

1 Josh Voorhees, State Bar No. 241436  
2 Rachel S. Doughty, State Bar No. 255904  
3 THE CHANLER GROUP  
4 2560 Ninth Street  
5 Parker Plaza, Suite 214  
6 Berkeley, CA 94710  
7 Telephone: (510) 848-8880  
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9 Attorneys for Plaintiff  
10 ANTHONY E. HELD, PH.D., P.E.

ENDORSED  
FILED  
ALAMEDA COURT

JAN 18 2012

CLERK OF THE SUPERIOR COURT  
By NANCY A. ROSE  
Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF ALAMEDA

13 UNLIMITED CIVIL JURISDICTION

14 ANTHONY E. HELD, PH.D., P.E.,

15 Plaintiff,

16 v.

17 LARRY HANSEL CLOTHING, LLC; BIG  
18 STRIKE, INC.; CHARLOTTE RUSSE, INC.;  
19 CHARLOTTE RUSSE HOLDING, INC.;  
20 JODI KRISTOPHER, INC.; ROGER  
21 GARMENTS INC.; TANTRUM APPAREL,  
22 LLC; TRIXXI CLOTHING COMPANY,  
23 INC.; and DOES 1-150, inclusive,

24 Defendants.

Case No. RG11580568

~~PROPOSED~~ JUDGMENT PURSUANT  
TO TERMS OF PROPOSITION 65  
SETTLEMENT AND [PROPOSED]  
CONSENT JUDGMENT

Date: January 18, 2012

Time: 2:30 p.m.

Dept. 516

Judge: Hon. Brenda Harbin-Forte

Reservation No. R-1239219

1 Plaintiff Anthony E. Held, Ph.D., P.E. and Defendants Big Strike, LLC, formerly  
2 known as Big Strike, Inc., Charlotte Russe, Inc. and Charlotte Russe Holding, Inc., Jodi  
3 Kristopher, Inc., Tantrum Apparel, LLC, Roger Garments, Inc., and Trixxi Clothing  
4 Company, Inc., having agreed through their respective counsel that Judgment be entered  
5 pursuant to the terms of their settlement agreement in the form of a Consent Judgment, and  
6 following this Court's issuance of an Order approving this Proposition 65 settlement and  
7 Consent Judgment on January 18, 2012.

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to  
9 Health & Safety Code section 25249.7, subdivision (f)(4), and Code of Civil Procedure  
10 section 664.6, judgment is hereby entered in accordance with the terms of the Consent  
11 Judgment attached hereto as Exhibit 1. By stipulation of the parties, the Court will retain  
12 jurisdiction to enforce the settlement under Code of Civil Procedure section 664.6.

13  
14 **IT IS SO ORDERED.**

15  
16  
17 Dated: JAN 18 2012

**BRENDA HARBIN-FORTE**  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# Exhibit 1

1 Josh Voorhees, State Bar No. 241436  
2 Rachel Doughty, State Bar No. 255904  
3 THE CHANLER GROUP  
4 2560 Ninth Street  
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8 Facsimile: (510) 848-8118

6 Attorneys for Plaintiff  
7 ANTHONY E. HELD, PH.D., P.E.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ALAMEDA  
10 UNLIMITED CIVIL JURISDICTION  
11

12 ANTHONY E. HELD, PH.D., P.E.,

13 Plaintiff,

14 v.

15 LARRY HANSEL CLOTHING, LLC; BIG  
16 STRIKE, INC.; CHARLOTTE RUSSE, INC.;  
17 CHARLOTTE RUSSE HOLDING, INC.; JODI  
18 KRISTOPHER, INC.; ROGER GARMENTS  
19 INC.; TANTRUM APPAREL, LLC; TRIXXI  
20 CLOTHING COMPANY, INC.; and DOES 1-150,  
21 inclusive.

22 Defendants.

Case No. RG11580568

**[PROPOSED] CONSENT JUDGMENT**

Health & Safety Code § 25249.6

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[PROPOSED] CONSENT JUDGMENT

1     **1.     INTRODUCTION**

2             **1.1     Parties**

3             This Consent Judgment is entered into by and between plaintiff Anthony E. Held, Ph.D.,  
4     P.E. (“Plaintiff” or “Held”) and Big Strike, LLC, formerly known as Big Strike, Inc. (“Big  
5     Strike”), Charlotte Russe, Inc. and Charlotte Russe Holding, Inc. (collectively “Charlotte Russe”),  
6     Jodi Kristopher, Inc. (“Jodi Kristopher”), Tantrum Apparel, LLC (“Tantrum”), Roger Garments,  
7     Inc. (“Roger”), and Trixxi Clothing Company, Inc. (“Trixxi”), collectively the “Settling  
8     Defendants,” with Held and the Settling Defendants collectively referred to as the “Parties.”

9             Held is an individual residing in the State of California who invokes the private plaintiff  
10     attorney general rights under the Safe Drinking Water and Toxic Enforcement Act of 1986,  
11     California Health & Safety Code section 25249.6, *et seq.* (“Proposition 65”).

12             Each of the Settling Defendants employ ten or more persons and is a person in the course  
13     of doing business for purposes of Proposition 65.

14             **1.2     General Allegations**

15             Held alleges that each Settling Defendant has sold Covered Products, as that term is  
16     defined with respect to each Settling Defendant in Section 1.3, containing  
17     di(2-ethylhexyl)phthalate (“DEHP” or the “Listed Chemical”), without the requisite Proposition  
18     65 warnings in California.

19             **1.3     Covered Products**

20             The term “Covered Products” means:

21                     **1.3.1**   As to Big Strike, belts containing DEHP that are manufactured, distributed,  
22     and/or sold by Big Strike, Inc. in California, including but not limited to, *Heart Soul Shirt and*  
23     *Belt Set, Style # 72511TRK (#6 13204 07935 4);*

24                     **1.3.2**   As to Charlotte Russe, handbags containing DEHP that are manufactured,  
25     distributed, and/or sold by Charlotte Russe in California, including but not limited to, *Quilted PU*  
26     *Satchel, #301066695, JP05127NSBLK-WH;*

1           **1.3.3** As to Jodi Kristopher, belts containing DEHP, that are manufactured,  
2 distributed, and/or sold by Jodi Kristopher in California, including but not limited to, *City*  
3 *Triangles Junior Dress, Style: 9302-X948*;

4           **1.3.4** As to Tantrum, belts containing DEHP, that are manufactured, distributed,  
5 and/or sold by Tantrum in California, including but not limited to, *L8TER Dress with Belt, Style*  
6 *#CPN53002A*;

7           **1.3.5** As to Roger, belts containing DEHP that are manufactured, distributed,  
8 and/or sold by sold by Roger in California, including but not limited to, *Stooshy Skirt with Belt,*  
9 *Style S30828-03, (#8 45439 01800 0)*; and

10           **1.3.6** As to Trixxi, belts containing DEHP that are manufactured, distributed,  
11 and/or sold by Trixxi in California, including but not limited to, *Trixxi Top with Belt,*  
12 *#1130990U3X, #640-4409 (#8 89387 37419 1)*.

13           **1.4 Notices of Violation**

14           **1.4.1** On April 8, 2011, Held served Big Strike and various public enforcement  
15 agencies with a document titled 60-Day Notice of Violation that informed Big Strike and the  
16 public enforcers that Big Strike was alleged to be in violation of Proposition 65 for failing to warn  
17 its customers and consumers in California that its Covered Products expose users to the Listed  
18 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in  
19 this Notice.

20           **1.4.2** On April 25, 2011, Held served Charlotte Russe and various public  
21 enforcement agencies with a document titled 60-Day Notice of Violation that informed Charlotte  
22 Russe and the public enforcers that Charlotte Russe was alleged to be in violation of Proposition  
23 65 for failing to warn its customers and consumers in California that its Covered Products expose  
24 users to the Listed Chemical. No public enforcer has commenced or diligently prosecuted the  
25 allegations set forth in this Notice.

26           **1.4.3** On May 4, 2011, Held served Jodi Kristopher and various public  
27 enforcement agencies with a document titled 60-Day Notice of Violation that informed Jodi  
28 Kristopher and the public enforcers that Jodi Kristopher was alleged to be in violation of

1 Proposition 65 for failing to warn its customers and consumers in California that its Covered  
2 Products expose users to the Listed Chemical. No public enforcer has commenced or diligently  
3 prosecuted the allegations set forth in this Notice.

4 **1.4.4** On May 4, 2011, Held served Tantrum and various public enforcement  
5 agencies with a document titled 60-Day Notice of Violation that informed Tantrum and the public  
6 enforcers that Tantrum was alleged to be in violation of Proposition 65 for failing to warn its  
7 customers and consumers in California that its Covered Products expose users to the Listed  
8 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in  
9 this Notice.

10 **1.4.5** On April 8, 2011, Held served Larry Hansel and various public  
11 enforcement agencies with a document titled 60-Day Notice of Violation that informed Larry  
12 Hansel and the public enforcers that Larry Hansel was alleged to be in violation of Proposition 65  
13 for failing to warn its customers and consumers in California that its Covered Products expose  
14 users to the Listed Chemical. No public enforcer has commenced or diligently prosecuted the  
15 allegations set forth in this Notice.

16 **1.4.6** On May 4, 2011, Held served Roger and various public enforcement  
17 agencies with a document titled 60-Day Notice of Violation that informed Roger and the public  
18 enforcers that Roger was alleged to be in violation of Proposition 65 for failing to warn its  
19 customers and consumers in California that its Covered Products expose users to the Listed  
20 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in  
21 this Notice.

22 **1.4.7** On April 19, 2011, Held served Trixxi and various public enforcement  
23 agencies with a document titled 60-Day Notice of Violation that informed Trixxi and the public  
24 enforcers that Trixxi was alleged to be in violation of Proposition 65 for failing to warn its  
25 customers and consumers in California that its Covered Products expose users to the Listed  
26 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in  
27 this Notice.

28

1           **1.5 Complaint**

2           On June 14, 2011, Held filed the instant action in the Alameda County Superior Court  
3 (“Complaint”), stating a cause of action against Larry Hansel for the violations of California  
4 Health & Safety Code section 25249.6 alleged in the Notice issued to Larry Hansel on April 8,  
5 2011.

6           On September 16, 2011, Held filed a First Amended Complaint adding as defendants in  
7 this action each of the other Settling Defendants and stating a cause of action against each for the  
8 violations of Proposition 65 alleged in their respective Notices.

9           **1.6 No Admission**

10           Settling Defendants deny the material, factual and legal allegations contained in Held’s  
11 Notices, Complaint, and First Amended Complaint and maintain that all of the products they have  
12 sold, including the Covered Products have been, and are, in compliance with all laws. Nothing in  
13 this Consent Judgment shall be construed as an admission by any Settling Defendant of any fact,  
14 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this  
15 Settlement Agreement constitute or be construed as an admission by any Settling Defendant of  
16 any fact, finding, conclusion of law, issue of law, or violation of law, such being specifically  
17 denied by each Settling Defendant. However, this section shall not diminish or otherwise affect  
18 any Settling Defendant’s obligations, responsibilities, or duties under this Consent Judgment.

19           **2. INJUNCTIVE RELIEF: REFORMULATION**

20           **2.1 Implementation of the 3P Standard for Covered Products**

21           Commencing on December 15, 2011, each Settling Defendant and its corporate affiliates  
22 shall only manufacture, or accept from a manufacturer or other supplier, for sale in California,  
23 Covered Products that meet or exceed the “3P Standard.” For purposes of this Consent Judgment,  
24 the 3P Standard is a maximum concentration of 1,000 parts per million (“ppm”) (0.1%), by  
25 weight, each of DEHP, butyl benzyl phthalate (“BBP”), and/or di-n-butyl phthalate (“DBP”) in  
26 any accessible component (*i.e.*, any component that is reasonably likely to be handled, touched or  
27 mouthed during reasonably foreseeable use) of a Covered Product, when analyzed pursuant to  
28 U.S. Environmental Protection Agency testing methodologies 3580A and 8270C.



1           **2.2     Extension of Implementation Deadline**

2           The deadline for implementing the 3P Standard imposed pursuant to Section 2.1 shall be  
3 extended to December 31, 2012, with respect to any Settling Defendant requiring such an  
4 extension, if the Settling Defendant provides written notification on or before December 15,  
5 2011, to Plaintiff indicating its intent to exercise such election. Thereafter, such Settling  
6 Defendant shall pay the additional penalty set forth in Section 3.1 below.

7           **3.     PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

8           **3.1     Initial Civil Penalty**

9           On or before November 15, 2011, each Settling Defendant shall make a payment of  
10 \$10,000, pursuant to Health & Safety Code section 25249.7, subsection (b). Upon election  
11 pursuant to Section 2.2 to extend the implementation deadline until December 31, 2012, each  
12 Settling Defendant shall pay a second civil penalty of \$12,000.

13           All civil penalty payments shall be apportioned in accordance with Health & Safety Code  
14 section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked for the State of  
15 California's Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining  
16 25% of these penalty monies earmarked for Dr. Held.

17           **3.2     Reimbursement of Plaintiff's Fees and Costs**

18           The Parties acknowledge that Held and his counsel offered to resolve this dispute without  
19 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
20 issue to be resolved after the material terms of the agreement had been settled. Held then  
21 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
22 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due  
23 to Held and his counsel under general contract principles and the private attorney general  
24 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in  
25 this matter, except fees that may be incurred on appeal. Under these legal principles, each  
26 Settling Defendant shall pay the amount of \$33,000, on or before November 15, 2011, for fees  
27 and costs incurred investigating, litigating and enforcing this matter, including the fees and costs  
28 incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court's approval of this

1 Consent Judgment in the public interest.

2 **3.3 Payment Procedures**

3 **3.3.1** All payments made under this Consent Judgment shall be held in trust  
4 until the Court approves the Consent Judgment. The Parties acknowledge that Held gave each  
5 Settling Defendant the option of depositing the funds into its attorney's trust account, but that  
6 each Settling Defendant elected to have the funds held in trust by The Chanler Group. The  
7 settlement funds shall be made payable by checks, as follows:

- 8 (a) "The Chanler Group in Trust for OEHHA" in an amount equal to  
9 75% of the civil penalty;  
10 (b) "The Chanler Group in Trust for Anthony E. Held" in an amount  
11 equal to 25% of the penalty; and  
12 (c) "The Chanler Group in Trust" in the amount of \$33,000.

13 **3.3.2** After the Consent Judgment has been approved, each Settling Defendant  
14 shall issue a 1099 form to each of the following entities:

- 15 (a) Office of Environmental Health Hazard Assessment, P.O. Box  
16 4010, Sacramento, CA 95814 (EIN: 68-0284486) for the civil  
17 penalties payable to OEHHA;  
18 (b) Held, whose address and tax identification number shall be  
19 furnished upon request, for the civil penalties payable to Held; and  
20 (c) The Chanler Group (EIN: 94-3171522) for the amount of \$33,000.

21 **3.3.3 Payment Address:** All payments shall be delivered to the following  
22 address:

23 The Chanler Group  
24 Attn: Proposition 65 Controller  
25 2560 Ninth Street  
26 Parker Plaza, Suite 214  
27 Berkeley, CA 94710  
28

1     **4.     RELEASE OF ALL CLAIMS**

2             **4.1     Full, Final, and Binding Resolution of Proposition 65 Allegations**

3             This Consent Judgment is a full, final, and binding resolution between Plaintiff on behalf  
4     of himself and on behalf of the general public in California, and each Settling Defendant, and its  
5     parents, subsidiaries, and affiliated entities that are under common ownership, directors, officers,  
6     employees, and attorneys (“Defendant Releasees”), based on the failure to warn about exposures  
7     to DEHP contained in Covered Products sold in California as alleged in the Notice received by  
8     each Settling Defendant. The benefits of this agreement extend to each entity to whom each  
9     Defendant Releasee directly distributes or sells Covered Products, including but not limited to  
10    distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and  
11    licensees (“Downstream Releasees”).

12            **4.2     Plaintiff’s Public Release of Proposition 65 Claims**

13            In further consideration of the promises and agreements herein contained, Plaintiff on  
14    behalf of himself, his past and current agents, representatives, attorneys, successors, and/or  
15    assignees, and in the interest of the general public, hereby waives all rights to institute or  
16    participate in, directly or indirectly, any form of legal action and releases all claims, including,  
17    without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,  
18    obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,  
19    investigation fees, expert fees, and attorneys’ fees, exclusive of fees and costs on appeal) of any  
20    nature whatsoever, fixed or contingent (collectively “Claims”) against Settling Defendant, each of  
21    its Defendant Releasees, and each of its Downstream Defendant Releasees, arising under  
22    Proposition 65 with respect to DEHP in the Covered Products sold by Settling Defendants in  
23    California.

24            **4.3     Plaintiff’s Individual Release of Claims**

25            Plaintiff, in his individual capacity only and *not* in his representative capacity, provides a  
26    release herein which shall be effective as a full and final accord and satisfaction, as a bar to all  
27    Claims, liabilities and demands of any nature, character or kind, whether known or unknown,  
28    suspected or unsuspected, against Settling Defendant, each of its Defendant Releasees, and each

1 of its Downstream Defendant Releases, limited to past violations arising out of Proposition 65 or  
2 alleged or actual exposure to DEHP, DBP, and/or BBP in all products manufactured, distributed,  
3 or sold by Settling Defendant.

4 **4.4 Settling Defendants' Release of Held**

5 Each Settling Defendant, on behalf of itself, its past and current agents, representatives,  
6 attorneys, successors, and/or assignees, hereby waives any and all claims against Held, his  
7 attorneys, and other representatives for any and all actions taken or statements made (or those that  
8 could have been taken or made) by Held and his attorneys and other representatives, whether in  
9 the course of investigating claims or otherwise seeking to enforce of Proposition 65 against them  
10 in this matter, and/or with respect to the Covered Products.

11 **5. ENFORCEMENT OF NONCONFORMING NON-COVERED PRODUCTS**

12 **5.1 Plaintiff's Obligation to Notify**

13 If, on or after the Effective Date, Plaintiff newly discovers and then alleges that a Settling  
14 Defendant offered for retail sale to California consumers, or to a distributor for the purpose of  
15 retail sales in California, a product not primarily intended for use by persons ages twelve and  
16 younger that is not a Covered Product, and that contains DEHP, BBP, and/or DBP in an amount  
17 that exceeds the 3P Standard ("Nonconforming Non-Covered Product"), then prior to Plaintiff's  
18 serving a 60-Day Notice under Proposition 65 on such Settling Defendant, Plaintiff shall provide  
19 a letter to the Settling Defendant and the Parties shall then proceed pursuant to this Section 5.

20 The letter shall contain the following information: (a) the date the alleged violation was  
21 observed and the Nonconforming Non-Covered Product was purchased, including a copy of the  
22 sales receipt; (b) the location or website at which the Nonconforming Non-Covered Product was  
23 offered for sale; (c) a description of the Nonconforming Non-Covered Product, including a  
24 picture of the Nonconforming Non-Covered Product and a picture of identifying information  
25 appearing on the tag or label, if any; and (d) data obtained by Plaintiff regarding the  
26 Nonconforming Non-Covered Product such as laboratory results associated with the testing of the  
27 Nonconforming Non-Covered Product.

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**5.2 Notice of Election**

Within 30 days of receiving a letter pursuant to Section 5.1, the Settling Defendant shall serve a Notice of Election on Plaintiff. The Notice of Election shall:

- a) Identify to Plaintiff (by proper name, address of principal place of business and telephone number) the person or entity that sold the Nonconforming Non-Covered Product to the Settling Defendant;
- b) Identify the manufacturer and other distributors in the chain of distribution of the Nonconforming Non-Covered Product; and
- c) Include either: (i) a statement that the Settling Defendant elects not to proceed under this Section 5, in which case Plaintiff may take further action including issuance of a 60-Day Notice under Proposition 65; (ii) a statement that the Settling Defendant elects to proceed under this Section 5, or (iii) a statement that the Settling Defendant contends that the Nonconforming Non-Covered Product is released from liability by a Qualified Settlement under Section 5.4(a) along with a copy of such Qualified Settlement.

**5.3 Confidentiality**

A party's disclosure pursuant to this Section 5 of any (i) test reports, (ii) confidential business information, or (iii) other information that may be subject to a claim of privilege or confidentiality, shall not constitute a waiver of any such claim of privilege or confidentiality, provided that the Party disclosing such information shall clearly designate it as confidential. Any Party receiving information designated as confidential pursuant to this Section 5 shall not disclose such information to any unrelated person or entity, and shall use such information solely for purposes of resolving any disputes under this Consent Judgment.

**5.4 Relief from Liability**

No further action is required of the Settling Defendant under this Consent Judgment, and Plaintiff shall not serve a 60-Day Notice on the Settling Defendant regarding the Nonconforming Non-Covered Product, if either:

- 1 a) The Nonconforming Non-Covered Product is otherwise released from liability for  
2 alleged violations of Proposition 65 with respect to DEHP, DBP, and/or BBP by  
3 the terms of a separate settlement agreement or consent judgment entered into  
4 under Health and Safety Code Section 25249.7 and, if an authorized public  
5 prosecutor of Proposition 65 is not a party, reported to the California Attorney  
6 General's Office ("Qualified Settlement"); or  
7 b) At least one of the person(s) identified by the Settling Defendant pursuant to  
8 Sections 5.2(a) or 5.2(b) (i) is a person in the course of doing business as defined  
9 in Health & Safety Code section 25249.11(b), (ii) has a principal place of business  
10 located within the United States, and (iii) sold the Nonconforming Non-Covered  
11 Product identified by the Plaintiff within two years of the Settling Defendant's  
12 Notice of Election that was served on Plaintiff pursuant to Section 5.2 above.

13 **5.5 Nonelection**

14 If the Settling Defendant elects not to proceed under Section 5, then neither the Settling  
15 Defendant nor Plaintiff have any further duty under this Section 5 and either may pursue any  
16 available remedies under Proposition 65 or otherwise.

17 **5.6 Defendant's Obligations on Election**

18 If the Settling Defendant elects to proceed under this Section 5 and is not relieved of  
19 liability under Section 5.4, the Settling Defendant shall within sixty (60) days: (i) terminate its  
20 further distribution for sale of the Nonconforming Non-Covered Product in California, (ii) pay a  
21 statutory penalty in the amount of \$4,000 pursuant to Health and Safety Code section 25249.7(b),  
22 and (iii) pay \$25,800 in reimbursement of a portion of attorneys' fees and costs incurred by  
23 Plaintiff with respect to the notice.

24 **5.7 Refund**

25 If a Settling Defendant makes payments pursuant to Section 5.6 and at a later date  
26 Plaintiff resolves the alleged violation with the direct or indirect Vendor, identified in Sections  
27 5.2(a) or 5.2(b), of the Nonconforming Non-Covered Product, Plaintiff shall notify the Settling  
28 Defendant and the Settling Defendant shall be entitled to a refund of the lesser amount of its

1 contribution or the settlement amount paid by such Vendor. If the settlement or consent judgment  
2 between Plaintiff and the direct or indirect Vendor of the Nonconforming Non-Covered Product  
3 does not provide for the refund to be paid directly by the Vendor to the Settling Defendant, then  
4 Plaintiff shall pay the refund to the Settling Defendant within 15 days of receiving the Vendor's  
5 settlement payment.

6 **5.8 Limits of Election**

7 Nothing in this Section 5 affects Plaintiff's right to issue a 60-Day Notice under  
8 Proposition 65 against any entity other than a Settling Defendant, except as to a Settling  
9 Defendant's customer of a Nonconforming Non-Covered Product that is subject to the Settling  
10 Defendant's election under Section 5.2(c)(ii) above.

11 **6. SEVERABILITY**

12 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this  
13 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
14 provisions remaining shall not be adversely affected.

15 **7. GOVERNING LAW**

16 The terms of this Settlement Agreement shall be governed by the laws of the state of  
17 California and apply within the state of California.

18 **8. NOTICES**

19 Unless specified herein, all correspondence and notices required to be provided pursuant  
20 to this settlement agreement shall be in writing and: (i) personally delivered; (ii) sent by first-  
21 class, registered or certified mail, return receipt requested; or (iii) sent by overnight courier on  
22 any party by the other party at the following addresses:

23 To a Settling Defendant:

24 At the address shown in Exhibit A, with a copy to:

25 Russell L. Allyn, Esq.  
26 Michael B. Fisher, Esq.  
27 Buchalter Nemer, APC  
28 1000 Wilshire Boulevard, Suite 1000  
Los Angeles, CA 90017

1 To Plaintiff:

2 Proposition 65 Coordinator  
3 The Chanler Group  
4 2560 Ninth Street  
5 Parker Plaza, Suite 214  
6 Berkeley, CA 94710-2565

7 Any Party, from time to time, may specify in writing to the other Party a change of  
8 address to which all notices and other communications shall be sent.

9 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

10 This Consent Judgment may be executed in counterparts and by facsimile or portable  
11 document format (pdf) signature, each of which shall be deemed an original, and all of which,  
12 when taken together, shall constitute one and the same document.

13 **10. POST-EXECUTION ENFORCEMENT**

14 Should Held prevail on any motion, application for an order to show cause, or other  
15 proceeding to enforce a violation of this Consent Judgment, Held shall be entitled to his  
16 reasonable attorney's fees and costs incurred as a result of such motion or application, consistent  
17 with Code of Civil Procedure section 1021.5. Should any Settling Defendant prevail on any  
18 motion or application for an order to show cause or other proceeding that it brings, such Settling  
19 Defendant may be awarded its reasonable attorney's fees and costs as a result of such motion or  
20 application upon a finding by the court that Held's defense of the motion or application lacked  
21 substantial justification. For purposes of this Consent Judgment, the term substantial justification  
22 shall carry the same meaning as used in Civil Discovery Act, Code of Civil Procedure section  
23 2016.010 *et seq.*

24 Except as specifically provided in this agreement, each Party shall bear its own costs and  
25 attorney's fees in connection with this action. Nothing in this agreement shall preclude a Party  
26 from seeking an award of sanctions pursuant to law.

27 **11. ADDITIONAL POST-EXECUTION ACTIVITIES**

28 Held agrees to comply with the reporting form requirements referenced in California  
Health & Safety Code section 25249.7(f). The Parties acknowledge that, pursuant to Health &



1 Safety Code section 25249.7(f)(4), a noticed motion is required to obtain judicial approval of this  
2 Consent Judgment. In furtherance of obtaining such approval, Held's counsel shall prepare a  
3 motion for this Consent Judgment's approval by the Court, and Held and the Settling Defendants,  
4 and their respective counsel, agree to mutually employ their best efforts to support the entry of  
5 this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court  
6 in a timely manner. For purposes of this Paragraph, "best efforts" shall include, at a minimum,  
7 joining in Plaintiff's motion for judicial approval, if requested, and supporting Plaintiff's efforts  
8 to obtain judicial approval of, and an entry of judgment pursuant to the terms of, this Consent  
9 Judgment.

10 **12. MODIFICATION**

11 This Consent Judgment may be modified only by: (i) by written agreement of the Parties  
12 and upon entry of a modified consent judgment by the Court thereon; or (ii) upon a successful  
13 motion or application of any party and entry of a modified consent judgment by the Court.

14 **13. ENTIRE AGREEMENT**

15 This Consent Judgment contains the sole and entire agreement and understanding of the  
16 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
17 negotiations, commitments, and understandings related hereto. No representations, oral or  
18 otherwise, express or implied, other than those contained herein have been made by any Party  
19 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
20 deemed to exist or to bind any of the Parties. This Consent Judgment may be modified only by  
21 stipulation of the Parties and an order of the Court or upon a motion by any Party that is granted  
22 by the Court.

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1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>6 <b>AGREED TO:</b></p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8 <i>Anthony E Held</i></p> <p>9 Signature</p>	<p>6 <b>AGREED TO:</b></p> <p>7 <i>BIG STRIKE, INC.</i></p> <p>8 <i>[Signature]</i></p> <p>9 Signature</p>
<p>10 Date: <b>APPROVED</b></p> <p>11 <i>By Tony Held at 4:56 pm, Oct 10, 2011.</i></p>	<p>10 By: <i>LARS VIKLUND</i></p> <p>11 Signatory's Name</p> <p>12 Its: <i>PRESIDENT</i></p> <p>13 Signatory's Title</p> <p>14 Date:</p>

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1 **14. AUTHORIZATION**

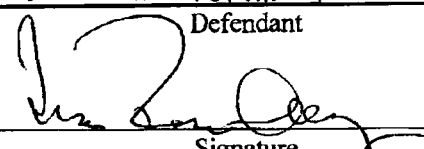
2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>6 <b>AGREED TO:</b></p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8 <i>Anthony E Held</i></p> <p>9 Signature</p> <p>10 Date: <b>APPROVED</b></p> <p>11 <i>By Tony Held at 4:56 pm, Oct 10, 2011</i></p>	<p>6 <b>AGREED TO:</b></p> <p>7 <u>CHARLOTTE RUSSE</u></p> <p>8 Defendant</p> <p>9 <i>3</i></p> <p>10 Signature</p> <p>11 By: <u>ZINA RABINOVICH</u></p> <p>12 Signatory's Name</p> <p>13 Its: <u>SVP Controller</u></p> <p>14 Signatory's Title</p> <p>15 Date: <u>10/18/11</u></p>
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1 **14. AUTHORIZATION**

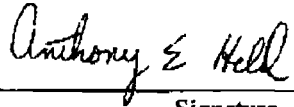
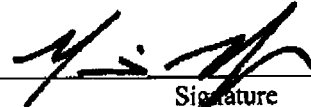
2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>6 <b>AGREED TO:</b></p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8</p> <p>9 _____ Signature</p> <p>10 Date: _____</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>	<p>6 <b>AGREED TO:</b></p> <p>7 <u>JUDI KRISTOPHER, WC</u> Defendant</p> <p>8  Signature</p> <p>9 By: <u>IRA ROSENBERG</u> Signatory's Name</p> <p>10 Its: <u>CEO</u> Signatory's Title</p> <p>11 Date: <u>10/11/11</u></p>
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1 **14. AUTHORIZATION**

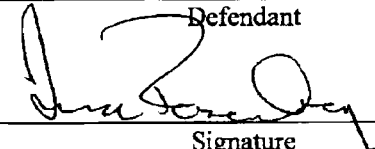
2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>6 <b>AGREED TO:</b></p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8  Signature</p> <p>9</p> <p>10 Date: <b>APPROVED</b> By Tony Held at 4:56 pm, Oct 10, 2011</p>	<p>6 <b>AGREED TO:</b></p> <p>7 <u>ROBER GARMENTS INC</u> Defendant</p> <p>8  Signature</p> <p>9 By: <u>YONIZ KASPAR</u> Signatory's Name</p> <p>10 Its: <u>CEO</u> Signatory's Title</p> <p>11 Date: <u>10-14-11</u></p>
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1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>5 <b>AGREED TO:</b></p> <p>6 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>7 _____</p> <p>8 Signature</p> <p>9 _____</p> <p>10 Date: _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p> <p>26 _____</p> <p>27 _____</p> <p>28 _____</p>	<p>5 <b>AGREED TO:</b></p> <p>6 <u>TANTRUM APPAREL, LLC</u></p> <p>7 Defendant</p> <p>8 </p> <p>9 Signature</p> <p>10 By: <u>IRA ROSENBERG</u></p> <p>11 Signatory's Name</p> <p>12 Its: <u>MEMBER MANAGER</u></p> <p>13 Signatory's Title</p> <p>14 Date: <u>10/11/11</u></p>
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1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>6 <b>AGREED TO:</b></p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8</p> <p>9 _____ Signature</p> <p>10 Date: _____</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>	<p>6 <b>AGREED TO:</b></p> <p>7 <u>Trixi Clothing Company Inc.</u> Defendant</p> <p>8 <u>[Signature]</u> Signature</p> <p>9 By: <u>Janet Edwards</u> Signatory's Name</p> <p>10 Its: <u>Chief Financial Officer</u> Signatory's Title</p> <p>11 Date: <u>10/14/11</u></p>
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EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

Jeffrey Kapre  
Name

Attorney  
Title

Buchalter Nemer  
Company Name

1000 Wilshire Blvd, Suite 1500  
Address Line 1

Los Angeles CA 90017  
Address Line 2

JKapre@Buchalter.com  
Email Address

Lars Viklund  
Name

President  
Title

Bug Strike, inc.  
Company Name

151 West Roxbury Ave  
Address Line 1

Gardena CA 90248  
Address Line 2

Email Address



EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

5 Jeffrey Kapur  
6 Name

7 Attorney  
8 Title

9 Buchalter Nemer  
10 Company Name

11 1000 Wilshire, Suite 1500  
12 Address Line 1

13 Los Angeles CA 90017  
14 Address Line 2

15 JKapur@Buchalter.com  
16 Email Address

Zina Rabinovich  
Name

SVP Corporate Controller  
Title

Charlotte Russe  
Company Name

4645 Morena Blvd.  
Address Line 1

San Diego, CA 92217  
Address Line 2

\_\_\_\_\_  
Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

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JEFF KAPUR

Name

ATTORNEY

Title

BUCHALTER NEMAR

Company Name

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Address Line 2

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Email Address

IRA FOGELMAN

Name

CFO

Title

JUDI KRISTOPHER, INC

Company Name

6015 BAYVIEW BLVD

Address Line 1

COMMERCIA, CA 90040

Address Line 2

IRAF@CITYTRIANGLE.COM

Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

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Jeffrey Kuper

Name

Attorney

Title

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Address Line 2

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Email Address

Yoni Kassar

Name

CEO

Title

Royal Garmant MK.

Company Name

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Address Line 1

Montebello, CA 90640

Address Line 2

Email Address

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EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

JEFF KAPOR  
Name

ATTORNEY  
Title

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Company Name

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Address Line 1

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Address Line 2

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Email Address

IRA FOGELMAN  
Name

CFO  
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Company Name

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Address Line 2

IRA.FOGELMAN@HOTMAIL.COM  
Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

Janet Edwards  
Name

CFO  
Title

Trixxi Clothing Company Inc.  
Company Name

2014 E 15th St.  
Address Line 1

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Address Line 2

janet@trixxi.net  
Email Address

Jeffrey H. Kapor, Esq.  
Name

Attorney  
Title

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Address Line 2

jkapor@buchalter.com  
Email Address