

1 Josh Voorhees, State Bar No. 241436  
2 Troy C. Bailey, State Bar No. 277424  
3 THE CHANLER GROUP  
4 2560 Ninth Street  
5 Parker Plaza, Suite 214  
6 Berkeley, CA 94710-2565  
7 Telephone: (510) 848-8880  
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiff  
10 ANTHONY E. HELD, PH.D., P.E.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF MARIN  
13 UNLIMITED CIVIL JURISDICTION

14 ANTHONY E. HELD, PH.D., P.E.  
15 Plaintiff,  
16 v.  
17 CASTLE HILL APPAREL INC., *et al.*,  
18 Defendants.

19 ) Case No.: CIV-1103513  
20 )  
21 ) ~~PROPOSED~~ JUDGMENT PURSUANT  
22 ) TO TERMS OF PROPOSITION 65  
23 ) SETTLEMENT AND CONSENT  
24 ) JUDGMENT  
25 )  
26 ) Date: May 8, 2012  
27 ) Time: 9:00 a.m.  
28 ) Dept.: L  
Judge: Hon. Lynn Duryee

**FILED**

**JUN 27 2012**

**KIM TURNER**  
Court Executive Officer  
**MARIN COUNTY SUPERIOR COURT**  
By: A. Garcia, Deputy

1 In the above-entitled action, Plaintiff ANTHONY E. HELD, PH.D., P.E. and  
2 Defendant CASTLE HILL APPAREL INC. having agreed through their respective counsel  
3 that a judgment be entered pursuant to the terms of the Consent Judgment entered into by  
4 the parties in resolution of this Proposition 65 action, and following the issuance of an  
5 order approving the Parties' settlement agreement on March 9, 2012.

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

11 **IT IS SO ORDERED.**

12 Dated: JUN 27 2012

13 TYNN DURYEE  
14 JUDGE OF THE SUPERIOR COURT  
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EXHIBIT 1

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Facsimile: (510) 848-8118

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

Attorneys for Defendant  
CASTLE HILL APPAREL INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MARIN  
UNLIMITED CIVIL JURISDICTION

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

Plaintiff,

v.

CASTLE HILL APPAREL INC.; and DOES  
1-150, inclusive,

Defendants.

) Case No. CIV-1103513

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1       **1. INTRODUCTION**

2               **1.1 Anthony E. Held Ph.D., P.E. and Castle Hill Apparel Inc.**

3               This Consent Judgment is entered into by and between plaintiff Anthony E. Held, Ph.D.,  
4               P.E. (“Held” or “Plaintiff”) and defendant Castle Hill Apparel Inc. (“Castle Hill” or “Defendant”),  
5               with Held and Castle Hill collectively referred to as the “Parties”.

6               **1.2 Anthony E. Held, Ph.D., P.E.**

7               Plaintiff is an individual residing in the State of California who seeks to promote awareness  
8               of exposure to toxic chemicals and to improve human health by reducing or eliminating hazardous  
9               substances contained in consumer and commercial products.

10              **1.3 Castle Hill Apparel Inc.**

11              Held alleges that Castle Hill employs ten or more persons and is a person in the course of  
12              doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986,  
13              California Health & Safety Code § 25249.6, *et seq.* (“Proposition 65”).

14              **1.4 General Allegations**

15              Held alleges that Castle Hill has manufactured, imported, distributed, sold, and/or offered  
16              for sale belts containing di(2-ethylhexyl)phthalate (“DEHP”), without the requisite Proposition 65  
17              warnings. DEHP is on the Proposition 65 list and is known to cause birth defects and other  
18              reproductive harm.

19              **1.5 Product Description**

20              The products that are covered by this Consent Judgment are defined as follows: belts  
21              containing DEHP including, but not limited to, *Karin Stevens Petites Dress with Belt, Style*  
22              *201157KF (#7 44290 98712 1)* manufactured, imported, distributed, sold, and/or offered for sale by  
23              Castle Hill, referred to hereinafter as the “Products”.

24              “Additional Products” that are covered by this Consent Judgment are defined as belts  
25              containing butyl benzyl phthalate (“BBP”) and/or di-n-butyl phthalate (“DBP”), as well as jewelry,  
26              apparel, including gloves and headwear, bag charms and zipper pulls, containing DEHP, BBP,  
27              and/or DBP, manufactured, imported, distributed, sold, and/or offered for sale by Castle Hill,  
28              collectively referred to hereinafter as the “Additional Products”.

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**1.6 Notice of Violation**

On April 19, 2011, Held served Castle Hill and various public enforcement agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that provided the recipients with notice of alleged violations of California Health and Safety Code § 25249.6 based Castle Hill's alleged failure to warn consumers that the Products exposed users in California to DEHP. To the best of the Parties' knowledge, no public enforcer has prosecuted the allegations set forth in the Notice.

**1.7 Complaint**

On July 15, 2011, Held filed a complaint in the Superior Court in and for the County of Marin against Castle Hill Apparel Inc., and Does 1 through 150, *Held v. Castle Hill Apparel Inc. et al.*, Case No. CIV-1103513 (the "Action" or "Complaint"), alleging violations of California Health and Safety Code § 25249.6, based on the alleged exposures to DEHP contained in the Products sold by Castle Hill.

**1.8 No Admission**

Castle Hill denies the material, factual and legal allegations contained in Held's Notice and Complaint and maintains that all products that it has manufactured, imported, distributed, sold, and/or offered for sale in California, including the Products, have been and are in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission by Castle Hill of any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Castle Hill of any fact, finding, conclusion, issue of law, or violation of law. However, this section shall not diminish or otherwise affect Castle Hill's obligations, responsibilities, and duties under this Consent Judgment.

**1.9 Consent to Jurisdiction**

For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction over Castle Hill as to the allegations contained in the Complaint, that venue is proper in the County of Marin and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.



1           **1.10 Effective Date**

2           For purposes of this Consent Judgment, the term "Effective Date" shall mean March 15,  
3           2012.

4           **2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

5           **2.1 Reformulation Standards**

6           Reformulated Products are defined as those Products and Additional Products containing  
7           concentrations less than 0.1 percent (1,000 parts per million) each of DEHP, BBP, and DBP in each  
8           accessible component when analyzed pursuant to U.S. Environmental Protection Agency testing  
9           methodologies 3580A and 8270C or any other methodology utilized by federal or state agencies for  
10          the purpose of determining DEHP, BBP, and DBP content in a solid substance, hereinafter "3P  
11          Standard".

12          **2.2 Reformulation Commitment**

13          As of August 15, 2012, all Products and Additional Products manufactured, imported,  
14          distributed, sold, and/or offered for sale in the State of California by Castle Hill shall be Products  
15          and Additional Products that qualify as Reformulated Products that meet the 3P Standard as defined  
16          in section 2.1 above. In addition, within thirty (30) days of execution of this Consent Judgment by  
17          both Parties, Castle Hill shall provide the 3P Standard to its then-current Vendors of Products and  
18          Additional Products that will be sold or offered for sale to California citizens and shall instruct each  
19          Vendor to use reasonable efforts to provide Products and Additional Products that comply with the  
20          3P Standard expeditiously. For purposes of this Consent Judgment the term "Vendor" means a  
21          person or entity that manufactures, imports, distributes, sells, or otherwise supplies Products and  
22          Additional Products to Castle Hill.

23          **2.3 Product Warnings**

24          Commencing on the Effective Date and continuing through August 15, 2012, Castle Hill  
25          shall, for all Products and Additional Products other than Reformulated Products, provide clear and  
26          reasonable warnings as set forth in subsections 2.3(a) and (b). Each warning shall be prominently  
27          placed with such conspicuousness as compared with other words, statements, designs, or devices as  
28          to render it likely to be read and understood by an ordinary individual under customary conditions.

1 before purchase or use. Each warning shall be provided in a manner such that the consumer or user  
2 understands to which *specific* Product and Additional Product the warning applies, so as to  
3 minimize the risk of consumer confusion.

4 (a) **Retail Store Sales.**

5 (i) **Product Labeling.** Defendant shall affix a warning to the packaging,  
6 labeling, or directly on each Product and Additional Product sold in retail outlets in California by  
7 Defendant or any person selling the Products and/or Additional Products, that states:

8 **WARNING:** This product contains one or more phthalate  
9 chemicals, including DEHP, BBP, and DBP,  
10 known to the State of California to cause birth  
defects and other reproductive harm.

11 (ii) **Point-of-Sale Warnings.** Alternatively, Defendant may provide  
12 warning signs in the form below to its customers in California with instructions to post the  
13 warnings in close proximity to the point of display of the Products and Additional Products. Such  
14 instruction sent to Defendant's customers shall be sent by certified mail, return receipt requested.

15 **WARNING:** This product contains one or more phthalate  
16 chemicals, including DEHP, BBP, and DBP,  
known to the State of California to cause birth  
defects and other reproductive harm.

17 Where more than one Product and/or Additional Product is sold in proximity to other like  
18 items or to those that do not require a warning (e.g., Reformulated Products as defined in Section  
19 2.1), the following statement must be used:<sup>2</sup>

20 **WARNING:** This product contains one or more phthalate  
21 chemicals, including DEHP, BBP, and DBP,  
22 known to the State of California to cause birth  
defects and other reproductive harm:

23 *[list products for which warning is required]*  
24  
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26 <sup>1</sup> For all warning labels mandated by Section 2 of this Consent Judgment, to the extent that the Product and/or Additional Product does not contain  
DEHP, BBP, and/or DBP, such phthalate(s) that is(are) not present in the Product and/or Additional Product shall not be included in the mandated  
27 warning.

28 <sup>2</sup> For purposes of the Consent Judgment, "sold in proximity" shall mean that the Product and/or Additional Product and another product are offered  
for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably determine which of the two  
products is subject to the warning sign.

1                   **(b) Mail Order Catalog and Internet Sales.** In the event that Castle Hill sells  
2 Products and/or Additional Products via mail order catalog and/or the internet, to customers located  
3 in California, after the Effective Date, that are not Reformulated Products, Castle Hill shall provide  
4 a warning for such Products and Additional Products sold via mail order catalog or the internet to  
5 California residents. Warnings given in the mail order catalog or on the internet shall identify the  
6 *specific* Product and Additional Product to which the warning applies as further specified in  
7 Sections 2.3(b)(i) and (ii).

8                   **(i) Mail Order Catalog Warning.** Any warning provided in a mail  
9 order catalog shall be in the same type size or larger than the Product and Additional Product  
10 description text within the catalog. The following warning shall be provided on the same page and  
11 in the same location as the display and/or description of the Product and Additional Product:

12                   **WARNING:** This product contains one or more phthalate  
13   chemicals, including DEHP, BBP, and DBP,  
14   known to the State of California to cause birth  
   defects and other reproductive harm.

15                   Where it is impracticable to provide the warning on the same page and in the same location  
16 as the display and/or description of the Product and/or Additional Product, Castle Hill may utilize a  
17 designated symbol to cross reference the applicable warning and shall define the term "designated  
18 symbol" with the following language on the inside of the front cover of the catalog or on the same  
19 page as any order form for the Product(s) and Additional Products:

20                   **WARNING:** Certain products identified with this symbol  
21   ▼ and offered for sale in this catalog contain  
22   one or more phthalate chemicals, including  
   DEHP, BBP, and DBP, known to the State of  
   California to cause birth defects and other  
   reproductive harm.

23                   The designated symbol shall appear on the same page and in close proximity to the display  
24 and/or description of the Product and Additional Product. On each page where the designated  
25 symbol appears, Castle Hill shall provide a header or footer directing the consumer to the warning  
26 language and definition of the designated symbol.

27                   **(ii) Internet Website Warning.** A warning may be given in conjunction  
28 with the sale of the Products and/or Additional Product via the internet, provided it appears either:

1 (a) on the same web page on which a Product and/or Additional Product is displayed; (b) on the  
2 same web page as the order form for a Product and/or Additional Product; (c) on the same page as  
3 the price for any Product and/or Additional Product; or (d) on one or more web pages displayed to a  
4 purchaser during the checkout process. The following warning statement shall be used and shall  
5 appear in any of the above instances adjacent to or immediately following the display, description,  
6 or price of the Product and Additional Product for which it is given in the same type size or larger  
7 than the Product and Additional Product description text:

8 **WARNING:** This product contains one or more phthalate  
9 chemicals, including DEHP, BBP, and DBP,  
10 known to the State of California to cause birth  
11 defects and other reproductive harm.

12 Alternatively, the designated symbol may appear adjacent to or immediately following the  
13 display, description, or price of the Product and Additional Product for which a warning is being  
14 given, provided that the following warning statement also appears elsewhere on the same web page,  
15 as follows:

16 **WARNING:** Products identified on this page with the  
17 following symbol ▼ contain one or more  
18 phthalate chemicals, including DEHP, BBP, and  
19 DBP, known to the State of California to cause  
20 birth defects and other reproductive harm.

### 21 **3. PAYMENT OF PENALTIES**

#### 22 **3.1 Civil Penalty**

23 In settlement of all the claims referred to in this Consent Judgment, Castle Hill shall pay  
24 \$1,500 in civil penalties to be apportioned in accordance with Health & Safety Code section  
25 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked for the State of  
26 California's Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining  
27 25% of these penalty monies earmarked for Anthony E. Held, Ph.D., P.E.. This penalty reflects a  
28 credit of \$3,000 based on Castle Hill's commitment to reformulate the Products and Additional  
Products pursuant to Section 2 above.

1           **3.2    Reimbursement of Plaintiff's Fees and Costs**

2           The Parties acknowledge that Held and his counsel offered to resolve this dispute without  
3           reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
4           issue to be resolved after the material terms of the agreement had been settled. Castle Hill then  
5           expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been  
6           finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Held  
7           and his counsel under general contract principles and the private attorney general doctrine codified  
8           at California Code of Civil Procedure section 1021.5, for all work performed in this matter, except  
9           fees that may be incurred on appeal. Under these legal principles, Castle Hill shall pay the amount  
10          of \$20,000 for fees and costs incurred investigating, litigating and enforcing this matter, including  
11          the fees and costs incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court's  
12          approval of this Consent Judgment in the public interest.

13           **3.3    Payment Procedures**

14           **3.3.1   Funds Held In Trust:** All payments made under this Consent Judgment  
15          shall be delivered within fifteen days of execution of this Consent Judgment to either The Chanler  
16          Group or the attorney of record for Castle Hill, and shall be held in trust pending the Court's  
17          approval of this Consent Judgment.

18           Payments delivered to The Chanler Group shall be made payable, as follows:

- 19                   (a)    One check made payable to "The Chanler Group in Trust for  
20                                OEHHA" in the amount of \$1,125;  
21                   (b)    One check made payable to "The Chanler Group in Trust for  
22                                Anthony E. Held, Ph.D., P.E." in the amount of \$375 and  
23                   (c)    One check made payable to "The Chanler Group in Trust" in the  
24                                amount of \$20,000.

25           Payments delivered to Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP shall be  
26          made payable, as follows:

- 27                   (a)    One check made payable to "Wolf, Rifkin, Shapiro, Schulman &  
28                                Rabkin, LLP in Trust for OEHHA" in the amount of \$1,125;

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- (b) One check made payable to “Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP in Trust for Anthony E. Held, Ph.D., P.E.” in the amount of \$375; and
- (c) One check made payable to “Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP in Trust for The Chanler Group” in the amount of \$20,000.

If Castle Hill elects to deliver payments to its attorney of record, such attorney of record shall: (a) confirm in writing within five days of receipt that the funds have been deposited in a trust account; and (b) within two days of the date of the hearing on which the Court approves the Consent Judgment, deliver the payment to The Chanler Group in three separate checks, as follows:

- (a) One check made payable to “The Chanler Group in Trust for OEHHA” in the amount of \$1,125;
- (b) One check made payable to “The Chanler Group in Trust for Anthony E. Held, Ph.D., P.E.” in the amount of \$375; and
- (c) One check made payable to “The Chanler Group” in the amount of \$20,000.

**3.3.2 Issuance of 1099 Forms.** After the Consent Judgment has been approved

Castle Hill shall issue three separate 1099 forms, as follows:

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount of \$1,125;
- (b) The second 1099 shall be issued to Anthony E. Held, Ph.D., P.E., whose address and tax identification number shall be furnished upon request, in the amount of \$375; and
- (c) The third 1099 shall be issued to The Chanler Group (EIN: 94-3171522) in the amount of \$20,000.

1                   **3.3.3 Payment Address:** All payments to the Chanler Group shall be delivered to  
2 the following payment address:

3                   The Chanler Group  
4                   Attn: Proposition 65 Controller  
5                   2560 Ninth Street  
6                   Parker Plaza, Suite 214  
7                   Berkeley, CA 94710

8                   **4.     CLAIMS COVERED AND RELEASED**

9                   **4.1    Full, Final and Binding Resolution of Proposition 65 Allegations**

10                  This Consent Judgment is a full, final and binding resolution between Plaintiff, on behalf  
11 of himself and Defendant, of any violation of Proposition 65 that was or could have been asserted  
12 by Plaintiff against Defendant, its parents, subsidiaries, affiliated entities that are under common  
13 ownership, directors, officers, employees, attorneys, and each entity to whom Defendant directly  
14 or indirectly distributes or sells Products, including but not limited to downstream distributors,  
15 wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees  
16 (“Releasees”), based on their failure to warn about the alleged exposures to DEHP contained in the  
17 Products that were sold by Defendant.

18                  **4.2    Held’s Public Release of Proposition 65 Claims**

19                  Plaintiff acting on his own behalf and in the public interest releases Castle Hill, its parents,  
20 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,  
21 attorneys, and each entity to whom Castle Hill directly or indirectly distributes or sells Products  
22 including, but not limited to, Darian Group, Inc., downstream distributors, wholesalers, customers,  
23 retailers, franchisees, cooperative members, licensors, and licensees (“Releasees”) from all claims  
24 for violations of Proposition 65 up through the Effective Date based on exposure to DEHP from  
25 the Products as set forth in the Notice. Compliance with the terms of this Consent Judgment  
26 constitutes compliance with Proposition 65 with respect to exposures to DEHP from the Products  
27 as set forth in the Notice.

28                  **4.3    Held’s Individual Release of Claims**

                  Held also, in his individual capacity only and *not* in his representative capacity, provides a  
release herein which shall be effective as a full and final accord and satisfaction, as a bar to all

1 actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims,  
2 liabilities and demands of plaintiffs of any nature, character or kind, whether known or unknown,  
3 suspected or unsuspected, against Castle Hill and Releasees, limited to and arising out of alleged or  
4 actual exposures to phthalates in the Products and Additional Products manufactured, imported,  
5 distributed, sold, and/or offered for sale by Defendant in the State of California.

6 In addition, Held acknowledges that he is familiar with Section 1542 of the California Civil  
7 Code, which provides as follows:

8 **A general release does not extend to claims which the creditor does**  
9 **not know or suspect to exist in his or her favor at the time of**  
10 **executing the release, which if known by him or her must have**  
11 **materially affected his or her settlement with the debtor.**

12 Held, in his individual capacity only and *not* in his representative capacity, on behalf of  
13 himself and his agents, attorneys, representatives, successors and assigns, expressly waives and  
14 relinquishes any and all rights and benefits which he may have under, or which may be conferred  
15 on him by the provisions of Section 1542 of the California Civil Code as well as under any other  
16 state or federal statute or common law principle of similar effect, to the fullest extent that he may  
17 lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such  
18 intention, the release hereby given shall be and remain in effect as a full and complete release  
19 notwithstanding the discovery or existence of any such additional or different claims or facts  
20 arising out of the Notice and/or the alleged failure to warn about exposures to DEHP in the  
21 Products.

#### 22 **4.4 Castle Hill's Release of Held**

23 Defendant on behalf of itself, its past and current agents, representatives, attorneys,  
24 successors, and/or assignees, hereby waives any and all claims against Plaintiff, his attorneys and  
25 other representatives, for any and all actions taken or statements made (or those that could have  
26 been taken or made) by Plaintiff and his attorneys and other representatives, whether in the course  
27 of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with  
28 respect to the Products.

1 In addition, Castle Hill acknowledges that it is familiar with Section 1542 of the California  
2 Civil Code, which provides as follows:

3 **A general release does not extend to claims which the creditor does**  
4 **not know or suspect to exist in his or her favor at the time of**  
5 **executing the release, which if known by him or her must have**  
6 **materially affected his or her settlement with the debtor.**

7 Castle Hill, on behalf of itself and its agents, attorneys, representatives, successors and  
8 assigns, expressly waives and relinquishes any and all rights and benefits which it may have  
9 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil  
10 Code as well as under any other state or federal statute or common law principle of similar effect,  
11 to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released  
12 matters. In furtherance of such intention, the release hereby given shall be and remain in effect as  
13 a full and complete release notwithstanding the discovery or existence of any such additional or  
14 different claims or facts arising out of the Notice and/or the alleged failure to warn about  
15 exposures to DEHP in the Products.

16 **5. COURT APPROVAL**

17 This Consent Judgment is not effective until it is approved and entered by the Court and  
18 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
19 after it has been fully executed by all parties.

20 **6. SEVERABILITY**

21 If subsequent to the execution of this Consent Judgment, any of the provisions of this  
22 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions  
23 remaining shall not be adversely affected.

24 **7. GOVERNING LAW**

25 The terms of this Consent Judgment shall be governed by the laws of the State of California  
26 and apply within the State of California. In the event that Proposition 65 is repealed, preempted or  
27 is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this  
28 Consent Judgment are rendered inapplicable or no longer require as a result of any such repeal or  
preemption or rendered inapplicable by reason of law generally as to the Products and/or Additional

1 Products, then Castle Hill shall have no further obligations pursuant to this Consent Judgment with  
2 respect to, and to the extent that, the Products and/or Additional Products are so affected.

3 **8. NOTICES**

4 Unless specified herein, all correspondence and notices required to be provided pursuant to  
5 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
6 registered or certified mail, return receipt requested; or (ii) overnight courier on any party by the  
7 other party at the following addresses:

8 For Castle Hill:

9 Richard Feldman, President  
10 Castle Hill Apparel Inc.  
11 1400 Broadway, 25<sup>th</sup> Floor  
New York, New York 10018

To Held:

Proposition 65 Coordinator  
The Chanler Group  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565

12 With a copy to:

13 Hany Fangary  
14 Wolf, Rifkin, Shapiro, Schulman  
& Rabkin, LLP  
15 11400 West Olympic Boulevard, 9<sup>th</sup> Floor  
Los Angeles, CA 90064-1582

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

18 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

19 This Consent Judgment may be executed in counterparts and by facsimile or pdf signature,  
20 each of which shall be deemed an original, and all of which, when taken together, shall constitute  
21 one and the same document. A facsimile or pdf signature shall be as valid as the original.

22 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

23 Plaintiff and his attorneys agree to comply with the reporting form requirements referenced  
24 in California Health & Safety Code § 25249.7(f).  
25  
26  
27  
28

11. **ADDITIONAL POST EXECUTION ACTIVITIES**

Plaintiff and Castle Hill agree to mutually employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. The parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment, which Plaintiff shall draft and file, and Castle Hill shall join. If any third party objection to the noticed motion is filed, Plaintiff and Castle Hill shall work together to file a joint reply and appear at any hearing before the Court. This provision is a material component of the Consent Judgment and shall be treated as such in the event of a breach.

12. **MODIFICATION**

This Consent Judgment may be modified only: (1) by written agreement of the parties and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion of any party and entry of a modified Consent Judgment by the Court.

13. **AUTHORIZATION**

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

AGREED TO:

AGREED TO:

**APPROVED**

Date: *By Anthony Held at 11:31 am, Mar 12, 2012*

Date: \_\_\_\_\_

By: *Anthony E. Held*

Anthony E. Held, Ph.D., P.E.

By: *Richard Feldman*

Richard Feldman, President  
Castle Hill Apparel, Inc.