

1 Clifford A. Chanler, State Bar No. 135534
Jonathan A. Bornstein, State Bar No. 196345
2 Josh Voorhees, State Bar No. 241436
3 THE CHANLER GROUP
2560 Ninth Street
4 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone:(510) 848-8880
5 Facsimile: (510) 848-8118
6 Attorneys for Plaintiff
ANTHONY E. HELD, PH.D, P.E.
7

(ENDORSED)
FILED
JUL -9 2013
DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
DEPUTY
J. Paura

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SANTA CLARA
11 UNLIMITED CIVIL JURISDICTION
12

13
14 ANTHONY E. HELD, PH.D, P.E.,
15 Plaintiff,
16 v.
17 URBAN DECAY COSMETICS LLC; *et al.*,
18 Defendants.
19

Case No. 112CV232118 **88**
**[PROPOSED] JUDGMENT PURSUANT
TO TERMS OF PROPOSITION 65
SETTLEMENT AND CONSENT
JUDGMENT**
Date: July 9, 2013
Time: 9:00 a.m.
Dept. 5
Judge: Hon. Carol W. Overton

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1 Plaintiff Anthony E. Held, Ph.D, P.E. and Defendant Urban Decay Cosmetics LLC,
2 having agreed through their respective counsel that Judgment be entered pursuant to the
3 terms of their settlement agreement in the form of a Consent Judgment, and following this
4 Court's issuance of an order approving the Proposition 65 settlement and Consent
5 Judgment,

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

11 **IT IS SO ORDERED.**

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Carol Overton

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 THE CHANLER GROUP
2 CLIFFORD A. CHANLER, State Bar No. 135534
3 JONATHAN BORNSTEIN, State Bar No. 196345
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 HELD

11 COOLEY LLP
12 BEATRIZ MEJIA, State Bar No. 056814
13 101 California Street, Fifth Floor
14 San Francisco, CA 94111-5800
15 Telephone: (415) 693-2127
16 Facsimile: (415) 693-2222

17 Attorneys for Defendant
18 URBAN DECAY COSMETICS LLC

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SANTA CLARA
21 UNLIMITED CIVIL JURISDICTION

22 ANTHONY HELD,

23 Plaintiff,

24 v.

25 URBAN DECAY COSMETICS LLC, and
26 DOES 1-150, inclusive,

27 Defendants.

Case No. 112CV232188

**CONSENT TO JUDGMENT AS
TO URBAN DECAY COSMETICS LLC**

Date:
Time:
Dept: 5
Judge:

1 **1. INTRODUCTION**

2 **1.1 Anthony Held and Urban Decay Cosmetics LLC**

3 This Consent To Judgment is entered into by and between plaintiff Anthony Held (“Held”
4 or “Plaintiff”) and defendant Urban Decay Cosmetics LLC (“Urban Decay” or “Defendant”),
5 with Held and Urban Decay collectively referred to as the “Parties”.

6 **1.2 Anthony Held**

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

10 **1.3 Urban Decay Cosmetics LLC**

11 Urban Decay employs ten or more persons and is a person in the course of doing business
12 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
13 & Safety Code §25249.5 et seq. (“Proposition 65”).

14 **1.4 General Allegations**

15 Held alleges that Urban Decay has manufactured, imported, distributed and/or sold
16 cosmetic bags/cases containing Di(2-ethylhexyl)phthalate (“DEHP”) for use in the State of
17 California without the requisite health hazard warnings. DEHP is listed pursuant to Safe Drinking
18 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §25249.5 et seq.
19 (“Proposition 65”) as a chemical known to the State of California to cause birth defects and other
20 reproductive harm.

21 **1.5 Notice of Violation.**

22 On April 25, 2012, Held served Urban Decay and various public enforcement agencies
23 with a document entitled “60-Day Notice of Violation,” that alleged that Urban Decay violated
24 Proposition 65 by failing to warn consumers that cosmetic bags including, but not limited to, the
25 *Urban Decay The Quinceanera Bag (#6 04214 91660 9)*, exposed users in California to DEHP.

26 **1.6 Complaint**

27 On September 12, 2012, Held, acting in the interest of the general public in California,
28 filed a Complaint in the instant action (“Complaint”) naming Urban Decay as a defendant and

1 alleging violations of Health & Safety Code §§ 25249.6, *et seq.* based on, *inter alia*, alleged
2 consumer exposures to DEHP in cosmetic bags/cases sold in California without the clear and
3 reasonable warning required by Proposition 65.

4 **1.7 No Admission**

5 The Parties enter into this Consent To Judgment as a full and final settlement of all claims
6 that were raised in the Complaint or that could have been raised in the Complaint, arising out of
7 the facts or conduct alleged therein. By execution of this Consent To Judgment and agreeing to
8 comply with its terms, Urban Decay does not admit any facts or conclusions of law including, but
9 not limited to, any facts or conclusions of law suggesting or demonstrating any violations of
10 Proposition 65 or any other statutory, common law or equitable requirements relating to DEHP in
11 Covered Products, as defined below. Nothing in this Consent To Judgment shall be construed as
12 an admission by Urban Decay of any fact, conclusion of law, issue of law or violation of law, nor
13 shall compliance with the Consent To Judgment constitute or be construed as an admission by
14 Urban Decay of any fact, conclusion of law, issue of law, or violation of law. Nothing in this
15 Consent To Judgment shall prejudice, waive or impair any right, remedy, argument or defense
16 Urban Decay may have in this or any other or future legal proceedings. This Consent To
17 Judgment is the product of negotiation and compromise and is accepted by Urban Decay for
18 purposes of settling, compromising, and resolving issues disputed in this action. However, this
19 section shall not diminish or otherwise affect the obligations, responsibilities and duties of Urban
20 Decay under this Consent To Judgment.

21 **1.8 Consent to Jurisdiction**

22 For purposes of this Consent To Judgment only, Urban Decay stipulates that this Court
23 has jurisdiction over Urban Decay as to the allegations contained in the Complaint, that venue is
24 proper in the County of Alameda and that this Court has jurisdiction to enter and enforce the
25 provisions of this Consent To Judgment.

26 **2. DEFINITIONS.**

27 2.1 "Covered Product[s]" means cosmetic bags/cases.
28

1 2.2 “Effective Date” means the date this Consent To Judgment is approved by the
2 court.

3 2.3 “DEHP Limits” means the maximum concentration of DEHP and DEHP
4 composites by weight specified in Section 3.2.

5 2.4 “Manufactured” and “Manufactures” have the meaning defined in Section 3(a)(10)
6 of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],¹ as amended from time
7 to time.

8 2.5 “Non-Suspect Materials” means natural materials other than sheeting that have
9 been determined not to exceed DEHP limits for children’s products by the final rule of the
10 Consumer Product Safety Commission set forth at 16 CFR § 1500.91(d) and (e), as it exists on
11 the Effective Date.

12 2.6 “Vendor” means a person or entity that Manufactures, imports, distributes, or
13 supplies a Covered Product to Urban Decay.

14 **3. INJUNCTIVE RELIEF: REFORMULATION**

15 **3.1 Specification Compliance Date**

16 To the extent it has not already done so, no later than thirty (30) days after the Effective
17 Date, Urban Decay shall provide the DEHP Limits to its Vendors of Covered Products that will
18 be sold or offered for sale to California consumers and shall instruct each Vendor to use
19 reasonable efforts to provide Covered Products that comply with the DEHP Limits. This Section
20 3.1 is not applicable with respect to Non-Suspect Materials.

21 **3.2 DEHP Limits**

22 As of thirty (30) days after the Effective Date, Urban Decay shall not issue a purchase
23 order, import or manufacture, any Covered Product that will be sold or offered for sale to
24 California consumers that exceeds the following DEHP Limits:

DEHP in concentrations more than 0.1 percent
(1,000 parts per million) by weight in each accessible

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27 ¹ As of the Effective Date, the term “Manufactured” and “Manufactures” means to manufacture,
28 produce, or assemble.

1 component when analyzed pursuant to U.S. Environmental
2 Protection Agency testing methodologies 3580A and
3 8270C or any other methodology authorized by federal
4 or state agencies for the purpose of determining the DEHP
5 content in a solid substance.

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4. ENFORCEMENT OF CONSENT TO JUDGMENT

4.1 After 120 days from the Effective Date, any Party may, after meeting and conferring, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent To Judgment.

4.2 Within 60 days after the Effective Date, Urban Decay shall provide Held with information sufficient to allow Held to identify Covered Products to be supplied or offered for sale by Urban Decay on or after the Effective Date (for example, by a unique brand name or product characteristic system of assigned product number or other labeling). Information provided by Urban Decay to Held under this Section 4.2, including the identity of parties to contracts between Urban Decay and third parties, may be designated by Urban Decay as competitively sensitive, confidential business information. If so designated by Urban Decay along with the identification information, such information shall not be disclosed to any person by Held, outside of his attorneys, without the written permission of Urban Decay. Any motions or pleadings or other Court filings that include information designated by Urban Decay as competitively sensitive confidential business information under this Section 4.2 shall be submitted to the Court in accordance with California Rules of Court Rule 8.160 and Rule 2.550, et seq.

5. MONETARY PAYMENTS

5.1 Civil Penalty Payment Pursuant to Health & Safety Code § 25249.7(b)

In settlement of all the claims referred to in this Consent Judgment, Urban Decay shall pay a total of forty-five thousand dollars (\$45,000.00) in civil penalties in accordance with this Section. Each penalty payment will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental

1 Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Held,
2 as follows:

3 **5.1.1 Initial Civil Penalty** Urban Decay shall pay an initial civil penalty in the
4 amount of ten thousand dollars (\$10,000.00) on or before May 14, 2013. Urban Decay shall issue
5 two separate checks to: (a) OEHHA in the amount of seven thousand five hundred dollars
6 (\$7,500.00) and (b) “The Chanler Group in Trust for Anthony E. Held” in the amount of two
7 thousand five hundred dollars (\$2,500.00). All penalty payments shall be delivered to the
8 addresses listed in Section 3.3 below.

9 **5.1.2 Final Civil Penalty** Urban Decay shall pay a final civil penalty of thirty-
10 five thousand dollars (\$35,000.00) within one hundred and twenty (120) calendar days of the
11 Court’s written order approving this Consent To Judgment. The final civil penalty shall be
12 waived in its entirety, however, if, within no later than sixty (60) calendar days after the Court’s
13 written order approving this Consent To Judgment, an officer of Urban Decay provides Held with
14 written certification that, as of the date of such certification and continuing into the future, Urban
15 Decay has met the reformulation standard specified in Section 2 above, such that all Products
16 manufactured, imported, distributed, sold and offered for sale in California by Urban Decay are
17 Reformulated Products. The certification in lieu of a final civil penalty payment provided by this
18 Section is a material term, and time is of the essence. If Urban Decay fails to provide
19 certification by the above-referenced date, Urban Decay shall issue two separate checks for its
20 final civil penalty payments to: (a) OEHHA in the amount of twenty-six thousand two hundred
21 and fifty dollars (\$26,250.00); and (b) “The Chanler Group in Trust for Anthony E. Held” in the
22 amount of eight thousand seven hundred and fifty dollars (\$8,750.00).

23 **5.2 Payment Procedures**

24 **5.2.1. Issuance of Payments.** Payments shall be delivered as follows:

- 25 (a) All payments owed to Held, pursuant to Sections 3.1 through 3.2, shall
26 be delivered to the following payment address:

27 The Chanler Group
28 Attn: Proposition 65 Controller

1 2560 Ninth Street
2 Parker Plaza, Suite 214
3 Berkeley, CA 94710

4 (b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to
5 Sections 3.1 through 3.2, shall be delivered directly to OEHHA
6 (Memo line "Prop 65 Penalties") at the following addresses:

7 For United States Postal Service Delivery:

8 Mike Gyrics
9 Fiscal Operations Branch Chief
10 Office of Environmental Health Hazard Assessment
11 P.O. Box 4010
12 Sacramento, CA 95812-4010

13 For Non-United States Postal Service Delivery:

14 Mike Gyrics
15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 1001 I Street
18 Sacramento, CA 95814

19 With a copy of the checks payable to OEHHA mailed to The Chanler
20 Group at the address set forth above in 3.3.1(a), as proof of payment to
21 OEHHA.

22 **5.2.2 Issuance of 1099 Forms.** After each penalty payment, Urban Decay shall
23 issue separate 1099 forms for each payment to Held, whose address and tax identification
24 number shall be furnished upon request after this Consent Judgment has been fully executed by
25 the Parties, and OEHHA at the addresses listed in Section 3.3.1 above.

26 **5.3 Reimbursement of Plaintiff's Fees and Costs**

27 The Parties acknowledge that Held and his counsel offered to resolve this dispute without
28 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
issue to be resolved after the material terms of the agreement had been settled. Urban Decay
then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms
had been finalized. The Parties then attempted to (and did) reach an accord on the compensation
due to Held and his counsel under the private attorney general doctrine codified at California

1 Code of Civil Procedure section 1021.5, for all work performed in this matter, except fees that
2 may be incurred on appeal. Under these legal principles, Urban Decay shall pay the amount of
3 sixty-five thousand dollars (\$65,000.00) for fees and costs incurred investigating, litigating and
4 enforcing this matter, including the fees and costs incurred (and yet to be incurred) negotiating,
5 drafting, and obtaining the Court's approval of this Consent Judgment in the public interest.

6 This payment shall be delivered and made payable to The Chanler Group no later than
7 May 14, 2013.

8 **5.4 Issuance of 1099 Forms.** After the Consent Judgment has been approved and the
9 settlement funds have been transmitted to plaintiff's counsel, Urban Decay shall issue three
10 separate 1099 forms, as follows:

11 5.4.1 The first 1099 shall be issued to the Office of Environmental Health Hazard
12 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount of
13 \$7,500.00;

14 5.4.2 The second 1099 shall be issued to Held in the amount of \$2,500.00, whose
15 address and tax identification number shall be furnished upon request; and

16 5.4.3 The third 1099 shall be issued to The Chanler Group (EIN: 94-3171522) in
17 the amount of \$65,000.00.

18 **5.5 Payment Address:** All payments to the Chanler Group shall be delivered to the
19 following payment address:

20 The Chanler Group
21 Attn: Proposition 65 Controller
22 2560 Ninth Street
23 Parker Plaza, Suite 214
Berkeley, CA 94710

24 **6. CLAIMS COVERED AND RELEASE**

25 6.1 This Consent To Judgment is a full, final, and binding resolution between Held
26 and Urban Decay and its parents, shareholders, divisions, subdivisions, subsidiaries, partners,
27 affiliates, and sister companies and their successors and assigns ("Defendant Releasees"), and
28 their downstream distributors, wholesalers, customers, retailers, franchisees, cooperative

1 members, licensors, and licensees, and any other person or entity to whom they directly or
2 indirectly distribute or sell Covered Products, including but not limited to Ulta Salon, Macy's,
3 Sephora, JCPenney , ("Downstream Defendant Releasees"), of any violation of Proposition 65
4 that has been or could have been asserted by Held in the public interest, through a Proposition 65
5 60-Day Notice of Violation against Urban Decay, Defendant Releasees, and Downstream
6 Defendant Releasees regarding the failure to warn about exposure to DEHP in Covered Products.
7 Defendant Releasees' compliance with this Consent To Judgment shall constitute compliance
8 with Proposition 65 with respect to DEHP in Covered Products after the Effective Date.

9 6.2 Held on behalf of himself, his past and current agents, representatives, attorneys,
10 successors, and/or assignees, and in the interest of the general public, hereby waives all rights to
11 institute or participate in, directly or indirectly, any form of legal action and releases all claims,
12 including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
13 demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not
14 limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether
15 known or unknown, fixed or contingent (collectively "Claims"), against Urban Decay, Defendant
16 Releasees, and Downstream Defendant Releasees arising from any violation of Proposition 65
17 regarding the failure to warn about exposure to DEHP in Covered Products.

18 6.3 Held also, in his individual capacity only and *not* in his representative capacity,
19 provides a general release herein which shall be effective as a full and final accord and
20 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,
21 damages, losses, claims, liabilities and demands of Held of any nature, character or kind, known
22 or unknown, suspected or unsuspected, arising out of the subject matter of the Complaint. Held
23 acknowledges that he is familiar with Section 1542 of the California Civil Code, which provides
24 as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
26 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
27 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
28 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
29 HER SETTLEMENT WITH THE DEBTOR.

1 Held, in his individual capacity only and *not* in his representative capacity, expressly waives and
2 relinquishes any and all rights and benefits which he may have under, or which may be conferred
3 on him by the provisions of Section 1542 of the California Civil Code as well as under any other
4 state or federal statute or common law principle of similar effect, to the fullest extent that he may
5 lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such
6 intention, the release hereby given shall be and remain in effect as a full and complete release
7 notwithstanding the discovery or existence of any such additional or different claims or facts
8 arising out of the released matters.

9 This release is expressly limited to those claims that arise under Proposition 65, as such
10 claims relate to Defendant's, Defendant Releasee's and Downstream Releasee's alleged failure to
11 warn about exposures to or identification of the DEHP contained in the Covered Products, as such
12 claims are identified in the Proposition 65 60-Day Notice to Defendant and to the extent that any
13 alleged violations occur prior to thirty (30) days after the Effective Date. This Release does not
14 release any person, party or entity from any liability for any violation of Proposition 65 regarding
15 Covered Products put into the stream of commerce more than 120 days after the Effective Date.

16 The Parties further understand and agree that this release shall not extend upstream to any
17 entities, other than Defendant, that Manufactured the Covered Products or any component parts
18 thereof, or any distributors or suppliers who sold the Covered Products or any component parts
19 thereof to Defendant.

20 6.4 Urban Decay waives any and all Claims against Held, his attorneys, and other
21 representatives for any and all actions taken or statements made (or those that could have been
22 taken or made) by Held and his attorneys and other representatives, whether in the course of
23 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this
24 matter, and/or with respect to the Covered Products.

25 6.5 Urban Decay also provides a general release herein which shall be effective as a
26 full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,
27 expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Urban Decay of any
28 nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject

1 matter of the Action. Urban Decay acknowledges that it is familiar with Section 1542 of the
2 California Civil Code, which provides as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
4 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
5 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
6 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
7 HER SETTLEMENT WITH THE DEBTOR.

8 Urban Decay 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 released matters.

13 7. COURT APPROVAL

14 7.1 By this Consent To Judgment and upon its approval, the Parties waive their right
15 to trial on the merits, and waive rights to seek appellate review of any and all interim rulings,
16 including all pleadings, procedural, and discovery orders.

17 7.2 The parties acknowledge that, pursuant to California Health & Safety Code §
18 25249.7, a noticed motion is required to obtain judicial approval of this Consent To Judgment,
19 which Held shall file, and Urban Decay shall join.

20 7.3 If this Consent To Judgment is not approved by the Court, (a) this Consent To
21 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
22 become null and void, and the action shall revert to the status that existed prior to the execution
23 date of this Consent To Judgment; (b) no term of this Consent To Judgment or any draft thereof,
24 or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions,
25 shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this
26 action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine
27 whether to modify the terms of the Consent To Judgment and to resubmit it for approval.

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1 7.4 If the Court does not approve this Consent To Judgment based exclusively on (a)
2 the agreed upon civil penalty payment sums, as specified in Sections 5.1.1 or 5.1.2, and/or (b) the
3 agreed upon amount of Plaintiff's attorneys' fees and costs, as specified in Section 5.2, Plaintiff's
4 counsel shall reimburse Urban Decay for all funds paid by Urban Decay under Sections 5.1.1,
5 5.1.2, and 5.2 within thirty (30) days of this Court's written order denying this Consent To
6 Judgment.

7 **8. ATTORNEYS' FEES**

8 8.1 Should Plaintiff prevail on any motion, application for an order to show cause or
9 other proceeding to enforce a violation of this Consent To Judgment, Plaintiff shall be entitled to
10 his reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
11 Urban Decay prevail on any motion application for an order to show cause or other proceeding,
12 Urban Decay may be awarded its reasonable attorneys' fees and costs as a result of such motion
13 or application upon a finding by the court that Plaintiff's prosecution of the motion or application
14 lacked substantial justification. For purposes of this Consent To Judgment, the term substantial
15 justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of
16 Civil Procedure Section 2016, *et seq.*

17 8.2 Except as otherwise provided in this Consent To Judgment, each Party shall bear
18 its own attorneys' fees and costs.

19 8.3 Nothing in this Section 8 shall preclude a Party from seeking an award of
20 sanctions pursuant to law.

21 **9. GOVERNING LAW**

22 9.1 The terms of this Consent To Judgment shall be governed by the laws of the State
23 of California, and shall apply only to Covered Products offered for sale in the State of California.
24 In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law
25 generally, or as to the Products, then Urban Decay may provide written notice to Held of any
26 asserted change in the law, and shall have no further obligations pursuant to this Consent To
27 Judgment with respect to, and to the extent that, the Covered Products are so affected.

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1 9.2 The Parties, including their counsel, have participated in the preparation of this
2 Consent To Judgment and this Consent To Judgment is the result of the joint efforts of the
3 Parties. This Consent To Judgment was subject to revision and modification by the Parties and
4 has been accepted and approved as to its final form by all Parties and their counsel. Accordingly,
5 any uncertainty or ambiguity existing in this Consent To Judgment shall not be interpreted against
6 any Party as a result of the manner of the preparation of this Consent To Judgment. Each Party to
7 this Consent To Judgment agrees that any statute or rule of construction providing that
8 ambiguities are to be resolved against the drafting Party should not be employed in the
9 interpretation of this Consent To Judgment and, in this regard, the Parties hereby waive California
10 Civil Code § 1654.

11 **10. NOTICES**

12 10.1 Unless specified herein, all correspondence and notices required to be provided
13 pursuant to this Consent To Judgment shall be in writing and personally delivered or sent by: (i)
14 first-class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any
15 Party by the other Party at the following addresses:

16 To Urban Decay:

17 Beatriz Mejia, Esq.
18 Cooley LLP
19 101 California Street, Fifth Floor
20 San Francisco, CA 94111-5800

21 To Held:

22 Proposition 65 Coordinator
23 The Chanler Group
24 2560 Ninth Street
25 Parker Plaza, Suite 214
26 Berkeley, CA 94710-2565

27 10.2 Any Party, from time to time, may specify in writing to the other Party a change of
28 address to which all notices and other communications shall be sent.

1 **11. MODIFICATION**

2 11.1 **Modification.** This Consent To Judgment may be modified by written agreement
3 of the Parties and upon entry of a modified Consent To Judgment by the court, or by motion of
4 any Party and entry of a modified Consent To Judgment by the court.

5 11.2 **Subsequent Legislation.** If, subsequent to the Effective Date, legislation or
6 regulation is adopted that addresses the DEHP content of Covered Products sold in California,
7 any Party shall be entitled to request that the Court modify the reformulation standard of Section
8 3.1 of this Consent To Judgment for good cause shown.

9 11.3 **Notice; Meet and Confer.** Any Party seeking to modify this Consent To
10 Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a
11 motion to modify the Consent To Judgment.

12 **12. ENTIRE AGREEMENT**

13 12.1 This Consent To Judgment contains the sole and entire agreement and
14 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
15 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
16 merged herein and therein. No supplementation, modification, waiver, or termination of this
17 Consent To Judgment shall be binding unless executed in writing by the Party to be bound
18 thereby. No waiver of any of the provisions of this Consent To Judgment shall be deemed or
19 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall
20 such waiver constitute a continuing waiver.

21 **13. RETENTION OF JURISDICTION**

22 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
23 Consent To Judgment and shall retain jurisdiction to enforce this Consent To Judgment, or any
24 provision thereof, under C.C.P §664.6.

25 **14. COUNTERPARTS; FACSIMILE SIGNATURES**

26 14.1 This Consent To Judgment may be executed in counterparts and by facsimile or
27 portable document format (pdf), each of which shall be deemed an original, and all of which,
28 when taken together, shall constitute one and the same document.

1 **15. AUTHORIZATION**

2 15.1 The undersigned are authorized to execute this Consent To Judgment on behalf of
3 their respective Parties and have read, understood, and agree to all of the terms and conditions of
4 this Consent To Judgment.
5

AGREED TO:	AGREED TO:
Date: <u>April 24, 2013</u> By: <u><i>Anthony E. Held</i></u> Plaintiff ANTHONY HELD	Date: _____ By: _____ Defendant URBAN DECAY COSMETICS LLC

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1 **15. AUTHORIZATION**

2 15.1 The undersigned are authorized to execute this Consent To Judgment on behalf of
3 their respective Parties and have read, understood, and agree to all of the terms and conditions of
4 this Consent To Judgment.

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AGREED TO:	AGREED TO:
Date: _____	Date: <u>4-23-13</u>
By: _____ Plaintiff ANTHONY HELD	By:  Defendant URBAN DECAY COSMETICS LLC

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