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Brian C. Johnson, State Bar No. 235965
THE CHANLER GROUP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118

Attorneys for Plaintiff
PETER ENGLANDER

ENDORSED
FILED
ALAMEDA COUNTY

APR 16 2014

CLERK OF THE SUPERIOR COURT
YOLANDA ESTRADA
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED CIVIL JURISDICTION

PETER ENGLANDER,

Plaintiff,

v.

BEXCO ENTERPRISES, INC., *et al.*,

Defendants.

Case No. RG13688520

**[PROPOSED] JUDGMENT PURSUANT
TO PROPOSITION 65 SETTLEMENT
AND CONSENT JUDGMENT AS TO
DEFENDANT STYLE-LINE FURN., INC.**

Date: April 16, 2014
Time: 2:30 p.m.
Dept.: 17
Judge: Hon. George C. Hernandez, Jr.

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to California Health & Safety Code § 25249.7(f)(4) and California Code of Civil Procedure § 664.6, Judgment is entered in accordance with the terms of the Consent Judgment attached hereto as **Exhibit 1**, and as further modified by the Order approving the Proposition 65 settlement and Consent Judgment. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: APR 16 2014

GEORGE C. HERNANDEZ, JR.
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 Brian C. Johnson, State Bar No. 235965
2 Josh Voorhees, State Bar No. 241436
3 THE CHANLER GROUP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710
7 Telephone: (510) 848-8880
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiff
10 PETER ENGLANDER

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

15 PETER ENGLANDER

16 Plaintiff,

17 v.

18 BEXCO ENTERPRISES, INC., *et al.*

19 Defendants.

Case No. RG13688520

Assigned for All Purposes to the Hon. George C. Hernandez, Jr., Judge, Department 22

[PROPOSED] CONSENT JUDGMENT AS TO DEFENDANT STYLE-LINE FURN., INC.

(Health & Safety Code § 25249.5 *et seq.*)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Peter Englander
4 (“Englander”) and defendant Style-Line Furn., Inc. (“Style-Line”), with Englander and Style-Line
5 each referred to individually as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Englander is a resident of the State of California who seeks to promote awareness of
8 exposures to toxic chemicals, and to improve human health by reducing or eliminating harmful
9 substances contained in consumer and commercial products.

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

15 Englander alleges that Style-Line manufactured, imported, sold and/or distributed for sale in
16 California, upholstered furniture including sofas and chairs that contain tris(1,3-dichloro-2-
17 propyl)phosphate (“TDCPP”) without providing a clear and reasonable Proposition 65 warning.
18 Englander further alleges that TDCPP escapes from the foam padding components resulting in
19 human exposures.

20 On October 28, 2011, California listed TDCPP pursuant to Proposition 65, as a chemical
21 known to cause cancer. TDCPP became subject to the “clear and reasonable warning” requirements
22 of the act one year later on October 28, 2012. Cal. Code Regs., tit. 27, § 27001(b); Health & Safety
23 Code §§ 25249.8 and 25249.10(b).

24 **1.5 Product Description**

25 The categories of products that are covered by this Consent Judgment are identified on
26 Exhibit A (hereinafter “Products”). Polyurethane foam that is supplied, shaped or manufactured for
27 use as a component of another product, such as upholstered furniture, but which is not itself a
28 finished product, is specifically excluded from the definition of Products included on Exhibit A.

1 **1.6 Notice of Violation**

2 On April 11, 2013, Englander served Style-Line, and the requisite public enforcement
3 agencies with a 60-Day Notice of Violation (“Notice”) alleging that Style-Line violated Proposition
4 65 when it failed to warn its customers, consumers, and workers in California that the Products
5 expose users to TDCPP. To the best of the Parties’ knowledge, no public enforcer has commenced
6 and is diligently prosecuting the allegations set forth in the Notice.

7 **1.7 Complaint**

8 On July 22, 2013, Englander commenced the instant action (“Complaint”), naming Style-
9 Line as a defendant, and stating a cause of action for the alleged violations of Proposition 65 that
10 are the subject of the Notice.

11 **1.8 No Admission**

12 Style-Line denies the material, factual, and legal allegations contained in the Notice and
13 Complaint and maintains that all of the products that it has sold or distributed for sale in California,
14 including the Products, have been and are in compliance with all laws. Nothing in this Consent
15 Judgment shall be construed as an admission by Style-Line of any fact, finding, conclusion of law,
16 issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be
17 construed as an admission by Style-Line of any fact, finding, conclusion of law, issue of law, or
18 violation of law. This Section shall not, however, diminish or otherwise affect Style-Line’s
19 obligations, responsibilities, and duties under this Consent Judgment.

20 **1.9 Jurisdiction**

21 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over Style-Line as to the allegations contained in the Complaint, that venue is proper in
23 the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of
24 this Consent Judgment pursuant to Proposition 65 and California Code of Civil Procedure section
25 664.6.

26 **2. DEFINITIONS**

27 **2.1 California Customer**

28 “California Customer” shall mean any customer that Style-Line reasonably believes is

1 located in California, has a California warehouse or distribution center, maintains a retail outlet in
2 California, or has distributed Products for sale in California, or into California online via the
3 internet, through catalogue sales, or by any other means, on or after January 1, 2012.

4 2.2 No Detectable Amount

5 “No Detectable Amount” shall mean no more than 25 parts per million (“ppm”) (the
6 equivalent of .0025%) TDCPP or tris(2-chloroethyl)phosphate (“TCEP”) in any material,
7 component, or constituent of a subject product, when analyzed pursuant to EPA testing
8 methodologies 3545 and 8270C, or equivalent methodologies utilized by federal or state agencies to
9 determine the presence, or measure the amount, of TDCPP or TCEP in a solid substance.

10 2.3 Effective Date

11 “Effective Date” shall mean January 15, 2014.

12 2.4 Private Label Covered Products

13 “Private Label Covered Products” means Products that bear a brand or trademark owned or
14 licensed by a Retailer or affiliated entity that are sold or offered for sale by a Retailer in the State of
15 California.

16 2.5 Reformulated Products

17 “Reformulated Products” shall mean Products that contain No Detectable Amount (i.e., no
18 more than 25 ppm) of TDCPP or TCEP.

19 2.6 Reformulation Standard

20 The “Reformulation Standard” shall mean Products with components containing “No
21 Detectable Amount” (i.e., no more than 25 ppm) of TDCPP or TCEP.

22 2.7 Retailer

23 “Retailer” means an individual or entity that offers a Product for sale to consumers in
24 California.

25 3. INJUNCTIVE RELIEF: REFORMULATION

26 3.1 Reformulation Commitment

27 Commencing on April 30, 2014, and continuing thereafter, Style-Line shall not
28 manufacture, purchase, or import for distribution or sale in California, or to California Customers

1 for sale in California, any Products that do not meet the definition of Reformulated Products
2 established by Section 2.5.

3 **3.2 Vendor Notification/Certification**

4 To the extent it has not already done so, on or before the Effective Date, Style-Line shall
5 provide written notice to each of its vendors of TDCPP-containing foam used in its Products that
6 are sold or offered for sale in California, or to California Customers, instructing the vendor to use
7 reasonable efforts to provide Products that comply with the Reformulation Standard, or to provide
8 foam and other components or materials to enable Style-Line to meet the Reformulation Standard
9 and offer only Reformulated Products. In addressing the obligation set forth in the preceding
10 sentence, Style-Line shall not employ statements to encourage any delay. On or before May 1,
11 2014, Style-Line shall obtain a written statement from each vendor certifying that all of the
12 Products it manufactures or otherwise supplies to Style-Line comply with the Reformulation
13 Standard. Such certifications shall be held by Style-Line for at least two years from receipt, and
14 shall be made available to Englander upon request.

15 **3.3 Products No Longer in Style-Line's Control**

16 To the extent it has not already done so, no later than 30 days after the Effective Date, Style-
17 Line shall send a letter ("Notification Letter"), electronic or otherwise, to: (a) each California
18 Customer and/or Retailer to whom it supplied the Colette Loveseat #666 3201100101 identified as
19 an exemplar on the Notice ("Exemplar Product") on or after October 28, 2011; and (b) any
20 California Customer and/or Retailer that Style-Line reasonably believes is likely to have had any
21 inventory of an Exemplar Product for resale in California as of January 1, 2013. The Notification
22 Letter shall advise the recipient that the Exemplar Product "contains TDCPP, a chemical that is
23 known to the State of California to cause cancer," and request that the recipient either: (a) label the
24 Exemplar Products remaining in inventory prior to offering them for sale in California, or to
25 California Customers for sale in California, pursuant to Section 3.5; or (b) return all unsold units of
26 the Exemplar Product intended for sale in California at Style-Line's expense. The Notification
27 Letter shall require a response from the recipient within 20 days, confirming whether the recipient
28 has elected to label or return its Exemplar Product inventory. Style-Line shall maintain records of

1 any Notification Letters and customer responses generated pursuant to this Section for two years,
2 and shall promptly produce copies of such records upon Englander's request.

3 3.4 Current Inventory

4 Any Products in, or manufactured and en route to, Style-Line's inventory on or after the
5 Effective Date, that do not qualify as Reformulated Products, and that Style-Line has reason to
6 believe may be sold or distributed for sale in California, shall contain a clear and reasonable
7 warning in accordance with Section 3.5, below, unless Section 3.6 applies.

8 3.5 Product Warnings

9 3.5.1 **Product Labeling.** Any warning required pursuant to Sections 3.3 or 3.4
10 above shall be affixed to the packaging, labeling, or directly on each Product. Each warning shall
11 be prominently placed with such conspicuousness when compared with other words, statements,
12 designs, or devices as to render it likely to be read and understood by an ordinary individual under
13 customary conditions before purchase. Style-Line shall provide the warnings in such a manner that
14 the consumer or user understands to which specific Product the warning applies, so as to minimize
15 the risk of confusion.

16 A warning provided pursuant to this Consent Judgment shall state:

17 **WARNING:** This product contains TDCPP, a flame
18 retardant chemical known to the State
of California to cause cancer.

19 3.5.2 **Internet Website Warning.** Style-Line represents that it does not presently
20 operate a website through which consumers can purchase Products for sale over the internet. It
21 agrees, however, that if it commences online sales prior to completion of reformulation, a warning
22 shall be given in conjunction with Style-Line's sale of the Products into California, or to California
23 Customers online via its internet website. The warning shall appear on one or more web pages
24 displayed to a purchaser prior to completing payment and/or during the "checkout" process. The
25 following warning statement shall be used and shall: (a) appear adjacent to, or immediately
26 following the display, description, or price of the Product; and/or (b) appear as a pop-up box visible
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1 payments to OEHHA and Englander, and the payment for reimbursement of Englander's fees under
2 Section 4.4 to be held in its attorney-client trust account until disbursement.

3 4.1.2 **Second Civil Penalty.** On or before March 15, 2014, Style-Line shall make
4 a second civil penalty payment in the amount identified on Exhibit A. The amount of the second
5 penalty may be reduced according to any penalty waiver for which Style-Line is eligible under
6 Sections 4.1.4(i) and 4.1.4(iii), below.

7 4.1.3 **Third Civil Penalty.** On or before November 30, 2014, Style-Line shall
8 make a third civil penalty payment in the amount identified on Exhibit A. The amount of the third
9 penalty may be reduced according to any penalty waiver for which Style-Line is eligible under
10 Sections 4.1.4(ii) and 4.1.4(iv), below.

11 4.1.4 **Reductions to Civil Penalty Amounts.** Style-Line may reduce the amount
12 of the second and/or third civil penalty payments identified on Exhibit A by providing Englander
13 with certification of certain efforts undertaken to reformulate its Products or limit the ongoing sale
14 of non-reformulated Products in California. The option to provide a written certification in lieu of
15 paying any portion of the second or third civil penalty payments afforded by this Section constitutes
16 a material term, and with regard to such term, time is of the essence.

17 4.1.4(i) **Partial Penalty Waiver for Accelerated Reformulation of**
18 **Products Sold or Offered for Sale in California.**

19 If Style-Line so elects on Exhibit A, a portion of the second civil penalty shall be waived, if,
20 as of March 15, 2014, and continuing thereafter, Style-Line agrees that it will only manufacture or
21 import for distribution or sale in California, or to California Customers for sale in California,
22 Reformulated Products. An officer or other authorized representative shall provide Englander with
23 a written certification confirming compliance with such conditions, no later than March 1, 2014.

24 4.1.4(ii) **Partial Penalty Waiver for Reformulation of Additional**
25 **Proposition 65-Listed Flame Retardant Chemicals.**

26 As set forth on Exhibit A, a portion of the third civil penalty shall be waived, if Style-Line
27 agrees that, commencing on November 30, 2014 and continuing thereafter, it will only manufacture
28 or import for distribution or sale California, Reformulated Products that, in addition to containing a
maximum TDCPP and/or TCEP content of 25 ppm, also contain no more than of 25 ppm of

1 tris(2,3-dibromopropyl)phosphate (“TDBPP”) in any material, component, constituent, or part of a
2 subject product when analyzed pursuant to EPA testing methodologies 3545 and 8270C, or
3 equivalent methodologies utilized by federal or state agencies to determine the presence, or measure
4 the amount TCEP and/or TDBPP in a solid substance. To receive this partial penalty waiver, an
5 officer or other authorized representative shall provide Englander with written certification
6 confirming compliance with the above maximum TCEP and TDBPP content limits on or before
7 November 15, 2014.

8 **4.1.4(iii) Partial Penalty Waiver for Withdrawal of Non-Reformulated**
9 **Exemplar Products from the California Market.**

10 As set forth on Exhibit A, a portion of the second civil penalty shall be waived, if an officer
11 or other authorized representative of Style-Line provides Englander with written certification, by
12 March 1, 2014, confirming that each individual or establishment in California to which it supplied
13 the Exemplar Product after October 28, 2011, has elected pursuant to Section 3.3 to return all
14 Exemplar Products remaining in inventory, if any, for sale in California.

15 **4.1.4(iv) Partial Penalty Waiver for Cessation of Distribution of Non-**
16 **Reformulated Products into California.**

17 As set forth on Exhibit A, a portion of the third civil penalty shall be waived, if an officer or
18 other authorized representative of Style-Line provides Englander with written certification, on or
19 before November 15, 2014, that commencing on July 1, 2014, and continuing thereafter, it has only
20 distributed, sold, or offered for sale in California, or to California Customers for sale in California,
21 Reformulated Products.

22 **4.2 Representations Regarding Company Size, Sales and Compliance**

23 Style-Line represents that the sales data and other information regarding its sales of
24 Products in California, company size and revenues, Proposition 65 compliance efforts undertaken
25 with respect to the Products, and/or its knowledge of TDCPP presence in the Products that it
26 provided to Englander is true and accurate based on its knowledge, and agrees and understands that
27 such representations are material factors upon which Englander relied to determine the amount of
28 civil penalties assessed pursuant to Health and Safety Code section 25249.7(b). If, within nine
months of the Effective Date, Englander discovers and presents to Style-Line, evidence

1 demonstrating that the preceding representation and warranty was materially inaccurate at the time
2 it was made, then Style-Line shall have 30 days to meet and confer regarding the Englander's
3 contention. Should this 30 day period pass without any resolution between Englander and Style-
4 Line, Englander shall be entitled to file a formal legal claim including, but not limited to, a claim
5 for damages for breach of contract.

6 4.3 Stipulated Penalties for Violations of the Reformulation Standard

7 If Englander provides notice and appropriate supporting information to Style-Line that
8 levels of TDCPP in excess of the Reformulation Standard have been detected in one or more
9 Products labeled or otherwise marked in an identifiable manner as manufactured or imported after a
10 deadline for meeting the Reformulation Standard under Section 3.1 or 3.6 above has commenced,
11 then Style-Line may elect to pay a stipulated penalty to relieve any further potential liability under
12 Proposition 65 or sanction under this Consent Judgment as to Products sourced from the vendor in
13 question.¹ The stipulated penalty shall be \$1,500 if the violation level is below 100 ppm and \$3,000
14 if the violation level is between 100 ppm and 249 ppm, this being applicable for any amount in
15 excess of the Reformulation Standards but under 250 ppm.² Englander shall further be entitled to
16 reimbursement of his associated expenses in an amount not to exceed \$5,000 regardless of the level
17 at which the Product exceeds the Reformulation Standard, or the applicable stipulated penalty
18 amount. If the Parties proceed under this Section, Style-Line must provide notice and appropriate
19 supporting information relating to the purchase (e.g. vendor name and contact information
20 including representative, purchase order, certification (if any) received from vendor for the
21 exemplar or subcategory of products), test results, and a letter from a company representative or
22 counsel supporting the information provided to Englander within 30 days of receiving test results

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25 ¹ This Section shall not be applicable where the vendor in question had previously been
26 found by Style-Line to have provided unreliable certifications as to meeting the Reformulation
27 Standard in its Products on two or more occasions. Notwithstanding the foregoing, a stipulated
28 penalty for a second Product that exceeds the TDCPP Reformulation Standard by Style-Line's
29 vendor at a level between 100 and 249 ppm shall not be available after July 1, 2015.

30 ² Any stipulated penalty payments made pursuant to this Section should be allocated and
31 remitted in the same manner as set forth in Section 4.1.

1 from Englander's counsel. Any violation where the TDCPP content exceeds 250 ppm shall be
2 subject to the full remedies available under this Consent Judgment and at law.

3 **4.4 Reimbursement of Fees and Costs**

4 The Parties acknowledge that Englander and his counsel offered to resolve this dispute
5 without reaching terms on the amount of fees and costs to be reimbursed, thereby leaving the fee
6 issue to be resolved after the material terms of the agreement had been settled. Shortly after the
7 other settlement terms had been finalized, Style-Line expressed a desire to resolve Englander's
8 outstanding fees and costs. Under general contract principles and the private attorney general
9 doctrine codified at California Code of Civil Procedure section 1021.5 for all work performed
10 through the mutual execution of this agreement, including the fees and costs incurred as a result of
11 investigating, bringing this matter to Style-Line's attention, negotiating a settlement in the public
12 interest, and seeking court approval of the same, Style-Line agreed to pay Englander, upon the
13 Court's approval and entry of this Consent Judgment, the amount of fees and costs indicated on
14 Exhibit A.

15 **4.5 Payment Procedures**

16 **4.5.1 Payment Addresses.** All payments and tax forms required under this
17 Consent Judgment shall be delivered to the following addresses, as appropriate:

18 (a) For Englander and his counsel payments and tax documentation shall
19 be delivered to:

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

25 (b) For OEHHA, all payments and tax documentation shall be delivered
26 directly to OEHHA (Memo line "Prop 65 Penalties") at one of the following addresses:

27 For United States Postal Service Delivery:

28 Mike Gyurics
 Fiscal Operations Branch Chief
 Office of Environmental Health Hazard Assessment
 P.O. Box 4010
 Sacramento, CA 95812-4010

1 members, and licensees (collectively, “Releasees”), from all claims alleging violations of
2 Proposition 65 through the Effective Date based on unwarned exposures to the TDCPP from the
3 Products, as set forth in the Notice. Compliance with the terms of this Consent Judgment
4 constitutes compliance with Proposition 65 with respect to exposures to TDCPP from the Products,
5 as set forth in the Notice. The Parties further understand and agree that this Section 5.1 release shall
6 not extend upstream to any entity that manufactured the Products or any component parts thereof,
7 or any distributor or supplier who sold the Products or any component parts thereof to Style-Line.

8 5.2 **Englander’s Individual Releases of Claims**

9 Englander, in his individual capacity only and *not* in any representative capacity, provides a
10 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
11 actions, causes of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims,
12 liabilities, and demands of any nature, character, or kind, whether known or unknown, suspected or
13 unsuspected, limited to and arising out of alleged or actual exposures to TDCPP, TCEP, and/or
14 TDBPP in Products manufactured, imported, distributed, or sold by Style-Line prior to the Effective
15 Date. The Parties further understand and agree that this release shall not extend upstream to any
16 entity that manufactured the Products, or any component parts thereof, or any distributor or supplier
17 who sold any Products or any component parts thereof to Style-Line. Nothing in this Section
18 affects Englander’s right to commence or prosecute an action under Proposition 65 against a
19 Releasee that does not involve Style-Line’s Products.

20 5.3 **Style-Line’s Release of Englander**

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

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1 **6. COURT APPROVAL**

2 This Consent Judgment is not effective until it is approved and entered by the Court and
3 shall be null and void if, for any reason, it is not approved and entered by the Court within one year
4 after it has been fully executed by all Parties. Englander and Style-Line agree to support the entry of
5 this agreement as a Consent Judgment and to obtain approval of the Consent Judgment by the Court
6 in a timely manner. The Parties acknowledge that, pursuant to California Health and Safety Code
7 section 25249.7(f), a noticed motion is required for judicial approval of this Consent Judgment,
8 which motion Englander shall draft and file and Style-Line shall support, appearing at the hearing if
9 so requested. If any third-party objection to the motion is filed, Englander and Style-Line agree to
10 work together to file a reply and appear at any hearing. This provision is a material component of
11 the Consent Judgment and shall be treated as such in the event of a breach.

12 If the Court does not approve the Consent Judgment, the Parties shall meet and confer for a
13 period of not less than 30 days as to whether to modify the language of the Consent Judgment or
14 appeal the ruling. If the Parties do not jointly agree on a course of action to take, then the case shall
15 proceed in its normal course on the Court's trial calendar. In the event the Court's approval is
16 ultimately overturned by an appellate court, the Parties shall meet and confer for a period of not less
17 than 30 days as to whether to modify the terms of this Consent Judgment. If the Parties do not
18 jointly agree on a course of action to take, then the case shall proceed in its normal course on the
19 Court's trial calendar. In the event that this Consent Judgment is entered by the Court and
20 subsequently overturned by any appellate court, any monies that have been provided to OEHHHA,
21 Englander or his counsel under this Consent Judgment shall be refunded within 15 days of the
22 appellate decision becoming final. If the Court does not approve and enter the Consent Judgment
23 within one year of the Effective Date, any monies that have been provided to OEHHHA or held in
24 trust for Englander or his counsel pursuant to Section 3, above, shall be refunded to Style-Line
25 within 15 days.

26 **7. GOVERNING LAW**

27 The terms of this Consent Judgment shall be governed by the laws of the State of California.
28 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by

1 reason of law generally, or as to the Products, then Style-Line may provide Englander with notice
2 of any asserted change in the law, and shall have no further obligations pursuant to this Consent
3 Judgment with respect to, and to the extent that, the Products are so affected. Nothing in this
4 Consent Judgment shall be interpreted to relieve Style-Line from its obligation to comply with any
5 pertinent state or federal law or regulation.

6 **8. NOTICE**

7 Unless specified herein, all correspondence and notices required to be provided pursuant to
8 this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class
9 registered or certified mail, return receipt requested; or (iii) a recognized overnight courier to any
10 Party by the other at the following addresses:

11 To Style-Line:

12 At the address shown on Exhibit A

To Englander:

13 Attn: Proposition 65 Coordinator
14 The Chanler Group
15 2560 Ninth Street
16 Parker Plaza, Suite 214
17 Berkeley, CA 94710-2565

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

20 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

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

24 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

25 Englander and his counsel agree to comply with the reporting form requirements referenced
26 in California Health and Safety Code section 25249.7(f).

27 **11. MODIFICATION**

28 This Consent Judgment may be modified only by: (a) a written agreement of the Parties and
entry of a modified consent judgment by the Court; or (b) a successful motion or application by any
party and entry of a modified consent judgment by the Court.

1 **12. 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.

5 **AGREED TO:**

AGREED TO:

6
7 Date: February 28, 2014

Date: _____

8
9 By: 
10 PETER ENGLANDER

By: _____
Margie Anderson, President
STYLE-LINE FURN., INC.

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1 **12. 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.

5 **AGREED TO:**

AGREED TO:

6
7 Date: _____

Date: 02-28-14

8
9 By: _____

PETER ENGLANDER

By: Margie Anderson

Margie Anderson, President
STYLE-LINE FURN., INC.

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EXHIBIT A

I. Settling Defendant: **Style-Line Furn., Inc. (“Style-Line”)**

II. Types of Covered Products: Upholstered furniture manufactured or distributed by Style-Line (including, but not limited to chairs, sofas, ottomans, love seats, etc.) and replacement parts and components manufactured or distributed by Style-Line for the same.

III. Downstream Entities Released: The downstream entities covered by the Release in Section 5 include, but are not limited to, J.C. Penney Company.

IV. Style-Line’s Total Settlement Payments:

A. Initial Settlement Payments: \$30,000

- 1. Initial Civil Penalty: \$5,000
- 2. Attorneys’ Fees and Costs: \$25,000

B. Second Civil Penalty: \$10,000

- 1. Section 4.1.4(i) Partial Penalty Waiver, if applicable: \$7,000
- 2. Section 4.1.4(iii) Partial Penalty Waiver, if applicable: \$3,000

C. Third Civil Penalty: \$5,000

- 1. Section 4.1.4(ii) Partial Penalty Waiver, if applicable: \$3,000
- 2. Section 4.1.4(iv) Partial Penalty Waiver, if applicable: \$2,000

V. Persons to receive notice under Section 8:

Margie Anderson
President
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