



1 Evan J. Smith, Esquire (SBN 242352)  
 2 Ryan P. Cardona, Esquire (SBN 302113)  
 3 BRODSKY & SMITH, LLC  
 9595 Wilshire Blvd., Ste. 900  
 4 Beverly Hills, CA 90212  
 Telephone: (877) 534-2590  
 Facsimile: (310) 247-0160

5 *Attorneys for Plaintiff*

**FILED**  
**ALAMEDA COUNTY**

JAN 12 2017

CLERK OF THE SUPERIOR COURT  
 By *Carroll Salazar*  
 Deputy

NOV 2 2016

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA

10 GABRIEL ESPINOSA,  
 11  
 12 Plaintiff,  
 13  
 14 vs.  
 15 L.C. INDUSTRIES, INC. t/a LCI  
 16 BRANDS and STEIN MART HOLDING  
 17 CORP. t/a STEIN MART,  
 Defendants.

Case No.: RG16822618

~~PROPOSED~~ ORDER APPROVING  
 PROPOSITION 65 SETTLEMENT AND  
 CONSENT JUDGMENT

Judge: *Michael Markman*

Dept.: 302

Hearing Date: January 10, 2017

Hearing Time: 2:30 PM

Reservation #: R-1801065

18 Plaintiff Gabriel Espinosa and Defendants L.C. Industries, Inc. and Stein Mart Holding  
 19 Corp. have agreed to the terms of the settlement memorialized in the [Proposed] Consent  
 20 Judgment attached as Exhibit A to the Declaration of Evan J. Smith in Support of Motion to  
 21 Approve Proposition 65 Settlement and Consent Judgment lodged herewith, and Plaintiff has  
 22 moved this Court for an Order approving the settlement.

23 After consideration of the papers submitted and the arguments presented, the Court finds  
 24 that the settlement agreement set forth in the Consent Judgment meets the criteria established by  
 25 California Health & Safety Code § 25249.7(f)(4), in that:

- 26 1. The injunctive relief required by the Consent Judgment complies with
- 27 Proposition 65;

28

BY FAX

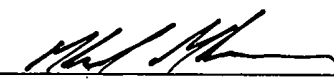
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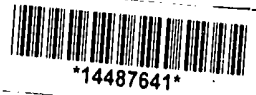
2. The reimbursement of fees and costs provided by the Consent Judgment is reasonable under California law; and
3. The civil penalty amount to be paid pursuant to the Consent Judgment is reasonable.

Accordingly, the Motion for Approval of the Proposition 65 Settlement is GRANTED.

**IT IS SO ORDERED.**

Dated: 1/11/17

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
Michael M. Markman



**FILED**  
**ALAMEDA COUNTY**  
**JAN 12 2017**  
CLERK OF THE SUPERIOR COURT  
By *Danielle Salazar* Deputy

1 Evan J. Smith, Esquire (SBN 242352)  
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8 *Attorneys for Plaintiff*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ALAMEDA

11 GABRIEL ESPINOSA,  
12 Plaintiff,  
13 vs.  
14 L.C. INDUSTRIES, INC. t/a LCI  
15 BRANDS and STEIN MART HOLDING  
16 CORP. t/a STEIN MART,  
17 Defendants.

18 Case No. RG16822618  
19 ~~[PROPOSED]~~ CONSENT JUDGMENT  
20 Judge: Michael Markman  
21 Dept.: 302  
22 Hearing Date: January 10, 2017  
23 Hearing Time: 2:30 PM  
24 Reservation #: R-1801065

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1           1.     Introduction

2           1.1    On March 24, 2016, Gabriel Espinosa ("Espinosa") served L.C. Industries, Inc.  
3 ("LCI"), Stein Mart Holding Corp. ("Stein Mart") and various public enforcement agencies with a  
4 document entitled "Notice of Violation of California Health & Safety Code § 25249.6, *et seq.*"  
5 (the "Notice"). The Notice provided LCI, Stein Mart, and such others, including public enforcers,  
6 with notice that alleged that LCI and Stein Mart were in violation of California Health & Safety  
7 Code § 25249.6 ("Proposition 65"), for failing to warn consumers and customers that The  
8 Original Neckrest, UPC No. 029275045202 ("Product" or "Products") exposed users in  
9 California to the chemical Di(2-ethylhexyl) phthalate (DEHP). No public enforcer has diligently  
10 prosecuted the allegations set forth in the Notice.

11          1.2    On July 8, 2016, Espinosa filed a Complaint for Civil Penalties and Injunctive  
12 Relief ("Complaint") in Alameda County Superior Court, Case No. RG16822618, against LCI  
13 and Stein Mart (collectively, "Defendants") alleging violations of Proposition 65.

14          1.3    Defendants and Espinosa are collectively referred to herein as, the "Parties".

15          1.3    LCI and Stein Mart are each a corporation that employs more than ten persons  
16 under California Health and Safety Code §25249.6 and offered the Products for sale within the  
17 State of California.

18          1.4    Espinosa's Complaint alleges, among other things, that Defendants sold the  
19 Products in California and/or to California citizens; that the Products contains DEHP, and that the  
20 resulting exposure violated provisions of Proposition 65, by knowingly and intentionally  
21 exposing persons to a chemical known to the State of California to cause both cancer and  
22 reproductive toxicity without first providing a clear and reasonable warning to such individuals.

23          1.5    For purposes of this Consent Judgment only, the Parties stipulate that this Court  
24 has jurisdiction over the allegations of violations contained in the Complaint and personal  
25 jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper in the  
26 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a  
27 resolution of the allegations contained in the Complaint.

28          1.6    The Parties enter into this Consent Judgment pursuant to a full settlement of

1 disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding  
2 prolonged litigation. By execution of this Consent Judgment, Defendants do not admit any  
3 violation of Proposition 65 and specifically deny that they have committed any such violation.  
4 Nothing in this Consent Judgment shall be construed as an admission by Defendants of any fact,  
5 issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be  
6 construed as an admission by Defendants of any fact, issue of law, or violation of law. Nothing in  
7 this Consent Judgment shall prejudice, waive, or impair any right, remedy or defense that  
8 Defendants may have in any other future legal proceeding. However, this paragraph shall not  
9 diminish or otherwise affect the obligations, responsibilities and duties of Defendants under this  
10 Consent Judgment.

11 1.7 For purposes of this Consent Judgment, the term "Effective Date" shall mean the  
12 date that the Consent Judgment is entered by the Court.

13 2. Injunctive Relief

14 2.1 Commencing ninety (90) days after the Effective Date, and continuing thereafter,  
15 LCI shall only ship, sell, or offer for sale in California, Reformulated Product pursuant to Section  
16 2.2 or Product that is labeled with a clear and reasonable warning pursuant to Section 2.3. LCI  
17 and its downstream retailers shall have no obligation to label Products that entered the stream of  
18 commerce prior to the Effective Date or within ninety (90) days after the Effective Date. For  
19 purposes of this Settlement Agreement, a "Reformulated Product" is Product that is in compliance  
20 with the standard set forth below in section 2.2.

21 2.2 "Reformulated Product" shall mean Product that contains less than or equal to  
22 1,000 parts per million ("ppm") of DEHP when analyzed pursuant to CPSC-CH-C1001-09.3  
23 Standard Operating Procedure for Determination of Phthalates method.

24 2.3 Commencing ninety (90) days after the Effective Date, LCI shall, for all Products  
25 it sells or distributes and that is intended for sale in California and that is not a Reformulated  
26 Product, provide clear and reasonable warnings as set forth in subsections 2.3(a) and (b) below.  
27 The warning shall be prominently placed with such conspicuousness as compared with other  
28 words, statements, designs, or devices as to render it likely to be read and understood by an

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

4 (a) **Retail Store Sales**

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

8 **[PROPOSITION 65] WARNING:**

9 This product contains a chemical known to the State of California to cause cancer,  
10 birth defects or other reproductive harm.

11 The bracketed text may, but is not required to, be used.

12 (ii) **Point of Sale Warnings.** Alternatively to the Product

13 Labeling set forth in Section 2.3(a)(i) above, LCI may provide warning  
14 signs in the form below to its customers in California with instructions to  
15 post the warning signs in close proximity to the point of display of the  
16 Product. Such instruction sent to LCI customers shall be sent by certified  
17 mail, return receipt requested.

18 **[PROPOSITION 65] WARNING:**

19 This product contains a chemical known to the State of California to cause cancer,  
20 birth defects or other reproductive harm.

21 The bracketed text may, but is not required to, be used.

22 (b) **Mail Order Catalog Warning.** In the event that LCI directly sells

23 Product via mail order catalog directly to consumers located in California after the Effective Date  
24 that is not a Reformulated Product, LCI shall provide a warning for such Product sold via mail  
25 order catalog to such California residents. A warning that is given in a mail order catalog shall be  
26 in the same type size or larger than the Product description text within the catalog. The following  
27 warning shall be provided on the same page and in the same location as the display and/or  
28 description of the Product:

1           **[PROPOSITION 65] WARNING:**

2           This product contains a chemical known to the State of California to cause cancer,  
3           birth defects or other reproductive harm.

4           The bracketed text may, but is not required to, be used. Where it is impracticable to provide the  
5           warning on the same page and in the same location as the display and/or description of the  
6           Product, LCI may utilize a designated symbol to cross reference the applicable warning and shall  
7           define the term "designated symbol" with the following language on the inside of the front cover  
8           of the catalog or on the same page as any order form for the Product:

9           **[PROPOSITION 65] WARNING:** Certain products identified with this symbol  
10          ▼ and offered for sale in this catalog contain a chemical known to the State of  
11          California to cause cancer, birth defects or other reproductive harm.

12          The bracketed text may, but is not required to, be used. The designated symbol must appear on  
13          the same page and in close proximity to the display and/or description of the Product. On each  
14          page where the designated symbol appears, LCI must provide a header or footer directing the  
15          consumer to the warning language and definition of the designated symbol.

16                (c) **Internet Sales Warning.** In the event that LCI sells Product via the  
17          internet directly to consumers located in California after the Effective Date that is not a  
18          Reformulated Product, LCI shall provide a warning for such Product sold via the internet to such  
19          California residents. A warning that is given on the internet shall be in the same type size or  
20          larger than the Product description text and shall be given in conjunction with the direct sale of  
21          the Product. The warning shall appear either: (a) on the same web page on which the Product is  
22          displayed; (b) on the same web page as the order form for the Product; (c) on the same page as  
23          the price for the Product; or (d) on one or more web pages displayed to a purchaser during the  
24          checkout process. The following warning shall be provided:

25                **[PROPOSITION 65] WARNING:**

26                This product contains a chemical known to the State of California to cause cancer, birth  
27                defects or other reproductive harm.

28                The bracketed text may, but is not required to, be used.

1           **3.    Entry of Consent Judgment**

2           3.1    The Parties hereby request that the Court promptly enter this Consent Judgment.

3    Upon entry of this Consent Judgment, the Parties waive their respective rights to a hearing or trial  
4    on the allegations of the Complaint and 60-Day Notice.

5           3.2    In the event that the Attorney General objects or otherwise comments on one or  
6    more provisions of this Consent Judgment, the Parties agree to take reasonable steps to satisfy  
7    such concerns or objections.

8           **4.    Matters Covered By This Consent Judgment**

9           4.1    **Espinosa's Public Release of Proposition 65 Claims.**    This Consent

10   Judgment is a final and binding resolution between Espinosa, acting on his own behalf, and on  
11   behalf of the public and in the public interest, and Defendants, and shall have preclusive effect  
12   such that no other person or entity, whether purporting to act in his, her, or its interests or the  
13   public interest shall be permitted to pursue and/or take any action with respect to any violation of  
14   Proposition 65 that was alleged in the Complaint, or that could have been brought pursuant to the  
15   Notice against LCI or its downstream retailers of the Product including but not limited to Stein  
16   Mart ("Proposition 65 Claims"). As to alleged exposures to DEHP in the Product, compliance  
17   with the terms of this Consent Judgment by LCI is deemed sufficient to satisfy all obligations  
18   concerning compliance by LCI and its downstream retailers, including but not limited to Stein  
19   Mart with the requirements of Proposition 65 with respect to the Products.

20          4.2    **Plaintiff's Release of Additional Claims.**    As to Espinosa for and in his

21   individual capacity only, this Consent Judgment shall have preclusive effect such that he shall not  
22   be permitted to pursue and/or take any action with respect to any other statutory or common law  
23   claim, to the fullest extent that any such claim was or could have been asserted by him against  
24   LCI or any and all downstream retailers of the Products, including but not limited to Stein Mart,  
25   based on their exposure of Espinosa to DEHP in the Products, or their failure to provide a clear  
26   and reasonable warning of exposure to Espinosa as well as any other claim based in whole or in  
27   part on the facts alleged in the Complaint and the Notice, whether based on actions committed by  
28   LCI or its downstream retailers of the Products, including but not limited to Stein Mart ("DEHP



1 Exposure Claims”).  
2 4.3 Waiver of Rights Under Section 1542 of the California Civil Code. As to  
3 Espinosa’s public release of Proposition 65 Claims set forth in Section 4.1 (“Public Release”) and  
4 his individual release of DEHP Exposure Claims set forth in Section 4.2 (“Individual Release”),  
5 Espinosa, acting on his own behalf and on behalf of the public with respect to the Public Release  
6 and acting in his individual capacity with respect to the Individual Release, waives all rights to  
7 institute any form of legal action, and releases all claims against LCI and its downstream retailers,  
8 including but not limited to Stein Mart (including their parents, subsidiaries, affiliates, assigns,  
9 and acquiring entities of any of them, who may use, maintain, distribute or sell the Products) for  
10 the Proposition 65 Claims and the DEHP Exposure Claims (referred to collectively in this  
11 Section as “Claims”). In furtherance of the foregoing, Espinosa, acting on his own behalf and on  
12 behalf of the public with respect to the Public Release and acting in his individual capacity with  
13 respect to the Individual Release, waives any and all rights and benefits which he now has, or in  
14 the future may have, conferred upon him with respect to the Claims by virtue of the provisions of  
15 § 1542 of the California Civil Code, which provides as follows:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
17 **CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER**  
18 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**  
19 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED**  
20 **HIS SETTLEMENT WITH THE DEBTOR.**

21 4.4 Defendants’ Release of Plaintiff Espinosa: Defendants, each on behalf of itself,  
22 their past and current agents, representatives, attorneys, successors and/or assignees, hereby  
23 waives any and all claims against Espinosa, his attorneys, and other representatives for any and all  
24 actions taken or statements made (or those that could have been taken or made) by Espinosa and  
25 his attorneys and other representatives, whether in the course of investigating claims or otherwise  
26 seeking enforcement of Proposition 65 against Defendants in this matter.  
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5. Enforcement of Judgment

5.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of Alameda County; giving the notice required by law, enforce the terms and conditions contained herein. In any proceeding brought by either party to enforce this Consent Judgment, such party may seek whatever fines, costs, penalties or remedies as may be provided by law for any violation of Proposition 65 or this Consent Judgment.

6. Modification of Judgment

6.1 This Consent Judgment may be modified only by written agreement of the Parties upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as provided by law and upon an entry of a modified Consent Judgment by the Court.

6.2 Should any court enter final judgment in a case brought by Espinosa or the People involving the Products that sets forth standards defining when Proposition 65 warnings will or will not be required ("Alternative Standards"), or if the California Attorney General's office otherwise provides written endorsement (i.e., a writing that is circulated by the Attorney General that is not intended for the purpose of soliciting further input or comments) of Alternative Standards applicable to products that are of the same general type and function as the Products and constructed from the same materials, LCI shall be entitled to seek a modification of this Consent Judgment on sixty (60) days' notice to Espinosa so as to be able to utilize and rely on such Alternative Standards in lieu of those set forth in Section 2 of this Consent Judgment. Espinosa shall not unreasonably contest any proposed application to effectuate such a modification provided that the Products for which such a modification is sought are of the same general type and function as those to which the Alternative Standards apply.

1           7.     Settlement Payment

2           7.1     In settlement of all the claims referred to in this Consent Judgment, and without  
3 any admission of liability therefore, LCI shall make the following monetary payments:

4                 7.1.1   **Initial Civil Penalty.** Within seven (7) business days of the Effective Date,  
5 LCI shall pay a total of \$3,000.00 in civil penalties in accordance with this Section. The Initial  
6 Civil Penalty payment will be allocated in accordance with California Health & Safety Code §§  
7 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of Environmental  
8 Health Hazard Assessment ("OEHHA") and the remaining 25% of the civil penalty remitted to  
9 Espinosa. Within seven (7) business days of the Effective Date, LCI shall issue two separate  
10 checks for the civil penalty payment to (a) "OEHHA" in the amount of \$2,250.00; and (b)  
11 "Brodsky & Smith, LLC in Trust for Espinosa" in the amount of \$750.00. Payment owed to  
12 Espinosa pursuant to this Section shall be delivered to the following payment address:

13                             Evan J. Smith, Esquire  
14                             Brodsky & Smith, LLC  
15                             Two Bala Plaza, Suite 510  
16                             Bala Cynwyd, PA 19004

17     Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly  
18 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

19             For United States Postal Service Delivery:

20                             Mike Gyurics  
21                             Fiscal Operations Branch Chief  
22                             Office of Environmental Health Hazard Assessment  
23                             P.O. Box 4010  
24                             Sacramento, CA 95812-4010

25             For Non-United States Postal Service Delivery:

26                             Mike Gyurics  
27                             Fiscal Operations Branch Chief  
28                             Office of Environmental Health Hazard Assessment  
                              1001 I Street  
                              Sacramento, CA 95814

           A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith, LLC at the  
address set forth above as proof of payment to OEHHA.

           7.1.2   **Final Civil Penalty.** Sixty (60) days after the Effective Date, LCI shall

1 make a final civil penalty payment of \$3,000.00 on the same terms as set forth in Section 7.1.1  
2 pertaining to the Initial Civil Penalty. Pursuant to Title 11 California Code of Regulations,  
3 Section 3203(c), Espinosa agrees that the Final Civil Penalty payment shall be waived in its  
4 entirety if, on or before the Final Civil Penalty payment is due, an officer of LCI provides  
5 Espinosa with a signed declaration certifying that all Products it ships for sale or distributes for  
6 sale in California as of the date of its certification are Reformulated Products or are marked with  
7 the warnings required by this Consent Decree (hereinafter "Labeled Product") and that LCI will  
8 continue to offer only Reformulated Products or Labeled Products in California in the future. The  
9 option to provide a declaration certifying its complete early reformulation or labeling of the  
10 Products in lieu of making the Final Civil Penalty payment otherwise required by this Section is a  
11 material term, and time is of the essence.

12           **7.1.3 Attorney Fees and Costs.** In addition to the payment above, LCI shall  
13 pay \$27,000.00 to Brodsky & Smith, LLC ("Brodsky & Smith") as complete reimbursement for  
14 Espinosa's attorneys' fees and costs, including any investigation and laboratory costs or expert  
15 fees, incurred in the course of bringing the Complaint and in enforcing Proposition 65, including  
16 without limitation, preparation of the 60-Day Notice letter and discussions with the office of the  
17 Attorney General. Payment shall be made within seven (7) business days of the Effective Date  
18 and sent to the address for Brodsky & Smith set forth in Section 7.1.1, above.

19           **8. Notices**

20           8.1 Any and all notices between the Parties provided for or permitted under this  
21 Agreement, or by law, shall be in writing and personally delivered or sent by: (i) first-class  
22 (registered or certified mail) return receipt requested; or (ii) overnight or two-day courier on any  
23 party by the other party to the following addresses:

24           For Defendants:

25                                   Kerry E. Shea, Esq.  
26                                   Davis Wright Tremaine LLP  
27                                   505 Montgomery Street, Suite 800  
28                                   San Francisco, CA 94111

1 For Espinosa:

2 Evan J. Smith  
3 BRODSKY & SMITH, LLC  
4 9595 Wilshire Blvd., Suite 900  
5 Beverly Hills, CA 90212  
6 T: 877.354.2590

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

9 **9. Authority to Stipulate**

10 9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
11 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
12 the party represented and legally to bind that party.

13 **10. Counterparts**

14 10.1 This Stipulation may be signed in counterparts and shall be binding upon the  
15 Parties hereto as if all said Parties executed the original hereof.

16 **11. Retention of Jurisdiction**

17 11.1 This Court shall retain jurisdiction of this matter to implement the Consent  
18 Judgment.

19 **12. Service on the Attorney General**

20 12.1 Espinosa shall serve a copy of this Consent Judgment, signed by both Parties, on  
21 the California Attorney General on behalf of the Parties so that the Attorney general may review  
22 this Consent Judgment prior to its submittal to the Court for Approval. No sooner than forty-five  
23 (45) days after the Attorney General has received the aforementioned copy of this Consent  
24 Judgment, and in the absence of any written objection by the Attorney General to the terms of this  
25 Consent Judgment, the Parties may then submit it to the Court for Approval.

26 **13. Entire Agreement**

27 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
28 of the Parties with respect to the entire subject matter hereof, and any and all discussions,  
negotiations, commitment and understandings related thereto. No representations, oral or  
otherwise, express or implied, other than those contained herein have been made by any party

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hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

14. Governing Law and Construction

14.1 The validity, construction and performance of this Consent Judgment shall be governed by the laws of the State of California, without reference to any conflicts of law provisions of California law.

15. Court Approval

15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: Gabriel Espinosa

By: L.C. Industries, Inc.

Dated: 10/11/16

By:   
Stein Mart Holding Corp.

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: 1/11/2017

  
Judge of Superior Court

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
2 to exist or to bind any of the Parties.

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5 governed by the laws of the State of California, without reference to any conflicts of law  
6 provisions of California law.

7 15. Court Approval

8 15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or  
9 effect, and cannot be used in any proceeding for any purpose.

10 **IT IS SO STIPULATED:**

11  
12 Dated: \_\_\_\_\_

Dated: Oct 17, 2016

13  
14 By: \_\_\_\_\_  
15 Gabriel Espinosa

By:   
16 L.C. Industries, Inc.

17 Dated: \_\_\_\_\_

18 By: \_\_\_\_\_  
19 Stein Mart Holding Corp.

20 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

21  
22 Dated: \_\_\_\_\_

23 Judge of Superior Court

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
2 to exist or to bind any of the Parties.

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8 15.1 If this Consent Judgment is not approved by the Court, it shall be of no force or  
9 effect, and cannot be used in any proceeding for any purpose.

10 **IT IS SO STIPULATED:**

11  
12 Dated: 11/7/16

Dated: \_\_\_\_\_

13  
14 By:   
15 Gabriel Espinosa

By: \_\_\_\_\_  
L.C. Industries, Inc.

16 Dated: \_\_\_\_\_

17  
18 By: \_\_\_\_\_  
19 Stein Mart Holding Corp.

20 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

21  
22 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of Superior Court

23  
24 Michael M. Markman