

1 Clifford A. Chanler, Bar No. 135534
 2 Christopher M. Martin, State Bar No. 186021
 3 HIRST & CHANLER LLP
 4 2560 Ninth Street
 5 Parker Plaza, Suite 214
 6 Berkeley, CA 94710-2565
 7 Telephone: (510) 848-8880
 8 Facsimile: (510) 848-8118

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

11 Stanley W. Landfair, State Bar No. 160003
 12 MCKENNA, LONG & ALDRIDGE, LLP
 13 101 California Street, 41st Floor
 14 San Francisco, CA 94111
 15 Telephone: (415) 267-4000
 16 Facsimile: (415) 267-4198

17 Attorneys for Defendants
 18 DOLLAR TREE DISTRIBUTION, INC.; and
 19 GREENBRIER INTERNATIONAL, INC., d/b/a
 20 DOLLAR TREE MERCHANDISING

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 22 FOR THE COUNTY OF SACRAMENTO
 23 UNLIMITED CIVIL JURISDICTION

24 ANTHONY HELD, Ph.D., P.E.,

25 Plaintiff,

26 v.

27 DOLLAR TREE DISTRIBUTION, INC.;
 28 DOLLAR TREE MERCHANDISING;
 GREENBRIER INTERNATIONAL, INC.; and
 DOES 1 through 150, inclusive,

Defendants.

) Case No. 34-2008-00003278

)
)
) **STIPULATION AND [PROPOSED]**
) **ORDER RE: CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1 Anthony E. Held, Ph.D., P.E., and Dollar Tree**

3 This consent judgment is entered into by and between plaintiff Anthony E. Held, Ph.D., P.E.
4 (“Dr. Held” or “Plaintiff”) and defendants Dollar Tree Distribution, Inc., and Greenbrier
5 International, Inc., d/b/a Dollar Tree Merchandising (“Dollar Tree” or “Defendants”), with Plaintiff
6 and Defendants collectively referred to as the “parties.”

7 **1.2 Plaintiff**

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

11 **1.3 Defendant**

12 Dollar Tree employs ten or more persons who are each a person in the course of doing
13 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
14 Health & Safety Code §25249.6 *et seq.* (“Proposition 65”).

15 **1.4 General Allegations**

16 Dr. Held alleges that Dollar Tree has manufactured, distributed and/or sold children’s
17 products containing the chemical known as di(2-ethylhexyl)phthalate (hereinafter “DEHP”) in the
18 State of California without the requisite health hazard warnings. DEHP is listed pursuant to
19 Proposition 65, and is known to cause birth defects and other reproductive harm. DEHP shall be
20 referred to hereinafter as the “listed chemical.”

21 **1.5 Product Description**

22 The products that are covered by this consent judgment are defined as follows: children’s
23 products containing DEHP, such as the *Luau Inflatable Monkey* (#6 39277 17843 5), *Sassy Chic*
24 *Handbag* (#6 39277 03929 3), *Mothers Care El Babero Del Bebe* (#0 15394 00408 4), *2 Pack*
25 *Inflatable Keychain* (#0 16438 40136 4), *Sassy Chic Keyring* (#6 39277 03919 4), *Knockdown*
26 *Game* (#6 39277 41611 7), *Scholastic Clifford The Big Red Dog Water Squirters* (#6 97696 92022
27 8), *6 pk Favors* (#6 39277 39781 2) and *The Amazing Spider-Man LCD Watch* (#6 39277 30601 2).
28

1 All such children's products containing DEHP are referred to hereinafter as the "Products".

2 **1.6 Notice of Violation**

3 On November 20, 2007, and again on May 23, 2008, Dr. Held served Dollar Tree and the
4 Office of the California Attorney General of the State of California, all California counties' District
5 Attorneys and all City Attorneys of California cities with populations exceeding 750,000,
6 (collectively, "Public Enforcers") with a document entitled "60-Day Notice of Violation" (the
7 "Notices") that provided Dollar Tree and Public Enforcers with notice of alleged violations of
8 California Health & Safety Code §25249.6 for failing to warn consumers that the Products
9 manufactured, distributed or sold by Dollar Tree exposed users in California to the listed chemical,
10 while the items were handled or chewed. To the best of parties' knowledge, no Public Enforcer has
11 filed a Proposition 65 enforcement action to prosecute, or diligently prosecuted, any of the
12 allegations set forth in the Notices.

13 **1.7 Complaint**

14 On February 11, 2008, Dr. Held, who was and is acting in the interest of the general public
15 in California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the
16 County of Sacramento against Dollar Tree and Does 1 through 150, alleging violations of California
17 Health & Safety Code §25249.6 based on the alleged exposures to the listed chemical contained in
18 the Products manufactured, distributed or sold by Dollar Tree. The Complaint shall be deemed
19 amended by this Consent Judgment to include the allegations set forth in the Supplemental Notice
20 on the sixty-sixth (66th) day following the issuance of the Supplemental Notice if no authorized
21 public prosecutor has, prior to that date, filed a Proposition 65 enforcement action as to the listed
22 chemical in the additional Products addressed in the Supplemental Notice.

23 **1.8 No Admission**

24 Dollar Tree denies the material, factual and legal allegations contained in Dr. Held's Notices
25 and Complaint and maintains that all Products that they have sold and distributed in California have
26 been and are in compliance with Proposition 65 and all other relevant laws. Nothing in this consent
27
28

1 judgment shall be construed as an admission by Dollar Tree of any fact, finding, issue of law, or
2 violation of law; nor shall compliance with this consent judgment constitute or be construed as an
3 admission by Dollar Tree of any fact, finding, conclusion, issue of law, or violation of law, such
4 being specifically denied by Dollar Tree. In order to avoid the costs and expenses of litigation and
5 without admitting liability or wrongdoing, Dollar Tree has elected to resolve this matter by
6 settlement and on the terms set forth herein. However, this section shall not diminish or otherwise
7 affect Dollar Tree's obligations, responsibilities, and duties under this consent judgment.
8

9 **1.9 Consent to Jurisdiction**

10 For purposes of this consent judgment only, the parties stipulate that this Court has
11 jurisdiction over Dollar Tree as to the allegations contained in the Complaint, that venue is proper
12 in the County of Sacramento and that this Court has jurisdiction to enter and enforce the provisions
13 of this consent judgment.
14

15 **1.10 Effective Date**

16 For purposes of this consent judgment, the term "effective date" shall mean July 30, 2008.

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

18 **2.1 Product Warnings**

19 After the effective date, Dollar Tree shall not sell, ship, or offer to be shipped for sale in
20 California any Products containing the listed chemical unless such Products are sold or shipped
21 with one of the clear and reasonable warnings set forth in subsections 2.1(a) and (b), are otherwise
22 exempt pursuant to Section 2.2, or comply with the reformulation standards set forth in Section 2.3.

23 Each warning shall be prominently placed with such conspicuousness as compared with
24 other words, statements, designs, or devices as to render it likely to be read and understood by an
25 ordinary individual under customary conditions before purchase or use. Each warning shall be
26 provided in a manner such that the consumer or user understands to which specific Product the
27
28

1 warning applies, so as to minimize if not eliminate the chance that an overwarning situation will
2 arise.

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

4 (i) **Product Labeling.** Dollar Tree may perform its warning obligations
5 by ensuring that a warning is affixed to the packaging, labeling, or directly on each Product sold in
6 retail outlets by Dollar Tree or its agents, that states:

7 **WARNING:** This product contains DEHP, a phthalate
8 chemical known to the State of California
9 to cause birth defects and other
reproductive harm.

10 (ii) **Point-of-Sale Warnings.** Dollar Tree may perform its warning
11 obligations by ensuring that signs are posted at retail outlets in the State of California where the
12 Products are sold. Point-of-sale warnings shall be provided through one or more signs posted in
13 close proximity to the point of display of the Products that states:

14 **WARNING:** This product contains DEHP, a phthalate
15 chemical known to the State of California
16 to cause birth defects and other
reproductive harm.

17 Where more than one Product is sold in proximity to other like items or to those that do not
18 require a warning (e.g., Reformulated Products as defined in Section 2.3), the following statement
19 must be used:

20 **WARNING.** The following products contain DEHP, a
21 phthalate chemical known to the State of
California to cause birth defects and other
reproductive harm.

22 [list products for which warning is required]

23 (h) **Mail Order Catalog and Internet Sales.** Dollar Tree shall satisfy its
24 warning obligations for Products sold via mail order catalog or the Internet to California residents
25 by providing a warning: (i) in the mail order catalog; or (ii) on the website. Warnings given in the
26 mail order catalog or on the website shall identify the specific Product to which the warning applies
27 as further specified in Sections 2.1(b)(i) and (ii).
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

WARNING: This product contains DEHP, a phthalate chemical known to the State of California to cause birth defects and other reproductive harm.

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

WARNING: Certain products identified with this symbol ▼ and offered for sale in this catalog contain DEHP, a phthalate chemical known to the State of California to cause birth defects and other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Product. On each page where the designated symbol appears, Dollar Tree must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

If Dollar Tree elects to provide warnings in the mail order catalog, then the warnings must be included in all catalogs offering to sell one or more Products printed after the date of entry of this consent judgment.

(ii) **Internet Website Warning.** A warning may be given in conjunction with the sale of the Product via the Internet, provided it appears either: (a) on the same web page on which the Product is displayed; (b) on the same web page as the order form for the Product; (c) on the same page as the price for any Product; or (d) on one or more web pages displayed to a

1 purchaser during the checkout process, such as a drop-down menu that appears whenever a Product
2 is ordered for shipping to an address with a Zip Code in California. The following warning
3 statement shall be used and shall appear in any of the above instances adjacent to or immediately
4 following the display, description, or price of the Product for which it is given in the same type size
5 or larger than the Product description text:

6 **WARNING:** This product contains DEHP, a phthalate
7 chemical known to the State of California
8 to cause birth defects and other
 reproductive harm.

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

12 **WARNING:** Products identified on this page with the
13 following symbol contain DEHP, a
14 phthalate chemical known to the State of
 California to cause birth defects and other
 reproductive harm: ▼.

15 **(c) Use of Court Approved DEHP Warning Language**

16 Dollar Tree may alternatively use warning language for the Products that is consistent with
17 language Dollar Tree employs for products containing DEHP that are not subject to this agreement
18 and where the warning language to be used has been approved by the California Superior Court in a
19 Proposition 65 matter where Dollar Tree was a party to the approved settlement. Dollar Tree shall
20 provide Dr. Held with a copy of the prior approved agreement in advance of using alternative
21 language consistent with this provision.

22 **2.2 Exceptions To Warning Requirements**

23 The warning requirements set forth in Section 2.1 shall not apply to:

- 24 (i) Any Products shipped to a Dollar Tree retail location in California before the
25 effective date; or
26 (ii) Reformulated Products (as defined in Section 2.3 below).

1 **2.3 Reformulation Standards**

2 Reformulated Products are defined as those containing less than 1,000 ppm of
3 phthalate chemical, as measured by Environmental Protection Agency ("EPA") testing
4 methodologies 3580A and 8270C. The warnings required pursuant to Section 2.1 above shall not
5 be required for such Reformulated Products.

6 **2.4 Reformulation Commitment**

7 Dollar Tree hereby commits that one hundred percent (100%) of the Products that they offer
8 for sale in California after September 30, 2008, shall qualify as Reformulated Products or shall
9 otherwise be exempt from the warning requirements of Section 2.1.

10 **3. MONETARY PAYMENTS**

11 **3.1 Payments Pursuant to Health & Safety Code §25249.7(b)**

12 Pursuant to Health & Safety Code §25249.7(b), the total civil penalty assessed shall be
13 \$90,000. Dollar Tree shall pay \$30,000 in civil penalties and receive a credit of \$60,000 against
14 this amount in light of its prompt cooperation with Dr. Held in resolving this matter, and its
15 commitments to sell only Reformulated Products in California after September 30, 2008 pursuant to
16 Section 2.4 above.

17 Civil penalties are to be apportioned in accordance with California Health & Safety Code
18 §25192, with 75% of these funds remitted to the State of California's Office of Environmental
19 Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Anthony
20 Held as provided by California Health & Safety Code §25249.12(d). Dollar Tree shall issue two
21 separate checks for the penalty payment: (a) one check made payable to "Hirst & Chanler LLP in
22 Trust For OEHHA" in the amount of \$22,500 representing 75% of the total penalty, and (b) one
23 check to "Hirst & Chanler LLP in Trust for Anthony Held" in the amount of \$7,500 representing
24 25% of the total penalty. Two separate 1099s shall be issued for the above payments: (a) OEHHA,
25 P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) Anthony Held, whose
26 information shall be provided confidentially to counsel for Dollar Tree five calendar days before the
27
28

1 payment is due. Payment shall be delivered to Dr. Held's counsel on or before August 1, 2008, or
2 ten business days following execution of this consent judgment by the parties, whichever is later, at
3 the following address:

4 HIRST & CHANLER LLP
5 Attn: Proposition 65 Controller
6 455 Capitol Mall, Suite 605
7 Sacramento, CA 95814

7 **4. REIMBURSEMENT OF FEES AND COSTS**

8 **4.1 Attorney Fees and Costs.**

9 The parties acknowledge that Dr. Held and his counsel offered to resolve this dispute
10 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
11 this fee issue to be resolved after the material terms of the agreement had been settled. Dollar Tree
12 then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
13 been finalized. The parties then attempted to (and did) reach an accord on the compensation due to
14 Dr. Held and his counsel under general contract principles and the private attorney general doctrine
15 codified at California Code of Civil Procedure (CCP) §1021.5, for all work performed through the
16 mutual execution of this agreement. Dollar Tree shall reimburse Dr. Held and his counsel the total
17 of \$57,000 for fees and costs incurred as a result of investigating, bringing this matter to Dollar
18 Tree's attention, and litigating and negotiating a settlement in the public interest. Dollar Tree shall
19 issue a separate 1099 for fees and costs (EIN: 20-3929984) and shall make the check payable to
20 "Hirst & Chanler LLP" and shall be delivered on or before August 1, 2008, or ten business days
21 following execution of this consent judgment by the parties, whichever is later, to the following
22 address:

23 HIRST & CHANLER LLP
24 Attn: Proposition 65 Controller
25 Capitol Mall Complex
26 455 Capitol Mall, Suite 605
27 Sacramento, CA 95814

26 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval.**

27 Pursuant to CCP §§1021 and 1021.5, the parties further agree that Dollar Tree will
28

1 reimburse Dr. Held and his counsel for their reasonable fees and costs incurred in seeking judicial
2 approval of this settlement agreement in the trial court, in an amount not to exceed \$8,500. Such
3 additional fees and costs, exclusive of fees and costs that may be incurred in the event of an appeal
4 include, but are not limited to, drafting and filing of the motion to approve papers, fulfilling the
5 reporting requirements referenced in Health & Safety Code §25249.7(f), responding to any third
6 party objections, corresponding with opposing counsel and appearing before the Court related to the
7 approval process.

8 Reimbursement of such additional fees and costs shall be invoiced on a billing statement
9 from Dr. Held ("Additional Fee Claim") to counsel for Dollar Tree following the approval and entry
10 of this consent judgment by the Court, and payment shall be due within ten calendar days after
11 receipt. Payment of the Additional Fee Claim shall be made to "Hirst & Chanler LLP," and the
12 payment shall be delivered, at the following address:

13 HIRST & CHANLER LLP
14 Attn: Proposition 65 Controller
15 Capitol Mall Complex
16 455 Capitol Mall, Suite 605
17 Sacramento, CA 95814

18 Dollar Tree has the right to object to such reimbursement and may submit this issue to the
19 American Arbitration Association (AAA) in Northern California to determine the reasonableness of
20 the additional fees and costs sought, provided that a notice of objection or decision to arbitrate is
21 received by Dr. Held by the end of the ten calendar days following the receipt of the Additional Fee
22 Claim by counsel for Dollar Tree. If the Additional Fee Claim is not paid timely or an arbitration
23 notice is not filed with AAA in a timely manner, Dr. Held may file a motion with the Court
24 pursuant to both CCP §1021.5 and this consent judgment to recover additional attorney fees and
25 costs incurred as set forth in this paragraph. In the event Dollar Tree submits the matter to
26 arbitration, Dr. Held may seek, pursuant to CCP §1021.5, reasonable attorney fees and costs
27 incurred for the arbitration.
28

1 **5. RELEASE OF ALL CLAIMS**

2 **5.1 Dr. Held's Release of Dollar Tree**

3 In further consideration of the promises and agreements herein contained, and for the
4 payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and
5 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
6 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form
7 of legal action and releases all claims, including, without limitation, all actions, and causes of
8 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
9 losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees)
10 of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"),
11 against Dollar Tree and each of its downstream wholesalers, licensors, licensees, auctioneers,
12 retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate
13 affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,
14 shareholders, agents, and employees, and sister and parent entities (collectively "Defendant
15 Releasees"). This release is limited to those claims that arise under Proposition 65 that were or
16 could have been asserted in the Complaint against Defendants (including any claims that could be
17 asserted in connection with any of the Products covered by this consent judgment) or Defendant
18 Releasees, based on failure to warn about alleged exposures to the listed chemical contained in the
19 Products, with respect to any Products distributed or sold by Defendants.

20 The parties further understand and agree that this release shall not extend upstream to any
21 entities that manufactured the Products or any component parts thereof, or any distributors or
22 suppliers who sold the Products or any component parts thereof to Dollar Tree.

23 **5.2 Dollar Tree's Release of Dr. Held**

24 Dollar Tree waives any and all claims against Dr. Held, his attorneys, and other
25 representatives for any and all actions taken or statements made (or those that could have been
26 taken or made) by Dr. Held and his attorneys and other representatives, whether in the course of
27 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,
28

1 and/or with respect to the Products.

2 **6. COURT APPROVAL**

3 This consent judgment shall be null and void if, for any reason, it is not approved and
4 entered by the Court within one year after it has been fully executed by all parties, in which event
5 any monies that have been provided to Plaintiff, or his counsel pursuant to Section 3 and/or Section
6 4 above, shall be refunded within fifteen days after receiving written notice from Dollar Tree that
7 the one-year period has expired.

8 **7. SEVERABILITY**

9 If, subsequent to the execution of this consent judgment, any of the provisions of this
10 consent judgment are held by a court to be unenforceable, the validity of the enforceable provisions
11 remaining shall not be adversely affected.

12 **8. ENTIRE AGREEMENT**

13 This consent judgment contains the sole and entire agreement and understanding of the
14 parties with respect to the entire subject matter hereof, and any and all prior discussions,
15 negotiations, commitments, and understandings related hereto. No representations, oral or
16 otherwise, express or implied, other than those contained herein have been made by any party
17 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
18 to exist or to bind any of the parties.

19 **9. GOVERNING LAW**

20 The terms of this consent judgment shall be governed by the laws of the State of California
21 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
22 rendered inapplicable by reason of law generally, or as to the Products, then Dollar Tree shall
23 provide written notice to Dr. Held of any asserted change in the law, and shall have no further
24 obligations pursuant to this consent judgment with respect to, and to the extent that, the Products
25 are so affected.

26 **10. NOTICES**

27 Unless specified herein, all correspondence and notices required to be provided pursuant to
28

1 this consent judgment shall be in writing and personally delivered or sent by: (i) first-class,
 2 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
 3 other party at the following addresses:

4 To Dollar Tree:

5 Stanley W. Landfair, Esq.
 6 MCKENNA LONG & ALDRIDGE LLP
 7 101 California Street, 41st Floor
 8 San Francisco, CA 94111

9 To Dr. Held:

10 Proposition 65 Coordinator
 11 HIRST & CHANLER LLP
 12 2560 Ninth Street
 13 Parker Plaza, Suite 214
 14 Berkeley, CA 94710-2565

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

17 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

18 This consent judgment may be executed in counterparts and by facsimile, each of which
 19 shall be deemed an original, and all of which, when taken together, shall constitute one and the
 20 same document.

21 **12. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)**

22 Dr. Held agrees to comply with the reporting form requirements referenced in California
 23 Health & Safety Code §25249.7(f).

24 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

25 The parties acknowledge that, pursuant to California Health & Safety Code §25249.7, a
 26 noticed motion is required to obtain judicial approval of this consent judgment. Accordingly,
 27 Plaintiff agrees to file a motion to approve the settlement. Defendants agree to support the motion
 28 to approve this consent judgment in full and shall take all reasonable measures to ensure that it is
 entered without delay.

1 **14. MODIFICATION**

2 This consent judgment may be modified only: (1) by written agreement of the parties and
3 upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of
4 any party and entry of a modified consent judgment by the Court. The Attorney General shall be
5 served with notice of any proposed modification to this consent judgment at least fifteen days in
6 advance of its consideration by the Court.

7 ////

8 ////

9 ////

10 ////

11 ////

12 ////

13 ////

14 ////

15 ////

16 ////

17 ////

18 ////

19 ////

20 ////

21 ////

22 ////

23 ////

24 ////

25 ////

26 ////

27 ////

28

15. **AUTHORIZATION**

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

AGREED TO: **APPROVED**
By Anthony E Held at 9:34 pm, 7/9/08

Date: _____

By: Anthony E Held
Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Date: _____

By: _____
Defendant, DOLLAR TREE
DISTRIBUTION, INC.

AGREED TO:

Date: _____

By: _____
Defendant, GREENBRIER
INTERNATIONAL, INC., d/b/a DOLLAR
TREE MERCHANDISING

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Christopher M. Martin
Attorneys for Plaintiff
ANTHONY E. HELD, Ph.D., P.E.

APPROVED AS TO FORM:

Date: _____

MCKENNA LONG & ALDRIDGE LLP

By: _____
Stanley W. Landfair
Attorneys for Defendants
DOLLAR TREE DISTRIBUTION, INC.; and
GREENBRIER INTERNATIONAL, INC., d/b/a
DOLLAR TREE MERCHANDISING

15. **AUTHORIZATION**

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

AGREED TO:

AGREED TO:

Date: _____

Date: _____

By: _____
Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

By: _____
Defendant, DOLLAR TREE
DISTRIBUTION, INC.

AGREED TO:

Date: _____

By: _____
Defendant, GREENBRIER
INTERNATIONAL, INC., d/b/a DOLLAR
TREE MERCHANDISING

APPROVED AS TO FORM:

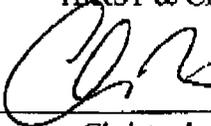
APPROVED AS TO FORM:

Date: 7/10/08

Date: _____

HIRST & CHANLER LLP

MCKENNA LONG & ALDRIDGE LLP

By:  _____
Christopher M. Martin
Attorneys for Plaintiff
ANTHONY E. HELD, Ph.D., P.E.

By: _____
Stanley W. Landfair
Attorneys for Defendants
DOLLAR TREE DISTRIBUTION, INC.; and
GREENBRIER INTERNATIONAL, INC., d/b/a
DOLLAR TREE MERCHANDISING

1 **15. 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.

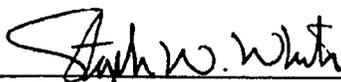
5 **AGREED TO:**

6 **Date:** _____

7 **By:** _____
8 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

9 **AGREED TO:**

10 **Date:** 7-22-08

11 **By:** 
12 Defendant, DOLLAR TREE
13 DISTRIBUTION, INC.

14 **AGREED TO:**

15 **Date:** 7-18-08

16 **By:** 
17 Defendant, GREENBRIER
18 INTERNATIONAL, INC., d/b/a DOLLAR
19 TREE MERCHANDISING

20 **APPROVED AS TO FORM:**

21 **Date:** _____

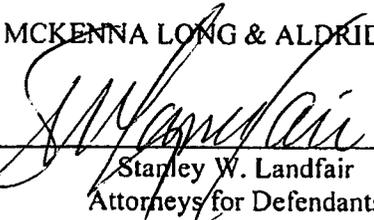
22 HIRST & CHANLER LLP

23 **By:** _____
24 Christopher M. Martin
25 Attorneys for Plaintiff
26 ANTHONY E. HELD, Ph.D., P.E.

27 **APPROVED AS TO FORM:**

28 **Date:** JULY 22, 2008

MCKENNA LONG & ALDRIDGE LLP

By: 
Attorneys for Defendants
DOLLAR TREE DISTRIBUTION, INC.; and
GREENBRIER INTERNATIONAL, INC., d/b/a
DOLLAR TREE MERCHANDISING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT