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2 THE CHANLER GROUP
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3 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
4 Telephone: (510) 848-8880
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5

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

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF ALAMEDA

10 UNLIMITED CIVIL JURISDICTION

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

12 Plaintiff,

13 v.

14 LARRY HANSEL CLOTHING, LLC; BIG
15 STRIKE, INC.; CHARLOTTE RUSSE, INC.;
16 CHARLOTTE RUSSE HOLDING, INC.; JODI
17 KRISTOPHER, INC.; ROGER GARMENTS
18 INC.; TANTRUM APPAREL, LLC; TRIXXI
19 CLOTHING COMPANY, INC.; and DOES 1-150,
inclusive,

20 Defendants.
21

Case No. RG11580568

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.6

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff Anthony E. Held, Ph.D.,
4 P.E. (“Plaintiff” or “Held”) and Big Strike, LLC, formerly known as Big Strike, Inc. (“Big
5 Strike”), Charlotte Russe, Inc. and Charlotte Russe Holding, Inc. (collectively “Charlotte Russe”),
6 Jodi Kristopher, Inc. (“Jodi Kristopher”), Tantrum Apparel, LLC (“Tantrum”), Roger Garments,
7 Inc. (“Roger”), and Trixxi Clothing Company, Inc. (“Trixxi”), collectively the “Settling
8 Defendants,” with Held and the Settling Defendants collectively referred to as the “Parties.”

9 Held is an individual residing in the State of California who invokes the private plaintiff
10 attorney general rights under the Safe Drinking Water and Toxic Enforcement Act of 1986,
11 California Health & Safety Code section 25249.6, *et seq.* (“Proposition 65”).

12 Each of the Settling Defendants employ ten or more persons and is a person in the course
13 of doing business for purposes of Proposition 65.

14 **1.2 General Allegations**

15 Held alleges that each Settling Defendant has sold Covered Products, as that term is
16 defined with respect to each Settling Defendant in Section 1.3, containing
17 di(2-ethylhexyl)phthalate (“DEHP” or the “Listed Chemical”), without the requisite Proposition
18 65 warnings in California.

19 **1.3 Covered Products**

20 The term “Covered Products” means:

21 **1.3.1** As to Big Strike, belts containing DEHP that are manufactured, distributed,
22 and/or sold by Big Strike, Inc. in California, including but not limited to, *Heart Soul Shirt and*
23 *Belt Set, Style # 72511TRK (#6 13204 07935 4);*

24 **1.3.2** As to Charlotte Russe, handbags containing DEHP that are manufactured,
25 distributed, and/or sold by Charlotte Russe in California, including but not limited to, *Quilted PU*
26 *Satchel, #301066695, JP05127NSBLK-WH;*

1 **1.3.3** As to Jodi Kristopher, belts containing DEHP, that are manufactured,
2 distributed, and/or sold by Jodi Kristopher in California, including but not limited to, *City*
3 *Triangles Junior Dress, Style: 9302-X948*;

4 **1.3.4** As to Tantrum, belts containing DEHP, that are manufactured, distributed,
5 and/or sold by Tantrum in California, including but not limited to, *L8TER Dress with Belt, Style*
6 *#CPN53002A*;

7 **1.3.5** As to Roger, belts containing DEHP that are manufactured, distributed,
8 and/or sold by sold by Roger in California, including but not limited to, *Stooshy Skirt with Belt,*
9 *Style S30828-03, (#8 45439 01800 0)*; and

10 **1.3.6** As to Trixxi, belts containing DEHP that are manufactured, distributed,
11 and/or sold by Trixxi in California, including but not limited to, *Trixxi Top with Belt,*
12 *#1130990U3X, #640-4409 (#8 89387 37419 1)*.

13 **1.4 Notices of Violation**

14 **1.4.1** On April 8, 2011, Held served Big Strike and various public enforcement
15 agencies with a document titled 60-Day Notice of Violation that informed Big Strike and the
16 public enforcers that Big Strike was alleged to be in violation of Proposition 65 for failing to warn
17 its customers and consumers in California that its Covered Products expose users to the Listed
18 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in
19 this Notice.

20 **1.4.2** On April 25, 2011, Held served Charlotte Russe and various public
21 enforcement agencies with a document titled 60-Day Notice of Violation that informed Charlotte
22 Russe and the public enforcers that Charlotte Russe was alleged to be in violation of Proposition
23 65 for failing to warn its customers and consumers in California that its Covered Products expose
24 users to the Listed Chemical. No public enforcer has commenced or diligently prosecuted the
25 allegations set forth in this Notice.

26 **1.4.3** On May 4, 2011, Held served Jodi Kristopher and various public
27 enforcement agencies with a document titled 60-Day Notice of Violation that informed Jodi
28 Kristopher and the public enforcers that Jodi Kristopher was alleged to be in violation of

1 Proposition 65 for failing to warn its customers and consumers in California that its Covered
2 Products expose users to the Listed Chemical. No public enforcer has commenced or diligently
3 prosecuted the allegations set forth in this Notice.

4 **1.4.4** On May 4, 2011, Held served Tantrum and various public enforcement
5 agencies with a document titled 60-Day Notice of Violation that informed Tantrum and the public
6 enforcers that Tantrum was alleged to be in violation of Proposition 65 for failing to warn its
7 customers and consumers in California that its Covered Products expose users to the Listed
8 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in
9 this Notice.

10 **1.4.5** On April 8, 2011, Held served Larry Hansel and various public
11 enforcement agencies with a document titled 60-Day Notice of Violation that informed Larry
12 Hansel and the public enforcers that Larry Hansel was alleged to be in violation of Proposition 65
13 for failing to warn its customers and consumers in California that its Covered Products expose
14 users to the Listed Chemical. No public enforcer has commenced or diligently prosecuted the
15 allegations set forth in this Notice.

16 **1.4.6** On May 4, 2011, Held served Roger and various public enforcement
17 agencies with a document titled 60-Day Notice of Violation that informed Roger and the public
18 enforcers that Roger was alleged to be in violation of Proposition 65 for failing to warn its
19 customers and consumers in California that its Covered Products expose users to the Listed
20 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in
21 this Notice.

22 **1.4.7** On April 19, 2011, Held served Trixxi and various public enforcement
23 agencies with a document titled 60-Day Notice of Violation that informed Trixxi and the public
24 enforcers that Trixxi was alleged to be in violation of Proposition 65 for failing to warn its
25 customers and consumers in California that its Covered Products expose users to the Listed
26 Chemical. No public enforcer has commenced or diligently prosecuted the allegations set forth in
27 this Notice.

28

1 **1.5 Complaint**

2 On June 14, 2011, Held filed the instant action in the Alameda County Superior Court
3 (“Complaint”), stating a cause of action against Larry Hansel for the violations of California
4 Health & Safety Code section 25249.6 alleged in the Notice issued to Larry Hansel on April 8,
5 2011.

6 On September 16, 2011, Held filed a First Amended Complaint adding as defendants in
7 this action each of the other Settling Defendants and stating a cause of action against each for the
8 violations of Proposition 65 alleged in their respective Notices.

9 **1.6 No Admission**

10 Settling Defendants deny the material, factual and legal allegations contained in Held’s
11 Notices, Complaint, and First Amended Complaint and maintain that all of the products they have
12 sold, including the Covered Products have been, and are, in compliance with all laws. Nothing in
13 this Consent Judgment shall be construed as an admission by any Settling Defendant of any fact,
14 finding, conclusion of law, issue of law, or violation of law, nor shall compliance with this
15 Settlement Agreement constitute or be construed as an admission by any Settling Defendant of
16 any fact, finding, conclusion of law, issue of law, or violation of law, such being specifically
17 denied by each Settling Defendant. However, this section shall not diminish or otherwise affect
18 any Settling Defendant’s obligations, responsibilities, or duties under this Consent Judgment.

19 **2. INJUNCTIVE RELIEF: REFORMULATION**

20 **2.1 Implementation of the 3P Standard for Covered Products**

21 Commencing on December 15, 2011, each Settling Defendant and its corporate affiliates
22 shall only manufacture, or accept from a manufacturer or other supplier, for sale in California,
23 Covered Products that meet or exceed the “3P Standard.” For purposes of this Consent Judgment,
24 the 3P Standard is a maximum concentration of 1,000 parts per million (“ppm”) (0.1%), by
25 weight, each of DEHP, butyl benzyl phthalate (“BBP”), and/or di-n-butyl phthalate (“DBP”) in
26 any accessible component (*i.e.*, any component that is reasonably likely to be handled, touched or
27 mouthed during reasonably foreseeable use) of a Covered Product, when analyzed pursuant to
28 U.S. Environmental Protection Agency testing methodologies 3580A and 8270C.

1 **2.2 Extension of Implementation Deadline**

2 The deadline for implementing the 3P Standard imposed pursuant to Section 2.1 shall be
3 extended to December 31, 2012, with respect to any Settling Defendant requiring such an
4 extension, if the Settling Defendant provides written notification on or before December 15,
5 2011, to Plaintiff indicating its intent to exercise such election. Thereafter, such Settling
6 Defendant shall pay the additional penalty set forth in Section 3.1 below.

7 **3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

8 **3.1 Initial Civil Penalty**

9 On or before November 15, 2011, each Settling Defendant shall make a payment of
10 \$10,000, pursuant to Health & Safety Code section 25249.7, subsection (b). Upon election
11 pursuant to Section 2.2 to extend the implementation deadline until December 31, 2012, each
12 Settling Defendant shall pay a second civil penalty of \$12,000.

13 All civil penalty payments shall be apportioned in accordance with Health & Safety Code
14 section 25249.12, subdivisions (c)(1) and (d), with 75% of these funds earmarked for the State of
15 California’s Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining
16 25% of these penalty monies earmarked for Dr. Held.

17 **3.2 Reimbursement of Plaintiff’s Fees and Costs**

18 The Parties acknowledge that Held and his counsel offered to resolve this dispute without
19 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
20 issue to be resolved after the material terms of the agreement had been settled. Held then
21 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
22 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due
23 to Held and his counsel under general contract principles and the private attorney general
24 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in
25 this matter, except fees that may be incurred on appeal. Under these legal principles, each
26 Settling Defendant shall pay the amount of \$33,000, on or before November 15, 2011, for fees
27 and costs incurred investigating, litigating and enforcing this matter, including the fees and costs
28 incurred (and yet to be incurred) negotiating, drafting, and obtaining the Court’s approval of this

1 Consent Judgment in the public interest.

2 **3.3 Payment Procedures**

3 **3.3.1** All payments made under this Consent Judgment shall be held in trust
4 until the Court approves the Consent Judgment. The Parties acknowledge that Held gave each
5 Settling Defendant the option of depositing the funds into its attorney's trust account, but that
6 each Settling Defendant elected to have the funds held in trust by The Chanler Group. The
7 settlement funds shall be made payable by checks, as follows:

- 8 (a) "The Chanler Group in Trust for OEHHA" in an amount equal to
9 75% of the civil penalty;
10 (b) "The Chanler Group in Trust for Anthony E. Held" in an amount
11 equal to 25% of the penalty; and
12 (c) "The Chanler Group in Trust" in the amount of \$33,000.

13 **3.3.2** After the Consent Judgment has been approved, each Settling Defendant
14 shall issue a 1099 form to each of the following entities:

- 15 (a) Office of Environmental Health Hazard Assessment, P.O. Box
16 4010, Sacramento, CA 95814 (EIN: 68-0284486) for the civil
17 penalties payable to OEHHA;
18 (b) Held, whose address and tax identification number shall be
19 furnished upon request, for the civil penalties payable to Held; and
20 (c) The Chanler Group (EIN: 94-3171522) for the amount of \$33,000.

21 **3.3.3 Payment Address:** All payments shall be delivered to the following
22 address:

23 The Chanler Group
24 Attn: Proposition 65 Controller
25 2560 Ninth Street
26 Parker Plaza, Suite 214
27 Berkeley, CA 94710
28

1 **4. RELEASE OF ALL CLAIMS**

2 **4.1 Full, Final, and Binding Resolution of Proposition 65 Allegations**

3 This Consent Judgment is a full, final, and binding resolution between Plaintiff on behalf
4 of himself and on behalf of the general public in California, and each Settling Defendant, and its
5 parents, subsidiaries, and affiliated entities that are under common ownership, directors, officers,
6 employees, and attorneys (“Defendant Releasees”), based on the failure to warn about exposures
7 to DEHP contained in Covered Products sold in California as alleged in the Notice received by
8 each Settling Defendant. The benefits of this agreement extend to each entity to whom each
9 Defendant Releasee directly distributes or sells Covered Products, including but not limited to
10 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
11 licensees (“Downstream Releasees”).

12 **4.2 Plaintiff’s Public Release of Proposition 65 Claims**

13 In further consideration of the promises and agreements herein contained, Plaintiff on
14 behalf of himself, his past and current agents, representatives, attorneys, successors, and/or
15 assignees, and in the interest of the general public, hereby waives all rights to institute or
16 participate in, directly or indirectly, any form of legal action and releases all claims, including,
17 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
18 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
19 investigation fees, expert fees, and attorneys’ fees, exclusive of fees and costs on appeal) of any
20 nature whatsoever, fixed or contingent (collectively “Claims”) against Settling Defendant, each of
21 its Defendant Releasees, and each of its Downstream Defendant Releasees, arising under
22 Proposition 65 with respect to DEHP in the Covered Products sold by Settling Defendants in
23 California.

24 **4.3 Plaintiff’s Individual Release of Claims**

25 Plaintiff, in his individual capacity only and *not* in his representative capacity, provides a
26 release herein which shall be effective as a full and final accord and satisfaction, as a bar to all
27 Claims, liabilities and demands of any nature, character or kind, whether known or unknown,
28 suspected or unsuspected, against Settling Defendant, each of its Defendant Releasees, and each

1 of its Downstream Defendant Releases, limited to past violations arising out of Proposition 65 or
2 alleged or actual exposure to DEHP, DBP, and/or BBP in all products manufactured, distributed,
3 or sold by Settling Defendant.

4 **4.4 Settling Defendants' Release of Held**

5 Each Settling Defendant, on behalf of itself, its past and current agents, representatives,
6 attorneys, successors, and/or assignees, hereby waives any and all claims against Held, his
7 attorneys, and other representatives for any and all actions taken or statements made (or those that
8 could have been taken or made) by Held and his attorneys and other representatives, whether in
9 the course of investigating claims or otherwise seeking to enforce of Proposition 65 against them
10 in this matter, and/or with respect to the Covered Products.

11 **5. ENFORCEMENT OF NONCONFORMING NON-COVERED PRODUCTS**

12 **5.1 Plaintiff's Obligation to Notify**

13 If, on or after the Effective Date, Plaintiff newly discovers and then alleges that a Settling
14 Defendant offered for retail sale to California consumers, or to a distributor for the purpose of
15 retail sales in California, a product not primarily intended for use by persons ages twelve and
16 younger that is not a Covered Product, and that contains DEHP, BBP, and/or DBP in an amount
17 that exceeds the 3P Standard ("Nonconforming Non-Covered Product"), then prior to Plaintiff's
18 serving a 60-Day Notice under Proposition 65 on such Settling Defendant, Plaintiff shall provide
19 a letter to the Settling Defendant and the Parties shall then proceed pursuant to this Section 5.

20 The letter shall contain the following information: (a) the date the alleged violation was
21 observed and the Nonconforming Non-Covered Product was purchased, including a copy of the
22 sales receipt; (b) the location or website at which the Nonconforming Non-Covered Product was
23 offered for sale; (c) a description of the Nonconforming Non-Covered Product, including a
24 picture of the Nonconforming Non-Covered Product and a picture of identifying information
25 appearing on the tag or label, if any; and (d) data obtained by Plaintiff regarding the
26 Nonconforming Non-Covered Product such as laboratory results associated with the testing of the
27 Nonconforming Non-Covered Product.
28

1 **5.2 Notice of Election**

2 Within 30 days of receiving a letter pursuant to Section 5.1, the Settling Defendant shall
3 serve a Notice of Election on Plaintiff. The Notice of Election shall:

- 4 a) Identify to Plaintiff (by proper name, address of principal place of business and
5 telephone number) the person or entity that sold the Nonconforming Non-Covered
6 Product to the Settling Defendant;
- 7 b) Identify the manufacturer and other distributors in the chain of distribution of the
8 Nonconforming Non-Covered Product; and
- 9 c) Include either: (i) a statement that the Settling Defendant elects not to proceed
10 under this Section 5, in which case Plaintiff may take further action including
11 issuance of a 60-Day Notice under Proposition 65; (ii) a statement that the Settling
12 Defendant elects to proceed under this Section 5, or (iii) a statement that the
13 Settling Defendant contends that the Nonconforming Non-Covered Product is
14 released from liability by a Qualified Settlement under Section 5.4(a) along with a
15 copy of such Qualified Settlement.

16 **5.3 Confidentiality**

17 A party's disclosure pursuant to this Section 5 of any (i) test reports, (ii) confidential
18 business information, or (iii) other information that may be subject to a claim of privilege or
19 confidentiality, shall not constitute a waiver of any such claim of privilege or confidentiality,
20 provided that the Party disclosing such information shall clearly designate it as confidential. Any
21 Party receiving information designated as confidential pursuant to this Section 5 shall not disclose
22 such information to any unrelated person or entity, and shall use such information solely for
23 purposes of resolving any disputes under this Consent Judgment.

24 **5.4 Relief from Liability**

25 No further action is required of the Settling Defendant under this Consent Judgment, and
26 Plaintiff shall not serve a 60-Day Notice on the Settling Defendant regarding the Nonconforming
27 Non-Covered Product, if either:
28

- 1 a) The Nonconforming Non-Covered Product is otherwise released from liability for
2 alleged violations of Proposition 65 with respect to DEHP, DBP, and/or BBP by
3 the terms of a separate settlement agreement or consent judgment entered into
4 under Health and Safety Code Section 25249.7 and, if an authorized public
5 prosecutor of Proposition 65 is not a party, reported to the California Attorney
6 General’s Office (“Qualified Settlement”); or
- 7 b) At least one of the person(s) identified by the Settling Defendant pursuant to
8 Sections 5.2(a) or 5.2(b) (i) is a person in the course of doing business as defined
9 in Health & Safety Code section 25249.11(b), (ii) has a principal place of business
10 located within the United States, and (iii) sold the Nonconforming Non-Covered
11 Product identified by the Plaintiff within two years of the Settling Defendant’s
12 Notice of Election that was served on Plaintiff pursuant to Section 5.2 above.

13 **5.5 Nonelection**

14 If the Settling Defendant elects not to proceed under Section 5, then neither the Settling
15 Defendant nor Plaintiff have any further duty under this Section 5 and either may pursue any
16 available remedies under Proposition 65 or otherwise.

17 **5.6 Defendant’s Obligations on Election**

18 If the Settling Defendant elects to proceed under this Section 5 and is not relieved of
19 liability under Section 5.4, the Settling Defendant shall within sixty (60) days: (i) terminate its
20 further distribution for sale of the Nonconforming Non-Covered Product in California, (ii) pay a
21 statutory penalty in the amount of \$4,000 pursuant to Health and Safety Code section 25249.7(b),
22 and (iii) pay \$25,800 in reimbursement of a portion of attorneys’ fees and costs incurred by
23 Plaintiff with respect to the notice.

24 **5.7 Refund**

25 If a Settling Defendant makes payments pursuant to Section 5.6 and at a later date
26 Plaintiff resolves the alleged violation with the direct or indirect Vendor, identified in Sections
27 5.2(a) or 5.2(b), of the Nonconforming Non-Covered Product, Plaintiff shall notify the Settling
28 Defendant and the Settling Defendant shall be entitled to a refund of the lesser amount of its

1 contribution or the settlement amount paid by such Vendor. If the settlement or consent judgment
2 between Plaintiff and the direct or indirect Vendor of the Nonconforming Non-Covered Product
3 does not provide for the refund to be paid directly by the Vendor to the Settling Defendant, then
4 Plaintiff shall pay the refund to the Settling Defendant within 15 days of receiving the Vendor's
5 settlement payment.

6 **5.8 Limits of Election**

7 Nothing in this Section 5 affects Plaintiff's right to issue a 60-Day Notice under
8 Proposition 65 against any entity other than a Settling Defendant, except as to a Settling
9 Defendant's customer of a Nonconforming Non-Covered Product that is subject to the Settling
10 Defendant's election under Section 5.2(c)(ii) above.

11 **6. SEVERABILITY**

12 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this
13 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
14 provisions remaining shall not be adversely affected.

15 **7. GOVERNING LAW**

16 The terms of this Settlement Agreement shall be governed by the laws of the state of
17 California and apply within the state of California.

18 **8. NOTICES**

19 Unless specified herein, all correspondence and notices required to be provided pursuant
20 to this settlement agreement shall be in writing and: (i) personally delivered; (ii) sent by first-
21 class, registered or certified mail, return receipt requested; or (iii) sent by overnight courier on
22 any party by the other party at the following addresses:

23 To a Settling Defendant:

24 At the address shown in Exhibit A, with a copy to:

25 Russell L. Allyn, Esq.
26 Michael B. Fisher, Esq.
27 Buchalter Nemer, APC
28 1000 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90017

1 To Plaintiff:

2 Proposition 65 Coordinator
3 The Chanler Group
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565

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

9 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

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

13 **10. POST-EXECUTION ENFORCEMENT**

14 Should Held prevail on any motion, application for an order to show cause, or other
15 proceeding to enforce a violation of this Consent Judgment, Held shall be entitled to his
16 reasonable attorney's fees and costs incurred as a result of such motion or application, consistent
17 with Code of Civil Procedure section 1021.5. Should any Settling Defendant prevail on any
18 motion or application for an order to show cause or other proceeding that it brings, such Settling
19 Defendant may be awarded its reasonable attorney's fees and costs as a result of such motion or
20 application upon a finding by the court that Held's defense of the motion or application lacked
21 substantial justification. For purposes of this Consent Judgment, the term substantial justification
22 shall carry the same meaning as used in Civil Discovery Act, Code of Civil Procedure section
23 2016.010 *et seq.*

24 Except as specifically provided in this agreement, each Party shall bear its own costs and
25 attorney's fees in connection with this action. Nothing in this agreement shall preclude a Party
26 from seeking an award of sanctions pursuant to law.

27 **11. ADDITIONAL POST-EXECUTION ACTIVITIES**

28 Held agrees to comply with the reporting form requirements referenced in California
Health & Safety Code section 25249.7(f). The Parties acknowledge that, pursuant to Health &

1 Safety Code section 25249.7(f)(4), a noticed motion is required to obtain judicial approval of this
2 Consent Judgment. In furtherance of obtaining such approval, Held's counsel shall prepare a
3 motion for this Consent Judgment's approval by the Court, and Held and the Settling Defendants,
4 and their respective counsel, agree to mutually employ their best efforts to support the entry of
5 this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court
6 in a timely manner. For purposes of this Paragraph, "best efforts" shall include, at a minimum,
7 joining in Plaintiff's motion for judicial approval, if requested, and supporting Plaintiff's efforts
8 to obtain judicial approval of, and an entry of judgment pursuant to the terms of, this Consent
9 Judgment.

10 **12. MODIFICATION**

11 This Consent Judgment may be modified only by: (i) by written agreement of the Parties
12 and upon entry of a modified consent judgment by the Court thereon; or (ii) upon a successful
13 motion or application of any party and entry of a modified consent judgment by the Court.

14 **13. ENTIRE AGREEMENT**

15 This Consent Judgment contains the sole and entire agreement and understanding of the
16 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
17 negotiations, commitments, and understandings related hereto. No representations, oral or
18 otherwise, express or implied, other than those contained herein have been made by any Party
19 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
20 deemed to exist or to bind any of the Parties. This Consent Judgment may be modified only by
21 stipulation of the Parties and an order of the Court or upon a motion by any Party that is granted
22 by the Court.

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1 14. 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.

<p>6 AGREED TO:</p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8 <i>Anthony E Held</i> Signature</p> <p>10 Date: APPROVED <i>By Tony Held at 4:56 pm, Oct 10, 2011.</i></p>	<p>6 AGREED TO:</p> <p>7 <i>BIG STRIKES, INC.</i> Defendant</p> <p>8 <i>[Signature]</i> Signature</p> <p>10 By: <i>LARS VIKLUND</i> Signatory's Name</p> <p>13 Its: <i>PRESIDENT</i> Signatory's Title</p> <p>14 Date:</p>
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1 **14. AUTHORIZATION**

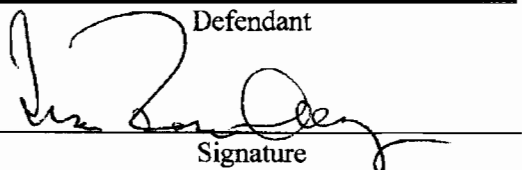
2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective parties and have read, understood, and agree to all of the terms and conditions of this
4 Consent Judgment.
5

<p>6 AGREED TO:</p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8 <i>Anthony E Held</i> Signature</p> <p>9</p> <p>10 Date: APPROVED By Tony Held at 4:56 pm, Oct 10, 2011</p>	<p>6 AGREED TO:</p> <p>7 <u>CHARLOTTE RUSSE</u> Defendant</p> <p>8 <i>3</i> Signature</p> <p>9</p> <p>10 By: <i>ZINA RABINOVICH</i> Signatory's Name</p> <p>11</p> <p>12 Its: <i>SVP CONTROLLER</i> Signatory's Title</p> <p>13</p> <p>14 Date: <i>10/18/11</i></p>
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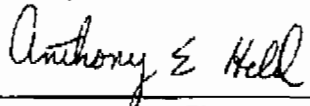

1 **14. AUTHORIZATION**

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.

<p>6 AGREED TO:</p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8</p> <p>9 _____</p> <p style="text-align: center;">Signature</p> <p>10 Date: _____</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>AGREED TO:</p> <p>JODI KRISTOPHER, INC</p> <p>_____</p> <p>Defendant</p> <p></p> <p>_____</p> <p>Signature</p> <p>By: IRA ROSENBERG</p> <p>_____</p> <p>Signatory's Name</p> <p>Its: CEO</p> <p>_____</p> <p>Signatory's Title</p> <p>Date: 10/11/11</p>
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1 **14. AUTHORIZATION**

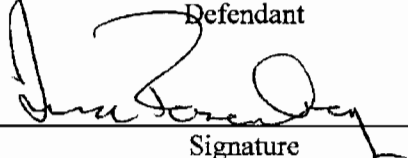
2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective parties and have read, understood, and agree to all of the terms and conditions of this
4 Consent Judgment.

<p>6 AGREED TO:</p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8  Signature</p> <p>9</p> <p>10 Date: APPROVED <i>By Tony Held at 4:56 pm, Oct 10, 2011</i></p>	<p>6 AGREED TO:</p> <p>7 <u>ROGER GARMENTS INC</u> Defendant</p> <p>8  Signature</p> <p>9 By: <u>YONZ KASSAR</u> Signatory's Name</p> <p>10 Its: <u>CEO</u> Signatory's Title</p> <p>11 Date: <u>10-14-11</u></p>
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1 **14. 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.

<p>6 AGREED TO:</p> <p>7 Plaintiff, ANTHONY E. HELD, Ph.D.</p> <p>8</p> <p>9 _____</p> <p>10 Signature</p> <p>11 Date: _____</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>6 AGREED TO:</p> <p>7 <u>TANTRUM APPAREL, LLC</u></p> <p>8 Defendant</p> <p>9 </p> <p>10 Signature</p> <p>11 By: <u>IRA ROSENBERG</u></p> <p>12 Signatory's Name</p> <p>13 Its: <u>MEMBER MANAGER</u></p> <p>14 Signatory's Title</p> <p>15 Date: <u>10/11/11</u></p>
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1 **14. 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.

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6 **AGREED TO:**
7 Plaintiff, ANTHONY E. HELD, Ph.D.
8
9 _____
Signature
10 Date: _____
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6 **AGREED TO:**
7 Trixxi Clothing Company Inc.
Defendant
8
9 _____
Signature
10 By: Janet Edwards
Signatory's Name
11 Its: Chief Financial Officer
Signatory's Title
12
13 Date: 10/14/11
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EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

Jeffery Kapre
Name

Attorney
Title

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Company Name

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Address Line 2

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Email Address

Lars Viklund
Name

President
Title

Bry Strike, inc.
Company Name

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Gardena CA 90248
Address Line 2

Email Address

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2
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EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

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Attorney
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Zina Rabinovich
Name

SVP Corporate Controller
Title

Charlotte Russe
Company Name

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San Diego, CA 92217
Address Line 2

Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

1
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JEFF KAPOR
Name

ATTORNEY
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IRA FOGELMAN
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CFO
Title

JUDI KRISTOPHER, INC
Company Name

6015 BARDINI BLVD
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Address Line 2

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Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

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6 Jeffrey Kapor
Name

Yoni Kassan
Name

7 Attorney
8 Title

CEO
Title

9 Buchalter Nomer
10 Company Name

Roger Carmant M.
Company Name

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12 Address Line 1

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13 Los Angeles, CA 90017
14 Address Line 2

Montebello, CA 90640
Address Line 2

15 JKapor@Buchalter.com
16 Email Address

Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

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JEFF KAPOR
Name

ATTORNEY
Title

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Email Address

EXHIBIT A

Person(s) to receive Notices Pursuant to this Consent Judgment

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Janet Edwards

Name

CFO

Title

Trixxi Clothing Company Inc.

Company Name

2014 E 15th St.

Address Line 1

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