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10 PETER ENGLANDER

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

14 PETER ENGLANDER

15 Plaintiff,

16 v.

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

18 Defendants.  
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Case No. RG13688520

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

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

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

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

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

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

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

24 **1.5 Product Description**

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

1           **1.6     Notice of Violation**

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

7           **1.7     Complaint**

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

11          **1.8     No Admission**

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

20          **1.9     Jurisdiction**

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

26          **2.     DEFINITIONS**

27           **2.1     California Customer**

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

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

#### 4 2.2 No Detectable Amount

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

#### 10 2.3 Effective Date

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

#### 12 2.4 Private Label Covered Products

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

#### 16 2.5 Reformulated Products

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

#### 19 2.6 Reformulation Standard

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

#### 22 2.7 Retailer

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

### 25 3. INJUNCTIVE RELIEF: REFORMULATION

#### 26 3.1 Reformulation Commitment

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

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

3 **3.2 Vendor Notification/Certification**

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

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

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

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

3           **3.4 Current Inventory**

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

8           **3.5 Product Warnings**

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

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

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

19           **3.5.2 Internet Website Warning.** Style-Line represents that it does not presently  
20 operate a website through which consumers can purchase Products for sale over the internet. It  
21 agrees, however, that if it commences online sales prior to completion of reformulation, a warning  
22 shall be given in conjunction with Style-Line’s sale of the Products into California, or to California  
23 Customers online via its internet website. The warning shall appear on one or more web pages  
24 displayed to a purchaser prior to completing payment and/or during the “checkout” process. The  
25 following warning statement shall be used and shall: (a) appear adjacent to, or immediately  
26 following the display, description, or price of the Product; and/or (b) appear as a pop-up box visible  
27

1 to the consumer during the payment process. The warning, and/or pop-up box text shall be the  
2 same type size or larger than the Product description, and shall state the following:

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

5 **3.6 Alternatives to Interim Warnings**

6 Style-Line’s obligation under Section 3.3 shall be relieved if it provides Englander with  
7 written notice on or before March 15, 2014, certifying that only Exemplar Products meeting the  
8 Reformulation Standard will be offered for sale in California, or to California Customers for sale in  
9 California, after April 1, 2014. The obligations of Style-Line under Section 3.4 shall be relieved  
10 upon Englander’s receipt of Style-Line’s written certification no later than March 15, 2014, that, as  
11 of July 31, 2014, it will only sell or distribute for sale in California or to California Customers for  
12 sale in California, or cause to be sold or distributed for sale in California or to California Customers  
13 for sale in California, Reformulated Products (i.e., Products (in addition to the Exemplar Product)  
14 that meet the Reformulation Standard). The written certification which Style-Line may provide  
15 under this Section constitutes a material term, and with regard to such term, time is of the essence.

16 **4. MONETARY PAYMENTS**

17 **4.1 Civil Penalties**

18 Pursuant to Health and Safety Code section 25249.7(b), and in settlement of all claims  
19 alleged in the Notice and Complaint, Style-Line shall pay the civil penalties shown on Exhibit A.  
20 Each penalty payment will be allocated in accordance with California Health and Safety Code  
21 section 25249.12(c)(1) and (d), with 75% of the funds remitted to the California Office of  
22 Environmental Health Hazard Assessment (“OEHHA”), and 25% of the penalty remitted to “The  
23 Chanler Group in Trust for Englander.” Each penalty payment shall be delivered within ten days of  
24 the date it is due at the addresses provided in Section 4.5. Style-Line shall be liable for payment of  
25 simple interest at a rate of 10% for all amounts due and owing that are not received within ten days  
26 of the due date, if any.

27 **4.1.1 Initial Civil Penalty.** Within ten days of the date that this Consent Judgment  
28 is fully executed by the Parties, Style-Line shall provide its counsel with the initial civil penalty

1 payments to OEHHA and Englander, and the payment for reimbursement of Englander's fees under  
2 Section 4.4 to be held in its attorney-client trust account until disbursement.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

6 **4.3 Stipulated Penalties for Violations of the Reformulation Standard**

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

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24  
25 <sup>1</sup> This Section shall not be applicable where the vendor in question had previously been  
26 found by Style-Line to have provided unreliable certifications as to meeting the Reformulation  
27 Standard in its Products on two or more occasions. Notwithstanding the foregoing, a stipulated  
penalty for a second Product that exceeds the TDCPP Reformulation Standard by Style-Line's  
vendor at a level between 100 and 249 ppm shall not be available after July 1, 2015.

28 <sup>2</sup> Any stipulated penalty payments made pursuant to this Section should be allocated and  
remitted in the same manner as set forth in Section 4.1.

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

3 **4.4 Reimbursement of Fees and Costs**

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

15 **4.5 Payment Procedures**

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

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

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

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

27 For United States Postal Service Delivery:

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

1 For Non-United States Postal Service Delivery or Courier:

2 Mike Gyurics  
3 Fiscal Operations Branch Chief  
4 Office of Environmental Health Hazard Assessment  
5 1001 I Street  
6 Sacramento, CA 95814

7 4.5.2 **Proof of Payment to OEHHA.** Style-Line agrees that it will provide a copy  
8 of each check made payable to OEHHA enclosed with its penalty payments to Englander.

9 4.5.3 **Tax Documentation.** Style-Line shall provide a separate 1099 form for its  
10 payments to each of the following payees under this Consent Judgment: (a) Peter Englander, whose  
11 address and tax identification number shall be furnished upon request after this Consent Judgment  
12 has been fully executed by the Parties; (b) “California Office of Environmental Health Hazard  
13 Assessment” (EIN: 68-0284486); and (c) “The Chanler Group” (EIN: 94-3171522).

14 4.5.4 **Payments Held in Trust.** All payments under this Consent Judgment shall  
15 be held in trust until such time as the Court grants the motion for approval of the Consent Judgment  
16 contemplated by Section 6. Within ten days of the date that this Consent Judgment is fully  
17 executed by the Parties, Style-Line shall provide its counsel with the initial civil penalty payments  
18 to OEHHA and Englander, and the payment for reimbursement of Englander’s fees under Section  
19 4.4 to be held in its attorney-client trust account until disbursement. Within five days of the Court’s  
20 approval of this Consent Judgment, Style-Line’s counsel shall tender to “The Chanler Group in  
21 Trust” the penalty and fee payments for Englander. OEHHA’s initial penalty payment shall be  
22 delivered directly to OEHHA as provided in Section 4.5.1(b).

23 **5. CLAIMS COVERED AND RELEASED**

24 **5.1 Englander’s Release of Proposition 65 Claims**

25 Englander, acting on his own behalf and in the public interest, releases Style-Line, its  
26 parents, subsidiaries, affiliated entities under common ownership, directors, officers, agents  
27 employees, attorneys, and each entity to whom Style-Line directly or indirectly distributes or sells  
28 the Products, including, but not limited, to downstream distributors, wholesalers, customers  
(including, but not exclusively, J. C. Penney Corporation), retailers, franchisees, cooperative

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

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

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

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

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

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1       **6. COURT APPROVAL**

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

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

26       **7. GOVERNING LAW**

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

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

6 **8. NOTICE**

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

11 To Style-Line:

To Englander:

12 At the address shown on Exhibit A

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

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

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

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

24 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

27 **11. MODIFICATION**

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

1 **12. AUTHORIZATION**


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

5 **AGREED TO:**

**AGREED TO:**

6  
7 Date: February 28, 2014

Date: \_\_\_\_\_

8  
9 By:   
10 PETER ENGLANDER

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

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1 **12. AUTHORIZATION**

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

5 **AGREED TO:**

**AGREED TO:**

6  
7 Date: \_\_\_\_\_

Date: 02-28-14

8  
9 By: \_\_\_\_\_  
10 PETER ENGLANDER

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

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**EXHIBIT A**

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

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

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

IV. Style-Line’s Total Settlement Payments:

A. Initial Settlement Payments: \$30,000

1. Initial Civil Penalty: \$5,000

2. Attorneys’ Fees and Costs: \$25,000

B. Second Civil Penalty: \$10,000

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

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

C. Third Civil Penalty: \$5,000

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

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

V. Persons to receive notice under Section 8:

Margie Anderson  
President  
Style-Line Furn., Inc.  
116 Godfrey Road  
P.O. Box 2450  
Verona, MS 38879-2450

Email: [bmanderson@styleline.com](mailto:bmanderson@styleline.com)

Tel: (662) 566-1113  
Fax: (662) 566-7657

Rebecca Couch Barnhardt, Esq.  
Jeffer Mangels Butler & Mitchell LLP  
1900 Avenue of the Stars, 7th Floor  
Los Angeles, CA 90067

Email: [rcb@jmbm.com](mailto:rcb@jmbm.com)

Tel: (310) 203-8080  
Fax: (310) 203-0567