

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Todd Christopher International, LLC (f/k/a Todd Christopher International, Inc.) *dba* Vogue International (“VOGUE”) and Shefa Lmv, LLC (“SHEFA”), this ____ day of November 2013.

RECITALS

WHEREAS, SHEFA has sued VOGUE for violation of California Health and Safety Code §25249.5, *et. seq.* and violation of California Business and Professional Code §17200, *et. seq.* in an action styled Shefa Lmv, LLC v. CVS Pharmacy, Inc., et. al. Case No. BC 520411, pending in the Superior Court of the State of California, County of Los Angeles, Central District (the “Shefa Lawsuit”), and;

WHEREAS, the Center for Environmental Health (“CEH”) has sued VOGUE for identical violations of the California Health and Safety Code §25249.5, *et. seq.* in an action styled Center for Environmental Health v. Lake Consumer Products, Inc., Case No. RG 13-693280, pending in the Superior Court of the State of California, County of Alameda (the “CEH Lawsuit”) and has sought to consolidate the Shefa Lawsuit with the CEH Lawsuit;

WHEREAS, VOGUE has entered into a settlement with CEH with respect to the CEH Lawsuit and all matters raised therein consisting of a Consent Judgment that provides injunctive and monetary relief (the “CEH Consent Judgment”); and

WHEREAS, the parties have agreed to resolve the Shefa Lawsuit and all other matters between them related to the Shefa Lawsuit;

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. PAYMENT TERMS

VOGUE agrees to pay SHEFA the sum of Six Thousand Five Hundred Dollars \$6,500 in full and final settlement of the claims made by Shefa in the Shefa Lawsuit, including claims for attorneys’ fees and costs (the “Settlement Funds”). SHEFA agrees to apportion the Settlement Funds in a manner allowable under California Health and Safety Code §25249.5, *et. seq.*, including amounts allocated to attorneys’ fees and costs. The Settlement Funds shall be payable to the Law Office of Daniel N. Greenbaum Trust Account, and shall be delivered within 15 days of Court approval of this Agreement.

2. AGREEMENT WITH CEH CONSENT JUDGMENT

SHEFA hereby agrees that the relief afforded in the CEH Consent Judgment, together with the payment of the Settlement Funds herein provides SHEFA and the public adequate relief

for all claims made by SHEFA in the Shefa Lawsuit. SHEFA hereby agrees to the terms of the CEH Consent Judgment and acknowledges that VOGUE's compliance with the CEH Consent Judgment, together with payment of the Settlement Funds is adequate consideration for the release given by SHEFA herein. Further, SHEFA agrees that compliance with the terms the CEH Consent Judgment by VOGUE and the Defendant Releasees (defined below) shall constitute compliance with California Health and Safety Code §25249.5, *et. seq.* and California Business and Professional Code §17200, *et. seq.* by VOGUE, the Defendant Releasees and their Downstream Defendant Releasees (defined below) with respect to any alleged failure to warn about cocamide DEA in any product manufactured, distributed, or sold by VOGUE.

3. SHEFA RELEASE

This Settlement Agreement is a full, final and binding resolution between SHEFA on behalf of itself and the public interest and VOGUE, its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell shampoo, body wash or other cosmetic products to, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees, and their respective parent or affiliated companies, officers, directors, employees, and predecessors or successors ("Downstream Defendant Releasees") of any violation of California Health and Safety Code §25249.5, *et. seq.* and/or violation of California Business and Professional Code §17200, *et. seq.* that was or could have been asserted in the SHEFA Lawsuit against VOGUE, Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged exposure to coconut oil diethanolamine condensate (cocamide diethanolamine) (hereinafter, "cocamide DEA") contained in products that were sold or offered for sale by VOGUE. In consideration of the promises and agreements contained herein, SHEFA, on behalf of the public and itself, its past, current, and future agents, successors and/or assignees, hereby waives all rights and agrees not to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent, that were brought or could have been brought against VOGUE, Defendant Releasees and Downstream Defendant Releasees with regard to any violation of California Health and Safety Code §25249.5 *et. seq.* and California Business and Professional Code §17200, *et. seq.* that was or could have been asserted in the SHEFA Lawsuit against VOGUE, Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged exposure to cocamide DEA contained in products that were sold or offered for sale by VOGUE.

3. APPROVAL OF SETTLEMENT AGREEMENT AND DISMISSAL OF LAWSUIT

SHEFA hereby agrees to obtain an Order from the Court approving this Settlement Agreement in the SHEFA Lawsuit and/or in the consolidated lawsuit. The Court Order obtained by SHEFA shall approve and adopt this Agreement and shall provide for a dismissal of VOGUE from the SHEFA Lawsuit with prejudice. If SHEFA fails to obtain Court approval of this Agreement, then this Agreement shall be void and of no further force and effect.

4. DEFAULT

If either party defaults under this Agreement, the non-breaching party shall have the right to specific performance of this Agreement in addition to any other remedies available to the parties. The prevailing party shall be entitled to all attorney's fees and costs incurred in the enforcement of this Agreement, whether or not suit is brought, including but not limited to attorney's fees and costs incurred in any bankruptcy, trial or appellate proceeding.

5. AMENDMENT

This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the parties.

6. SEVERABILITY

The provisions of this Agreement are independent of, and severable from each other, and no provision shall be affected or rendered invalid or unenforceable because any other provision or provisions are invalid or unenforceable in whole or in part.

7. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. ENTIRE SETTLEMENT AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the settlement of the Lawsuits, including all claims made by either party therein, and supersedes all prior negotiations, understandings, agreements, and arrangements, both oral and written, among the parties.

10. COUNTERPARTS & FACSIMILE TRANSMISSION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties agree that a signature page to this Agreement that is executed by a party and transmitted via facsimile transmission shall have the same force and effect as an original signature page.

[SIGNATURES ON FOLLOWING PAGE]

TODD CHRISTOPHER INTERNATIONAL, LLC
(f/k/a Todd Christopher International, Inc.) *DBA*
VOGUE INTERNATIONAL, a Florida limited liability
company

By: Bill Rohr

Its: CFO

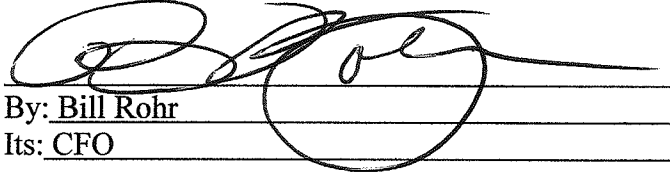
SHEFA LMV, LLC a California limited liability company



By: Alisa Fried

Its: Managing Member

TODD CHRISTOPHER INTERNATIONAL, LLC
(f/k/a Todd Christopher International, Inc.) *DBA*
VOGUE INTERNATIONAL, a Florida limited liability
company


By: Bill Rohr
Its: CFO

SHEFA LMV, LLC a California limited liability company

By: _____
Its: _____