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21 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
22 FOR THE COUNTY OF ALAMEDA

23 CENTER FOR ENVIRONMENTAL HEALTH, a  
24 non-profit corporation,

25 Plaintiff,

26 v.

27 BRITAX CHILD SAFETY, INC., *et al.*,

28 Defendants.

For Entry in Case Nos. RG-13683725 and  
RG-13692611

*Assigned for All Purposes to the Honorable  
George Hernandez, Jr., Department 17*

**[PROPOSED] CONSENT  
JUDGMENT AS TO  
DEFENDANTS CENTURY  
FURNITURE, LLC AND CV  
INDUSTRIES, INC.**

PETER ENGLANDER,

Plaintiff,

v.

CENTURY FURNITURE, LLC, *et al.*,

Defendants.

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**1. INTRODUCTION**

1.1. This Consent Judgment is entered into by Plaintiffs, Center for Environmental Health (“CEH”), a non-profit corporation, and Peter Englander (“Englander”), an individual, and Defendants Century Furniture, LLC and CV Industries, Inc. (collectively, “Defendants”) to settle claims asserted by CEH and Englander against Defendants as set forth in their respective complaints entitled *Center for Environmental Health v. Britax Child Safety, Inc., et al.* (Alameda County Superior Court Case No. RG-13683725), and *Peter Englander v. Century Furniture, LLC, et al.* (Alameda County Superior Court Case No. RG-13692611) (collectively, the “Complaints” or the “Actions”). CEH, Englander, and Defendants are each referred to individually as a “Party” and collectively as the “Parties.”

1.2. On March 20, 2013, CEH served a “Notice of Violation” of the California Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”) (the “CEH Notice”) to Defendant Century Furniture, LLC, the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in State of California with a population greater than 750,000. The CEH Notice alleges violations of Proposition 65 with respect to the presence of tris (1,3-dichloro-2-propyl) phosphate (“TDCPP”) in foam-cushioned upholstered furniture manufactured, distributed, and/or sold by Defendants.

1.3. On April 3, 2013, Englander served a “Notice of Violation” of Proposition 65 (the “Englander Notice”) to Defendants Century Furniture, LLC and CV Industries, Inc., the California Attorney General, the District Attorneys of every County in the State of California, and the City Attorneys for every City in State of California with a population greater than 750,000. The Englander Notice alleges violations of Proposition 65 with respect to the presence of TCEP in upholstered chairs manufactured, sold, and/or distributed for sale in California by Defendants.

1.4. Each of the Defendants is a corporation that employs ten (10) or more persons and that manufactures, distributes, and/or sells Covered Products (as defined herein) in the State of California.

1           1.5. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
2 Court has jurisdiction over the allegations of violations contained in the Notices and Complaints  
3 and personal jurisdiction over Defendants as to the acts alleged in the Complaints; (ii) venue is  
4 proper in Alameda County; and (iii) this Court has jurisdiction to enter this Consent Judgment as  
5 a full and final resolution of all claims which were or could have been raised in the Complaints  
6 based on the facts alleged in the Notices and Complaints with respect to Covered Products  
7 manufactured, distributed, and/or sold by Defendants.

8           1.6. The Parties enter into this Consent Judgment as a full and final settlement of all  
9 claims that were or which could have been raised in the Complaints arising out of the facts or  
10 conduct related to Defendants alleged therein. By execution of this Consent Judgment and  
11 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or  
12 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as  
13 an admission by the Parties of any fact, conclusion of law, or violation of law. Defendants deny  
14 the material, factual, and legal allegations in the Notices and Complaints and expressly deny any  
15 wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent  
16 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any Party  
17 may have in this or any other pending or future legal proceedings. This Consent Judgment is the  
18 product of negotiation and compromise and is accepted by the Parties solely for purposes of  
19 settling, compromising, and resolving issues disputed in these Actions.

## 20           **2. DEFINITIONS**

21           2.1. “Chemical Flame Retardant” means any halogenated or phosphorous-based  
22 chemical compound used for the purpose of resisting or retarding the spread of fire. “Chemical  
23 Flame Retardant” does not include any chemical that has been rated as a Benchmark 4 chemical  
24 pursuant to Clean Production Action’s GreenScreen ([http://www.cleanproduction.org/  
25 Green.Greenscreen.php](http://www.cleanproduction.org/Green.Greenscreen.php)).

26           2.2. “Covered Products” means foam-cushioned upholstered furniture manufactured,  
27 distributed, and/or sold by Defendants in California.

1           2.3.   “Effective Date” means the date on which the Court grants the motion for  
2 approval of this Consent Judgment contemplated by Section 10.

3           2.4.   “Listed Chemical Flame Retardants” means Tris(1,3-dichloro-2-propyl)  
4 phosphate (“TDCPP”), Tris(2-chloroethyl) phosphate (“TCEP”), and Tris(2,3-dibromopropyl)  
5 phosphate (“TDBPP”).

6           2.5.   “Noticed Products” means Nevara Side Chair, #661-531 and Century Side Chair,  
7 No. 3822S.

8           2.6.   “Reformulated Products” are Covered Products that comply with the TCEP Limit  
9 established by this Consent Judgment.

10          2.7.   “TB 117” means Technical Bulletin No. 117, entitled “Requirements, Test  
11 Procedures and Apparatus for Testing the Flame Retardance of Filling Materials Used in  
12 Upholstered Furniture,” dated March 2000.

13          2.8.   “TB 117-2013” means the proposed Technical Bulletin 117-2013, entitled  
14 “Requirements, Test Procedures and Apparatus for Testing the Smolder Resistance of Materials  
15 Used in Upholstered Furniture,” released for review and public comment on February 8, 2013  
16 (re-released on August 19, 2013) by the California Bureau of Electronic and Appliance Repair,  
17 Home Furnishings and Thermal Insulation.

18          2.9.   “TB 117-2013 Effective Date” means the date on which filling materials and  
19 cover fabrics in upholstered furniture are required to meet the fire retardant requirements in TB  
20 117-2013 pursuant to the proposed amendments to Section 1374 of Article 2 of Title 4 of the  
21 California Code of Regulations.

22          2.10. “TDCPP Limit” means the maximum concentration of TDCPP by weight  
23 specified in Section 3.1.

24          2.11. “Treated” means the addition or application of any Chemical Flame Retardant to  
25 any polyurethane foam, cushioning, or padding used as filling material in any Covered Product.

26          2.12. “Untreated Foam” means polyurethane foam that has not been Treated with any  
27 Chemical Flame Retardant.

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1           **3. INJUNCTIVE RELIEF**

2           **3.1. Reformulation of Covered Products.** Defendants will comply with the  
3 following requirements to reformulate the Covered Products to eliminate exposures to TDCPP  
4 and other Listed Chemical Flame Retardants, arising from the use of the Covered Products:

5           **3.2. Proposition 65-Listed Chemical Flame Retardants.** As of the Effective Date,  
6 Defendants shall not manufacture, or distribute, sell, or offer for sale in California any Covered  
7 Product that has a Manufacture Date that is on or later than the Effective Date which has been  
8 intentionally Treated with or contains more than 25 parts per million (“ppm”) (the equivalent of  
9 0.0025%) each of TDCPP, TCEP, and/or TDBPP, when analyzed by an accredited laboratory  
10 pursuant to EPA testing methodologies 3545 and 8270C, or equivalent methodologies utilized by  
11 federal or state agencies to determine the presence or absence of, or to measure the amount of,  
12 TDCPP, TCEP, or TDBPP in a solid substance.

13           **3.2.1. Warnings for Products in Inventory.** Any Covered Products in which  
14 the polyurethane foam has been Treated with TDCPP or TCEP and which are manufactured prior  
15 to the Effective Date, but distributed, sold, or offered for sale by Defendants in California after  
16 the Effective Date shall be accompanied by a Clear and Reasonable Warning that complies with  
17 Section 3.2.2.

18           **3.2.2. Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
19 Consent Judgment shall state:

20           **WARNING:** This product contains TDCPP and/or TCEP, a flame  
21           retardant chemical known to the State of California to  
22           cause cancer.<sup>1</sup>

23 <sup>1</sup> The regulatory safe harbor warning language specified in 27 Cal. Code Regs § 25603.2 may  
24 also be used if Defendants employed it prior to the Effective Date. Should Defendants seek to  
25 use alternative warning language, other than the language specified above or the safe harbor  
26 warning specified in 27 Cal. Code Regs § 25603.2, or seek to use an alternate method of  
27 transmission of the warning, Defendants shall obtain the Court’s approval of their proposed  
28 alternative and provide CEH, Englander, and the Office of the Attorney General with timely  
notice and the opportunity to comment or object before the Court acts on the request. In the event  
that Defendants’ application for Court approval of an alternative warning is contested by CEH or  
Englander, the prevailing party shall be entitled to its reasonable attorneys’ fees associated with  
opposing or responding to the opposition to the application. No fees shall be recoverable for the  
initial application seeking an alternative warning.



1 A Clear and Reasonable Warning shall not be preceded by, surrounded by, or include any  
2 additional words or phrases that contradict, obfuscate, or otherwise undermine the warning. The  
3 warning statement shall be prominently displayed on the Covered Product or the packaging of the  
4 Covered Product with such conspicuousness, as compared with other words, statements, or  
5 designs as to render it likely to be read and understood by an ordinary individual prior to sale.  
6 Any warning displayed on the bottom of an unpackaged Covered Product offered for sale to  
7 California consumers shall not be considered a Clear and Reasonable Warning for purposes of  
8 this Section. For internet, catalog, or any other sale where the consumer is not physically present  
9 and cannot see a warning displayed on the Covered Product or the packaging of the Covered  
10 Product prior to purchase or payment, the warning statement shall be displayed in such a manner  
11 that it is likely to be read and understood prior to the authorization of or actual payment.

12           **3.2.3. Warnings for Products in the Stream of Commerce.** In an effort to  
13 ensure that consumers receive clear and reasonable warnings in compliance with Proposition 65  
14 for Covered Products that have not been reformulated pursuant to Section 3.1 or labeled in  
15 accordance with Section 3.2.1, within 15 days following the Effective Date, Defendants shall  
16 provide warning materials to each of those California retailers or distributors to whom Defendants  
17 reasonably believe they sold Covered Products that contained or may have contained TDCPP  
18 after October 31, 2011. Such warning materials shall include a reasonably sufficient number of  
19 warnings in order to permit the retailer or distributor to place a warning on each Covered Product  
20 and instructions for the placement of the warnings. The warnings shall contain the warning  
21 language set forth in Section 3.2.2.

22           **3.2.4. Specification To and Certification From Suppliers.** To ensure  
23 compliance with the product reformulation provisions of this Consent Judgment, Defendants shall  
24 issue specifications to their suppliers of polyurethane foam requiring that the polyurethane foam  
25 has not been Treated with any Listed Chemical Flame Retardant. Defendants shall obtain and  
26 maintain written certification from their suppliers of polyurethane foam confirming that all such  
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1 foam received by Defendants for distribution in California after the Effective Date has not been  
2 Treated with any Listed Chemical Flame Retardant.

3           **3.3. Market Withdrawal of Covered Products.** On or before the Effective Date,  
4 Defendants shall have: (1) ceased shipping the Noticed Products to stores in California, and (2)  
5 sent instructions to any customers that Defendants know or have or have reason to believe are  
6 offering Noticed Products for sale in California to cease doing so and either to return all unsold  
7 Noticed Products to Defendants for destruction or disposal or to destroy or dispose of such  
8 Noticed Products directly. Any destruction or disposal of Noticed Products shall be in  
9 compliance with all applicable laws. Within ninety (90) days after the Effective Date,  
10 Defendants shall certify to CEH and Englander that they have complied with the requirements of  
11 this Section. If there is a dispute over the implementation of these requirements, CEH,  
12 Englander, and Defendants shall meet and confer before seeking any remedy in court.

#### 13           **4. PENALTIES AND PAYMENTS**

14           **4.1. Payments to CEH.** Defendants shall make an initial payment to CEH in the total  
15 sum of Twenty Six Thousand dollars (\$26,000), which shall be allocated as follows:

16                   4.1.1. \$2,860 shall constitute a penalty pursuant to Cal. Health & Safety Code §  
17 25249.7(b), such money to be apportioned by CEH in accordance with Cal. Health & Safety Code  
18 § 25249.12.

19                   4.1.2. \$3,900 shall constitute a payment in lieu of civil penalty pursuant to Cal.  
20 Health & Safety Code § 25249.7(b) and 11 Cal. Code Regs § 3203(b). CEH will use such funds  
21 to continue its work of educating and protecting the public from exposures to toxic chemicals,  
22 including Chemical Flame Retardants. CEH may also use a portion of such funds to monitor  
23 compliance with this Consent Judgment and to purchase and test Defendants' products to confirm  
24 compliance. In addition, as part of its Community Environmental Action and Justice Fund, CEH  
25 will use four percent (4%) of such funds to award grants to grassroots environmental justice  
26 groups working to educate and protect the public from exposures to toxic chemicals. The method  
27 of selection of such groups can be found at the CEH website at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

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1                   4.1.3. \$19,240 shall constitute reimbursement of CEH's reasonable attorneys'  
2 fees and costs.

3                   4.1.4. The payment required under this Section shall be made in three separate  
4 checks. All of the payments shall be sent within 2 business days following the Effective Date.  
5 The payments required pursuant to Section 4.1.1 and 4.1.2 shall each be made payable to CEH  
6 and mailed to CEH at the address set forth in Section 9.1.2 below. The payment required  
7 pursuant to Section 4.1.3 shall be made payable to Lexington Law Group and mailed to  
8 Lexington Law Group at the address set forth in Section 9.1.2 below.

9                   4.1.5. **Additional Payment.** In the event that Defendants do not certify  
10 compliance with Section 5.2, Defendants shall make an additional payment of \$10,000 to CEH 30  
11 days following the TB 117-2013 Effective Date. This additional payment shall be allocated as  
12 follows:

13                   4.1.5.1. \$4,000 shall constitute a penalty pursuant to Cal. Health &  
14 Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with Cal. Health  
15 & Safety Code § 25249.12.

16                   4.1.5.2. \$6,000 shall constitute a payment in lieu of civil penalty  
17 pursuant to Cal. Health & Safety Code § 25249.7(b) and 11 Cal. Code Regs § 3203(b). CEH  
18 will use such funds as set forth in Section 4.1.2.

19                   4.2. **Payments to Englander.** Defendants shall pay to Englander the total sum of  
20 Sixty Two Thousand dollars (\$62,000), which shall be allocated as follows:

21                   4.2.1. \$16,000 shall constitute a penalty pursuant to Cal. Health & Safety Code §  
22 25249.7(b), such money to be apportioned by Englander in accordance with Cal. Health & Safety  
23 Code § 25249.12.

24                   4.2.2. \$46,000 shall constitute reimbursement of Englander's reasonable  
25 attorneys' fees and costs.

26                   4.2.3. **Additional Payment.** In the event that Defendants do not certify  
27 compliance with Section 5.1, Defendants shall make an additional civil penalty payment of

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1 \$20,000 to Englander no later than December 15, 2013. This additional civil penalty payment  
2 shall be allocated in accordance with Cal. Health & Safety Code § 25249.12.

3 4.3. The payments required under this Section 4.2 shall be made in three separate  
4 checks. All of the payments shall be sent within 2 business days following the Effective Date.  
5 The payments required pursuant to Sections 4.2.1 and 4.2.3 shall be made payable to “The  
6 Chanler Group in Trust for Peter Englander.” The payment required by Section 4.2.2 shall be  
7 made payable to “The Chanler Group.” All payments shall be mailed to The Chanler Group at  
8 the address provided in Section 9.1.2(b).

9 **5. OPTIONAL PENALTY REDUCTION CREDITS AND WAIVERS**

10 5.1. **Accelerated Reformulation Waiver -- TCEP.** The additional payment to  
11 Englander set forth in Section 4.2.3 in the amount of \$20,000 shall be waived, if Defendants  
12 agree that, as of December 31, 2013, and continuing thereafter, Defendants will only  
13 manufacture, import, sell, or distribute for sale in California, Reformulated Products as defined  
14 in Section 2.6 above. To qualify for this waiver of additional payment to Englander, an officer  
15 of Defendants’ organization must provide Englander with a written certification confirming  
16 timely compliance with the above reformulation standards no later than December 15, 2013. The  
17 option to certify early reformulation in lieu of making an additional payment to Englander  
18 constitutes a material term of this Consent Judgment, and with regard to such term, time is of the  
19 essence.

20 5.2. **Additional Reformulation Waiver – Use of Untreated Foam.** The additional  
21 payment to CEH set forth in Section 4.1.5 in the amount of \$10,000 shall be waived, if  
22 Defendants agree that, as of the TB117-2013 Effective Date, Defendants will not manufacture,  
23 import, sell, or distribute for sale in California any Covered Product that has been Treated with  
24 any Chemical Flame Retardant. To qualify for this waiver of additional payment to CEH,  
25 Defendants must provide written certification to CEH of their use of only Untreated Foam within  
26 30 days following the TB 117-2013 Effective Date.

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1                   **5.2.1. Specification To and Certification From Suppliers.** To ensure  
2 compliance with the provisions of Section 5.2, to the extent that Defendants opt for additional  
3 reformulation, Defendants shall directly or through their supply chain issue specifications to their  
4 suppliers of polyurethane foam, cushioning, or padding used as filling material in any Covered  
5 Product requiring that such components shall use only Untreated Foam. Defendants shall not be  
6 deemed in violation of the requirements of Section 5.2 for any Covered Product to the extent: (a)  
7 they have relied on a written certification from their vendor that supplied a Covered Product or  
8 the polyurethane foam, cushioning, or padding used as filling material in the Covered Product is  
9 made with only Untreated Foam, and/or (b) have obtained a test result from a certified laboratory  
10 reporting that the Covered Product's polyurethane foam, cushioning, or padding used as filling  
11 material has been made with Untreated Foam. Defendants shall obtain and maintain written  
12 certification(s) from their suppliers of polyurethane foam, cushioning, or padding confirming that  
13 all such foam received by Defendants for distribution in California is Untreated Foam.

14                   **6. ENFORCEMENT OF CONSENT JUDGMENT**

15                   6.1. CEH and/or Englander may, by motion or application for an order to show cause  
16 before the Superior Court of Alameda County, enforce the terms and conditions contained in this  
17 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of  
18 Sections 3 or 5 above, CEH and/or Englander shall provide Defendants with a Notice of  
19 Violation and a copy of any test results which purportedly support CEH's and/or Englander's  
20 Notice of Violation. The Parties shall then meet and confer regarding the basis for CEH's and/or  
21 Englander's anticipated motion or application in an attempt to resolve it informally, including  
22 providing Defendants a reasonable opportunity of at least thirty (30) days to cure any alleged  
23 violation. Should such attempts at informal resolution fail, CEH and/or Englander may file  
24 its/his enforcement motion or application. The prevailing Party on any motion to enforce this  
25 Consent Judgment shall be entitled to its/his reasonable attorney's fees and costs incurred as a  
26 result of such motion or application. This Consent Judgment may only be enforced by the  
27 Parties.

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**7. MODIFICATION OF CONSENT JUDGMENT**

7.1. This Consent Judgment may only be modified by a written agreement of the Parties, or upon motion brought by CEH, Englander, or Defendants, as provided by law, and the subsequent entry of a modified judgment by the Court thereon.

**8. CLAIMS COVERED AND RELEASE**

8.1. This Consent Judgment is a full, final, and binding resolution between CEH and Englander acting in the public interest, and Defendants and Defendants’ parents, officers, directors, shareholders, divisions, subdivisions, subsidiaries, partners, affiliated companies and their predecessors, successors, and assigns (“Defendant Releasees”) and all entities to whom they distribute or sell Covered Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (“Downstream Defendant Releasees”) of all claims alleged in the Actions, or either complaint filed therein, arising from any violation of Proposition 65 that have been or could have been asserted in the public interest against Defendants, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to warn about exposures to TDCPP and TCEP in the Covered Products manufactured, distributed, or sold by Defendants prior to the Effective Date, as alleged in the Notices.

8.2. CEH and Englander, for themselves, release, waive, and forever discharge any and all claims alleged in the in the Actions, or either complaint filed therein, against Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any violation of Proposition 65 that have been or could have been asserted regarding the failure to warn about exposures to TDCPP, TCEP, and TDBPP in connection with Covered Products manufactured, distributed, or sold by Defendants prior to the Effective Date, as alleged in the Notices.

8.3. Compliance with the terms of this Consent Judgment by Defendants and Defendant Releasees shall constitute compliance with Proposition 65 with respect to any alleged failure to warn about TDCPP, TCEP, and/or TDBPP in Covered Products manufactured, distributed, or sold by Defendants after the Effective Date.

1           8.4. Defendants, on their own behalf, and on behalf of their past and current agents,  
2 representatives, attorneys, successors, and assignees, hereby waives any and all claims against  
3 CEH and Englander and their attorneys and other representatives, for any and all actions taken or  
4 statements made by CEH and Englander and their attorneys and other representatives, whether in  
5 the course of investigating claims, otherwise seeking to enforce Proposition 65 against them in  
6 the Actions, or with respect to the Covered Products.

7           **9. PROVISION OF NOTICE**

8           9.1. When any Party is entitled to receive any notice under this Consent Judgment, the  
9 notice shall be sent by first class and electronic mail as follows:

10                   9.1.1. **Notices to Defendants.** The persons for Defendants to receive notices  
11 pursuant to this Consent Judgment shall be:

12                                 For Century Furniture LLC:

13                                 Kevin Boyle  
14                                 VP Manufacturing  
15                                 Century Furniture LLC  
16                                 PO Box 608  
17                                 Hickory, NC 28603  
18                                 KBoyle@centuryfurniture.com

19                                 For CV Industries, Inc.:

20                                 Richard Reese  
21                                 Chief Financial Officer  
22                                 CV Industries, Inc.  
23                                 c/o Valdese Weavers  
24                                 1000 Perkins Rd  
25                                 Valdese NC 28690  
26                                 RReese@valdeseweavers.com

27                                 For Century Furniture LLC and CV Industries, Inc.:

28                                 Jeffrey B. Margulies  
                                      Fulbright & Jaworski LLP  
                                      555 South Flower Street, 41st Floor  
                                      Los Angeles, CA 90071  
                                      jeff.margulies@nortonrosefulbright.com

1                   9.1.2. **Notices to Plaintiffs.** The persons for CEH and Englander to receive  
2 notices pursuant to this Consent Judgment shall be:

3                   9.1.2(a). For CEH:

4                   Rick Franco  
5                   Center for Environmental Health  
6                   2201 Broadway, Suite 302  
7                   Oakland, California 94612  
8                   rick@ceh.org

9                   with a copy to:

10                  Mark Todzo  
11                  Lexington Law Group  
12                  503 Divisadero Street  
13                  San Francisco, CA 94117  
14                  mtodzo@lexlawgroup.com

15                  9.1.2(b). For Englander:

16                  The Chanler Group  
17                  Attn: Proposition 65 Coordinator  
18                  2560 Ninth Street  
19                  Parker Plaza, Suite 214  
20                  Berkeley, CA 94710

21                  9.2. Any Party may modify the person and address to whom the notice is to be sent by  
22 sending the other Parties notice by first class and electronic mail.

23                  **10. COURT APPROVAL**

24                  10.1. CEH and Englander shall cooperate on the preparation and filing of a Motion for  
25 Approval of this Consent Judgment, and Defendants shall support approval of such Motion,  
26 including appearing at the hearing on the motion if so requested.

27                  10.2. If this Consent Judgment is not entered by the Court, it shall be of no force or  
28 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
purpose.



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**11.GOVERNING LAW AND CONSTRUCTION**

11.1. The terms and obligations arising from this Consent Judgment shall be construed and enforced in accordance with the laws of the State of California.

**12.ENTIRE AGREEMENT**

12.1. This Consent Judgment contains the sole and entire agreement and understanding of CEH, Englander, and Defendants with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein.

12.2. There are no warranties, representations, or other agreements between CEH, Englander, and Defendants except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto.

12.3. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein.

12.4. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby.

12.5. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

**13.RETENTION OF JURISDICTION**

13.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

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**14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

14.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

**15. NO EFFECT ON OTHER SETTLEMENTS**

15.1. Nothing in this Consent Judgment shall preclude CEH and/or Englander from resolving any claim against another entity on terms that are different than those contained in this Consent Judgment.

**16. EXECUTION IN COUNTERPARTS**

16.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

**IT IS SO STIPULATED:**

Dated: Dec 2, 2013

**CENTER FOR ENVIRONMENTAL HEALTH**



Signature

CHARLENE PIZARRO

Printed Name

ASSOCIATE DIRECTOR

Title

Dated: \_\_\_\_\_, 2013

**PETER ENGLANDER**

Signature

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16.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_, 2013

**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Dated: November 22, 2013

**PETER ENGLANDER**

  
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Signature

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Dated: Nov. 21<sup>st</sup>, 2013

CENTURY FURNITURE, LLC



Signature

Brandon M. Hucks

Printed Name

SVP, CFO, Sec, Treas

Title

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

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Judge of the Superior Court of the State of  
California, County of Alameda