

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Lead Case No. RG 09-459448
	)	
Plaintiff,	)	(Consolidated with Case Nos. RG 10-
	)	494289, RG 10-494513, RG 10-494517,
v.	)	RG 11-598595, RG 11-598596, RG 11-
	)	603764 and RG 12-658652)
LULU NYC LLC, et al.,	)	
	)	<b>[PROPOSED] CONSENT</b>
Defendants.	)	<b>JUDGMENT AS TO ANDREW’S &amp;</b>
	)	<b>SON TRADINGS, INC. AND JF</b>
	)	<b>WALLIS, INC.</b>
_____	)	
AND CONSOLIDATED CASES.	)	
	)	
_____	)	

**1. DEFINITIONS**

- 1.1 “Covered Products” means footwear that is Manufactured, distributed, sold or offered for sale by Settling Defendants.
- 1.2 “Effective Date” means the date on which this Consent Judgment is entered by the Court.
- 1.3 “Lead Limits” means the maximum concentrations of lead and lead compounds (“Lead”) by weight specified in Section 3.2.

1           1.4           “Manufactured” and “Manufactures” means to manufacture, produce, or  
2 assemble.

3           1.5           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
4 with or without a suspension of finely divided coloring matter, which changes to a solid film  
5 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
6 This term does not include printing inks or those materials which actually become a part of the  
7 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
8 the substrate, such as by electroplating or ceramic glazing.

9           1.6           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
10 supplies a Covered Product to Settling Defendants.

## 11       **2.       INTRODUCTION**

12           2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
13 Environmental Health (“CEH”) and defendants Andrew’s & Son Tradings, Inc. and JF Wallis,  
14 Inc. (collectively, the “Settling Defendants”). Both Settling Defendants do business as Beston  
15 Shoes, Inc. Andrew’s & Son Tradings, Inc. is the predecessor company, while JF Wallis, Inc. has  
16 taken over the business.

17           2.2           On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,  
18 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and  
19 clutches. The Court has consolidated the *Lulu* matter with a number of other related Proposition  
20 65 cases.

21           2.3           On or about February 8, 2013 and May 24, 2013, CEH served 60-Day Notices  
22 of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,  
23 California Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendants violated  
24 Proposition 65 by exposing persons to Lead contained in footwear, without first providing a clear  
25 and reasonable Proposition 65 warning. On December 5, 2012, CEH filed the original Complaint  
26 in the action entitled *CEH v. Fashion Eden*, Case No. RG 12-658652. On or about August 5,  
27 2013 CEH will name Settling Defendants as “Footwear Defendants” in the *Fashion Eden* action  
28 via Doe Amendments.

2.4 Settling Defendants manufacture, distribute and/or offer for sale Covered Products in the State of California or has done so in the past.

2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the operative Complaint applicable to Settling Defendants (the “Complaint”) and personal jurisdiction over Settling Defendants as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

2.6 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any other legal proceeding. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in this action.

### **3. INJUNCTIVE RELIEF**

3.1 **Specification Compliance Date.** To the extent they have not already done so, no more than 30 days after the Effective Date, Settling Defendants shall provide the Lead Limits to their Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

3.2 **Lead Limits.**  
Commencing on the Effective Date, Settling Defendants shall not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale any Covered Product that will be sold or offered for sale to California consumers that contains a material or is made of a component that exceeds the following Lead Limits:

3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

3.2.3 All other materials or components other than cubic zirconia (sometimes

1 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

2 For purposes of this Section 3.2, when Settling Defendants' direct customer sells or offers for sale  
3 to California consumers a Covered Product after the Effective Date, Settling Defendants are  
4 deemed to have "offered for sale to California consumers" that Covered Product.

5 **3.3 Action Regarding Specific Products.**

6 3.3.1 On or before the Effective Date, Settling Defendants shall cease selling the  
7 Glamour Quilted Patent Bow Detail Slide Heels in Yellow, Item No. 11997193-000-003  
8 (the "Section 3.3 Product") in California. On or before the Effective Date, Settling  
9 Defendants shall also: (i) cease shipping the Section 3.3 Product to any of their stores  
10 and/or customers that resell the Section 3.3 Product in California, and (ii) send  
11 instructions to their stores and/or customers that resell the Section 3.3 Product in  
12 California instructing them either to: (a) return all of the Section 3.3 Product to Settling  
13 Defendants for destruction; or (b) directly destroy the Section 3.3 Product.

14 3.3.2 Any destruction of the Section 3.3 Product shall be in compliance with all  
15 applicable laws.

16 3.3.3 Within sixty days of the Effective Date, Settling Defendants shall provide  
17 CEH with written certification from Settling Defendants confirming compliance with the  
18 requirements of this Section 3.3.

19 **4. ENFORCEMENT**

20 4.1 Any Party may, after meeting and conferring, by motion or application for an  
21 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
22 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
23 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

24 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
25 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

26 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
27 Defendants within 45 days of the date the alleged violation(s) was or were observed,  
28 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling

1 Defendants with the test data required by Section 4.2.2(d) below if it has not yet obtained  
2 it from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a  
3 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the  
4 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served  
5 within 45 days of the date the supplier is identified by CEH.

6 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a minimum,  
7 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
8 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
9 Covered Product giving rise to the alleged violation, and of each material or component  
10 that is alleged not to comply with the Lead Limits, including a picture of the Covered  
11 Product and all identifying information on tags and labels, and (d) all test data obtained by  
12 CEH regarding the Covered Product and related supporting documentation, including all  
13 laboratory reports, quality assurance reports and quality control reports associated with  
14 testing of the Covered Products. Such Notice of Violation shall be based at least in part  
15 upon total acid digest testing performed by an independent accredited laboratory. Wipe,  
16 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a  
17 Notice of Violation, although any such testing may be used as additional support for a  
18 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A  
19 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section  
20 4.2.2.

21 **4.2.3 Additional Documentation.** CEH shall promptly make available for  
22 inspection and/or copying upon request by and at the expense of Settling Defendants, all  
23 supporting documentation related to the testing of the Covered Products and associated  
24 quality control samples, including chain of custody records, all laboratory logbook entries  
25 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
26 from all analytical instruments relating to the testing of Covered Product samples and any  
27 and all calibration, quality assurance, and quality control tests performed or relied upon in  
28 conjunction with the testing of the Covered Products, obtained by or available to CEH that

1 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,  
2 any exemplars of Covered Products tested.

3 4.2.4 **Multiple Notices.** If Settling Defendants have received more than four  
4 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever  
5 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
6 Consent Judgment. For purposes of determining the number of Notices of Violation  
7 pursuant to this Section 4.2.4, the following shall be excluded:

8 (a) Multiple notices identifying Covered Products Manufactured for or  
9 sold to Settling Defendants from the same Vendor; and

10 (b) A Notice of Violation that meets one or more of the conditions of  
11 Section 4.3.3(c).

12 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation  
13 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendants  
14 shall provide written notice to CEH stating whether they elect to contest the allegations contained  
15 in the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be  
16 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
17 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
18 Environmental Health and included with Settling Defendants' Notice of Election.

19 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of  
20 Election shall include all then-available documentary evidence regarding the alleged  
21 violation, including any test data. Within 30 days the parties shall meet and confer to  
22 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
23 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling  
24 Defendants withdraw their Notice of Election to contest the Notice of Violation before  
25 any motion concerning the violations alleged in the Notice of Violation is filed pursuant to  
26 Section 4.1, Settling Defendants shall make a contribution to the Proposition 65 Fashion  
27 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-  
28 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or

1 obtaining a decision from the Court, CEH or a Settling Defendant acquires additional test  
2 or other data regarding the alleged violation, it shall promptly provide all such data or  
3 information to the other Party.

4           **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,  
5 Settling Defendants shall include in their Notice of Election a detailed description of  
6 corrective action that they have undertaken or propose to undertake to address the alleged  
7 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
8 Covered Product will no longer be offered by Settling Defendants or their customers for  
9 sale in California. If there is a dispute over the sufficiency of the proposed corrective  
10 action or its implementation, CEH shall promptly notify Settling Defendants and the  
11 Parties shall meet and confer before seeking the intervention of the Court to resolve the  
12 dispute. In addition to the corrective action, Settling Defendants shall make a contribution  
13 to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the  
14 provisions of Section 4.3.3 applies.

15           **4.3.3 Limitations in Non-Contested Matters.**

16           (a) If Settling Defendants elect not to contest a Notice of Violation  
17 before any motion concerning the violation(s) at issue has been filed, the monetary  
18 liability of Settling Defendants shall be limited to the contributions required by Section  
19 4.3.2 and this Section 4.3.3, if any.

20           (b) If more than one Settling Defendant has manufactured, sold, offered  
21 for sale or distributed a Covered Product identified in a non-contested Notice of Violation,  
22 only one required contribution may be assessed against all Settling Defendants as to the  
23 noticed Covered Product.

24           (c) The contribution to the Fashion Accessory Testing Fund shall be:

25                   (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
26 Defendants, prior to receiving and accepting for distribution or sale the  
27 Covered Product identified in the Notice of Violation, obtained test results  
28 demonstrating that all of the materials or components in the Covered

1 Product identified in the Notice of Violation complied with the applicable  
2 Lead Limits, and further provided that such test results meet the same  
3 quality criteria to support a Notice of Violation as set forth in Section 4.2.2  
4 and that the testing was performed within two years prior to the date of the  
5 sales transaction on which the Notice of Violation is based. Settling  
6 Defendants shall provide copies of such test results and supporting  
7 documentation to CEH with their Notice of Election; or

8 (ii) One thousand five hundred dollars (\$1,500) if Settling  
9 Defendants are in violation of Section 3.2 only insofar as that Section  
10 deems Settling Defendants to have “offered for sale” a product sold at  
11 retail by Settling Defendants’ customer, provided however, that no  
12 contribution is required or payable if Settling Defendants have already  
13 been required to pay a total of ten thousand dollars (\$10,000) pursuant to  
14 this subsection. This subsection shall apply only to Covered Products that  
15 Settling Defendants demonstrate were shipped prior to the Effective Date;  
16 or

17 (iii) Not required or payable, if the Notice of Violation identifies  
18 the same Covered Product or Covered Products, differing only in size or  
19 color, that have been the subject of another Notice of Violation within the  
20 preceding 12 months.

## 21 **5. PAYMENTS**

22 **5.1 Payments by Settling Defendants.** Within five (5) business days of the Effective  
23 Date, Settling Defendants shall pay the total sum of \$15,000 as a settlement payment. The total  
24 settlement amount for Settling Defendants shall be paid in three separate checks and delivered to  
25 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San  
26 Francisco, California 94117-2212, and made payable and allocated as follows:

27 5.1.1 Settling Defendants shall pay the sum of \$1,930 as a civil penalty pursuant  
28 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with



1 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
2 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the  
3 Center For Environmental Health.

4 5.1.2 Settling Defendants shall pay the sum of \$2,900 as a payment in lieu of  
5 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
6 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
7 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
8 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
9 funds to award grants to grassroots environmental justice groups working to educate and protect  
10 people from exposures to toxic chemicals. The method of selection of such groups can be found  
11 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
12 made payable to the Center For Environmental Health.

13 5.1.3 Settling Defendants shall also separately pay the sum of \$10,170 to the  
14 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
15 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
16 Law Group.

## 17 **6. MODIFICATION**

18 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
19 time by express written agreement of the Parties with the approval of the Court, or by an order of  
20 this Court upon motion and in accordance with law.

21 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
22 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
23 modify the Consent Judgment.

## 24 **7. CLAIMS COVERED AND RELEASED**

25 7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
26 behalf of itself and the public interest and Settling Defendants, and their parents, subsidiaries,  
27 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
28 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell

1 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
2 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)  
3 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
4 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on  
5 failure to warn about alleged exposure to Lead contained in Covered Products that were sold by  
6 Settling Defendants prior to the Effective Date.

7 7.2 Compliance with the terms of this Consent Judgment by Settling Defendants  
8 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendants’ Covered  
9 Products.

10 7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an  
11 action under Proposition 65 against any person other than a Settling Defendant, Defendant  
12 Releasee, or Downstream Defendant Releasee.

13 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action  
14 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer  
15 of Settling Defendant under Section 3.2; and (b) sells or offers for sale a Covered Product to  
16 California consumers that does not comply with the Lead Limits after the Effective Date.

## 17 **8. NOTICE**

18 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
19 notice shall be sent by first class and electronic mail to:

20 Eric S. Somers  
21 Lexington Law Group  
22 503 Divisadero Street  
23 San Francisco, CA 94117  
24 esomers@lexlawgroup.com

25 8.2 When Settling Defendants are entitled to receive any notice under this Consent  
26 Judgment, the notice shall be sent by first class and electronic mail to:

27 Andrew Lu  
28 JF Wallis, Inc.  
4291 West 190th Street  
Torrance, CA 90504  
bestonshoes@gmail.com



1           11.1       This Consent Judgment shall be terminable by CEH or by Settling Defendants  
2 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such  
3 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
4 Court of Alameda County.

5           11.2       Should this Consent Judgment be terminated pursuant to this Section, it shall  
6 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
7 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
8 further that if Settling Defendants are the terminating Parties, the provisions of Sections 5 and 7.1  
9 shall survive any termination.

10       **12.   OTHER TERMS**

11           12.1       The terms of this Consent Judgment shall be governed by the laws of the State  
12 of California.

13           12.2       This Consent Judgment shall apply to and be binding upon CEH and Settling  
14 Defendants, and the successors or assigns of any of them.

15           12.3       This Consent Judgment contains the sole and entire agreement and  
16 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
17 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
18 merged herein and therein. There are no warranties, representations, or other agreements between  
19 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
20 implied, other than those specifically referred to in this Consent Judgment have been made by any  
21 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
22 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
23 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
24 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
25 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
26 whether or not similar, nor shall such waiver constitute a continuing waiver.

27           12.4       Nothing in this Consent Judgment shall release, or in any way affect any rights  
28 that Settling Defendants might have against any other party, whether or not that party is a Settling

1 Defendant.

2 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
3 Consent Judgment.

4 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
5 and by means of facsimile or portable document format (pdf), which taken together shall be  
6 deemed to constitute one document.

7 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
8 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
9 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
10 Party.

11 12.8 The Parties, including their counsel, have participated in the preparation of  
12 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
13 This Consent Judgment was subject to revision and modification by the Parties and has been  
14 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
15 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
16 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
17 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
18 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
19 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.  
20

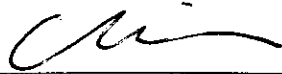
21 **IT IS SO ORDERED:**

22  
23 Dated: \_\_\_\_\_

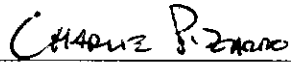
\_\_\_\_\_  
Judge of the Superior Court

1 IT IS SO STIPULATED:

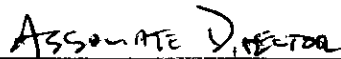
2 CENTER FOR ENVIRONMENTAL HEALTH

3  
4 

5 Signature

6 

7 Printed Name

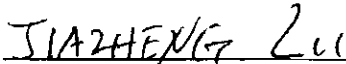
8  
9 

10 Title

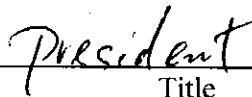
11 ANDREW'S & SON TRADINGS, INC.

12  
13 

14 Signature

15  
16 

17 Printed Name

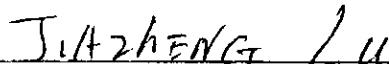
18  
19 

20 Title

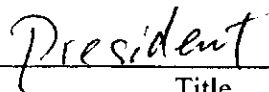
21 JF WALLIS, INC.

22  
23 

24 Signature

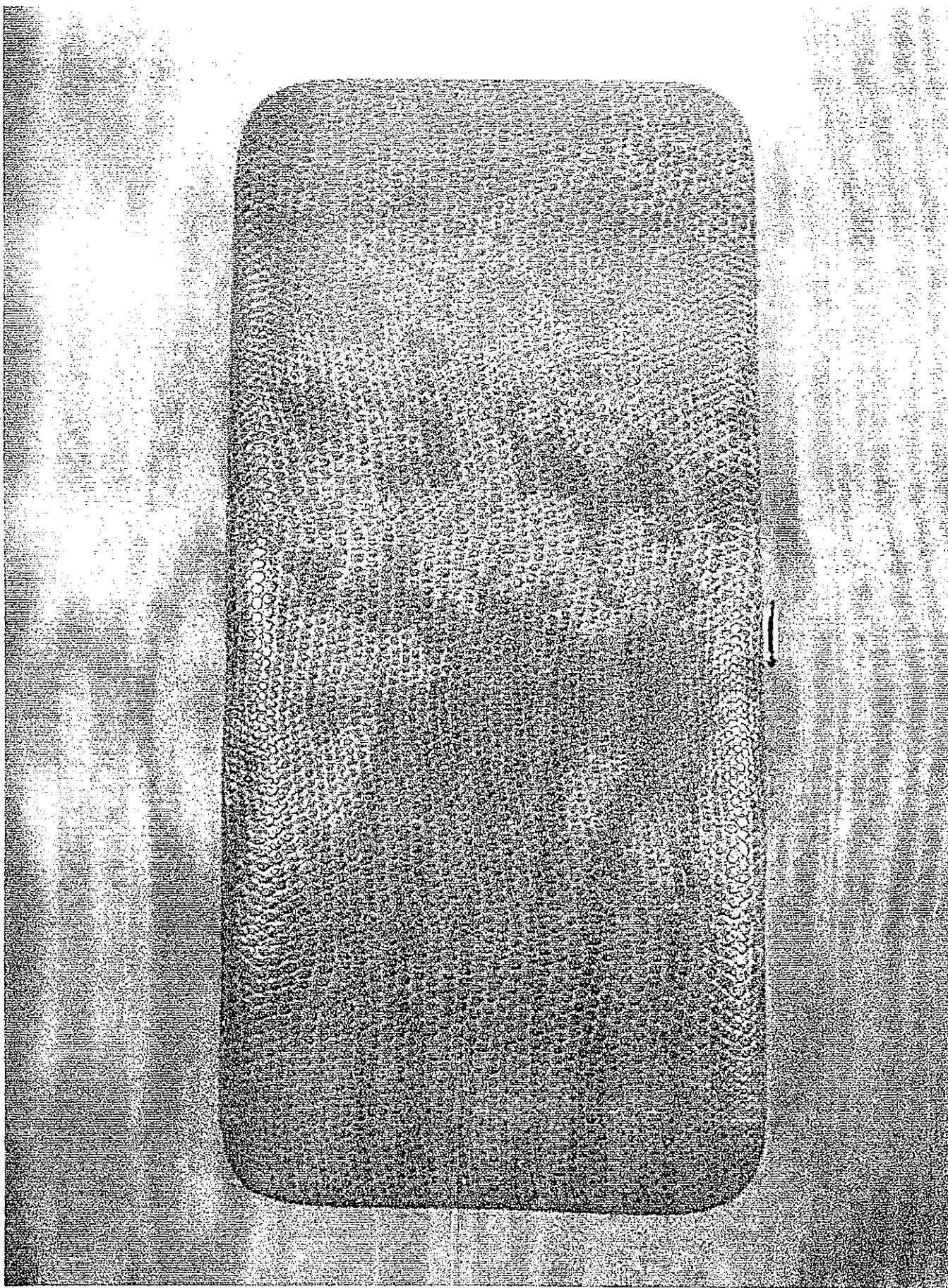
25  
26 

27 Printed Name

28  


Title

# Exhibit A





WORLD  
NOTION  
JULY  
1951

100-15885-28

ORANGE

365 North Canyons Parkway, Suite 201  
Tech Center: 2441 Constitution Drive  
Livermore CA 94551



925-828-1440  
www.TheNFL.com

## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

Analytical Report No.: CL3573-33  
Analysis Dates: 07/26/11 - 08/03/11

Listed below are the results of our analyses for sample(s) received on July 26, 2011.

CEH ID#AB789L, [REDACTED] Wallet (Orange Surface Material On Main Part Of W  
NFL ID AF02363

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

A portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, [www.TheNFL.com](http://www.TheNFL.com). Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable