

DEC 20 2013

C. McCoy, Exec. Off./Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)

Plaintiff,)

v.)

LULU NYC LLC, et al.,)

Defendants.)

Lead Case No. RG 09-459448

(Consolidated with Case Nos. RG 10-494289, RG 10-494513, RG 10-494517, RG 11-598595, RG 11-598596, RG 11-603764 and RG 12-658652)

~~PROPOSED~~ AMENDED CONSENT JUDGMENT AS TO TRI-COASTAL DESIGN GROUP, INC.

AND CONSOLIDATED CASES.

This Amended Consent Judgment (the "Consent Judgment") supersedes in its entirety the Consent Judgment entered in these consolidated cases on January 21, 2010, as to Tri-Coastal Design Group, Inc. only. This Consent Judgment has no effect on any other Settling Defendants that are parties to the January 21, 2010 Consent Judgment.

1. DEFINITIONS

1.1 "Covered Products" means wallets, handbags, purses, clutches and totes that are Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.2 "Effective Date" means the date on which this Consent Judgment is executed

1 by the parties hereto in the event it is entered by the Court.

2 1.3 “Lead Limits” means the maximum concentrations of lead and lead
3 compounds (“Lead”) by weight specified in Section 3.2.

4 1.4 “Manufactured” and “Manufactures” means to manufacture, produce, or
5 assemble.

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

12 1.6 “Vendor” means a person or entity that Manufactures, imports, distributes, or
13 supplies a Covered Product to Settling Defendant.

14 1.7 “Direct Customer” means the customer who transacts business with the
15 Settling Defendant and all parties affiliated with such customer including divisions, subsidiaries,
16 and parent companies.

17 **2. INTRODUCTION**

18 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
19 Environmental Health (“CEH”) and defendant Tri-Coastal Design Group, Inc. (“Settling
20 Defendant”).

21 2.2 On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,
22 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and
23 clutches. The Court has consolidated the *Lulu* matter with a number of other related Proposition
24 65 cases.

25 2.3 On or about September 25, 2009, CEH issued a 60-Day Notice of Violation
26 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California
27 Health & Safety Code §§ 25249.5, *et seq.*) to Settling Defendant alleging that it violated
28 Proposition 65 by exposing persons to Lead contained in wallets, handbags, purses, clutches, and

1 totes without first providing a clear and reasonable Proposition 65 warning. On December 8,
2 2009, CEH named Settling Defendant as a defendant in the original Complaint in the *Lulu* action
3 via Doe Amendment.

4 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
5 Products in the State of California or has done so in the past.

6 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
7 Court has jurisdiction over the allegations of violations contained in the operative Complaint
8 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
9 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
10 and that this Court has jurisdiction to enter this Consent Judgment.

11 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
12 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
13 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
14 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
15 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
16 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
17 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
18 this action.

19 **3. INJUNCTIVE RELIEF**

20 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
21 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
22 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide
23 Covered Products that comply with the Lead Limits on a nationwide basis.

24 3.2 **Lead Limits.**

25 Commencing on the Effective Date, Settling Defendant shall not purchase, import,
26 Manufacture, or supply to an unaffiliated third party any Covered Product that will be sold or
27 offered for sale to California consumers that contains a material or is made of a component that
28 exceeds the following Lead Limits:

- 1 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).
2 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.
3 3.2.3 All other materials or components other than cubic zirconia (sometimes
4 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

5 **3.3 Final Retail Compliance Date.** Commencing on the Effective Date, Settling
6 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead
7 Limits specified in Section 3.2. For purposes of this Section 3.3, when Settling Defendant’s
8 Direct Customer sells or offers for sale to California consumers a Covered Product after the
9 Effective Date, Settling Defendant is deemed to “offer for sale in California” that Covered
10 Product.

11 **3.4 Action Regarding Specific Products.**

12 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
13 following specific products in California: (i) Bongo Polka Dot Phone Case & Wallet,
14 SKU No. 7-67014-12500-5; (ii) Bongo Polka Dot Wallet With ID Window, SKU No. 7-
15 67014-12495-4; and (iii) Bongo Polka Dot Hard Shell Tote, SKU No. 7-67014-12505-0
16 (collectively, the “Section 3.4 Products”). On or before the Effective Date, Settling
17 Defendant shall also: (i) cease shipping the Section 3.4 Products to any of its stores and/or
18 customers that resell the Section 3.4 Products in California, and (ii) send instructions to its
19 stores and/or customers that resell the Section 3.4 Products in California instructing them
20 either to: (a) return all of the Section 3.4 Products to Settling Defendant; or (b) destroy the
21 Section 3.4 Products.

22 3.4.2 Any destruction of the Section 3.4 Products shall be in compliance with all
23 applicable laws.

24 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide
25 CEH with written certification from Settling Defendant confirming compliance with the
26 requirements of this Section 3.4.

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1 **4. ENFORCEMENT**

2 4.1 Any Party may, after meeting and conferring, by motion or application for an
3 order to show cause before this Court, enforce the terms and conditions contained in this Consent
4 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
5 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3.

6 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
7 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.2.

8 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
9 Defendant within 45 days of the date the alleged violation(s) was or were observed,
10 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling
11 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it
12 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a
13 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the
14 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served
15 within 45 days of the date the supplier is identified by CEH.

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

1 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
2 4.2.2.

3 4.2.3 **Additional Documentation.** CEH shall promptly make available for
4 inspection and/or copying upon request by Settling Defendant, and at the expense of
5 Settling Defendant, all supporting documentation related to the testing of the Covered
6 Products and associated quality control samples, including chain of custody records, all
7 laboratory logbook entries for laboratory receiving, sample preparation, and instrumental
8 analysis, and all printouts from all analytical instruments relating to the testing of Covered
9 Product samples and any and all calibration, quality assurance, and quality control tests
10 performed or relied upon in conjunction with the testing of the Covered Products,
11 obtained by or available to CEH that pertains to the Covered Product's alleged
12 noncompliance with Section 3 and, if available, any exemplars of Covered Products
13 tested.

14 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four
15 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
16 fines, costs, penalties, or remedies are provided by law for failure to comply with the
17 Consent Judgment. For purposes of determining the number of Notices of Violation
18 pursuant to this Section 4.2.4, the following shall be excluded:

19 (a) Multiple notices identifying Covered Products Manufactured for or
20 sold to Settling Defendant from the same Vendor; and

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

23 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation
24 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
25 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
26 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
27 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
28 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for

1 Environmental Health and included with Settling Defendant's Notice of Election.

2 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
3 Election shall include all then-available documentary evidence regarding the alleged
4 violation, including any test data. Within 30 days the parties shall meet and confer to
5 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
6 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
7 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
8 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
9 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
10 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
11 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
12 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
13 other data regarding the alleged violation, it shall promptly provide all such data or
14 information to the other Party.

15 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
16 Settling Defendant shall include in its Notice of Election a detailed description of
17 corrective action that it has undertaken or proposes to undertake to address the alleged
18 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
19 Covered Product will no longer be offered by Settling Defendant or its customers for sale
20 in California. If there is a dispute over the sufficiency of the proposed corrective action or
21 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
22 meet and confer before seeking the intervention of the Court to resolve the dispute. In
23 addition to the corrective action, Settling Defendant shall make a contribution to the
24 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
25 Section 4.3.3 applies.

26 4.3.3 **Limitations in Non-Contested Matters.**

27 (a) If it elects not to contest a Notice of Violation before any motion
28 concerning the violation(s) at issue has been filed, the monetary liability of Settling

1 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
2 4.3.3, if any.

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

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

8 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
9 Defendant, prior to receiving and accepting for distribution or sale the
10 Covered Product identified in the Notice of Violation, obtained test results
11 demonstrating that all of the materials or components in the Covered
12 Product identified in the Notice of Violation complied with the applicable
13 Lead Limits, and further provided that such test results meet the same
14 quality criteria to support a Notice of Violation as set forth in Section 4.2.2
15 and that the testing was performed within two years prior to the date of the
16 sales transaction on which the Notice of Violation is based. Settling
17 Defendant shall provide copies of such test results and supporting
18 documentation to CEH with its Notice of Election; or

19 (ii) One thousand five hundred dollars (\$1,500) if Settling
20 Defendant is in violation of Section 3.3 only insofar as that Section deems
21 Settling Defendant to have “offered for sale” a product sold at retail by
22 Settling Defendant’s customer, provided however, that no contribution is
23 required or payable if Settling Defendant has already been required to pay
24 a total of ten thousand dollars (\$10,000) pursuant to this subsection. This
25 subsection shall apply only to Covered Products that Settling Defendant
26 demonstrates were shipped prior to the Effective Date; or

27 (iii) Not required or payable, if the Notice of Violation identifies
28 the same Covered Product that has been the subject of another Notice of

1 Violation within the preceding 12 months. For purposes of this Section, a
2 Covered Product shall only be deemed the same if it is: (a) made of the
3 same materials; and either (b) differing only in size or color; or (c) made of
4 fabric with an identical pattern, as a Covered Product that has been the
5 subject of another Notice of Violation within the preceding 12 months.

6 **5. PAYMENTS**

7 **5.1 Payments by Settling Defendant.** In addition to the settlement payments
8 previously made by Settling Defendant pursuant to the original January 21, 2010 Consent
9 Judgment, within five (5) business days of the Effective Date, Settling Defendant shall pay the
10 total sum of \$30,000 as a settlement payment. The total settlement amount for Settling Defendant
11 shall be paid in three separate checks and delivered to the offices of the Lexington Law Group
12 (Attn: Eric Somers), 503 Divisadero Street, San Francisco, California 94117-2212, and made
13 payable and allocated as follows:

14 5.1.1 Settling Defendant shall pay the sum of \$3,930 as a civil penalty pursuant
15 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
16 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
17 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
18 Center For Environmental Health.

19 5.1.2 Settling Defendant shall pay the sum of \$5,900 as a payment in lieu of civil
20 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
21 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
22 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
23 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
24 funds to award grants to grassroots environmental justice groups working to educate and protect
25 people from exposures to toxic chemicals. The method of selection of such groups can be found
26 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
27 made payable to the Center For Environmental Health.

28 5.1.3 Settling Defendant shall also separately pay the sum of \$20,170 to the

1 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
2 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
3 Law Group.

4 **6. MODIFICATION**

5 6.1 **Written Consent.** This Consent Judgment may be modified from time to
6 time by express written agreement of the Parties with the approval of the Court, or by an order of
7 this Court upon motion and in accordance with law.

8 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
9 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
10 modify the Consent Judgment.

11 **7. CLAIMS COVERED AND RELEASED**

12 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
13 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
14 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
15 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
16 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
17 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
18 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
19 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
20 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
21 Defendant prior to the Effective Date.

22 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
23 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered
24 Products.

25 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an
26 action under Proposition 65 against any person other than a Settling Defendant, Defendant
27 Releasee, or Downstream Defendant Releasee.

28 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action

1 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a Direct Customer
2 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
3 California consumers that does not comply with the Lead Limits after the applicable Final Retail
4 Compliance Date set forth in Section 3.3.

5 **8. NOTICE**

6 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
7 notice shall be sent by first class and electronic mail to:

8 Eric S. Somers
9 Lexington Law Group
10 503 Divisadero Street
11 San Francisco, CA 94117
12 esomers@lexlawgroup.com

13 8.2 When Settling Defendant is entitled to receive any notice under this Consent
14 Judgment, the notice shall be sent by first class and electronic mail to:

15 Tedd S. Levine, Esq.
16 Law Offices of Tedd S. Levine, LLC
17 1305 Franklin Avenue, Suite 300
18 Garden City, NY 11530
19 Lawofficesofteddslevine@gmail.com

20 8.3 Any Party may modify the person and address to whom the notice is to be sent
21 by sending each other Party notice by first class and electronic mail.

22 **9. COURT APPROVAL**

23 9.1 This Consent Judgment shall not be effective until the Effective Date. CEH
24 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
25 shall support entry of this Consent Judgment.

26 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
27 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
28 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. ATTORNEYS' FEES

10.1 Should CEH prevail on any motion, application for an order to show cause or
other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its

1 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
2 Settling Defendant prevail on any motion application for an order to show cause or other
3 proceeding, Settling Defendant shall be entitled to its reasonable attorneys' fees and costs as a
4 result of such motion or application upon a finding by the Court that CEH's prosecution of the
5 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
6 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
7 1986, Code of Civil Procedure §§ 2016, *et seq.*

8 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
9 its own attorneys' fees and costs.

10 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
11 sanctions pursuant to law.

12 **11. TERMINATION**

13 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
14 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such
15 termination shall be effective upon the subsequent filing of a notice of termination with Superior
16 Court of Alameda County.

17 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
18 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
19 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
20 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
21 shall survive any termination.

22 **12. OTHER TERMS**

23 12.1 The three Notices of Violation issued to Settling Defendant on May 24, 2013
24 are deemed withdrawn. The Parties agree that the resolution of any issues raised by these Notices
25 of Violation is confined to the terms of this Consent Judgment.

26 12.2 The terms of this Consent Judgment shall be governed by the laws of the State
27 of California.

28 12.3 This Consent Judgment shall apply to and be binding upon CEH and Settling

1 Defendant, and the successors or assigns of any of them.

2 12.4 This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
4 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
5 merged herein and therein. There are no warranties, representations, or other agreements between
6 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
7 implied, other than those specifically referred to in this Consent Judgment have been made by any
8 Party hereto. No other agreements not specifically contained or referenced herein, oral or
9 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
10 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
11 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
12 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
13 whether or not similar, nor shall such waiver constitute a continuing waiver.

14 12.5 Nothing in this Consent Judgment shall release, or in any way affect any rights
15 that Settling Defendant might have against any other party, whether or not that party is a Settling
16 Defendant.

17 12.6 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

19 12.7 The stipulations to this Consent Judgment may be executed in counterparts
20 and by means of facsimile or portable document format (pdf), which taken together shall be
21 deemed to constitute one document.

22 12.8 Each signatory to this Consent Judgment certifies that he or she is fully
23 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
24 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
25 Party.

26 12.9 The Parties, including their counsel, have participated in the preparation of
27 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
28 This Consent Judgment was subject to revision and modification by the Parties and has been

1 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
2 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
3 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
4 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
5 be resolved against the drafting Party should not be employed in the interpretation of this Consent
6 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

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8 **IT IS SO ORDERED:**

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10 Dated: DEC 20 2013

Wynne Carvill

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The Honorable Wynn Carvill
Judge of the Superior Court

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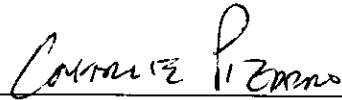
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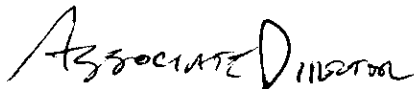
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

TRI-COASTAL DESIGN GROUP, INC.

Signature

Printed Name

Title

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CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

TRI-COASTAL DESIGN GROUP, INC.



Signature

Michael Mastrangelo

Printed Name

Title

Exhibit A



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THE

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OF

STATE

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. 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