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ENDORSED  
FILED  
ALAMEDA COUNTY

MAY 07 2012

*N. Dyste*, Exec. Off./Clerk

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, and RG-11-603764)

**[PROPOSED] CONSENT JUDGMENT AS TO DOLCE & GABBANA USA INC.**

\_\_\_\_\_  
AND CONSOLIDATED CASES. )

**1. DEFINITIONS**

1.1 "Accessible Component" means a component of a Covered Product that could be touched by a person during normal or reasonably foreseeable use.

1.2 "Covered Products" means Fashion Accessories that are Manufactured, distributed or sold or offered for sale by Settling Defendant.

1.3 "Effective Date" means the date on which this Consent Judgment is entered by the Court.

1           1.4           “Fashion Accessories” means: (i) wallets, handbags, purses, and clutches; (ii)  
2 belts; and (iii) footwear.

3           1.5           “Lead Limits” means the maximum concentrations of lead and lead  
4 compounds (“Lead”) by weight specified in Section 3.2.

5           1.6           “Manufactured” and “Manufactures” have the meaning defined in Section  
6 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended  
7 from time to time.

8           1.7           “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R.  
9 § 1303.2(b), as amended from time to time.

10          1.8           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
11 supplies a Fashion Accessory to Settling Defendant.

## 12       **2.       INTRODUCTION**

13          2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
14 Environmental Health (“CEH”) and defendant Dolce & Gabbana USA Inc. (“Settling  
15 Defendant”).

16          2.2           On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,  
17 Case No. RG 09-459448, and on January 19, 2010, CEH filed the action entitled *CEH v. Bag*  
18 *Bazaar*, Case No. RG 10-494517, alleging Proposition 65 violations as to wallets, handbags,  
19 purses and clutches. On March 3, 2010, the *Lulu* and *Bag Bazaar* cases were consolidated for  
20 pre-trial purposes with the following related cases: (a) *CEH v. Ashley Stewart*, Case No. RG10-  
21 494289; and (b) *CEH v. Zappos.com, Inc.*, Case No. RG 10-494513. On February 8, 2012, the  
22 following cases were also consolidated for pre-trial purposes with the *Lulu* consolidated cases: (a)  
23 *CEH v. Bioworld Merchandising, Inc.*, Case No. RG 11-598596; (b) *CEH v. Yoki Shoes LLC*,  
24 Case No. RG 11-598595; and (c) *CEH v. Armani Exchange, Inc.*, Case No. RG 11-603764.

25          2.3           On or about May 27, 2010, August 17, 2010 and February 7, 2012, CEH sent  
26 60-day Notices of Violation under Proposition 65 (The Safe Drinking Water and Toxic  
27 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*), alleging that  
28 Settling Defendant violated Proposition 65 by exposing persons to Lead contained in Fashion

1 Accessories, which are Manufactured, distributed, sold, or sold for resale by Settling Defendant,  
2 without first providing a clear and reasonable Proposition 65 warning. On or about November 3,  
3 2010, CEH filed Second Amended Complaints in *CEH v. Bag Bazaar* and *CEH v. Ashley*  
4 *Stewart*, naming Settling Defendant as a defendant in those actions. On July 26, 2011, CEH filed  
5 the operative Third Amended Complaints in the *Bag Bazaar* and *Ashley Stewart* actions, and on  
6 April 11, 2012, CEH filed the operative First Amended Complaint in *CEH v. Yoki Shoes*, naming  
7 Settling Defendant as a defendant in that action (collectively, the “Complaints”).

8           2.4           Settling Defendant denies the material allegations of the Notices and each of  
9 the Complaints, and denies liability for the causes of action alleged in the Complaints and in  
10 connection with the relevant actions. Settling Defendant maintains that the Covered Products  
11 distributed, sold, or sold for resale by it in California have at all times been in compliance with all  
12 applicable laws. Settling Defendant reserves all of its rights and defenses with regard to any  
13 claim by any person under Proposition 65 or otherwise.

14           2.5           Nothing in this Consent Judgment shall be construed as an admission by the  
15 Parties of any fact, conclusion of law, issue of law or violation of law, including without  
16 limitation, any admission concerning any violation of Proposition 65 or any other statutory,  
17 regulatory, common law, or equitable doctrine. Nothing in this Consent Judgment, nor  
18 compliance with its terms, shall constitute or be construed as an admission by the Parties of any  
19 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by  
20 Settling Defendant, its officers, directors, employees, or parent, subsidiary or affiliated  
21 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or  
22 litigation in any court, agency, or forum.

23           2.6           Nothing in this Consent Judgment shall prejudice, waive or impair any right,  
24 remedy, argument, or defense the Parties may have in any other or future legal proceeding, except  
25 as expressly provided in this Consent Judgment.

26           2.7           For purposes of this Consent Judgment only, the Parties stipulate that this  
27 Court has jurisdiction over the subject matter of the violations alleged in the Complaints and that  
28 personal jurisdiction over Settling Defendant is proper as to the acts alleged in the Complaints,

1 that venue is proper in the County of Alameda, and that this Court has jurisdiction to approve this  
2 Consent Judgment as a full and final resolution of all claims which were or could have been  
3 raised in the Complaints based on the facts alleged therein.

4 2.8 Upon approval of this Consent Judgment, the Parties waive their respective  
5 rights to a hearing or trial on the allegations of the Complaints.

6 **3. INJUNCTIVE RELIEF**

7 3.1 **Specification Compliance Date.** To the extent it has not already done so, no  
8 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its  
9 Vendors of Fashion Accessories and shall instruct each Vendor to use reasonable efforts to  
10 provide Fashion Accessories that comply with the Lead Limits on a nationwide basis.

11 3.2 **Lead Limits.**

12 As of the Effective Date, Settling Defendant shall not purchase, import,  
13 Manufacture, supply to an unaffiliated third party, sell or offer for sale any Covered Product that  
14 will be sold or offered for sale to California consumers that exceeds the following Lead Limits:

15 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per  
16 million ("ppm").

17 3.2.2 Polyvinyl chloride ("PVC") Accessible Components: 200 ppm.

18 3.2.3 All other Accessible Components (including but not limited to leather and  
19 non-PVC imitation leather) other than cubic zirconia (sometimes called cubic zirconium, CZ),  
20 crystal, glass or rhinestones: 300 ppm.

21 3.3 **Final Retail Compliance Date.** Commencing on December 1, 2012, Settling  
22 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead  
23 Limits specified in Section 3.2 as being effective on the Effective Date.

24 3.4 **Action Regarding Specific Products.**

25 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the  
26 following specific products in California: (i) Dolce & Gabbana Belt – Red, SKU No. 8-  
27 033697-448765, Style No. DC0948 and (ii) Dolce & Gabbana Denim Wallet – Multicolor,  
28 SKU No. 8-034064-268818, Style No. DP0389-E7669 (the "Recall Products"). On or

1 before the Effective Date, Settling Defendant shall also: (i) cease shipping the Recall  
2 Products to any of its customers that resell the Recall Products in California, and (ii) send  
3 instructions to its customers that resell the Recall Products in California instructing them  
4 to cease offering such Recall Products for sale in California.

5 3.4.2 If Settling Defendant has not complied with Section 3.4.1 prior to  
6 executing this Consent Judgment, it shall instruct its California stores and/or customers  
7 that resell the Recall Products either to (i) return the Recall Products to the Settling  
8 Defendant for destruction; or (ii) directly destroy the Recall Products.

9 3.4.3 Any destruction of Recall Products shall be in compliance with all  
10 applicable laws.

11 3.4.4 Within 60 days of the Effective Date, Settling Defendant shall provide  
12 CEH with written certification from Settling Defendant confirming compliance with the  
13 requirements of this Section 3.4.

14 **4. ENFORCEMENT**

15 4.1 Any Party may, after meeting and conferring, by motion or application for an  
16 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
17 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent  
18 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

19 4.2 Within 60 days after the Effective Date, Settling Defendant shall notify CEH  
20 of a means sufficient to allow CEH to identify Covered Products supplied or offered by Settling  
21 Defendant on or after that date, for example, a unique brand name or characteristic system of  
22 product numbering or labeling Information provided to CEH pursuant to this Section 4.2,  
23 including but not limited to the identities of parties to contracts between Settling Defendant and  
24 third parties, may be designated by Settling Defendant as competitively sensitive confidential  
25 business information, and if so designated shall not be disclosed to any person without the written  
26 permission of Settling Defendant. Any motions or pleadings or any other court filings that may  
27 reveal information designated as competitively sensitive confidential business information  
28

1 pursuant to this Section shall be submitted in accordance with California Rules of Court 8.46 and  
2 2.550, *et seq.*

3 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Sections  
4 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

5 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
6 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
7 provided, however, that CEH may have up to an additional 45 days to provide Settling  
8 Defendant with the test data required by Section 4.3.2(d) below if it has not yet obtained it  
9 from its laboratory.

10 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,  
11 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
12 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
13 Covered Product giving rise to the alleged violation, and of each Accessible Component  
14 that is alleged not to comply with the Lead Limits and/or each Accessible Component that  
15 is alleged to contain Lead in excess of 300 ppm, including a picture of the Covered  
16 Product and all identifying information on tags and labels, and (d) all test data obtained by  
17 CEH regarding the Covered Product and related supporting documentation, including all  
18 laboratory reports, quality assurance reports and quality control reports associated with  
19 testing of the Covered Products. Such Notice of Violation shall be based at least in part  
20 upon total acid digest testing performed by an independent accredited laboratory. Wipe,  
21 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a  
22 Notice of Violation, although any such testing may be used as additional support for a  
23 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A  
24 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section  
25 4.3.2.

26 4.3.3 **Additional Documentation.** CEH shall promptly make available for  
27 inspection and/or copying upon request by and at the expense of Settling Defendant, all  
28 supporting documentation related to the testing of the Covered Products and associated

1 quality control samples, including chain of custody records, all laboratory logbook entries  
2 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
3 from all analytical instruments relating to the testing of Covered Product samples and any  
4 and all calibration, quality assurance, and quality control tests performed or relied upon in  
5 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
6 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,  
7 any exemplars of Covered Products tested.

8 **4.3.4 Multiple Notices.** If Settling Defendant has received more than four  
9 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever  
10 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
11 Consent Judgment. For purposes of determining the number of Notices of Violation  
12 pursuant to this Section 4.3.4, the following shall be excluded:

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

15 (b) A Notice of Violation that meets one or more of the conditions of  
16 Section 4.4.3(b).

17 **4.4 Notice of Election.** Within 60 days of receiving a Notice of Violation  
18 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), Settling Defendant  
19 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
20 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be  
21 deemed an election to contest the Notice of Violation.

22 **4.4.1 Contested Notices.** If the Notice of Violation is contested, the Notice of  
23 Election shall include all then-available documentary evidence regarding the alleged  
24 violation, including any test data. Within 60 days the parties shall meet and confer to  
25 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
26 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling  
27 Defendant withdraws its Notice of Election to contest the Notice of Violation before any  
28 motion concerning the violations alleged in the Notice of Violation is filed pursuant to

1 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion  
2 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-  
3 monetary provisions of Section 4.4.2. If, at any time prior to reaching an agreement or  
4 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
5 other data regarding the alleged violation, it shall promptly provide all such data or  
6 information to the other Party.

7 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested,  
8 Settling Defendant shall include in its Notice of Election a detailed description of  
9 corrective action that it has undertaken or proposes to undertake to address the alleged  
10 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
11 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
12 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
13 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
14 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
15 addition to the corrective action, Settling Defendant shall make a contribution to the  
16 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
17 Section 4.4.3 applies.

18 4.4.3 **Limitations in Non-Contested Matters.**

19 (a) If it elects not to contest a Notice of Violation before any motion  
20 concerning the violation(s) at issue has been filed, the monetary liability of Settling  
21 Defendant shall be limited to the contributions required by this Section 4.4.3, if any.

22 (b) The contribution to the Fashion Accessory Testing Fund shall be:

23 (i) One thousand seven hundred fifty dollars (\$1750) if Settling  
24 Defendant, prior to receiving and accepting for distribution or sale the  
25 Covered Product identified in the Notice of Violation, obtained test results  
26 demonstrating that all of the Accessible Components in the Covered  
27 Product identified in the Notice of Violation complied with the applicable  
28 Lead Limits, and further provided that such test results meet the same

1 quality criteria to support a Notice of Violation as set forth in Section 4.3.2  
2 and that the testing was performed within two years prior to the date of the  
3 sales transaction on which the Notice of Violation is based. Settling  
4 Defendant shall provide copies of such test results and supporting  
5 documentation to CEH with its Notice of Election; or

6 (ii) One thousand five hundred dollars (\$1500) if Settling  
7 Defendant is in violation of Section 3.3, provided however, that no  
8 contribution is required or payable if Settling Defendant has already been  
9 required to pay a total of ten thousand dollars (\$10,000) pursuant to this  
10 subsection. This subsection shall apply only to Covered Products that  
11 Settling Defendant demonstrates were shipped prior to the applicable  
12 Shipping Compliance Date specified in Section 3.2; or

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

## 17 **5. PAYMENTS**

18 **5.1 Payments by Settling Defendant.** Within five (5) days of entry of this Consent  
19 Judgment, Settling Defendant shall pay the total sum of \$75,000 as a settlement payment. The  
20 total settlement amount for Settling Defendant shall be paid in three separate checks delivered to  
21 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San  
22 Francisco, California 94117, and made payable and allocated as follows:

23 5.1.1 Settling Defendant shall pay the sum of \$9,800 as a civil penalty pursuant  
24 to Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with  
25 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
26 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the  
27 Center For Environmental Health.

28 5.1.2 Settling Defendant shall also pay the sum of \$15,100 as a payment in lieu

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

9           5.1.3 Settling Defendant shall also separately pay to the Lexington Law Group  
10 the sum of \$50,100 as reimbursement of a portion of CEH's reasonable attorneys' fees and costs.  
11 The attorneys' fees and cost reimbursement check shall be made payable to the Lexington Law  
12 Group.

## 13 **6. MODIFICATION**

14           6.1 **Written Consent.** This Consent Judgment may be modified from time to  
15 time by express written agreement of the Parties with the approval of the Court, or by an order of  
16 this Court upon motion and in accordance with law.

17           6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
18 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
19 modify the Consent Judgment.

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

21           7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
22 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
23 affiliated entities that are under common ownership or common control, directors, officers,  
24 employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or  
25 indirectly distribute or sell Covered Products, including but not limited to distributors,  
26 wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees  
27 ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or could have  
28 been asserted in the Complaint against Settling Defendant, Defendant Releasees, and

1 Downstream Defendant Releasees, based on failure to warn about alleged exposure to Lead  
2 contained in Fashion Accessories that were sold by Settling Defendant prior to the Effective Date.

3 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
4 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered  
5 Products.

6 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an  
7 action under Proposition 65 against any person other than a Settling Defendant, Defendant  
8 Releasee, or Downstream Defendant Releasee.

9 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action  
10 under Proposition 65 against a Downstream Defendant Releasee that sells or offers for sale a  
11 Covered Product to California consumers that does not comply with the Lead Limits after the  
12 applicable Final Retail Compliance Date set forth in Section 3.3.

13 **8. NOTICE**

14 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
15 notice shall be sent by first class and electronic mail to:

16 Eric S. Somers  
17 Lexington Law Group  
18 503 Divisadero Street  
19 San Francisco, CA 94117  
20 esomers@lexlawgroup.com

21 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
22 Judgment, the notice shall be sent by first class and electronic mail to:

23 Lou Zollo  
24 Dolce & Gabbana USA, Inc.  
25 148 Lafayette Street  
26 New York, NY 10013  
27 lou.zollo@dolcegabbana.it

28 And by electronic mail to:

Alfonso Dolce  
Dolce & Gabbana S.r.l.  
Via Goldoni, 10  
20129 Milano

1 Italia  
alfonso.dolce@dolcegabbana.it

2  
3 Cristiana Ruella  
Dolce & Gabbana S.r.l.  
4 Via Goldoni, 10  
20129 Milano  
5 Italia  
cristiana.ruella@dolcegabbana.it

6  
7 8.3 Any Party may modify the person and address to whom the notice is to be sent  
8 by sending each other Party notice by first class and/or electronic mail as set forth above.

9 **9. COURT APPROVAL**

10 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
11 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
12 shall support entry of this Consent Judgment.

13 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
14 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
15 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

16 **10. ATTORNEYS' FEES**

17 10.1 A Party who unsuccessfully brings or contests an action arising out of this  
18 Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and  
19 costs unless the unsuccessful Party has acted with substantial justification. For purposes of this  
20 Consent Judgment, the term substantial justification shall carry the same meaning as used in the  
21 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, *et seq.*

22 10.2 Notwithstanding Section 10.1, a Party who prevails in a contested enforcement  
23 action brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of  
24 Civil Procedure § 1021.5 against a Party that acted with substantial justification. The Party  
25 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this  
26 provision shall not be construed as altering any procedural or substantive requirements for  
27 obtaining such an award.

28 10.3 Nothing in this Section 10 shall preclude a party from seeking an award of

1 sanctions pursuant to law.

2 10.4 Except as otherwise provided in this Consent Judgment, each Party shall bear  
3 its own attorneys' fees and costs.

4 **11. TERMINATION**

5 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
6 at any time after September 1, 2017, upon the provision of 30 days advanced written notice; such  
7 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
8 Court of Alameda County.

9 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
10 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
11 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and  
12 provided further that if Settling Defendant is the terminating Party, the provisions of Sections 5,  
13 7.1 and 12.1 shall survive any termination.

14 **12. OTHER TERMS**

15 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
16 of California.

17 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
18 Defendant, and its respective divisions, subdivisions, and subsidiaries, and the successors or  
19 assigns of any of them.

20 12.3 This Consent Judgment contains the sole and entire agreement and  
21 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
22 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
23 merged herein and therein. There are no warranties, representations, or other agreements between  
24 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
25 implied, other than those specifically referred to in this Consent Judgment have been made by any  
26 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
27 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
28 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in

1 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
2 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
3 whether or not similar, nor shall such waiver constitute a continuing waiver.

4 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
5 that any Settling Defendant might have against any other party, whether or not that party is a  
6 Settling Defendant.

7 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
8 Consent Judgment.

9 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
10 and by means of facsimile or portable document format (pdf), which taken together shall be  
11 deemed to constitute one document.

12 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
13 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
14 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
15 Party.

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

25 **IT IS SO ORDERED:**

26 **STEVEN A. BRICK**

27 Dated: May 2, 2012

The Honorable Steven A. Brick  
Judge of the Superior Court

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

  
\_\_\_\_\_  
Signature

*CAROL E. AIZAROW*  
\_\_\_\_\_  
Printed Name

*ASSOCIATE DIRECTOR*  
\_\_\_\_\_  
Title

DOLCE & GABBANA USA INC.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Signature

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\_\_\_\_\_  
Title

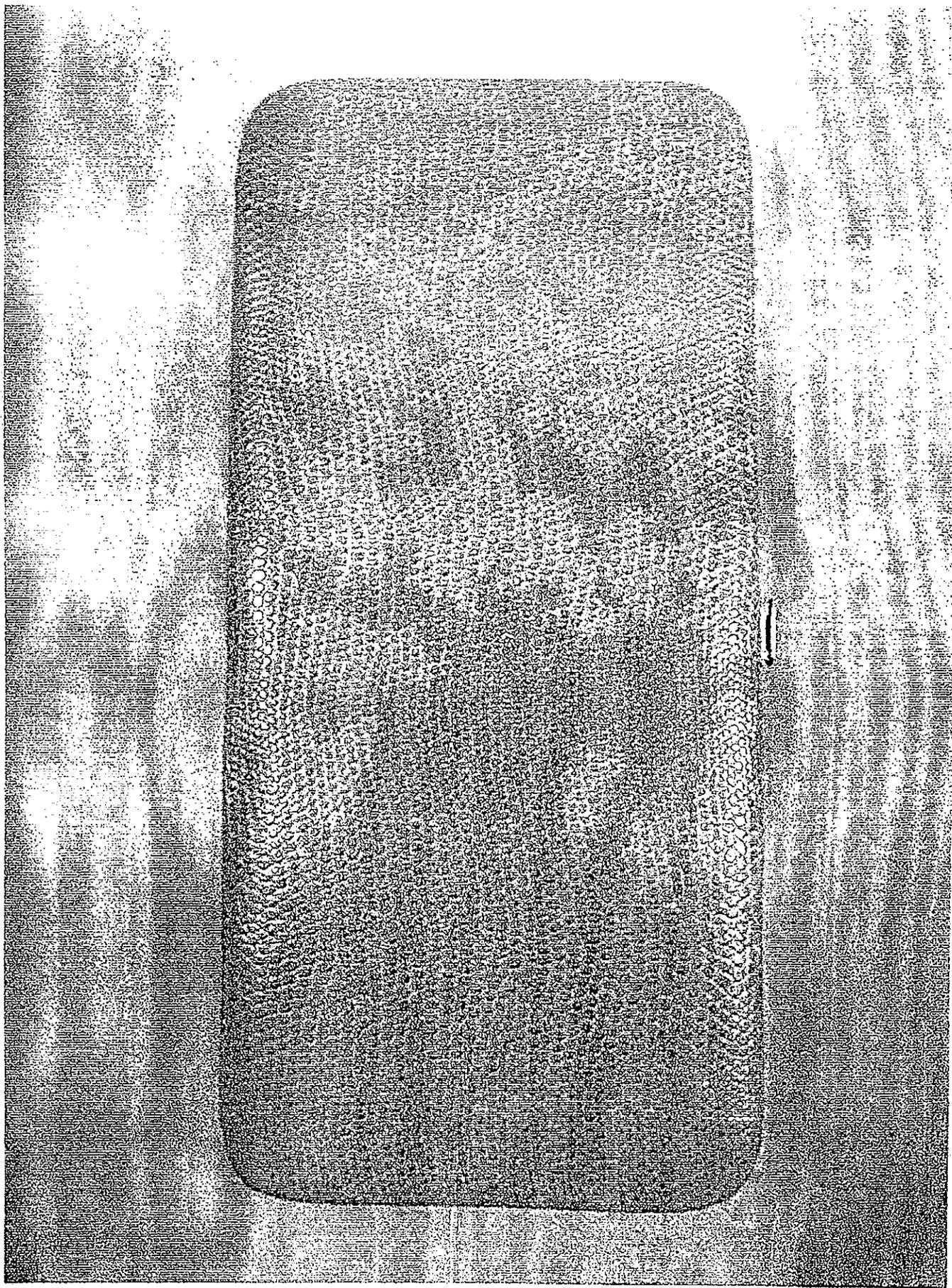
**DOLCE & GABBANA USA INC.**

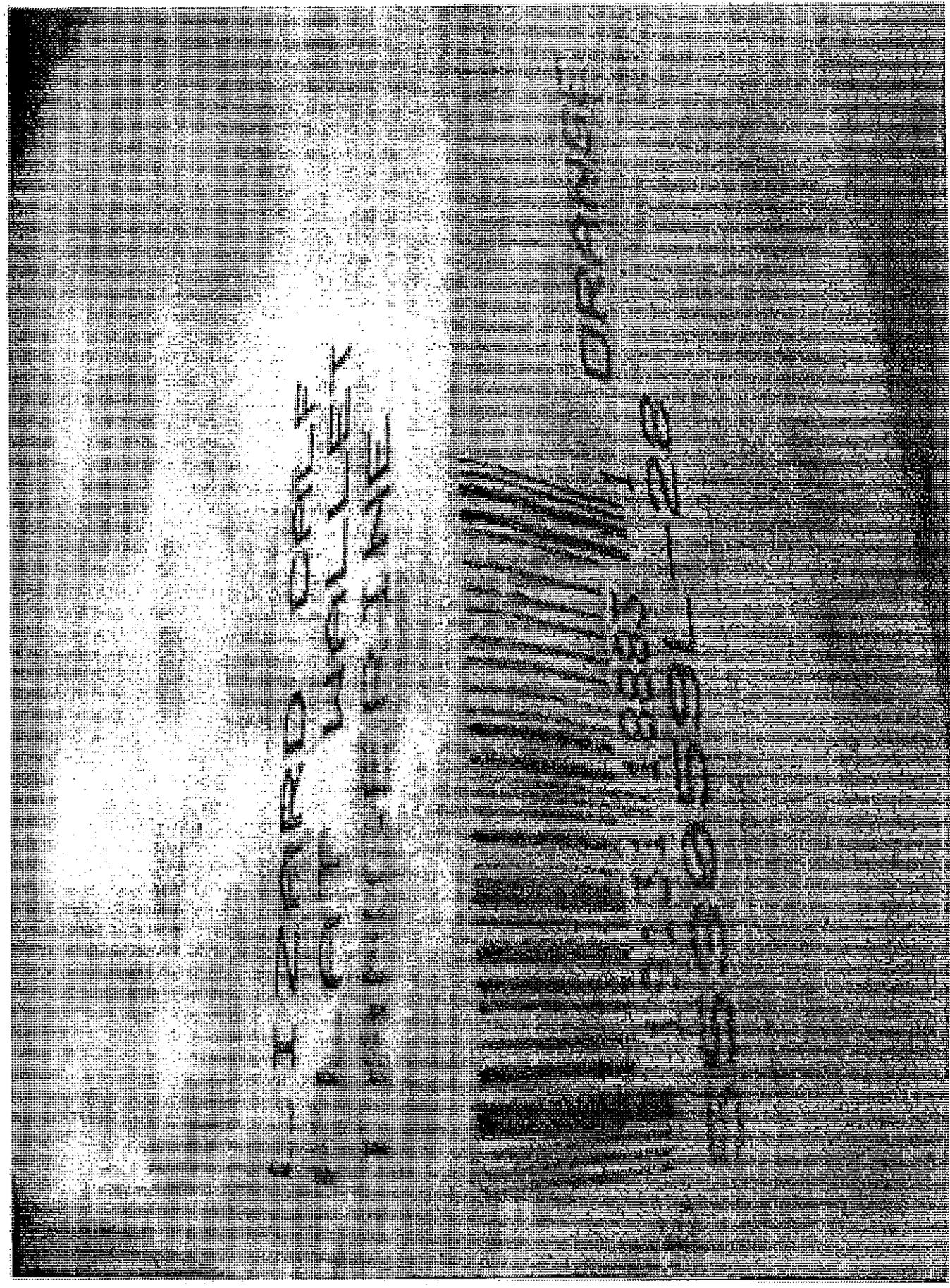
*Louis Zollo*  
\_\_\_\_\_  
Signature

*Louis Zollo*  
\_\_\_\_\_  
Printed Name

*V.P. FINANCE & TREASURER*  
\_\_\_\_\_  
Title

# **Exhibit A**





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