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ENDORSED
FILED
ALAMEDA COUNTY

JUN 05 2013

CLERK OF THE SUPERIOR COURT
By S. McMullen Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)
)
) Plaintiff,)
)
) v.)
) LULU NYC LLC, et al.,)
)
) Defendants.)
)
) _____)
)
) AND CONSOLIDATED CASES.)
)
) _____)

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~~ CONSENT
JUDGMENT AS TO GENERAL
TRADING GROUP, INC.

1. DEFINITIONS

- 1.1 "Covered Products" means wallets, handbags, purses and clutches 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 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 Defendant.

11 **2. INTRODUCTION**

12 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
13 Environmental Health (“CEH”) and defendant General Trading Group, Inc. (“Settling
14 Defendant”).

15 2.2 On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,
16 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and
17 clutches. The Court has consolidated the *Lulu* matter with a number of other related Proposition
18 65 cases.

19 2.3 On or about August 24, 2011, CEH served a 60-Day Notice of Violation under
20 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
21 & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition 65 by
22 exposing persons to Lead contained in wallets, handbags, purses and clutches, without first
23 providing a clear and reasonable Proposition 65 warning. On November 2, 2011, CEH named
24 Settling Defendant as a defendant in *CEH v. Bioworld Merchandising, Inc.*, Case No. RG 11-
25 598596, via Doe Amendment to the original Complaint. On or about April 12, 2012, CEH filed
26 the operative First Amended Complaint in the *Bioworld* action.

27 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
28 Products in the State of California or has done so in the past.

1 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
2 Court has jurisdiction over the allegations of violations contained in the operative Complaint
3 applicable to Settling Defendant (the "Complaint") and personal jurisdiction over Settling
4 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
5 and that this Court has jurisdiction to enter this Consent Judgment.

6 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
7 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
8 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
9 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
10 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
11 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
12 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
13 this action.

14 **3. INJUNCTIVE RELIEF**

15 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
16 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
17 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide
18 Covered Products that comply with the Lead Limits on a nationwide basis.

19 3.2 **Lead Limits.**

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

24 3.2.1 Paint or other Surface Coatings: 90 parts per million ("ppm").

25 3.2.2 Polyvinyl chloride ("PVC"): 200 ppm.

26 3.2.3 All other materials or components other than cubic zirconia (sometimes
27 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

28

1 3.3 **Final Retail Compliance Date.** Commencing on the Effective Date, Settling
2 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead
3 Limits specified in Section 3.2. For purposes of this Section 3.3, when Settling Defendant's
4 direct customer sells or offers for sale to California consumers a Covered Product after the
5 Effective Date, Settling Defendant is deemed to "offer for sale in California" that Covered
6 Product.

7 3.4 **Action Regarding Specific Products.**

8 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
9 following specific products in California: (i) Vieta Handbag in Yellow, SKU No.
10 132528166-000-000, Style No. KR-2993YW, (ii) Vieta Small Round Purse with Flower
11 in Coral, Style No. DS-2896CR, Style Name: Doris (collectively, the "Section 3.4
12 Products"). On or before the Effective Date, Settling Defendant shall also: (i) cease
13 shipping the Section 3.4 Products to any of its stores and/or customers that resell the
14 Section 3.4 Products in California, and (ii) send instructions to its stores and/or customers
15 that resell the Section 3.4 Products in California instructing them either to: (a) return all
16 the Section 3.4 Products to Settling Defendant for destruction; or (b) directly destroy the
17 Section 3.4 Products.

18 3.4.2 Any destruction of Section 3.4 Products shall be in compliance with all
19 applicable laws.

20 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide
21 CEH with written certification from Settling Defendant confirming compliance with the
22 requirements of this Section 3.4.

23 **4. ENFORCEMENT**

24 4.1 Any Party may, after meeting and conferring, by motion or application for an
25 order to show cause before this Court, enforce the terms and conditions contained in this Consent
26 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
27 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3.

28

1 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
2 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.2.

3 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
4 Defendant within 45 days of the date the alleged violation(s) was or were observed,
5 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling
6 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it
7 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a
8 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the
9 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served
10 within 45 days of the date the supplier is identified by CEH.

11 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
12 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
13 (b) the location at which the Covered Product was offered for sale, (c) a description of the
14 Covered Product giving rise to the alleged violation, and of each material or component
15 that is alleged not to comply with the Lead Limits, 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 B
24 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
25 4.2.2.

26 4.2.3 **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 **4.2.4 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 4.2.4, 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 4.3.3(b).

17 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation
18 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(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. Any contributions to the Fashion
22 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
23 Environmental Health and included with Settling Defendant's Notice of Election.

24 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
25 Election shall include all then-available documentary evidence regarding the alleged
26 violation, including any test data. Within 30 days the parties shall meet and confer to
27 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
28 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling

1 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
2 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
3 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
4 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
5 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
6 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
7 other data regarding the alleged violation, it shall promptly provide all such data or
8 information to the other Party.

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

20 4.3.3 **Limitations in Non-Contested Matters.**

21 (a) If it elects not to contest a Notice of Violation before any motion
22 concerning the violation(s) at issue has been filed, the monetary liability of Settling
23 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
24 4.3.3, if any.

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

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

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

9 (ii) One thousand five hundred dollars (\$1,500) if Settling
10 Defendant is in violation of Section 3.3 only insofar as that Section deems
11 Settling Defendant to have "offered for sale" a product sold at retail by
12 Settling Defendant's customer, provided however, that no contribution is
13 required or payable if Settling Defendant has already been required to pay
14 a total of ten thousand dollars (\$10,000) pursuant to this subsection. This
15 subsection shall apply only to Covered Products that Settling Defendant
16 demonstrates were shipped prior to the Effective Date; 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 Defendant.** Settling Defendant shall pay a total
23 settlement amount of \$45,000 as set forth on Exhibit A, on or before the dates set forth on Exhibit
24 A. Each settlement payment shall be paid in three separate checks as set forth on Exhibit A and
25 shall be delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero
26 Street, San Francisco, California 94117-2212. Any failure by Settling Defendant to comply with
27 the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant
28 in the amount of \$100 for each day the full payment is not received after the applicable date set

1 forth on Exhibit A. The late fees required under this Section shall be recoverable, together with
2 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 5 of this
3 Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth on
4 Exhibit A between the following categories:

5 5.1.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall
6 apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and
7 75% to the State of California's Office of Environmental Health Hazard Assessment). The civil
8 penalty check shall be made payable to the Center For Environmental Health.

9 5.1.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety
10 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such
11 funds to continue its work educating and protecting people from exposures to toxic chemicals,
12 including heavy metals. In addition, as part of its Community Environmental Action and Justice
13 Fund, CEH will use four percent of such funds to award grants to grassroots environmental
14 justice groups working to educate and protect people from exposures to toxic chemicals. The
15 method of selection of such groups can be found at the CEH web site at www.ceh.org/justicefund.
16 The payment pursuant to this Section shall be made payable to the Center For Environmental
17 Health.

18 5.1.3 As reimbursement of a portion of CEH's reasonable attorneys' fees and
19 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
20 Law Group.

21 **6. MODIFICATION**

22 6.1 **Written Consent.** This Consent Judgment may be modified from time to
23 time by express written agreement of the Parties with the approval of the Court, or by an order of
24 this Court upon motion and in accordance with law.

25 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
26 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
27 modify the Consent Judgment.

28

1 **7. CLAIMS COVERED AND RELEASED**

2 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
3 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
4 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
5 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
6 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
7 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
8 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
9 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
10 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
11 Defendant prior to the Effective Date.

12 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
13 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant’s Covered
14 Products.

15 7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an
16 action under Proposition 65 against any person other than a Settling Defendant, Defendant
17 Releasee, or Downstream Defendant Releasee.

18 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
19 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
20 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
21 California consumers that does not comply with the Lead Limits after the applicable Final Retail
22 Compliance Date set forth in Section 3.3.

23 **8. NOTICE**

24 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
25 notice shall be sent by first class and electronic mail to:
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1 Eric S. Somers
2 Lexington Law Group
3 503 Divisadero Street
4 San Francisco, CA 94117
5 esomers@lexlawgroup.com

6 8.2 When Settling Defendant is entitled to receive any notice under this Consent
7 Judgment, the notice shall be sent by first class and electronic mail to:

8 Bin Li, Esq.
9 Law Offices of Bin Li, PLC
10 17800 Castleton St., Suite 605
11 City of Industry, CA 91748
12 usbinli@sbcglobal.net

13 8.3 Any Party may modify the person and address to whom the notice is to be sent
14 by sending each other Party notice by first class and electronic mail.

15 **9. COURT APPROVAL**

16 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
17 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
18 shall support entry of this Consent Judgment.

19 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
20 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
21 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

22 **10. ATTORNEYS' FEES**

23 10.1 Should CEH prevail on any motion, application for an order to show cause or
24 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
25 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
26 Settling Defendant prevail on any motion application for an order to show cause or other
27 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
28 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
or application lacked substantial justification. For purposes of this Consent Judgment, the term
substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
Code of Civil Procedure §§ 2016, *et seq.*

1 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
2 its own attorneys' fees and costs.

3 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
4 sanctions pursuant to law.

5 **11. TERMINATION**

6 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
7 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such
8 termination shall be effective upon the subsequent filing of a notice of termination with Superior
9 Court of Alameda County.

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

15 **12. OTHER TERMS**

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

18 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
19 Defendant, and the successors or 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 Settling Defendant might have against any other party, whether or not that party is a Settling
6 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:**

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27 Dated: JUN 05 2013

28 STEVEN A. BRICK
The Honorable Steven A. Brick
Judge of the Superior Court

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature

CHARLES PIZZANO

Printed Name

ASSOCIATE DIRECTOR

Title

GENERAL TRADING GROUP, INC.

Signature

Printed Name

Title

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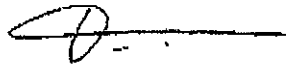
CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

GENERAL TRADING GROUP, INC.



Signature

Philip Yang

Printed Name

president

Title

1 EXHIBIT A

2 Settlement Payments and Allocation

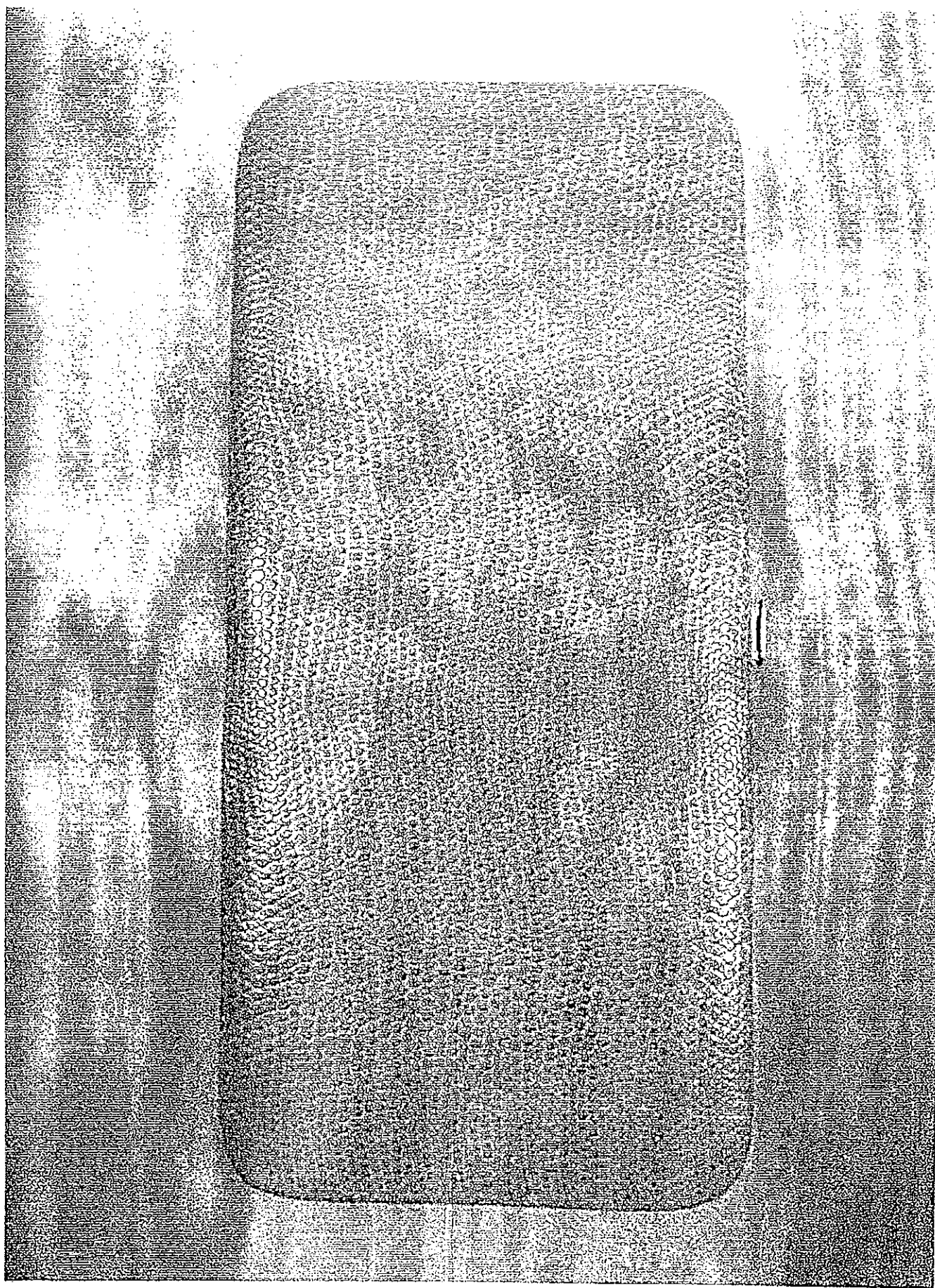
3 Total Settlement Payment: \$45,000

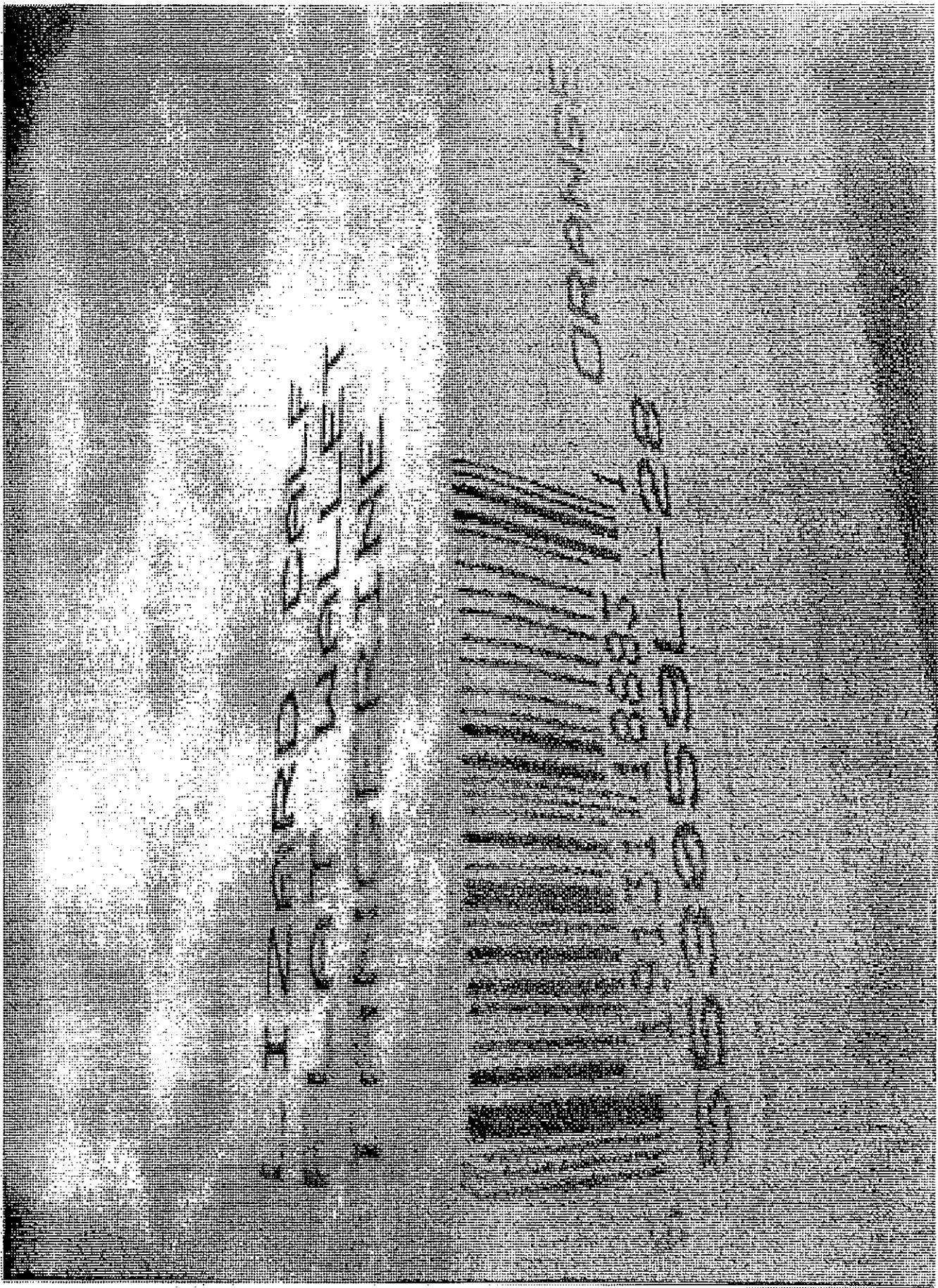
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- 5 • On or before April 1, 2013, Settling Defendant shall pay \$7,500 in three separate checks
as follows:
 - 6 ○ \$988 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
 - 7 ○ \$1,484 to Center for Environmental Health as payment in lieu of civil penalty
pursuant to Section 5.1.2.
 - 8 ○ \$5,028 to Lexington Law Group as attorneys' fees and costs pursuant to Section
5.1.3.
 - 9 • On or before May 1, 2013, Settling Defendant shall pay \$7,500 in three separate checks as
follows:
 - 10 ○ \$988 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
 - 11 ○ \$1,484 to Center for Environmental Health as payment in lieu of civil penalty
pursuant to Section 5.1.2.
 - 12 ○ \$5,028 to Lexington Law Group as attorneys' fees and costs pursuant to Section
5.1.3.
 - 13 • On or before June 1, 2013, Settling Defendant shall pay \$7,500 in three separate checks as
follows:
 - 14 ○ \$988 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
 - 15 ○ \$1,484 to Center for Environmental Health as payment in lieu of civil penalty
pursuant to Section 5.1.2.
 - 16 ○ \$5,028 to Lexington Law Group as attorneys' fees and costs pursuant to Section
5.1.3.
 - 17 • On or before July 1, 2013, Settling Defendant shall pay \$7,500 in three separate checks as
follows:
 - 18 ○ \$988 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
 - 19 ○ \$1,484 to Center for Environmental Health as payment in lieu of civil penalty
pursuant to Section 5.1.2.
 - 20 ○ \$5,028 to Lexington Law Group as attorneys' fees and costs pursuant to Section
5.1.3.
 - 21 • On or before August 1, 2013, Settling Defendant shall pay \$7,500 in three separate checks
as follows:
 - 22 ○ \$988 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
 - 23 ○ \$1,484 to Center for Environmental Health as payment in lieu of civil penalty
pursuant to Section 5.1.2.
 - 24 ○ \$5,028 to Lexington Law Group as attorneys' fees and costs pursuant to Section
5.1.3.
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- On or before September 1, 2013, Settling Defendant shall pay \$7,500 in three separate checks as follows:
 - \$988 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
 - \$1,484 to Center for Environmental Health as payment in lieu of civil penalty pursuant to Section 5.1.2.
 - \$5,028 to Lexington Law Group as attorneys' fees and costs pursuant to Section 5.1.3.

Exhibit B





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