

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

**ENDORSED
FILED
ALAMEDA COUNTY**

JAN 30 2012

K. McCoy, 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, and RG-10-
) 494517)
)
) **[PROPOSED] CONSENT**
) **JUDGMENT AS TO LF**
) **ACCESSORIES GROUP LLC**

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; and
2 (ii) belts.

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)],¹ 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)², 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 LF Accessories Group LLC, doing business under
15 that name and/or under the names The Max Leather Group and/or Cipriani Accessories Inc.
16 (“Settling Defendant”).

17 2.2 On or prior to September 30, 2011, CEH served 60-Day Notices of Violation
18 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California
19 Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition
20 65 by exposing persons to Lead contained in Fashion Accessories, without first providing a clear
21 and reasonable Proposition 65 warning.

24 ¹ As of May 1, 2011, the term “Manufactured” and “Manufactures” means to manufacture,
25 produce, or assemble.

26 ² As of May 1, 2011, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
27 material, with or without a suspension of finely divided coloring matter, which changes to a solid
28 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other
surface. This term does not include printing inks or those materials which actually become a part
of the substrate, such as the pigment in a plastic article, or those materials which are actually
bonded to the substrate, such as by electroplating or ceramic glazing.

1 2.3 Settling Defendant represents that as of the date it executes this Consent
2 Judgment no public enforcer is diligently prosecuting an action related to Lead in its Fashion
3 Accessories.

4 2.4 Settling Defendant manufactures, distributes or sells Fashion Accessories that
5 are offered for retail sale in the State of California or has done so in the past.

6 2.5 On June 24, 2009, CEH filed the action entitled *CEH v. LuLu NYC LLC, et al.*,
7 Case No. RG 09-459448, in the Superior Court of California for Alameda County, alleging
8 Proposition 65 violations as to wallets, handbags, purses and clutches. On or about January 15,
9 2010, CEH filed its First Amended Complaint, and also filed the following new actions alleging
10 Proposition 65 violations as to Lead in Fashion Accessories: *CEH v. Ashley Stewart Ltd., et al.*,
11 Alameda County Superior Court Case No. RG 10-494289; *CEH v. Zappos.com, Inc., et al.*,
12 Alameda County Superior Court Case No. RG 10-494513; and *CEH v. Bag Bazaar, Ltd., et al.*,
13 Alameda County Superior Court Case No. RG 10-494517. On March 3, 2010, the Court
14 consolidated the four actions for pre-trial purposes under Lead Case No. RG 09-459448.

15 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this
16 Court has jurisdiction over the allegations of violations contained in the operative Complaint
17 applicable to Settling Defendant (the "Complaint") and personal jurisdiction over Settling
18 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
19 and that this Court has jurisdiction to enter this Consent Judgment.

20 2.7 Nothing in this Consent Judgment is or shall be construed as an admission by
21 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
22 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
23 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
24 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
25 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
26 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
27 this action.

28 **3. INJUNCTIVE RELIEF**

1 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
2 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
3 Vendors of Fashion Accessories and shall instruct each Vendor to use reasonable efforts to
4 provide Fashion Accessories that comply with the Lead Limits on a nationwide basis.

5 3.2 **Lead Limits.**

6 On or after December 1, 2011, Settling Defendant shall not purchase, import,
7 Manufacture, supply to an unaffiliated third party, sell or offer for sale any Covered Product that
8 will be sold or offered for sale to California consumers that exceeds the following Lead Limits:

9 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per
10 million (“ppm”).

11 3.2.2 Polyvinyl chloride (“PVC”) Accessible Components: 200 ppm.

12 3.2.3 All other Accessible Components other than cubic zirconia (sometimes
13 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

14 3.3 **Final Retail Compliance Date.** When one of Settling Defendant’s direct
15 customers sells or offers for sale to a California consumer a Covered Product after December 1,
16 2012 that does not meet the Lead Limits, Settling Defendant is deemed to “sell or offer for sale in
17 California” that Covered Product in violation of this Consent Judgment.

18 3.4 **Action Regarding Specific Products.**

19 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
20 Avenue Ruched Toggle Belt in Red, SKU No. 16089109 (the “Recall Product”) in
21 California. On or before the Effective Date, Settling Defendant shall also: (i) cease
22 shipping the Recall Product to any of its customers that resell the Recall Product in
23 California, and (ii) send instructions to its customers that resell the Recall Product in
24 California instructing them to cease offering such Recall Product for sale in California.

25 3.4.2 If Settling Defendant has not complied with Section 3.4.1 prior to
26 executing this Consent Judgment, it shall instruct its California stores and/or customers
27 that resell the Recall Product either to (i) return the Recall Product to the Settling
28 Defendant for destruction; or (ii) directly destroy the Recall Product;

1 3.4.3 Any destruction of Recall Product shall be in compliance with all
2 applicable laws.

3 3.4.4 Within sixty days of the Effective Date, Settling Defendant shall provide
4 CEH with written certification from Settling Defendant confirming compliance with the
5 requirements of this Section 3.4.

6 **4. ENFORCEMENT**

7 4.1 Any Party may, after meeting and conferring, by motion or application for an
8 order to show cause before this Court, enforce the terms and conditions contained in this Consent
9 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
10 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

11 4.2 Within 30 days after the Effective Date, Settling Defendant shall notify CEH
12 of a means sufficient to allow CEH to identify Covered Products supplied or offered by Settling
13 Defendant on or after that date, for example, a unique brand name or characteristic system of
14 product numbering or labeling. Upon written request by CEH, but no more than once in any
15 calendar year, Settling Defendants shall, within 30 days of receiving a request from CEH, update
16 the information provided to CEH pursuant to this Section 4.2 by notifying CEH of a means
17 sufficient to allow CEH to identify Covered Products currently supplied or offered by that
18 Settling Defendant. If CEH is unable to determine whether a particular product is a Covered
19 Product as to a Settling Defendant based on the information provided to CEH pursuant to this
20 Section 4.2, Settling Defendants shall cooperate in good faith with CEH in determining whether
21 the product at issue is a Covered Product and, if so, the identity of the Settling Defendant
22 responsible for selling the product. 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 8.160
2 and 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 30 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 30 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 would be sufficient

1 to support a Notice of Violation and that the testing was performed within
2 two years prior to the date of the sales transaction on which the Notice of
3 Violation is based. Settling Defendant shall provide copies of such test
4 results and supporting documentation to CEH with its Notice of Election;
5 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 \$55,000 as a settlement payment. The
20 total settlement amount for Settling Defendant shall be paid in four 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 \$7,150 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 \$11,100 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.keh.org/what-we-do/supporting-communities/the-justice-fund. The
8 payment pursuant to this Section shall be 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 \$36,750 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, directors, officers, employees, and attorneys
24 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
25 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
26 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
27 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
28 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure

1 to warn about alleged exposure to Lead contained in Fashion Accessories that were sold by
2 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: (a) is not a direct customer
11 of Settling Defendant under Section 3.3; (b) sells or offers for sale a Covered Product to
12 California consumers that does not comply with the Lead Limits after the applicable Final Retail
13 Compliance Date set forth in Section 3.3; and (c) is not sold or offered for sale with compliant
14 Proposition 65 warnings under this Consent Judgment.

15 **8. NOTICE**

16 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
17 notice shall be sent by first class and electronic mail to:

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

23 8.2 When Settling Defendant is entitled to receive any notice under this Consent
24 Judgment, the notice shall be sent by first class and electronic mail to:

25 Robert K. Smits, Esq.
26 Salans
27 Rockefeller Center
28 620 Fifth Avenue
New York, NY 10020
rsmits@salans.com

8.3 Any Party may modify the person and address to whom the notice is to be sent

1 by sending each other Party notice by first class and electronic mail.

2 **9. COURT APPROVAL**

3 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
4 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
5 shall support entry of this Consent Judgment.

6 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
7 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
8 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

9 **10. ATTORNEYS' FEES**

10 10.1 Should CEH prevail on any motion, application for an order to show cause or
11 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
12 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
13 Settling Defendant prevail on any motion application for an order to show cause or other
14 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
15 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
16 or application lacked substantial justification. For purposes of this Consent Judgment, the term
17 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
18 Code of Civil Procedure §§ 2016, *et seq.*

19 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
20 its own attorneys' fees and costs.

21 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
22 sanctions pursuant to law.

23 **11. TERMINATION**

24 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
25 at any time after September 1, 2017, upon the provision of 30 days advanced written notice; such
26 termination shall be effective upon the subsequent filing of a notice of termination with Superior
27 Court of Alameda County.

28 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall

1 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
2 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and
3 provided further that if Settling Defendant is the terminating Party, the provisions of Sections 5,
4 7.1 and 12.1 shall survive any termination.

5 **12. OTHER TERMS**

6 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
7 of California.

8 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
9 Defendant, and its respective divisions, subdivisions, and subsidiaries, and the successors or
10 assigns of any of them.

11 12.3 This Consent Judgment contains the sole and entire agreement and
12 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
13 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
14 merged herein and therein. There are no warranties, representations, or other agreements between
15 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
16 implied, other than those specifically referred to in this Consent Judgment have been made by any
17 Party hereto. No other agreements not specifically contained or referenced herein, oral or
18 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
19 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
20 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
21 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
22 whether or not similar, nor shall such waiver constitute a continuing waiver.

23 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
24 that any Settling Defendant might have against any other party, whether or not that party is a
25 Settling Defendant.

26 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
27 Consent Judgment.

28 12.6 The stipulations to this Consent Judgment may be executed in counterparts

1 and by means of facsimile or portable document format (pdf), which taken together shall be
2 deemed to constitute one document.

3 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
4 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
5 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
6 Party.

7 12.8 The Parties, including their counsel, have participated in the preparation of
8 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
9 This Consent Judgment was subject to revision and modification by the Parties and has been
10 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
11 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
12 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
13 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
14 be resolved against the drafting Party should not be employed in the interpretation of this Consent
15 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

16

17 **IT IS SO ORDERED:**

18

19

20

21

22

23

24

25

26

27

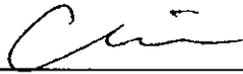
28

Dated: <u>JAN 30 2012</u> , 2011 <i>km</i>	<u>STEVEN A. BRICK</u> The Honorable Steven A. Brick Judge of the Superior Court
---	--

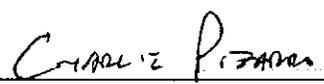
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED:

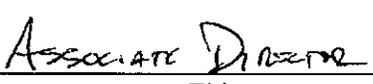
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

LF ACCESSORIES GROUP LLC

Signature

Printed Name

Title

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

IT IS SO STIPULATED:

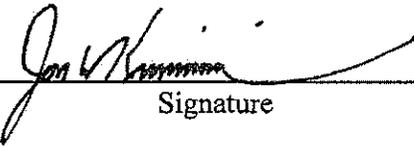
CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

LF ACCESSORIES GROUP LLC



Signature

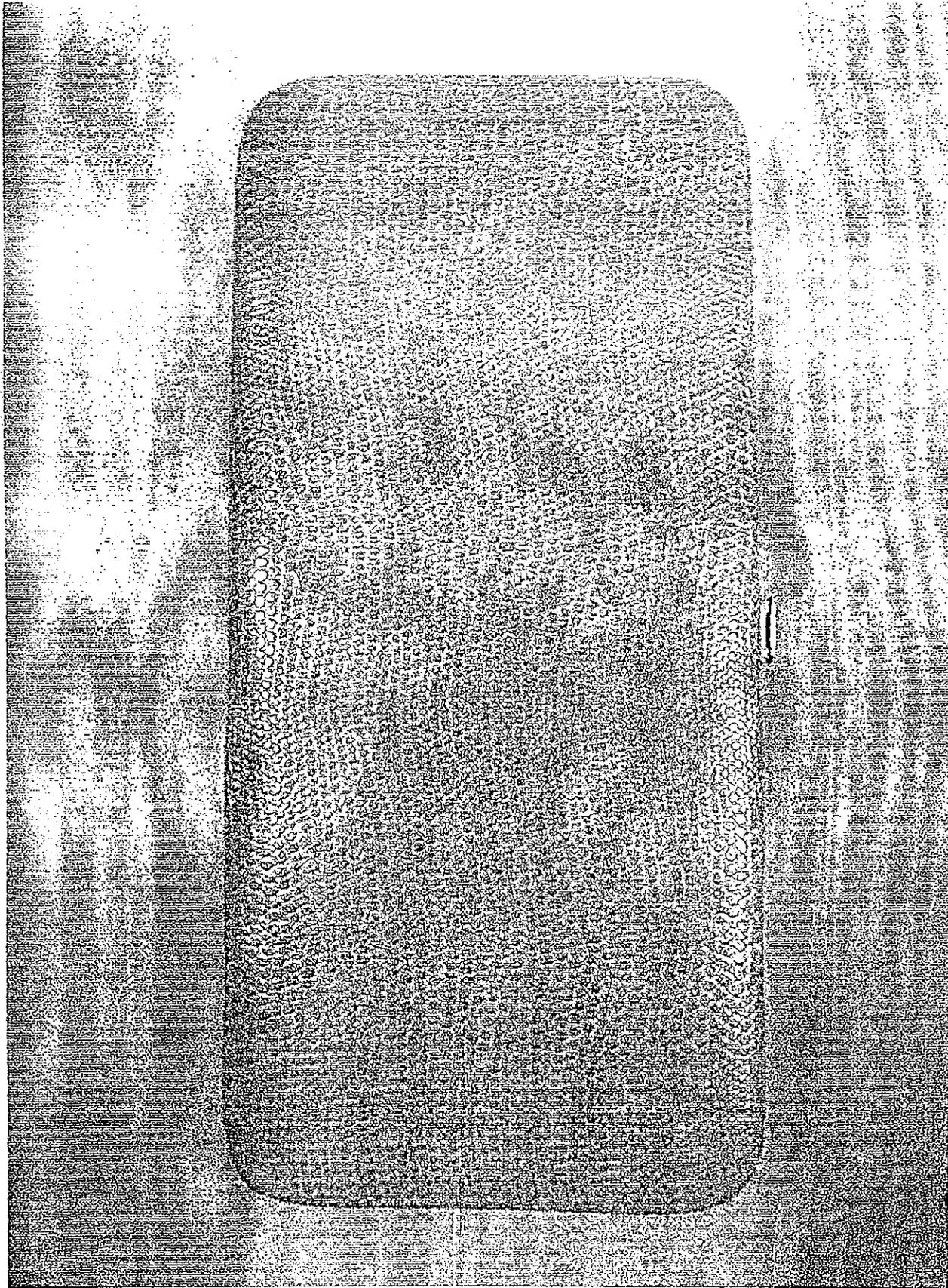
Jon Kimmins

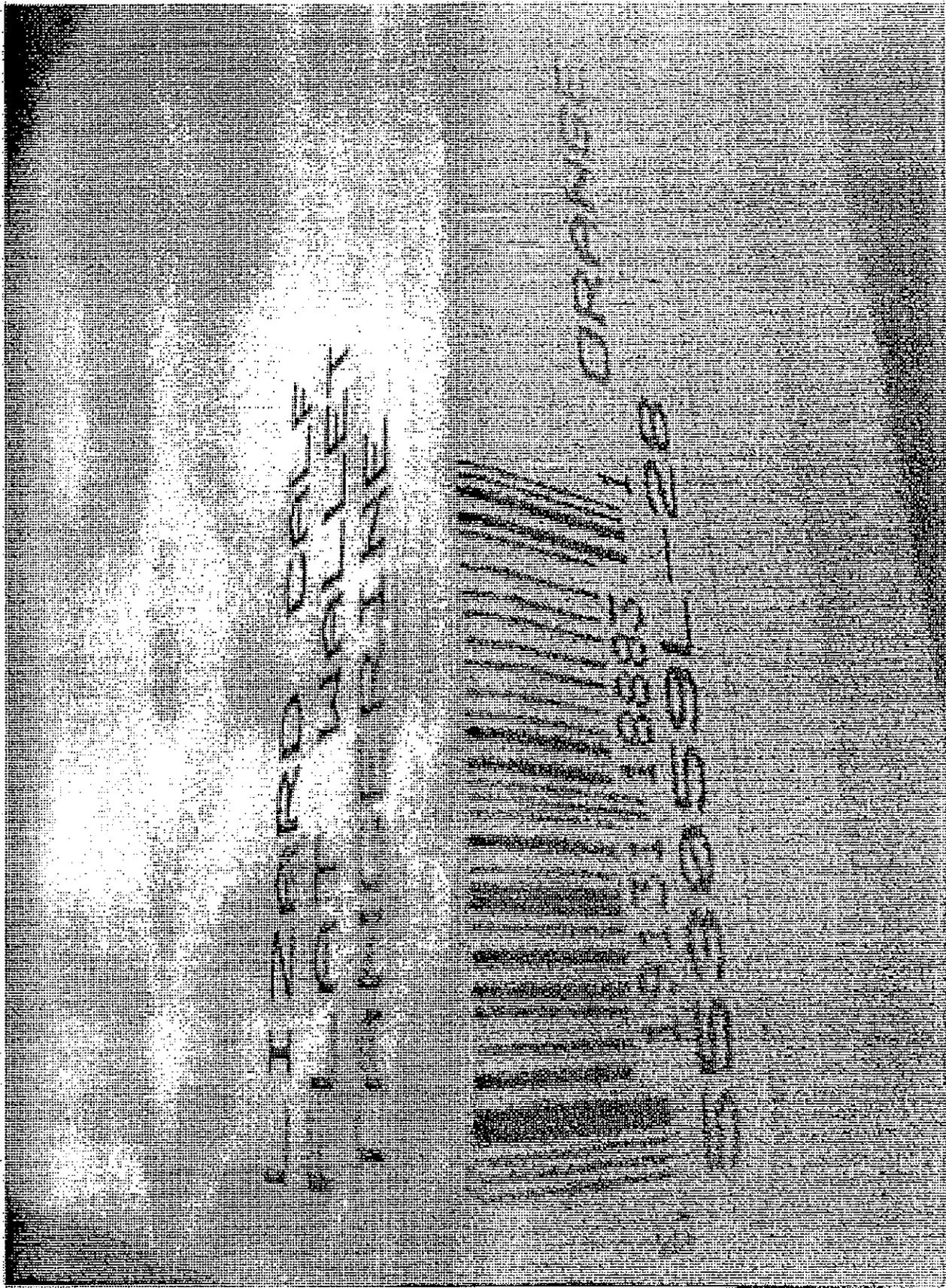
Printed Name

EVP Finance & Ops

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. 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