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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.)

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, RG 12-658652)

~~PROPOSED~~ CONSENT
JUDGMENT AS TO
CORNERSTONE APPAREL, INC.

AND CONSOLIDATED CASES.

1. DEFINITIONS

- 1.1 "Covered Products" means wallets, handbags, purses, clutches, footwear and belts 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 Cornerstone Apparel, Inc. (“Settling Defendant”).

14 2.2 On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,
15 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and
16 clutches. The Court has consolidated the *Lulu* matter with a number of other related Proposition
17 65 cases.

18 2.3 On or about October 14, 2009 and September 25, 2012, CEH served 60-Day
19 Notices of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act
20 of 1986, California Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant
21 violated Proposition 65 by exposing persons to Lead contained in belts, without first providing a
22 clear and reasonable Proposition 65 warning. On or about March 9, 2012, CEH served two
23 additional 60-Day Notices of Violation under Proposition 65, alleging that Settling Defendant
24 violated Proposition 65 by exposing persons to Lead contained in wallets, handbags, purses,
25 clutches and footwear, without first providing a clear and reasonable Proposition 65 warning. On
26 July 16, 2012, CEH filed the action entitled *CEH v. Bioworld Merchandising, Inc.*, Case No. RG
27 11-598596, naming Settling Defendant as a defendant via Doe Amendment. On December 5,
28

1 2012, CEH filed the action entitled *CEH v. Fashion Eden*, Case No. RG 12-658652, naming
2 Settling Defendant as a “Belts Defendant” and “Footwear Defendant.”

3 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
4 Products in the State of California or has done so in the past.

5 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
6 Court has jurisdiction over the allegations of violations contained in the operative Complaint
7 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
8 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
9 and that this Court has jurisdiction to enter this Consent Judgment.

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

18 3. INJUNCTIVE RELIEF

19 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
20 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
21 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide
22 Covered Products that comply with the Lead Limits on a nationwide basis.

23 3.2 **Lead Limits.**

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

28 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

1 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

2 3.2.3 All other materials or components other than cubic zirconia (sometimes
3 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

10 3.4 **Action Regarding Specific Products.**

11 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
12 following specific products in California: (i) Rectangle Wallet in Red, SKU No.
13 14259113501, Style No. SWAH6017; (ii) Giovani & Rucci Leatherette Square Shoulder
14 Bag in Yellow, SKU No. 14374410901, Style No. 182-1M; (iii) Purse in Green, SKU No.
15 14961611401, Style No. PPC2341; (iv) Miztique Purse in Green, SKU No. 14122311401,
16 Style No. MIZ-YL9557; (v) Sundae Sky Handbag in Yellow, SKU No. 14539610901,
17 Style No. XP110; (vi) Breckelle's Leatherette Zip Trim shoes in Coral, SKU No.
18 14329316302, Style No. NEO-14; (vii) Breckelle’s Leatherette Rosette Wedges in Red,
19 SKU No. 13624810602, Style No. SYDNEY06A; (viii) Skinny Belt in Green, SKU No.
20 14954911401, Style No. KBT-1081; (ix) Mustard Skinny Belt with Metal Bow Detail,
21 SKU No. 13197017801, Style No. CRB4755R; (x) Braided Belt in Yellow, SKU No.
22 10321510901, Style No. CRB2946; and (xi) Belt in Yellow, SKU No. 10544210901 (the
23 “Section 3.4 Products”). On or before the Effective Date, Settling Defendant shall also:
24 (i) cease shipping the Section 3.4 Products to any of its stores and/or customers that resell
25 the Section 3.4 Products in California, and (ii) send instructions to its stores and/or
26 customers that resell the Section 3.4 Products in California instructing them either to: (a)
27 return all of the Section 3.4 Products to Settling Defendant for destruction; or (b) directly
28 destroy the Section 3.4 Products.

1 3.4.2 Any destruction of the Section 3.4 Products shall be in compliance with all
2 applicable laws.

3 3.4.3 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 4.2 through 4.3.

11 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
12 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.2.

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

21 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
22 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
23 (b) the location at which the Covered Product was offered for sale, (c) a description of the
24 Covered Product giving rise to the alleged violation, and of each material or component
25 that is alleged not to comply with the Lead Limits, including a picture of the Covered
26 Product and all identifying information on tags and labels, and (d) all test data obtained by
27 CEH regarding the Covered Product and related supporting documentation, including all
28 laboratory reports, quality assurance reports and quality control reports associated with

1 testing of the Covered Products. Such Notice of Violation shall be based at least in part
2 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
3 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
4 Notice of Violation, although any such testing may be used as additional support for a
5 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
6 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
7 4.2.2.

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

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

- 23 (a) Multiple notices identifying Covered Products Manufactured for or
24 sold to Settling Defendant from the same Vendor; and
25 (b) A Notice of Violation that meets one or more of the conditions of
26 Section 4.3.3(b).

27 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation
28 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant

1 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
2 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
3 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
4 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
5 Environmental Health and included with Settling Defendant's Notice of Election.

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

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

1 Section 4.3.3 applies.

2 **4.3.3 Limitations in Non-Contested Matters.**

3 (a) If it elects not to contest a Notice of Violation before any motion
4 concerning the violation(s) at issue has been filed, the monetary liability of Settling
5 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
6 4.3.3, if any.

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

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

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

27 (iii) Not required or payable, if the Notice of Violation identifies
28 the same Covered Product or Covered Products, differing only in size or

1 color, that have been the subject of another Notice of Violation within the
2 preceding 12 months.

3 **5. PAYMENTS**

4 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective
5 Date, Settling Defendant shall pay the total sum of \$70,000 as a settlement payment. The total
6 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
7 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
8 Francisco, California 94117-2212, and made payable and allocated as follows:

9 5.1.1 Settling Defendant shall pay the sum of \$9,250 as a civil penalty pursuant
10 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
11 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
12 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
13 Center For Environmental Health.

14 5.1.2 Settling Defendant shall pay the sum of \$13,900 as a payment in lieu of
15 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
16 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
17 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
18 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
19 funds to award grants to grassroots environmental justice groups working to educate and protect
20 people from exposures to toxic chemicals. The method of selection of such groups can be found
21 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
22 made payable to the Center For Environmental Health.

23 5.1.3 Settling Defendant shall also separately pay the sum of \$46,850 to the
24 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
25 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
26 Law Group.

27 **6. MODIFICATION**

28 **6.1 Written Consent.** This Consent Judgment may be modified from time to

1 time by express written agreement of the Parties with the approval of the Court, or by an order of
2 this Court upon motion and in accordance with law.

3 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
4 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
5 modify the Consent Judgment.

6 **7. CLAIMS COVERED AND RELEASED**

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

17 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
18 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant’s Covered
19 Products.

20 7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an
21 action under Proposition 65 against any person other than a Settling Defendant, Defendant
22 Releasee, or Downstream Defendant Releasee.

23 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
24 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
25 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
26 California consumers that does not comply with the Lead Limits after the applicable Final Retail
27 Compliance Date set forth in Section 3.3.

28

1 **8. NOTICE**

2 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail to:

4 Eric S. Somers
5 Lexington Law Group
6 503 Divisadero Street
7 San Francisco, CA 94117
8 esomers@lexlawgroup.com

9 8.2 When Settling Defendant is entitled to receive any notice under this Consent
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 Steven C. Kim
12 Gabriel Colorado
13 Law Offices of Steven C. Kim & Associates
14 3701 Wilshire Blvd., Suite 1040
15 Los Angeles, CA 90010
16 stevenkim@sbcglobal.net
17 gabriel.colorado@sbcglobal.net

18 8.3 Any Party may modify the person and address to whom the notice is to be sent
19 by sending each other Party notice by first class and electronic mail.

20 **9. COURT APPROVAL**

21 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
22 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
23 shall support entry of this Consent Judgment.

24 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
25 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
26 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

27 **10. ATTORNEYS' FEES**

28 10.1 Should CEH prevail on any motion, application for an order to show cause or
other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
Settling Defendant prevail on any motion application for an order to show cause or other
proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result

1 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
2 or application lacked substantial justification. For purposes of this Consent Judgment, the term
3 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
4 Code of Civil Procedure §§ 2016, *et seq.*

5 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
6 its own attorneys' fees and costs.

7 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
8 sanctions pursuant to law.

9 **11. TERMINATION**

10 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
11 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such
12 termination shall be effective upon the subsequent filing of a notice of termination with Superior
13 Court of Alameda County.

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

19 **12. OTHER TERMS**

20 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
21 of California.

22 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
23 Defendant, and the successors or assigns of any of them.

24 12.3 This Consent Judgment contains the sole and entire agreement and
25 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
26 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
27 merged herein and therein. There are no warranties, representations, or other agreements between
28 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or

1 implied, other than those specifically referred to in this Consent Judgment have been made by any
2 Party hereto. No other agreements not specifically contained or referenced herein, oral or
3 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
4 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
5 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
6 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
7 whether or not similar, nor shall such waiver constitute a continuing waiver.

8 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
9 that Settling Defendant might have against any other party, whether or not that party is a Settling
10 Defendant.

11 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
12 Consent Judgment.

13 12.6 The stipulations to this Consent Judgment may be executed in counterparts
14 and by means of facsimile or portable document format (pdf), which taken together shall be
15 deemed to constitute one document.

16 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
17 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
18 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
19 Party.

20 12.8 The Parties, including their counsel, have participated in the preparation of
21 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
22 This Consent Judgment was subject to revision and modification by the Parties and has been
23 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
24 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
25 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
26 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
27 be resolved against the drafting Party should not be employed in the interpretation of this Consent
28

1 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

2 **IT IS SO ORDERED:**

3 **JUN 05 2013**

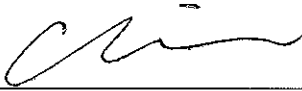
4 Dated: _____

STEVEN A. BRICK

The Honorable Steven A. Brick
Judge of the Superior Court

5 **IT IS SO STIPULATED:**

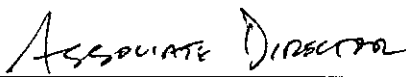
6
7 **CENTER FOR ENVIRONMENTAL HEALTH**

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9 
10 _____

Signature

11 
12 _____

Printed Name

13 
14 _____

Title

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16
17
18 **CORNERSTONE APPAREL, INC.**

19
20 _____
Signature

21
22 _____
Printed Name

23
24 _____
Title

25
26
27
28

1 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

2 **IT IS SO ORDERED:**

3

4 Dated: _____

The Honorable Steven A. Brick
Judge of the Superior Court

5

6 **IT IS SO STIPULATED:**

7

8 **CENTER FOR ENVIRONMENTAL HEALTH**

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Signature

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Printed Name

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14

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Title

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18 **CORNERSTONE APPAREL, INC.**

19

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Signature

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22

SUNGHEE SHON
Printed Name

23

24

CONTROLLER
Title

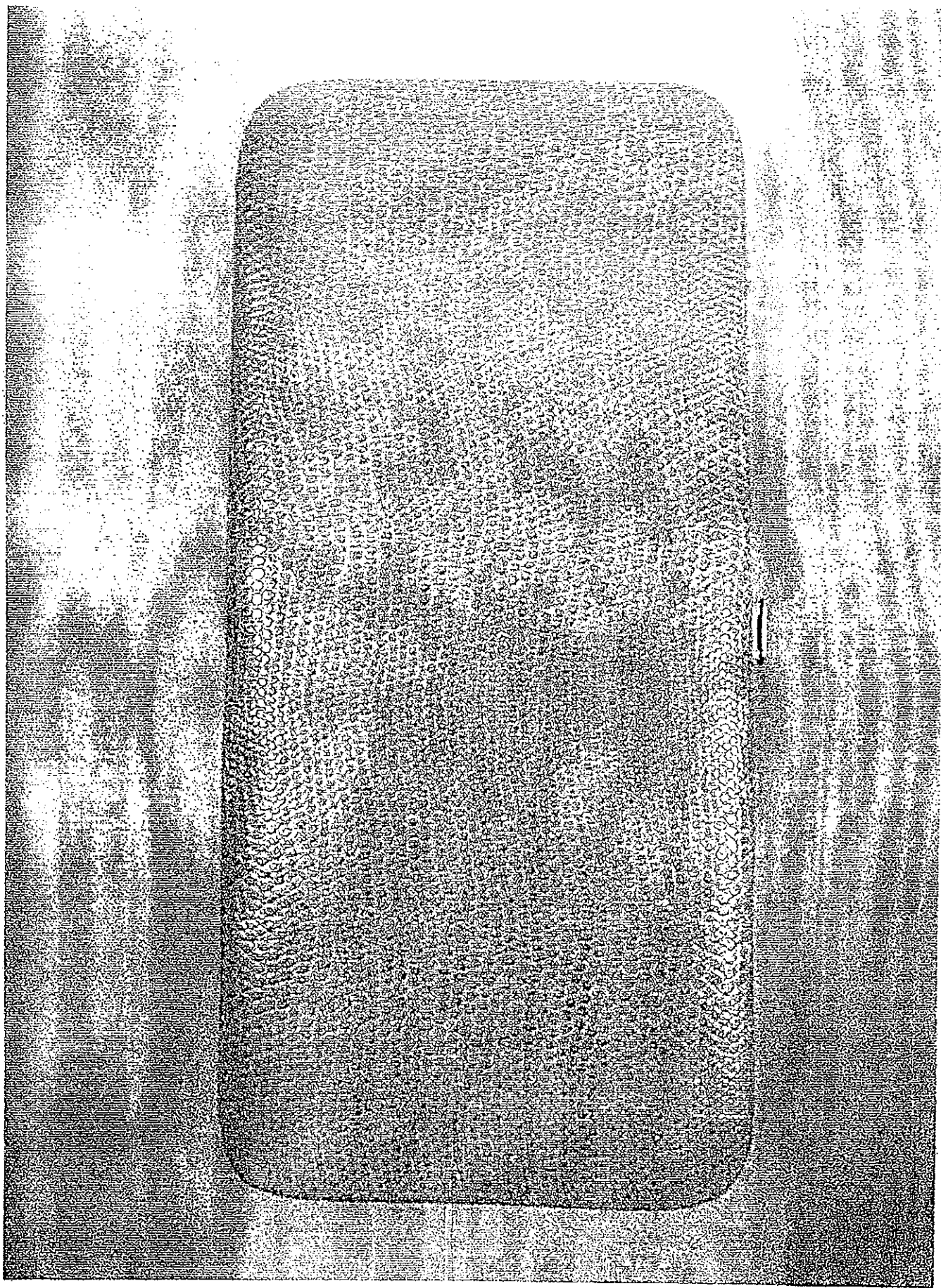
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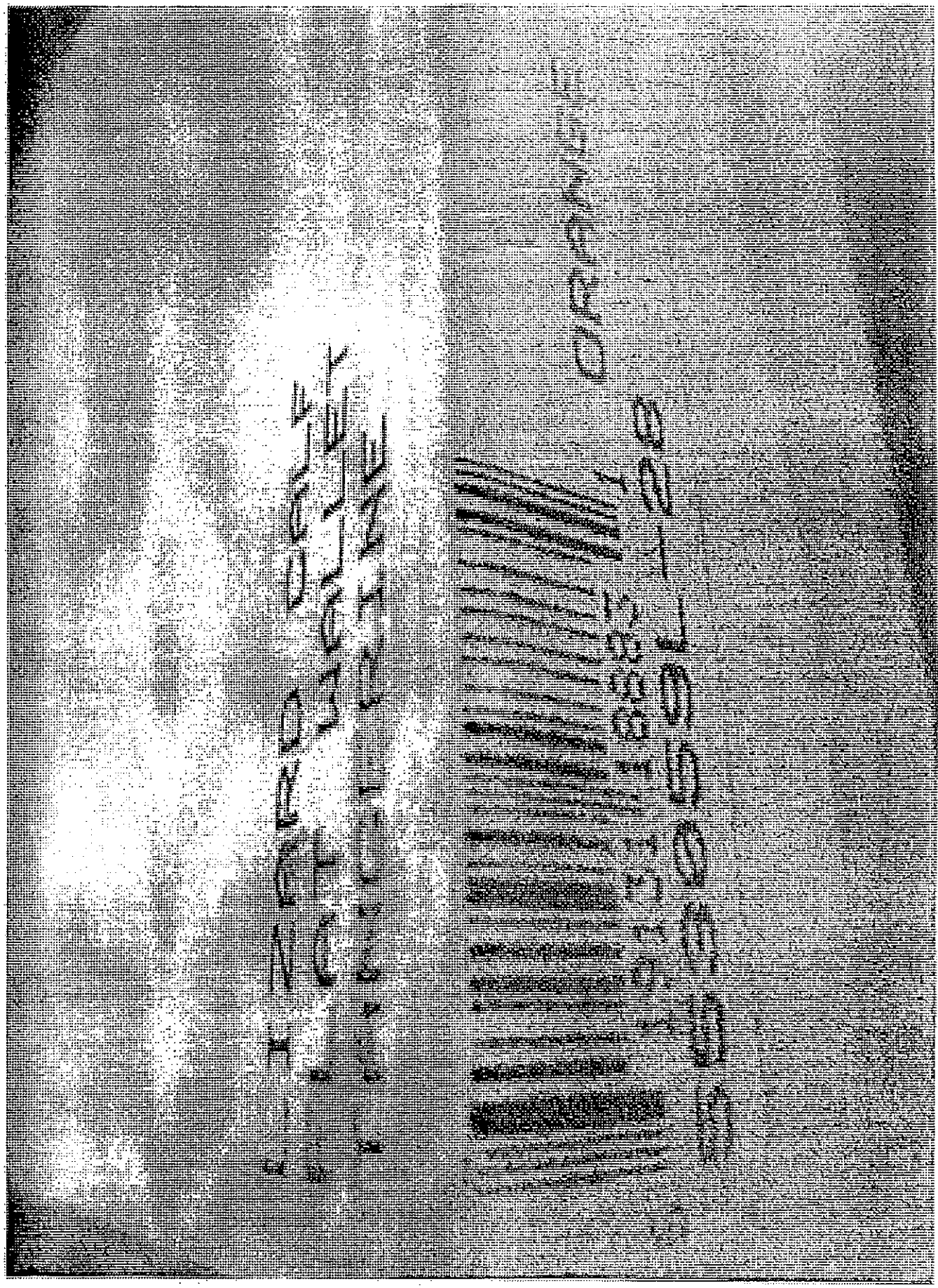
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Exhibit A





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