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FILED  
ALAMEDA COUNTY

OCT 09 2013

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, RG 10-494517,  
) RG 11-598595, RG 11-598596, RG 11-  
) 603764, RG 12-658652)

~~PROPOSED~~ <sup>VM</sup> CONSENT  
JUDGMENT AS TO BESTFIT  
INTERNATIONAL, INC.

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

**1. DEFINITIONS**

- 1.1 "Covered Products" means footwear 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 BestFit International, 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 March 27, 2012, CEH served a 60-Day Notice of Violation under  
19 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
20 & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition 65 by  
21 exposing persons to Lead contained in footwear, without first providing a clear and reasonable  
22 Proposition 65 warning. On December 5, 2012, CEH filed the action entitled *CEH v. Fashion*  
23 *Eden*, Case No. RG 12-658652, naming Settling Defendant as a “Footwear Defendant.”

24           2.4           Settling Defendant manufactures, distributes and/or offers for sale Covered  
25 Products in the State of California or has done so in the past.

26           2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
27 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
28 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling

1 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
2 and that this Court has jurisdiction to enter this Consent Judgment.

3           2.6           Nothing in this Consent Judgment is or shall be construed as an admission by  
4 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
5 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
6 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
7 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
8 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
9 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in  
10 this action.

11 **3.       INJUNCTIVE RELIEF**

12           3.1           **Specification Compliance Date.** To the extent it has not already done so, no  
13 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its  
14 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide  
15 Covered Products that comply with the Lead Limits on a nationwide basis.

16           3.2           **Lead Limits.**

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

21                       3.2.1   Paint or other Surface Coatings: 90 parts per million (“ppm”).

22                       3.2.2   Polyvinyl chloride (“PVC”): 200 ppm.

23                       3.2.3   All other materials or components other than cubic zirconia (sometimes  
24 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

25           3.3           **Final Retail Compliance Date.** Commencing on April 1, 2014, Settling  
26 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead  
27 Limits specified in Section 3.2. For purposes of this Section 3.3, when Settling Defendant’s  
28 direct customer sells or offers for sale to California consumers a Covered Product after April 1,

1 2014, Settling Defendant is deemed to “offer for sale in California” that Covered Product.

2 **3.4 Action Regarding Specific Products.**

3 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the  
4 following specific products (the “Section 3.4 Products”) in California:

- 5 • Promiscuous Casey Heels in Yellow, SKU No. 000020152917, Style No. LELA01X;
- 6
- 7 • Wild Rose Red Cinderella Chic Heels, Item No. WEB80001, Style No. POSY01;
- 8 • Shully’s Patent Two Tone Loafer Flats in Yellow; Style No. SK0064CU;
- 9 • Wild Rose Wedge Pump in Neon Orange/Red; Style No. CIELA01A;
- 10 • Wild Rose Platform Sandal in Orange; Style No. FAIRA04;
- 11 • Wild Rose Wedge Pump in Lime; Style No. CIELA01A;
- 12 • Wild Rose Wedge Pump in Neon Orange Patent Leather; Style No. CIELA01A;
- 13 • Wild Rose Black and Red Zebra Peeptoe High Heel Ankle Bootie; Style No. TREY86;
- 14 • Shully’s Gold Tip Slip On Flat Loafer Shoe; Style No. SKO298XJ;
- 15 • Bumper Studded Slip On Casual Loafer Flat Shoe in Yellow; Style No. RAINA01;
- 16 • Bumper Studded Slip On Casual Loafer Flat Shoe in Red; Style No. RAINA01;
- 17 and
- 18 • Bumper Classic Round Toe Platform Pump in Red Patent Leather; Style No. HIPPY01.
- 19
- 20

21 On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the  
22 Section 3.4 Products to any of its stores and/or customers that resell the Section 3.4  
23 Products in California, and (ii) send instructions to its stores and/or customers that resell  
24 the Section 3.4 Products in California instructing them either to: (a) return all of the  
25 Section 3.4 Products to Settling Defendant for destruction; or (b) directly destroy the  
26 Section 3.4 Products.

27 3.4.2 Any destruction of the Section 3.4 Products shall be in compliance with all  
28

1 applicable laws.

2 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide  
3 CEH with written certification from Settling Defendant confirming compliance with the  
4 requirements of this Section 3.4.

5 **4. ENFORCEMENT**

6 4.1 Any Party may, after meeting and conferring, by motion or application for an  
7 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
8 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent  
9 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3.

10 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Sections  
11 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.2.

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

20 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,  
21 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
22 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
23 Covered Product giving rise to the alleged violation, and of each material or component  
24 that is alleged not to comply with the Lead Limits, including a picture of the Covered  
25 Product and all identifying information on tags and labels, and (d) all test data obtained by  
26 CEH regarding the Covered Product and related supporting documentation, including all  
27 laboratory reports, quality assurance reports and quality control reports associated with  
28 testing of the Covered Products. Such Notice of Violation shall be based at least in part

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

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

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

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

24 (b) A Notice of Violation that meets one or more of the conditions of  
25 Section 4.3.3(b).

26 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation  
27 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
28 shall provide written notice to CEH stating whether it elects to contest the allegations contained in

1 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
2 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
3 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
4 Environmental Health and included with Settling Defendant’s Notice of Election.

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

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

1                                   **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

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

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



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.** Settling Defendant shall pay the total sum of  
5 \$45,000 as a settlement payment, such payment to be made as set forth in this Section. On or  
6 before September 1, 2013, Settling Defendant shall pay the sum of \$22,500 in three separate  
7 checks as follows: (a) \$2,965 made payable to the Center for Environmental Health as a civil  
8 penalty; (b) \$4,450 made payable to the Center for Environmental Health as a payment in lieu of  
9 additional civil penalty; and (c) \$15,085 made payable to the Lexington Law Group as partial  
10 reimbursement of attorneys' fees and costs. On or before November 1, 2013, Settling Defendant  
11 shall make a second payment of \$22,500 in three separate checks as follows: (a) \$2,965 made  
12 payable to the Center for Environmental Health as a civil penalty; (b) \$4,450 made payable to the  
13 Center for Environmental Health as a payment in lieu of additional civil penalty; and (c) \$15,085  
14 made payable to the Lexington Law Group as partial reimbursement of attorneys' fees and costs.  
15 Any failure by Settling Defendant to comply with the payment terms herein shall be subject to a  
16 stipulated late fee in the amount of \$100 for each day after the delivery date the payment is  
17 received. The late fees required under this Section shall be recoverable, together with reasonable  
18 attorneys' fees, in an enforcement proceeding brought pursuant to Section 4.1 of this Consent  
19 Judgment. The settlement payments for Settling Defendant shall be delivered to the offices of the  
20 Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San Francisco, California  
21 94117, and allocated as set forth below between the following categories:

22 5.2 \$5,930 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).  
23 CEH shall apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to  
24 CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment).

25 5.2.1 \$8,900 as a payment in lieu of civil penalty to CEH pursuant to Health &  
26 Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall  
27 use such funds to continue its work educating and protecting people from exposures to toxic  
28 chemicals, including heavy metals. In addition, as part of its Community Environmental Action

1 and Justice Fund, CEH will use four percent of such funds to award grants to grassroots  
2 environmental justice groups working to educate and protect people from exposures to toxic  
3 chemicals. The method of selection of such groups can be found at the CEH web site at  
4 [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

5 5.2.2 \$30,170 to the Lexington Law Group as reimbursement of a portion of  
6 CEH's reasonable attorneys' fees and costs.

## 7 **6. MODIFICATION**

8 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
9 time by express written agreement of the Parties with the approval of the Court, or by an order of  
10 this Court upon motion and in accordance with law.

11 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
12 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
13 modify the Consent Judgment.

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

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

25 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
26 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered  
27 Products.

28 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an

1 action under Proposition 65 against any person other than a Settling Defendant, Defendant  
2 Releasee, or Downstream Defendant Releasee.

3 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action  
4 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer  
5 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to  
6 California consumers that does not comply with the Lead Limits after the applicable Final Retail  
7 Compliance Date set forth in Section 3.3.

8 **8. NOTICE**

9 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
10 notice shall be sent by first class and electronic mail to:

11 Eric S. Somers  
12 Lexington Law Group  
13 503 Divisadero Street  
14 San Francisco, CA 94117  
15 esomers@lexlawgroup.com

16 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
17 Judgment, the notice shall be sent by first class and electronic mail to:

18 Richard J. McNeil  
19 Colin R. Higgins  
20 Snell & Wilmer L.L.P.  
21 600 Anton Boulevard, Suite 1400  
22 Costa Mesa, CA 92626-7689  
23 rmcneil@swlaw.com  
24 chiggins@swlaw.com

25 Shirley Hsu  
26 BestFit International Inc.  
27 City of Industry, CA 91748  
28 shirleyH@BestFit2000.com

29 8.3 Any Party may modify the person and address to whom the notice is to be sent  
30 by sending each other Party notice by first class and electronic mail.

31 **9. COURT APPROVAL**

32 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
33 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
34 shall support entry of this Consent Judgment.

1           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

4       **10.    ATTORNEYS' FEES**

5           10.1           Should CEH prevail on any motion, application for an order to show cause or  
6 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
7 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
8 Settling Defendant prevail on any motion application for an order to show cause or other  
9 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
10 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
11 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
12 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
13 Code of Civil Procedure §§ 2016, *et seq.*

14           10.2           Except as otherwise provided in this Consent Judgment, each Party shall bear  
15 its own attorneys' fees and costs.

16           10.3           Nothing in this Section 10 shall preclude a Party from seeking an award of  
17 sanctions pursuant to law.

18       **11.    TERMINATION**

19           11.1           This Consent Judgment shall be terminable by CEH or by Settling Defendant  
20 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such  
21 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
22 Court of Alameda County.

23           11.2           Should this Consent Judgment be terminated pursuant to this Section, it shall  
24 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
25 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
26 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
27 shall survive any termination.

28

1 **12. OTHER TERMS**

2 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
3 of California.

4 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
5 Defendant, and the successors or assigns of any of them.

6 12.3 This Consent Judgment contains the sole and entire agreement and  
7 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
8 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
9 merged herein and therein. There are no warranties, representations, or other agreements between  
10 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
11 implied, other than those specifically referred to in this Consent Judgment have been made by any  
12 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
13 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
14 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
15 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
16 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
17 whether or not similar, nor shall such waiver constitute a continuing waiver.

18 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
19 that Settling Defendant might have against any other party, whether or not that party is a Settling  
20 Defendant.

21 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
22 Consent Judgment.

23 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
24 and by means of facsimile or portable document format (pdf), which taken together shall be  
25 deemed to constitute one document.

26 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
27 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
28 and execute the Consent Judgment on behalf of the Party represented and legally to bind that



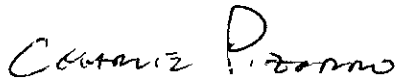
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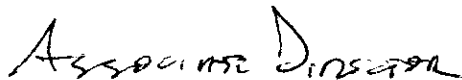
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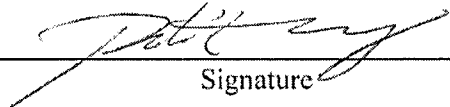
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Title

BESTFIT INTERNATIONAL, INC.

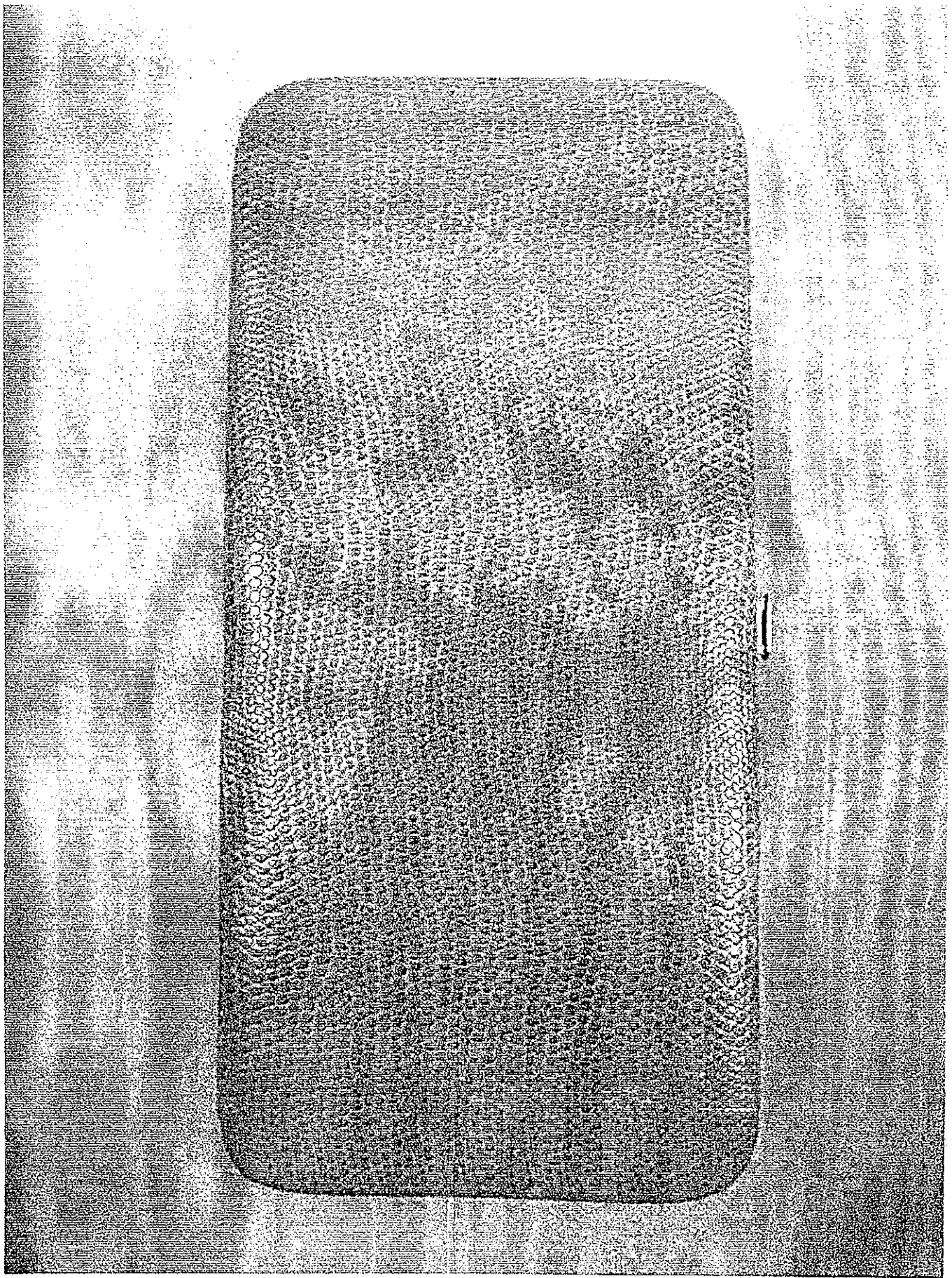
  
\_\_\_\_\_  
Signature

Patrick Cheng  
\_\_\_\_\_  
Printed Name

Vice president.  
\_\_\_\_\_  
Title



# **Exhibit A**



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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](http://www.TheNFL.com). Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable