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ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 18 2014

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 and RG 12-658652)

) *KM*  
) **[PROPOSED] CONSENT**  
) **JUDGMENT AS TO COTTON ON**  
) **USA INC.**

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

**1. DEFINITIONS**

1.1 "Covered Products" means belts and 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 Cotton On USA 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 August 26, 2013, CEH served 60-Day Notices 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 belts and footwear, without first providing a clear and  
22 reasonable Proposition 65 warning. On November 26, 2013, CEH named Settling Defendant as a  
23 “Belts Defendant” and “Footwear Defendant” in the action entitled *CEH v. Fashion Eden*, Case  
24 No. RG 12-658652, via Doe Amendment.

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

27           2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
28 Court has jurisdiction over the allegations of violations contained in the operative Complaint

1 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
2 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
3 and that this Court has jurisdiction to enter this Consent Judgment.

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

12 **3.       INJUNCTIVE RELIEF**

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

17           3.2           **Lead Limits.** Commencing on September 1, 2014, Settling Defendant shall  
18 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale  
19 any Covered Product that will be sold or offered for sale to California consumers that contains a  
20 material or is made of a component that 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 For purposes of this Section 3.2, when Settling Defendant’s direct customer sells or offers for sale  
26 to California consumers a Covered Product after September 1, 2014, Settling Defendant is  
27 deemed to have “offered for sale to California consumers” that Covered Product.

28

1                   **3.3            Warnings for Covered Products.**

2                   **3.3.1   Warning Option.** A Covered Product purchased, imported or  
3                   Manufactured by Settling Defendant may, as an alternative to meeting the Lead Limits, be  
4                   sold or offered for retail sale in California with a Clear and Reasonable Warning that  
5                   complies with the provisions of Section 3.3.2. A Clear and Reasonable Warning may only  
6                   be provided for a Covered Product if Settling Defendant has in its possession a test result  
7                   demonstrating that such Covered Product does not meet the Lead Limits.

8                   **3.3.2   Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
9                   Consent Judgment shall state:

10                   WARNING: This product contains lead, a chemical known to the State of  
11                   California to cause birth defects or other reproductive harm. Do not allow children  
12                   to mouth or chew.

13                   This statement shall be prominently displayed on the Covered Product, on the packaging  
14                   of the Covered Product, or on a placard or sign provided that the statement is displayed  
15                   with such conspicuousness, as compared with other words, statements or designs as to  
16                   render it likely to be read and understood by an ordinary individual prior to sale. If the  
17                   statement is displayed on a placard or sign where the Covered Product is offered for sale,  
18                   the warning placard or sign must enable an ordinary individual to easily determine which  
19                   specific Covered Products the warning applies to, and to differentiate between that  
20                   Covered Product and other products to which the warning statement does not apply. For  
21                   internet, catalog or any other sale where the consumer is not physically present, the  
22                   warning statement shall be displayed in such a manner that it is likely to be read and  
23                   understood by an ordinary individual prior to the authorization of or actual payment.

24                   **4.        ENFORCEMENT**

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

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

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

11           4.2.2   **Supporting Documentation.** The Notice of Violation shall, at a minimum,  
12 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
13 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
14 Covered Product giving rise to the alleged violation, and of each material or component  
15 that is alleged not to comply with the Lead Limits, including a picture of the Covered  
16 Product and all identifying information on tags and labels, and (d) all test data obtained by  
17 CEH regarding the Covered Product and related supporting documentation, including all  
18 laboratory reports, quality assurance reports and quality control reports associated with  
19 testing of the Covered Products. Such Notice of Violation shall be based at least in part  
20 upon total acid digest testing performed by an independent accredited laboratory. Wipe,  
21 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a  
22 Notice of Violation, although any such testing may be used as additional support for a  
23 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A  
24 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section  
25 4.2.2.

26           4.2.3   **Additional Documentation.** CEH shall promptly make available for  
27 inspection and/or copying upon request by and at the expense of Settling Defendant, all  
28 supporting documentation related to the testing of the Covered Products and associated

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

8 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four  
9 Notices of Violation in any 12-month period, at CEH’s option, CEH may seek whatever  
10 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
11 Consent Judgment. For purposes of determining the number of Notices of Violation  
12 pursuant to this Section 4.2.4, the following shall be excluded:

- 13 (a) Multiple notices identifying Covered Products Manufactured for or  
14 sold to Settling Defendant from the same Vendor; and  
15 (b) A Notice of Violation that meets one or more of the conditions of  
16 Section 4.3.3(c).

17 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation  
18 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
19 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
20 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
21 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
22 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
23 Environmental Health and included with Settling Defendant’s Notice of Election.

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

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

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

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

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

25           (b) If more than one Settling Defendant has manufactured, sold, offered  
26 for sale or distributed a Covered Product identified in a non-contested Notice of Violation,  
27 only one required contribution may be assessed against all Settling Defendants as to the  
28 noticed Covered Product.

- 1 (c) The contribution to the Fashion Accessory Testing Fund shall be:
- 2 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
- 3 Defendant, prior to receiving and accepting for distribution or sale the
- 4 Covered Product identified in the Notice of Violation, obtained test results
- 5 demonstrating that all of the materials or components in the Covered
- 6 Product identified in the Notice of Violation complied with the applicable
- 7 Lead Limits, and further provided that such test results meet the same
- 8 quality criteria to support a Notice of Violation as set forth in Section 4.2.2
- 9 and that the testing was performed within two years prior to the date of the
- 10 sales transaction on which the Notice of Violation is based. Settling
- 11 Defendant shall provide copies of such test results and supporting
- 12 documentation to CEH with its Notice of Election; or
- 13 (ii) One thousand five hundred dollars (\$1,500) if Settling
- 14 Defendant is in violation of Section 3.2 only insofar as that Section deems
- 15 Settling Defendant to have “offered for sale to California consumers” a
- 16 product sold at retail by Settling Defendant’s customer, provided however,
- 17 that no contribution is required or payable if Settling Defendant has already
- 18 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
- 19 this subsection. This subsection shall apply only to Covered Products that
- 20 Settling Defendant demonstrates were shipped prior to the Effective Date;
- 21 or
- 22 (iii) Not required or payable, if the Notice of Violation identifies
- 23 the same Covered Product or Covered Products, differing only in size or
- 24 color, that have been the subject of another Notice of Violation within the
- 25 preceding 12 months.

26 **5. PAYMENTS**

27 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective

28 Date, Settling Defendant shall pay the total sum of \$125,000 as a settlement payment. The total



1 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to  
2 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San  
3 Francisco, California 94117-2212, and made payable and allocated as follows:

4           5.1.1 Settling Defendant shall pay the sum of \$16,600 as a civil penalty pursuant  
5 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with  
6 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
7 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the  
8 Center For Environmental Health.

9           5.1.2 Settling Defendant shall pay the sum of \$24,900 as a payment in lieu of  
10 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
11 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
12 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
13 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
14 funds to award grants to grassroots environmental justice groups working to educate and protect  
15 people from exposures to toxic chemicals. The method of selection of such groups can be found  
16 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
17 made payable to the Center For Environmental Health.

18           5.1.3 Settling Defendant shall also separately pay the sum of \$83,500 to the  
19 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
20 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
21 Law Group.

## 22 **6. MODIFICATION**

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

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

1 **7. CLAIMS COVERED AND RELEASED**

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

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

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 Joseph J. Green  
26 Kelley Drye & Warren LLP  
27 Washington Harbour, Suite 400  
28 3050 K Street, NW  
Washington, DC 20007  
JGreen@kelleydrye.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.

1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
3 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
4 shall support entry of this Consent Judgment.

5 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
6 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
7 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

8 **10. ATTORNEYS' FEES**

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

18 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
19 its own attorneys' fees and costs.

20 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
21 sanctions pursuant to law.

22  
23 **11. TERMINATION**

24 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
25 at any time after January 1, 2019, 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 and 7 shall survive any termination and provided  
3 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
4 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 the successors or assigns of any of them.

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

22 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
23 that Settling Defendant might have against any other party, whether or not that party is a Settling  
24 Defendant.

25 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
26 Consent Judgment.

27 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
28 and by means of facsimile or portable document format (pdf), which taken together shall be

1 deemed to constitute one document.

2           12.7       Each signatory to this Consent Judgment certifies that he or she is fully  
3 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
4 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
5 Party.

6           12.8       The Parties, including their counsel, have participated in the preparation of  
7 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
8 This Consent Judgment was subject to revision and modification by the Parties and has been  
9 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
10 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
11 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
12 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
13 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
14 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

15

16 **IT IS SO ORDERED:**

17

18 Dated:         JUN 18 2014        

        Wynne Carvill          
Judge of the Superior Court

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**

*Charlie Pizzano*

Signature

*CHARLIE PIZZANO*

Printed Name

*ASSOCIATE DIRECTOR*

Title

**COTTON ON USA INC.**

Signature

Printed Name

Title

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Signature

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**COTTON ON USA INC.**

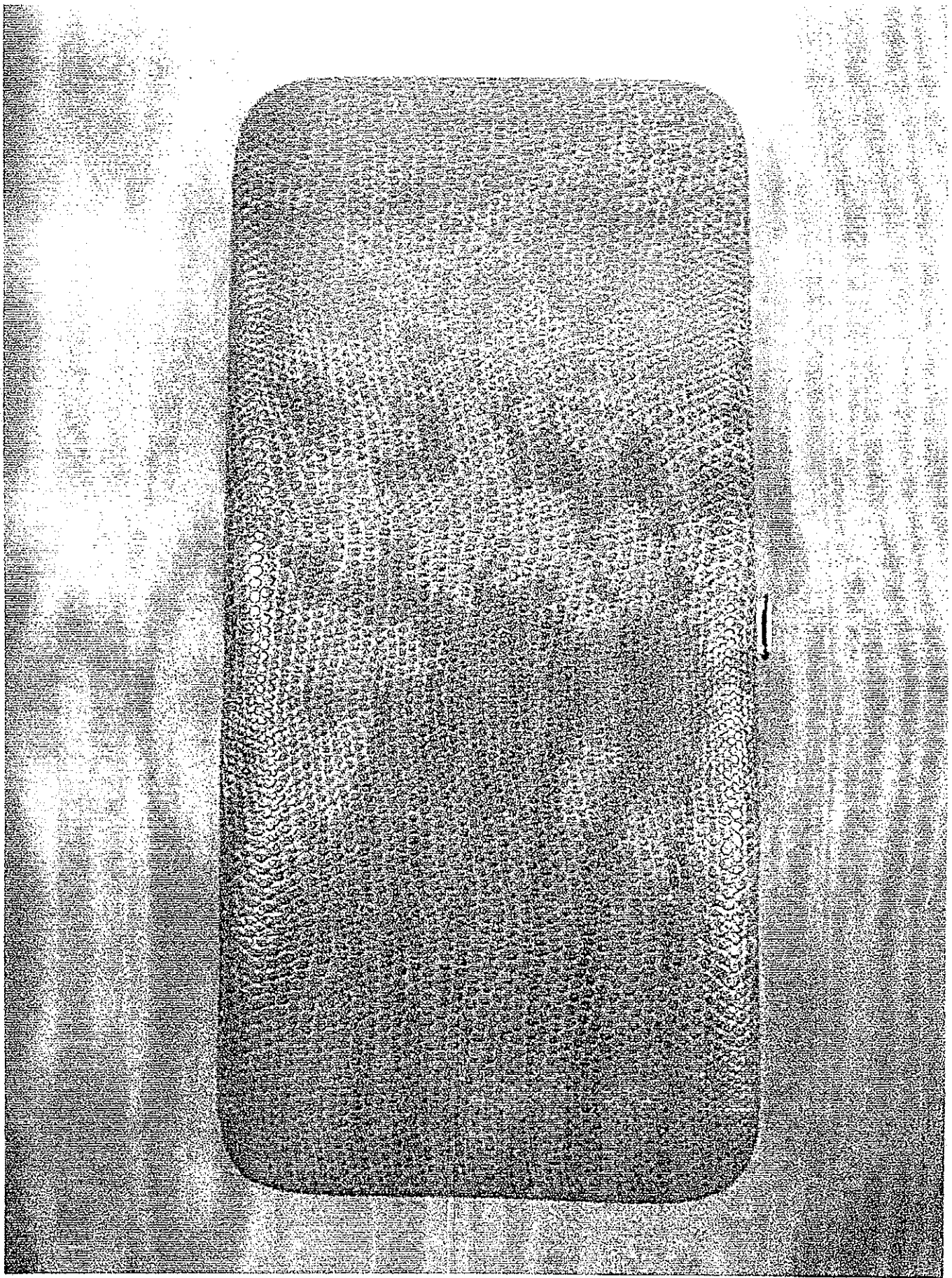
  
\_\_\_\_\_  
Signature

**MICHAEL HARDWICK**  
\_\_\_\_\_  
Printed Name

**CHIEF FINANCIAL OFFICER.**  
\_\_\_\_\_  
Title

# **Exhibit A**





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ORANGE

365 North Canyons Parkway, Suite 201  
Tech Center: 2441 Constitution Drive  
Livermore CA 94551



925-828-1440  
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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