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K. McCoy, Exec. Off./Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, )  
 )  
 ) Plaintiff, )  
 )  
 ) v. )  
 )  
 ) ANGL, INC., et al., )  
 )  
 ) Defendants. )  
 )

Case No. RG 13-708572  
~~PROPOSED~~ <sup>VM</sup> CONSENT  
JUDGMENT AS TO WESTWOOD  
FOOTWEAR CORPORATION

**1. DEFINITIONS**

- 1.1 "Covered Products" means footwear that is 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.
- 1.4 "Manufactured" and "Manufactures" means to manufacture, produce, or assemble.

1           1.5           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
2 with or without a suspension of finely divided coloring matter, which changes to a solid film  
3 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
4 This term does not include printing inks or those materials which actually become a part of the  
5 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
6 the substrate, such as by electroplating or ceramic glazing.

7           1.6           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
8 supplies a Covered Product to Settling Defendant.

9       **2.       INTRODUCTION**

10          2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
11 Environmental Health (“CEH”) and defendant Westwood Footwear Corporation (“Settling  
12 Defendant”).

13          2.2           On August 26, 2013, CEH served a 60-Day Notice of Violation under  
14 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
15 & Safety Code §§ 25249.5, et seq.) (the “Notice”) to Settling Defendant, the California Attorney  
16 General, the District Attorneys of every County in the State of California, and the City Attorneys  
17 for every City in the State of California with a population greater than 750,000. The Notice  
18 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in  
19 footwear, without first providing a clear and reasonable Proposition 65 warning.

20          2.3           On December 31, 2013, CEH filed the action entitled *CEH v. ANGL, Inc., et*  
21 *al.*, Case No. RG 13-708572, in the Superior Court of California for Alameda County, naming  
22 Settling Defendant as a defendant in that action.

23          2.4           Settling Defendant manufactures, distributes and/or offers for sale Covered  
24 Products in the State of California or has done so in the past.

25          2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
26 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
27 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
28

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.** Subject to Section 3.4, commencing on the Effective Date,  
17 Settling Defendant shall not purchase, import, Manufacture, supply to an unaffiliated third party,  
18 or sell or offer for sale any Covered Product that will be sold or offered for sale to California  
19 consumers that contains a material or is made of a Component that exceeds the following Lead  
20 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 the Effective Date, Settling Defendant is deemed  
27 to have “offered for sale to California consumers” that Covered Product.

28

1           **3.3           Action Regarding Specific Products.**

2                   3.3.1   On or before the Effective Date, Settling Defendant shall cease selling the  
3 Refresh Caged Toe Studded Flat Sandals in Mustard, SKU No. 301459184, Style No.  
4 BUNNY-01 (“Section 3.3 Product”) in California. On or before the Effective Date,  
5 Settling Defendant shall also: (i) cease shipping the Section 3.3 Product to any of its stores  
6 and/or customers that resell the Section 3.3 Product in California, and (ii) send  
7 instructions to its stores and/or customers that resell the Section 3.3 Product in California  
8 instructing them either to: (a) return all of the Section 3.3 Product to Settling Defendant  
9 for destruction; or (b) directly destroy the Section 3.3 Product.

10                  3.3.2   Any destruction of the Section 3.3 Product shall be in compliance with all  
11 applicable laws.

12                  3.3.3   Within sixty days of the Effective Date, Settling Defendant shall provide  
13 CEH with written certification from Settling Defendant confirming compliance with the  
14 requirements of this Section 3.3.

15           **3.4           Interim Warnings**

16                  3.4.1   A Covered Product purchased, imported or Manufactured by Settling  
17 Defendant before June 16, 2014, may, as an alternative to meeting the Lead Limits, be  
18 sold or offered for retail sale in California after the Effective Date with a Clear and  
19 Reasonable Warning that complies with the provisions of Section 3.4.2.

20                  3.4.2   **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
21 Consent Judgment shall state:

22                         WARNING: This product contains a chemical[s] known to the  
23 State of California to cause birth defects or other reproductive  
24 harm.

25 This statement shall be prominently displayed on the Covered Product or the packaging of the  
26 Covered Product with such conspicuousness, as compared with other words, statements or  
27 designs as to render it likely to be read and understood by an ordinary individual prior to sale. For  
28

1 internet, catalog or any other sale where the consumer is not physically present and cannot see a  
2 warning displayed on the Covered Product or the packaging of the Covered Product prior to  
3 purchase or payment, the warning statement shall be displayed in such a manner that it is likely to  
4 be read and understood prior to the authorization of or actual payment.

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 Section 3.2 of this Consent Judgment  
9 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 Section  
11 3.2 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 B  
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(c).

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

10                                  (c)     The contribution to the Fashion Accessory Testing Fund shall be:

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

22   (ii) One thousand five hundred dollars (\$1,500) if Settling  
23   Defendant is in violation of Section 3.2 only insofar as that Section deems  
24   Settling Defendant to have “offered for sale to California consumers” a  
25   product sold at retail by Settling Defendant’s customer, provided however,  
26   that no contribution is required or payable if Settling Defendant has already  
27   been required to pay a total of ten thousand dollars (\$10,000) pursuant to  
28   this subsection. This subsection shall apply only to Covered Products that



1 Settling Defendant demonstrates were shipped prior to the Effective Date;  
2 or

3 (iii) Not required or payable, if the Notice of Violation identifies  
4 the same Covered Product or Covered Products, differing only in size or  
5 color, that have been the subject of another Notice of Violation within the  
6 preceding 12 months.

## 7 **5. PAYMENTS**

8 **5.1 Payments by Settling Defendant.** Settling Defendant shall pay a total  
9 settlement amount of \$35,000 as set forth on Exhibit A, on or before the deadlines set forth on  
10 Exhibit A. Each settlement payment shall be paid in separate checks as set forth on Exhibit A and  
11 shall be delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero  
12 Street, San Francisco, California 94117-2212. Any failure by Settling Defendant to comply with  
13 the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant  
14 in the amount of \$100 for each day the full payment is not received after the applicable date set  
15 forth on Exhibit A. The late fees required under this Section shall be recoverable, together with  
16 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 5 of this  
17 Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth on  
18 Exhibit A between the following categories:

19 5.1.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall  
20 apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and  
21 75% to the State of California's Office of Environmental Health Hazard Assessment). The civil  
22 penalty check shall be made payable to the Center For Environmental Health.

23 5.1.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety  
24 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such  
25 funds to continue its work educating and protecting people from exposures to toxic chemicals,  
26 including heavy metals. In addition, as part of its Community Environmental Action and Justice  
27 Fund, CEH will use four percent of such funds to award grants to grassroots environmental  
28 justice groups working to educate and protect people from exposures to toxic chemicals. The

1 method of selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).  
2 The payment pursuant to this Section shall be made payable to the Center For Environmental  
3 Health.

4 5.1.3 As reimbursement of a portion of CEH's reasonable attorneys' fees and  
5 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
6 Law Group.

## 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 Covered Products sold by  
27 Settling Defendant.

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 Johnathan Zhang  
12 President  
13 Westwood Footwear Corporation  
14 18955 E. Railroad St.  
15 City of Industry, CA 91748

16 With a copy to:

17 Jeffrey B. Margulies  
18 Fulbright & Jaworski L.L.P.  
19 555 South Flower Street, 41<sup>st</sup> Floor  
20 Los Angeles, CA 90071  
21 jmargin@fulbright.com

22 8.3 Any Party may modify the person and address to whom the notice is to be sent  
23 by sending each other Party notice by first class and electronic mail.

24 **9. COURT APPROVAL**

25 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
26 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
27 shall support entry of this Consent Judgment.

28 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

**10. ATTORNEYS' FEES**

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

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

8 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
9 its own attorneys' fees and costs.

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

## 12 **11. TERMINATION**

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

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

## 22 **12. OTHER TERMS**

23 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
24 of California.

25 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
26 Defendant, and the successors or assigns of any of them.

27 12.3 This Consent Judgment contains the sole and entire agreement and  
28 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior

1 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
2 merged herein and therein. There are no warranties, representations, or other agreements between  
3 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
4 implied, other than those specifically referred to in this Consent Judgment have been made by any  
5 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
6 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
7 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
8 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
9 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
10 whether or not similar, nor shall such waiver constitute a continuing waiver.

11           12.4           Nothing in this Consent Judgment shall release, or in any way affect any rights  
12 that Settling Defendant might have against any other party, whether or not that party is a Settling  
13 Defendant.

14           12.5           This Court shall retain jurisdiction of this matter to implement or modify the  
15 Consent Judgment.

16           12.6           The stipulations to this Consent Judgment may be executed in counterparts  
17 and by means of facsimile or portable document format (pdf), which taken together shall be  
18 deemed to constitute one document.

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

23           12.8           The Parties, including their counsel, have participated in the preparation of  
24 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
25 This Consent Judgment was subject to revision and modification by the Parties and has been  
26 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
27 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
28 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this

1 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
2 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
3 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.  
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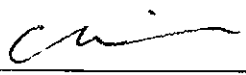
5 **IT IS SO ORDERED:**

6  
7 Dated: OCT 01 2014

**Myra Carvill**  
Judge of the Superior Court

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10 **IT IS SO STIPULATED:**

11  
12 **CENTER FOR ENVIRONMENTAL HEALTH**

13  
14   
15 \_\_\_\_\_  
Signature

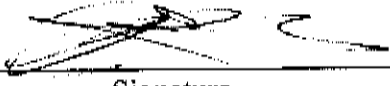
16 Carmelie Pizano  
17 \_\_\_\_\_  
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19 ASSOCIATE DIRECTOR  
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**WESTWOOD FOOTWEAR CORPORATION**



Signature

JIANJUN ZHANG

Printed Name

President

Title

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**EXHIBIT A**

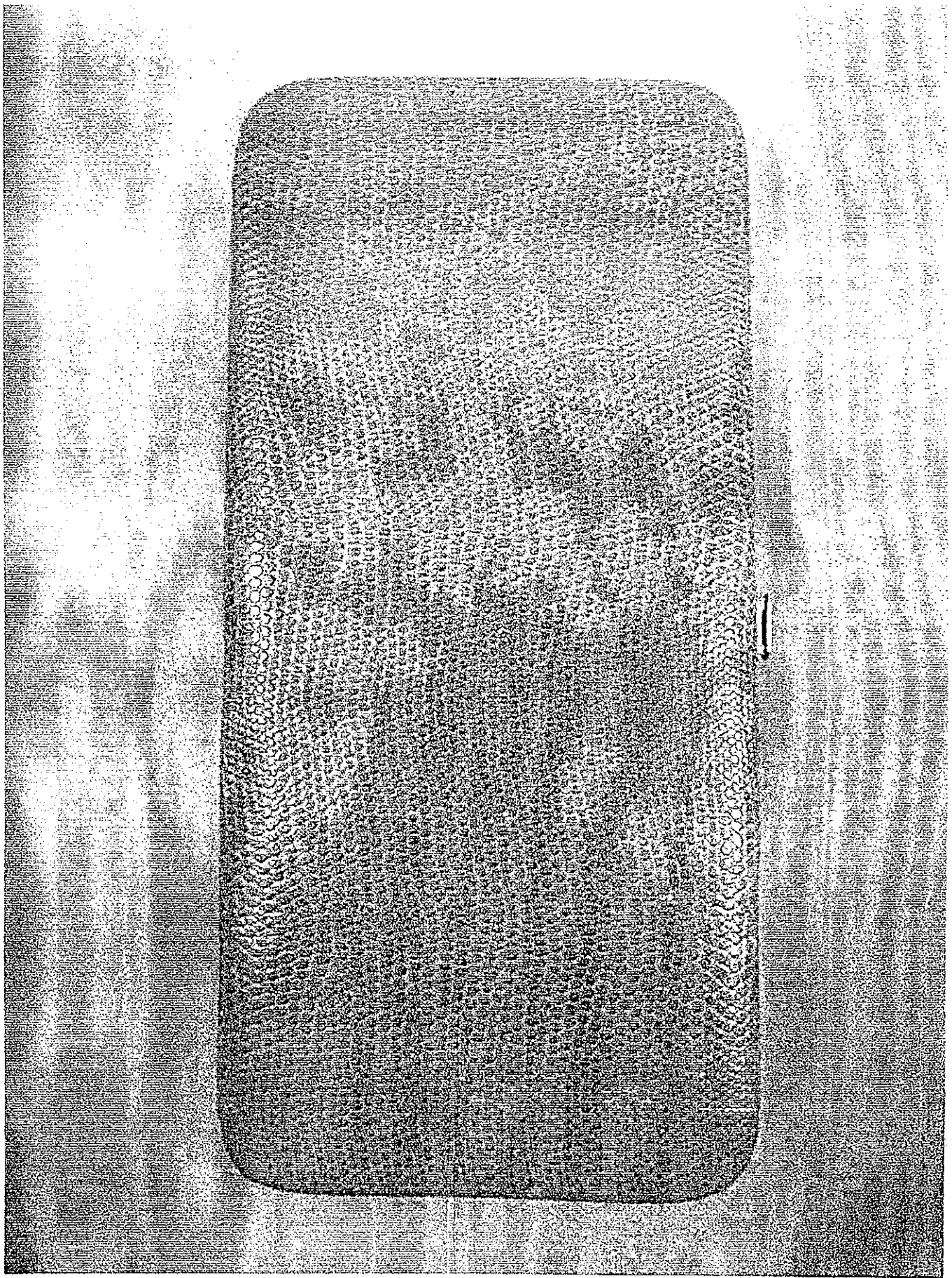
**Settlement Payments and Allocation**

Total Settlement Payment: \$35,000

- On or before the Effective Date, Settling Defendant shall pay \$30,000 in three separate checks as follows:
  - \$4,600 to Center for Environmental Health as civil penalty pursuant to Section 5.1.1.
  - \$4,400 to Center for Environmental Health as payment in lieu of civil penalty pursuant to Section 5.1.2.
  - \$21,000 to Lexington Law Group as attorneys' fees and costs pursuant to Section 5.1.3.
- On or before thirty (30) days after the Effective Date, Settling Defendant shall pay \$5,000 in two separate checks as follows:
  - \$2,500 to Center for Environmental Health as payment in lieu of civil penalty pursuant to Section 5.1.2.
  - \$2,500 to Lexington Law Group as attorneys' fees and costs pursuant to Section 5.1.3.



## **EXHIBIT B**



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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