

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

**ENDORSED
FILED
ALAMEDA COUNTY**

FEB 04 2015

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)

Plaintiff,)

v.)

MIZ MOOZ, INC., et al.,)

Defendants.)

Case No. RG 14-722783

mm
**[PROPOSED] CONSENT
JUDGMENT AS TO YOKI FASHION
INTERNATIONAL LLC**

1. DEFINITIONS

1.1 "Covered Products" means wallets, handbags, purses, clutches, belts, and footwear that are Manufactured, distributed, sold or offered for sale by Settling Defendants.

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 a Settling Defendant.

9 **2. INTRODUCTION**

10 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
11 Environmental Health (“CEH”) and defendants Yoki Fashion International LLC and Yoki Shoes,
12 LLC (together “Settling Defendants”).

13 2.2 On July 1, 2011, February 7, 2014, June 6, 2014, and August 22, 2014, CEH
14 served 60-Day Notices of Violation under Proposition 65 (The Safe Drinking Water and Toxic
15 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, et seq.) to Settling
16 Defendants, the California Attorney General, the District Attorneys of every County in the State
17 of California, and the City Attorneys for every City in the State of California with a population
18 greater than 750,000. The Notices allege that Settling Defendants violated Proposition 65 by
19 exposing persons to Lead contained in: (i) wallets, handbags, purses and clutches (February 7,
20 2014 Notice); (ii) footwear (July 1, 2011 and June 6, 2014 Notice); and (iii) belts (August 22,
21 2014 Notice); without first providing a clear and reasonable Proposition 65 warning.

22 2.3 On October 5, 2011, CEH filed the action entitled *CEH v. Yoki Shoes, LLC, et*
23 *al.*, Case No. RG 11-598595, in the Superior Court of California for Alameda County, naming
24 Yoki Shoes, LLC as a party. Yoki Shoes, LLC was dismissed without prejudice from the *CEH v.*
25 *Yoki Shoes* matter on December 19, 2011.

26 2.4 On April 24, 2014, CEH filed the action entitled *CEH v. Miz Mooz, Inc., et al.*,
27 Case No. RG 14-722783, in the Superior Court of California for Alameda County, naming Yoki
28 Fashion International LLC as a party. Yoki Shoes, LLC and Yoki Fashion International LLC are

1 related entities that both wish to settle. Accordingly, on or about February 4, 2015, CEH filed an
2 amendment to the complaint in the *CEH v. Miz Mooz* matter pursuant to Cal. Code of Civ. Pro.
3 Section 474 to add Yoki Shoes, LLC as a named defendant.

4 2.5 Settling Defendants manufacture, distribute and/or offer for sale Covered
5 Products in the State of California or have done so in the past.

6 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this
7 Court has jurisdiction over the allegations of violations contained in the operative Complaint
8 applicable to Settling Defendants (the "Complaint") and personal jurisdiction over Settling
9 Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
10 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

11 2.7 Nothing in this Consent Judgment is or shall be construed as an admission by
12 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
13 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
14 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
15 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
16 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
17 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
18 this action.

19 3. INJUNCTIVE RELIEF

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

24 3.2 **Lead Limits.** Subject to Section 3.4, commencing on the Effective Date,
25 Settling Defendants shall not purchase, import, Manufacture, supply to an unaffiliated third party,
26 or sell or offer for sale any Covered Product that will be sold or offered for sale to California
27 consumers that contains a material or is made of a component that exceeds the following Lead
28 Limits:

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

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

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

3.2.3 All other materials or components: 300 ppm.

3.3 Action Regarding Specific Products.

3.3.1 On or before the Effective Date, Settling Defendants shall cease selling the following specific products in California:

(i) Yoki Large Bow Satchel in Cognac, SKU No. 4-00176-38693-7, Style No. YK822 (CEH No. FAT2143 and FAT2379);

(ii) Yoki Large Bow Satchel in Oxblood, SKU No. 4-00176-38677-7, Style No. YK822 (CEH No. FAT2378);

(iii) Yoki Crossbody Bag in Coral, SKU No. 8-88125-07325-4, Style No. YK2040 (CEH No. FAT2531);

(iv) Yoki Estrella Pouch in Beige, SKU No. 300877, Style No. YK826 (CEH No. FAT2573);

(v) Shiekh Studded Handbag in Red, SKU No. 1089240101, Item No. 108924 (CEH No. FAT2589);

(vi) Yoki T-Strap Ruffle Sandals in Green, Style Name Tasha-26 (CEH No. VS381L);

(vii) Yoki Fern Laser Cut Out Pumps in Rust, SKU No. 8-88125-15591-7, Style Name Fern (CEH No. FAT2625);

(viii) Yoki Ferry Rounded Toe Studded Flats in Orange, T.J. Maxx SKU No. 1000025282725087, Style Name Ferry (CEH No. FAT2628);

(ix) Yoki Kylla Studded Cut Out Peep Toe Heels in Beige, SKU No. 1000025261724246, Style Name Kylla (CEH No. LFAT240);

(x) Yoki Studio 38 Betty-10 Wedge Sandals in Nude, SKU No. 8-88125-15218-3, Style Name Betty-10 (CEH No. LFAT241);

(xi) Studio 38 Amanda-05 Elastic Thick Strap Sandals in Red, SKU No. 8-88125-15116-2, Style Name Amanda-05 (CEH No. LFAT242);

- 1 (xii) Yoki Blinda-15 Downtown Chic Platform Heels in Rust, SKU No.
2 8-88125-15558-0, Style Name Blinda-15 (CEH No. NFA133);
- 3 (xiii) Yoki Alexis Buckle Detail Heeled Booties in Brown, T.J. Maxx
4 SKU No. 1000025247722889, Style Name Alexis (CEH No. LFAT255);
- 5 (xiv) Yoki Bear Multi Buckle Accent Booties in Brown, T.J. Maxx SKU
6 No. 1000025276891990, Style Name Bear (CEH No. LFAT256);
- 7 (xv) Yoki Cornell Strappy Peep Toe Sandals in Rust, SKU No. 8-88125-
8 12300-8, Style Name Cornell (CEH No. LFAT257);
- 9 (xvi) Studio 38 Betty-21 Fabric Thong Wedge Sandals in Gold, SKU No.
10 8-88125-15200-8, Style Name Betty-21 (CEH No. LFAT259); and
- 11 (xvii) Styles for Less Emblem Faux Leather Belt in Brown, SKU No.
12 416000058062, Style No. 1000050005, Item No. BLT-125 (CEH No. NFA005)
13 (these Covered Products are referred to collectively as the “Section 3.3 Products”).

14 3.3.2 On or before the Effective Date, Settling Defendants shall also: (i) cease
15 shipping the Section 3.3 Products to any of its stores and/or customers that resell the Section 3.3
16 Products in California, and (ii) send instructions to their stores and/or customers that resell the
17 Section 3.3 Products in California instructing them either to: (a) return all of the Section 3.3
18 Products to Settling Defendants for destruction; or (b) directly destroy the Section 3.3 Products.

19 3.3.3 Any destruction of the Section 3.3 Products shall be in compliance with all
20 applicable laws.

21 3.3.4 Within sixty days of the Effective Date, each Settling Defendant shall
22 provide CEH with written certification from such Settling Defendant confirming compliance with
23 the requirements of this Section 3.3.

24 **3.4 Interim Warnings**

25 3.4.1 This Section 3.4 only applies to Covered Products that were purchased by
26 a Settling Defendant from SHM Shoes, LLC prior to September 1, 2014 (the “SHM Products”). A
27 list of the SHM Products which Settling Defendants represent and warrant was accurate was
28 provided to CEH’s counsel on November 5, 2014. Before selling any SHM Product, Settling

1 Defendants shall test each component of a sample of each SKU of the SHM Products using an x-
2 ray fluorescence ("XRF") device to determine whether each such SHM Product meets the Lead
3 Limits. Those SHM Products that meet the Lead Limits may be sold by Settling Defendants
4 pursuant this Consent Judgment without a Proposition 65 warning. Those SHM Products that do
5 not meet the Lead Limits may, as an alternative to meeting the Lead Limits, be sold or offered for
6 retail sale in California after the Effective Date with a Clear and Reasonable Warning that
7 complies with the provisions of Section 3.4.2. Yoki shall keep written records of each XRF test
8 result and send copies of the results of such testing to CEH within thirty days of completion of the
9 testing program. Should there be any disagreement about which SHM Products may be sold with
10 a warning, the parties shall meet and confer in an attempt to resolve the disagreement before
11 raising the issue with the Court.

12 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
13 Consent Judgment shall state:

14 WARNING: This product contains lead, a chemical known to the
15 State of California to cause cancer and birth defects or other
16 reproductive harm.

17 This statement shall be prominently displayed on the Covered Product itself or the individual
18 packaging of the Covered Product with such conspicuousness, as compared with other words,
19 statements or designs as to render it likely to be read and understood by an ordinary individual
20 prior to sale. For internet, catalog or any other sale where the consumer is not physically present
21 and cannot see a warning displayed on the Covered Product or the packaging of the Covered
22 Product prior to purchase or payment, the warning statement shall be displayed in such a manner
23 that it is likely to be read and understood 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
28

1 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
2 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

3 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
4 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

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

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

27 4.2.3 **Additional Documentation.** CEH shall promptly make available for
28 inspection and/or copying upon request by and at the expense of Settling Defendants, all

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

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

13 (a) Multiple notices identifying Covered Products Manufactured for or
14 sold to a 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), the Settling
19 Defendant shall provide written notice to CEH stating whether it elects to contest the allegations
20 contained in the Notice of Violation ("Notice of Election"). Failure to provide a Notice of
21 Election shall be deemed an election to contest the Notice of Violation. Any contributions to the
22 Fashion Accessory Testing Fund required under this Section 4.3 shall be made payable to The
23 Center for Environmental Health and included with the 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 violation,
26 including any test data. Within 30 days the Parties shall meet and confer to attempt to resolve
27 their dispute. Should such attempts at meeting and conferring fail, CEH may file an enforcement
28 motion or application pursuant to Section 4.1. If a Settling Defendant withdraws its Notice of

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

8 **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested, the
9 Settling Defendant shall include in its Notice of Election a detailed description of corrective
10 action that it has undertaken or proposes to undertake to address the alleged violation. Any such
11 correction shall, at a minimum, provide reasonable assurance that the Covered Product will no
12 longer be offered by the Settling Defendant or its customers for sale in California. If there is a
13 dispute over the sufficiency of the proposed corrective action or its implementation, CEH shall
14 promptly notify the Settling Defendant and the Parties shall meet and confer before seeking the
15 intervention of the Court to resolve the dispute. In addition to the corrective action, the Settling
16 Defendant shall make a contribution to the Fashion Accessory Testing Fund in the amount of
17 \$10,000, unless one of the provisions of Section 4.3.3 applies.

18 **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

28 (i) One thousand seven hundred fifty dollars (\$1,750) if the Settling

1 Defendant, prior to receiving and accepting for distribution or sale the
2 Covered Product identified in the Notice of Violation, obtained test results
3 demonstrating that all of the materials or components in the Covered
4 Product identified in the Notice of Violation complied with the applicable
5 Lead Limits, and further provided that such test results meet the same
6 quality criteria to support a Notice of Violation as set forth in Section 4.2.2
7 and that the testing was performed within two years prior to the date of the
8 sales transaction on which the Notice of Violation is based. Settling
9 Defendant shall provide copies of such test results and supporting
10 documentation to CEH with its Notice of Election; or

11 (ii) One thousand five hundred dollars (\$1,500) if the Settling
12 Defendant is in violation of Section 3.2 only insofar as that Section deems
13 the Settling Defendant to have “offered for sale to California consumers” a
14 product sold at retail by the Settling Defendant’s customer, provided
15 however, that no contribution is required or payable if the Settling
16 Defendant has already been required to pay a total of ten thousand dollars
17 (\$10,000) pursuant to this subsection. This subsection shall apply only to
18 Covered Products that Settling Defendant demonstrates were shipped prior
19 to the Effective Date; or

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

24 **5. PAYMENTS**

25 5.1 **Payments by Settling Defendants.** Settling Defendants shall pay the total sum of
26 \$108,000 as a settlement payment. The obligation to pay the settlement amount shall be joint and
27 several among Settling Defendants. The total settlement payment shall be made in four equal
28 payments of \$27,000 on or before each of January 15, 2015, February 15, 2015, March 15, 2015

1 and April 15, 2015. Any failure by Settling Defendants to comply with the payment terms herein
2 shall be subject to a stipulated late fee in the amount of \$100 for each day after the delivery date
3 the payment is received. The late fees required under this Section shall be recoverable, together
4 with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 3 of
5 this Consent Judgment. Each settlement payment shall be made by check or wire and made
6 payable to the Lexington Law Group Attorney Client Trust Account and delivered to the offices
7 of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San Francisco,
8 California 94117-2212.

9 5.1.1 Settling Defendants shall pay the sum of \$14,330 as a civil penalty
10 pursuant to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance
11 with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office
12 of Environmental Health Hazard Assessment).

13 5.1.2 Settling Defendants shall pay the sum of \$21,500 as a payment in lieu of
14 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
15 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
16 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
17 of its Community Environmental Action and Justice Fund, CEH will use at least four percent of
18 such funds to award grants to grassroots environmental justice groups working to educate and
19 protect people from exposures to toxic chemicals. The method of selection of such groups can be
20 found at the CEH web site at www.ceh.org/justicefund.

21 5.1.3 Settling Defendants shall also separately pay the sum of \$72,170 to the
22 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
23 costs.

24 **6. MODIFICATION**

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

28 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall

1 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
2 modify the Consent Judgment.

3 **7. CLAIMS COVERED AND RELEASED**

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

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

17 7.3 Provided that Settling Defendant make all of the payments in a timely manner
18 as required under Section 5 hereof, this Consent Judgment resolves all monetary claims CEH has
19 asserted against Settling Defendants and any of its retail customers under Fashion Accessory
20 Testing Fund Notices of Violation issued or to be issued by CEH that are related to the Section
21 3.3 Covered Products.

22 **8. NOTICE**

23 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
24 notice shall be sent by first class and electronic mail to:

25 Eric S. Somers
26 Lexington Law Group
27 503 Divisadero Street
28 San Francisco, CA 94117
esomers@lexlawgroup.com

1 8.2 When Settling Defendants are entitled to receive any notice under this Consent
2 Judgment, the notice shall be sent by first class and electronic mail to:

3 Melissa A. Jones
4 Stoel Rives LLP
5 500 Capitol Mall, Suite 1600
6 Sacramento, CA 95814
7 majones@stoel.com

8 8.3 Any Party may modify the person and address to whom the notice is to be sent
9 by sending each other Party notice by first class and electronic mail.

10 **9. COURT APPROVAL**

11 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
12 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
13 shall support entry of this Consent Judgment.

14 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
15 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
16 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

17 **10. ATTORNEYS' FEES**

18 10.1 Should CEH prevail on any motion, application for an order to show cause or
19 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
20 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
21 Settling Defendants prevail on any motion application for an order to show cause or other
22 proceeding, Settling Defendants may be awarded its reasonable attorneys' fees and costs as a
23 result of such motion or application upon a finding by the Court that CEH's prosecution of the
24 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
25 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
26 1986, Code of Civil Procedure §§ 2016, *et seq.*

27 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
28 its own attorneys' fees and costs.

 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of

1 sanctions pursuant to law.

2 **11. OTHER TERMS**

3 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
4 of California.

5 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
6 Defendants, and their successors or assigns of any of them.

7 11.3 This Consent Judgment contains the sole and entire agreement and
8 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
9 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
10 merged herein and therein. There are no warranties, representations, or other agreements between
11 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
12 implied, other than those specifically referred to in this Consent Judgment have been made by any
13 Party hereto. No other agreements not specifically contained or referenced herein, oral or
14 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
15 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
16 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
17 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
18 whether or not similar, nor shall such waiver constitute a continuing waiver.

19 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
20 that Settling Defendants might have against any other party, whether or not that party is a Settling
21 Defendant.

22 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
23 Consent Judgment.

24 11.6 The stipulations to this Consent Judgment may be executed in counterparts
25 and by means of facsimile or portable document format (pdf), which taken together shall be
26 deemed to constitute one document.

27 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
28 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into

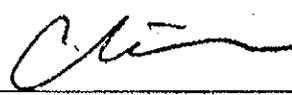
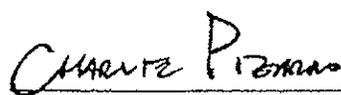
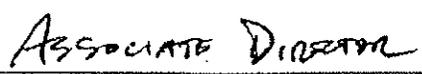
1 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
2 Party.
3 11.8 The Parties, including their counsel, have participated in the preparation of
4 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
5 This Consent Judgment was subject to revision and modification by the Parties and has been
6 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
7 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
8 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
9 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
10 be resolved against the drafting Party should not be employed in the interpretation of this Consent
11 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

12
13 **IT IS SO ORDERED:**

14
15 Dated: FEB 04 2015 Wynne Carvill
16 Judge of the Superior Court
17

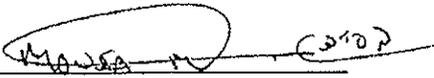
18 **IT IS SO STIPULATED:**

19
20 **CENTER FOR ENVIRONMENTAL HEALTH**

21
22 
23 Signature
24 
25 Printed Name
26
27 
28 Title

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

YOKI FASHION INTERNATIONAL LLC



Signature

Morise Mamrout

Printed Name

VP

Title

YOKI SHOES LLC



Signature

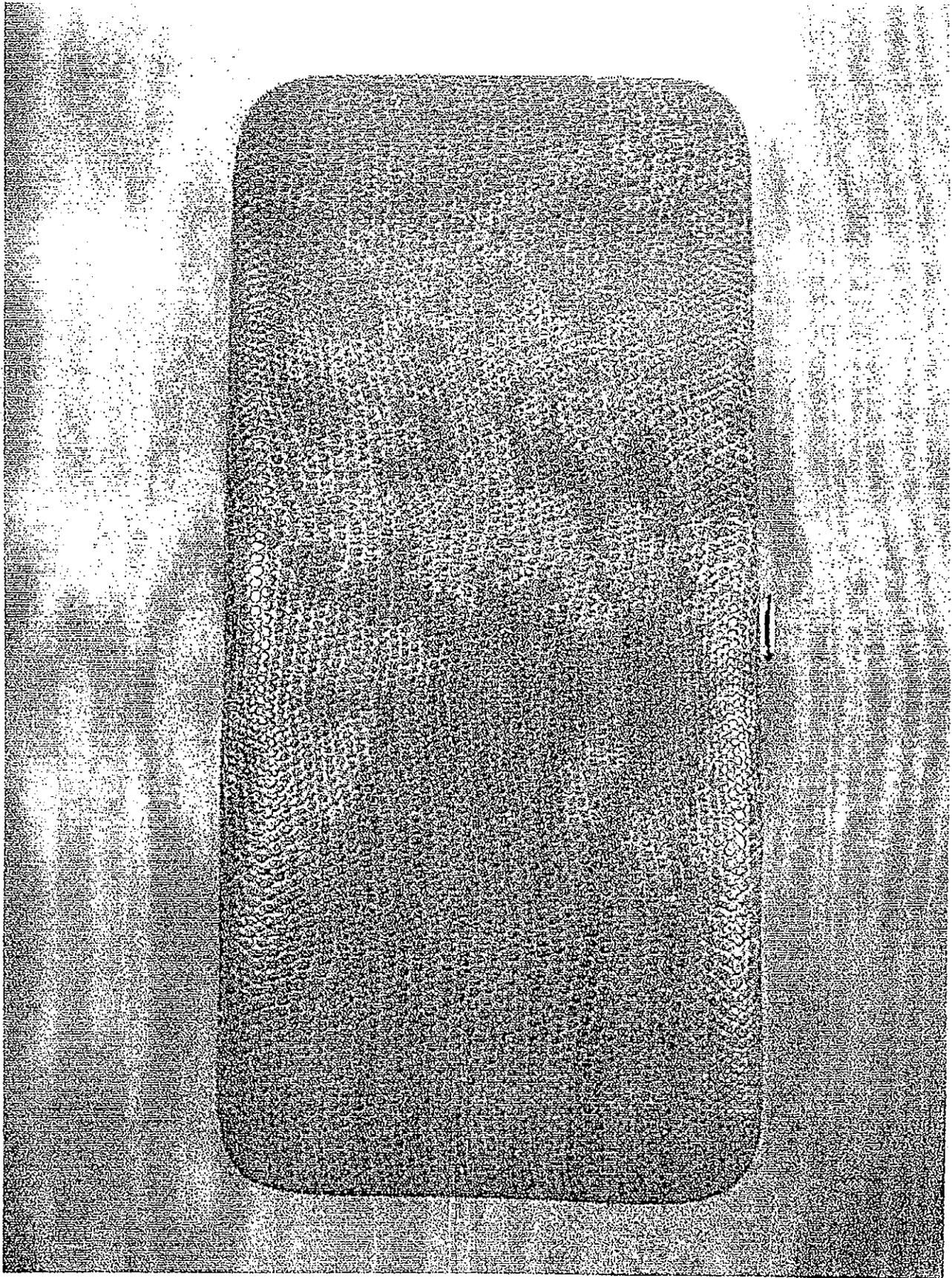
Khedir Mamrout

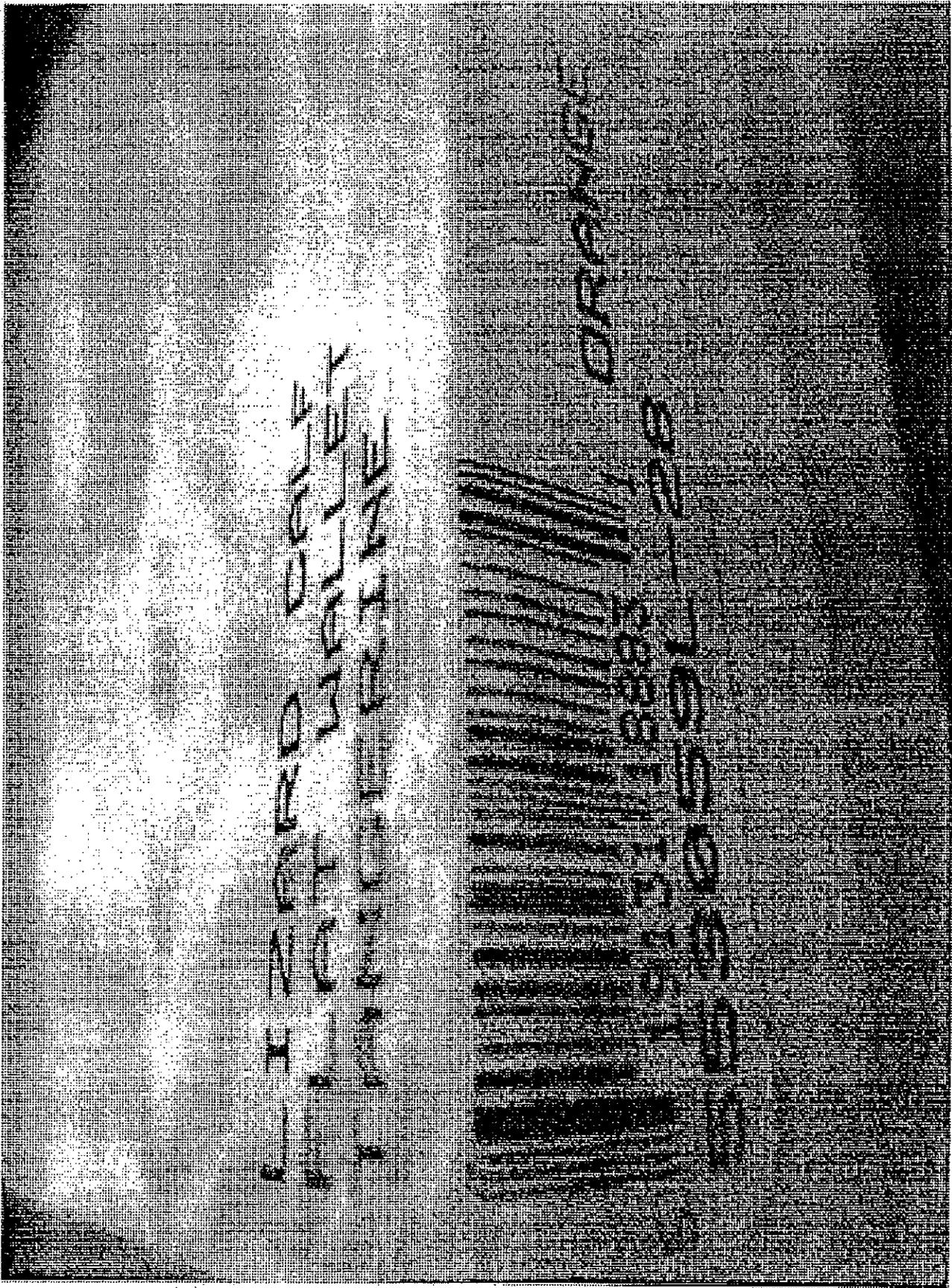
Printed Name

President

Title

Exhibit A





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



925-828-1440
www.TheNFL.com

Analytical Report

August 03, 2011

Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

Analytical Report No.: CL3573-33
Analysis Dates: 07/26/11 - 08/03/11

Listed below are the results of our analyses for sample(s) received on July 26, 2011.

CEH ID#AB789L, [REDACTED] Wallet (Orange Surface Material On Main Part Of W
NFL ID AF02363

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

A portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, www.TheNFL.com. Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable