

1 1.3 “Effective Date” means the date on which this Consent Judgment is entered by
2 the Court.

3 1.4 “Fashion Accessories,” means belts, wallets, handbags, purses and clutches.

4 1.5 “Lead Limits” means the maximum concentrations of lead and lead
5 compounds (“Lead”) by weight specified in Section 3.2.

6 1.6 “Manufactured” and “Manufactures” means to manufacture, produce, or
7 assemble.

8 1.7 “Private Label Covered Product” means a Fashion Accessory that bears a
9 private label where (i) the product (or its container) is labeled with the brand or trademark of a
10 person other than a manufacturer of the product, (ii) the person with whose brand or trademark
11 the product (or container) is labeled has authorized or caused the product to be so labeled, and
12 (iii) the brand or trademark of a manufacturer of such product does not appear on such label.

13 1.8 “Private Labeler” means an owner or licensee of a brand or trademark on the
14 label of a consumer product which bears a private label; provided, however, that Settling
15 Defendant is not a Private Labeler due solely to the fact that its name, brand or trademark is
16 visible on a sign or on the price tag of a Fashion Accessory that is not labeled with a third party’s
17 brand or trademark.

18 1.9 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
19 with or without a suspension of finely divided coloring matter, which changes to a solid film
20 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
21 This term does not include printing inks or those materials which actually become a part of the
22 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
23 the substrate, such as by electroplating or ceramic glazing.

24 1.10 “Vendor” means a person or entity that Manufactures, imports, distributes, or
25 supplies a Fashion Accessory to Settling Defendant.

26 **2. INTRODUCTION**

27 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
28 Environmental Health (“CEH”) and defendant GoJane LLC (“Settling Defendant”).

1 2.2 On May 16, 2014 and June 19, 2015, CEH served 60-Day Notices of Violation
2 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California
3 Health & Safety Code §§ 25249.5, et seq.) (the "Notices") to Settling Defendant, the California
4 Attorney General, the District Attorneys of every County in the State of California, and the City
5 Attorneys for every City in the State of California with a population greater than 750,000. The
6 Notices allege that Settling Defendant violated Proposition 65 by exposing persons to Lead
7 contained in belts, without first providing a clear and reasonable Proposition 65 warning.

8 2.3 On November 24, 2014, CEH filed the action *CEH v. Rocket Dog Brands*
9 *LLC, et al.*, Case No. RG 14-749378, in the Superior Court of California for Alameda County,
10 naming Settling Defendant as a party to that action.

11 2.4 Settling Defendant manufactures, distributes or offers Fashion Accessories for
12 sale in the State of California or has done so in the past.

13 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
14 Court has jurisdiction over the allegations of violations contained in the operative Complaint
15 applicable to Settling Defendant (the "Complaint") and personal jurisdiction over Settling
16 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
17 and that this Court has jurisdiction to enter this Consent Judgment.

18 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
19 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
20 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
21 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
22 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
23 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
24 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
25 this action.

26 **3. INJUNCTIVE RELIEF**

27 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
28 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its

1 Vendors of Fashion Accessories and shall instruct each Vendor to use reasonable efforts to
2 provide Fashion Accessories that comply with the Lead Limits on a nationwide basis.

3 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall not
4 purchase, import, Manufacture, or supply to an unaffiliated third party, or sell or offer for sale in
5 California any Covered Product that contains an Accessible Component that exceeds the
6 following Lead Limits:

7 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

8 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

9 3.2.3 For all other materials other than cubic zirconia (sometimes called cubic
10 zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

11 3.3 **Action Regarding Specific Products.**

12 3.3.1 On or before the Effective Date, to the extent it has not already done so,
13 Settling Defendant shall cease selling in California the following: (i) the GoodTime USA
14 Belt in Red with Gaga Faux Leather Romper in Red, Item No. 96125-RED-SMALL, Style
15 No. 6388; and (ii) the On Vacay Tropical Print Bucket Handbag in Beige, Item No.
16 106775-BEIGE-ONESZ, SKU No. 51700952709782808888 (the “Section 3.3 Products”).

17 On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the
18 Section 3.5 Products to any of its customers that resell the Section 3.3 Products in
19 California; and (ii) send instructions to its customers that resell the Section 3.3 Products in
20 California instructing them to cease offering the Section 3.3 Products for sale in
21 California.

22 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all
23 applicable laws.

24 3.3.3 Within sixty days of the Effective Date, Settling Defendant shall provide
25 CEH with written certification from Settling Defendant confirming compliance with the
26 requirements of this Section 3.3.

1 **4. ENFORCEMENT**

2 4.1 Any Party may, after meeting and conferring, by motion or application for an
3 order to show cause before this Court, enforce the terms and conditions contained in this Consent
4 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
5 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

6 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
7 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

8 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
9 Defendant that CEH alleges to have violated Section 3.2 within 45 days of the date the
10 alleged violation(s) was or were observed, provided, however, that: (i) CEH may have up
11 to an additional 45 days to provide Settling Defendant with the test data required by
12 Section 4.2.2(d) below if it has not yet obtained it from its laboratory; and (ii) CEH may
13 serve a Notice of Violation to a supplier of a Covered Product so long as: (a) the identity
14 of the supplier cannot be discerned from the labeling of the Covered Product; and (b) the
15 Notice of Violation to the supplier is served within 45 days of the date the supplier is
16 identified by CEH.

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

1 Parties agree that the sample Notice of Violation attached hereto as Exhibit A is sufficient
2 in form to satisfy the requirements of subsections (c) and (d) of this Section 4.2.2.

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

13 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four
14 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
15 fines, costs, penalties, or remedies are provided by law for failure to comply with the
16 Consent Judgment. For purposes of determining the number of Notices of Violation
17 pursuant to this Section 4.2.4, the following shall be excluded:

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

20 (b) A Notice of Violation that meets one or more of the conditions of
21 Section 4.3.3(c).

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

1 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
2 Election shall include all then-available documentary evidence regarding the alleged
3 violation, including any test data. Within 30 days the parties shall meet and confer to
4 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
5 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
6 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
7 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
8 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion-
9 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
10 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
11 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
12 other data regarding the alleged violation, it shall promptly provide all such data or
13 information to the other Party.

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

25 **4.3.3 Limitations in Non-Contested Matters.**

26 (a) If it elects not to contest a Notice of Violation before any motion
27 concerning the violation(s) at issue has been filed, the monetary liability of Settling
28 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section

1 4.3.3, if any.

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

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

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

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

22 **4.4 Additional Enforcement for Noncompliant Non-Covered Products.** If

23 CEH alleges that Settling Defendant sold or offered for retail sale to California consumers a
24 Fashion Accessory that is not a Covered Product, and that contains Lead in an amount that
25 exceeds any of the applicable Lead Limits (“Noncompliant Non-Covered Product”), then prior to
26 CEH serving a 60-Day Notice under Proposition 65 on Settling Defendant, CEH shall provide
27 notice to Settling Defendant pursuant to this Section 4.4.

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1 4.4.1 The notice shall contain the information required for a Notice of Violation
2 in Section 4.2. If the information is insufficient to allow Settling Defendant to identify the
3 Noncompliant Non-Covered Product and/or Vendor, it may request that CEH provide any
4 further identifying information for the Noncompliant Non-Covered Product that is
5 reasonably available to it.

6 4.4.2 Within 30 days of receiving a notice pursuant to Section 4.4, or of any
7 requested further information sufficient to identify the Noncompliant Non-Covered
8 Product, whichever is later, Settling Defendant shall serve a Notice of Election on CEH.
9 The Notice of Election shall:

10 (a) Identify to CEH (by proper name, address of principal place of
11 business and telephone number) the person or entity that sold the Noncompliant Non-
12 Covered Product to Settling Defendant;

13 (b) Identify the manufacturer and other distributors in the chain of
14 distribution of the Noncompliant Non-Covered Product, provided that such information is
15 reasonably available; and

16 (c) Include either: (i) a statement that Settling Defendant elects not to
17 proceed under this Section 4.4, in which case CEH may take further action including
18 issuance of a 60-Day Notice under Proposition 65; (ii) a statement that Settling Defendant
19 elects to proceed under this Section 4.4, with a description of corrective action that meets
20 the conditions of Section 4.3.2., and a contribution to the Fashion Accessory Testing Fund
21 in the amount required under Section 4.4.6, or (iii) a statement that Settling Defendant
22 contends that the Noncompliant Non-Covered Product is released from liability by a
23 Qualified Settlement under Section 4.4.4 along with a copy of such Qualified Settlement.

24 4.4.3 A party's disclosure pursuant to this Section 4.4 of any (i) test reports, (ii)
25 confidential business information, or (iii) other information that may be subject to a claim
26 of privilege or confidentiality, shall not constitute a waiver of any such claim of privilege
27 or confidentiality, provided that the Party disclosing such information shall clearly
28 designate it as confidential. Any Party receiving information designated as confidential

1 pursuant to this Section 4.4.3 shall not disclose such information to any unrelated person
2 or entity, and shall use such information solely for purposes of resolving any disputes
3 under this Consent Judgment.

4 4.4.4 No further action is required of Settling Defendant under this Consent
5 Judgment if the Noncompliant Non-Covered Product is otherwise released from liability
6 for alleged violations of Proposition 65 with respect to Lead in the Noncompliant Non-
7 Covered Product by the terms of a separate settlement agreement or consent judgment
8 entered into by CEH under Health & Safety Code § 25249.7 (“Qualified Settlement”).

9 4.4.5 If Settling Defendant elects not to proceed under Section 4.4, then neither
10 Settling Defendant nor CEH has any further duty under this Section 4.4 and either may
11 pursue any available remedies under Proposition 65 or otherwise. If Settling Defendant
12 elects to proceed under Section 4.4.2(c)(ii), then compliance with that Section shall
13 constitute compliance with Proposition 65 as to that Noncompliant Non-Covered Product.

14 4.4.6 If Settling Defendant elects to proceed under this Section 4.4 and is not
15 relieved of liability under Section 4.4.4, Settling Defendant shall make a contribution to
16 the Fashion Accessory Testing Fund in the amounts that follow unless one of the
17 provisions of Section 4.3.3(c) applies, in which case the applicable amount specified in
18 Section 4.3.3(c) if any, shall instead apply. The contribution shall be \$5,000 if at least one
19 of the person(s) identified by Settling Defendant pursuant to Section 4.4.2 (i) is a person
20 in the course of doing business as defined in Health & Safety Code § 25249.11(b) and (ii)
21 has a principal place of business located within the United States, and \$10,000 for all
22 other notices.

23 4.4.7 If Settling Defendant makes a contribution pursuant to this Section and at a
24 later date CEH resolves the alleged violation with the direct or indirect Vendor of the
25 Noncompliant Non-Covered Product, CEH shall notify Settling Defendant and Settling
26 Defendant shall be entitled to a refund of the lesser amount of its contribution or the
27 settlement amount paid by such Vendor. If the settlement or consent judgment between
28 CEH and the direct or indirect Vendor of the Noncompliant Non-Covered Product does

1 not provide for the refund to be paid directly by the Vendor to Settling Defendant, then
2 CEH shall pay the refund to Settling Defendant within 15 days of receiving the Vendor's
3 settlement payment.

4 4.4.8 Any notice served by CEH pursuant to this Section 4.4 shall not be
5 considered a Notice of Violation for purposes of Section 4.2. Nothing in this Section 4.4
6 affects CEH's right to issue a 60-Day Notice under Proposition 65 against any entity other
7 than Settling Defendant.

8 5. PAYMENTS

9 5.1 **Payments by Settling Defendant.** Within five (5) days of entry of this Consent
10 Judgment, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment. The
11 total settlement amount for Settling Defendant shall be paid in three separate checks delivered to
12 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
13 Francisco, California 94117, and made payable and allocated as follows:

14 5.1.1 Settling Defendant shall pay the sum of \$5,930 as a civil penalty pursuant
15 to Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with
16 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
17 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
18 Center For Environmental Health.

19 5.1.2 Settling Defendant shall pay the sum of \$8,900 as a payment in lieu of civil
20 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
21 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
22 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
23 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
24 funds to award grants to grassroots environmental justice groups working to educate and protect
25 people from exposures to toxic chemicals. The method of selection of such groups can be found
26 at the CEH web site at www.keh.org/justicefund. The payment pursuant to this Section shall be
27 made payable to the Center For Environmental Health.

28 5.1.3 Settling Defendant shall also separately pay the sum of \$30,170 to the

1 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
2 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
3 Law Group.

4 **6. MODIFICATION**

5 6.1 **Written Consent.** This Consent Judgment may be modified from time to
6 time by express written agreement of the Parties with the approval of the Court, or by an order of
7 this Court upon motion and in accordance with law.

8 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
9 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
10 modify the Consent Judgment.

11 **7. CLAIMS COVERED AND RELEASED**

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

22 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
23 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
24 Settling Defendant.

25 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an
26 action under Proposition 65 against any person other than Settling Defendant, Defendant
27 Releasees, or Downstream Defendant Releasees.

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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 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 Marc G. Schuback
12 Senior Vice President, General Counsel & Secretary
13 Aeropostale, Inc.
14 112 West 34th Street
15 New York, New York 10120
16 mschuback@aeropostale.com

17 With a copy to:

18 Jeffrey B. Margulies
19 Norton Rose Fulbright US LLP
20 555 South Flower Street, 41st Floor
21 Los Angeles, CA 90071
22 jeff.margulies@nortonrosefulbright.com

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

25 **9. COURT APPROVAL**

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

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.

1 9.3 Upon entry of this Consent Judgment, CEH shall file a request for dismissal of
2 defendant Aeropostale, Inc. from the action without prejudice, such dismissal being expressly
3 subject to the Court's retention of jurisdiction to enforce this Consent Judgment.

4 **10. ATTORNEYS' FEES**

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

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

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

18 **11. OTHER TERMS**

19 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
20 of California.

21 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
22 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
23 assigns of any of them.

24 11.3 This Consent Judgment contains the sole and entire agreement and
25 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
26 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
27 merged herein and therein. There are no warranties, representations, or other agreements between
28 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or

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

8 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
9 that Settling Defendant might have against any other party, whether or not that party is a Settling
10 Defendant.

11 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
12 Consent Judgment.

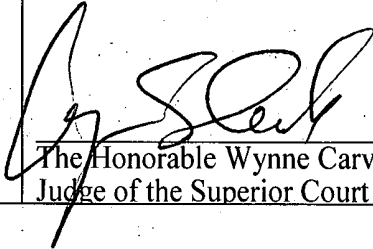
13 11.6 The stipulations to this Consent Judgment may be executed in counterparts
14 and by means of facsimile or portable document format (pdf), which taken together shall be
15 deemed to constitute one document.

16 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
17 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
18 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
19 Party.

20 11.8 The Parties, including their counsel, have participated in the preparation of
21 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
22 This Consent Judgment was subject to revision and modification by the Parties and has been
23 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
24 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
25 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
26 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
27 be resolved against the drafting Party should not be employed in the interpretation of this Consent
28 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

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IT IS SO ORDERED:

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| Dated: <u>9/16</u> , 2015 |  _____ The Honorable Wynne Carvill Judge of the Superior Court |
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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature

CHARIZ PIZARRO

Printed Name

ASSOCIATE DIRECTOR

Title

GOJANE LLC

Signature

Printed Name

Title

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IT IS SO ORDERED:

Dated: _____, 2015

The Honorable Wynne Carvill
Judge of the Superior Court

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

GOJANE LLC

Marc G. Schwaback

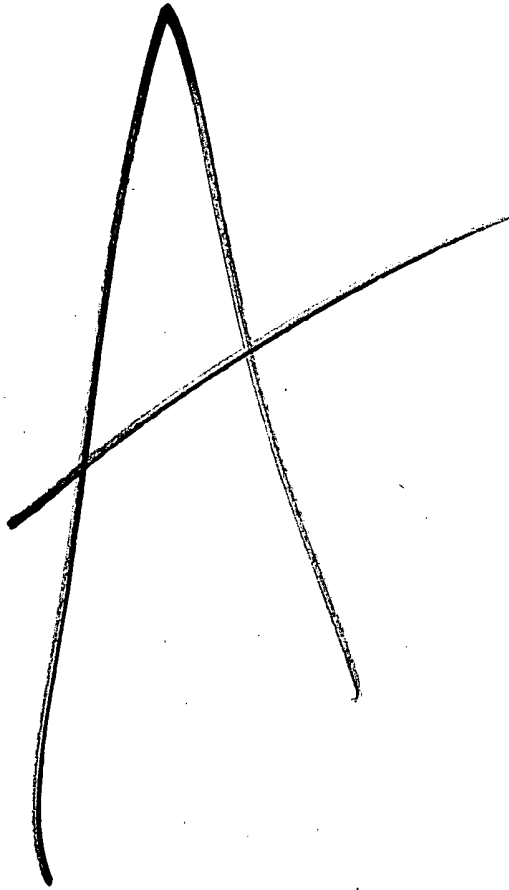
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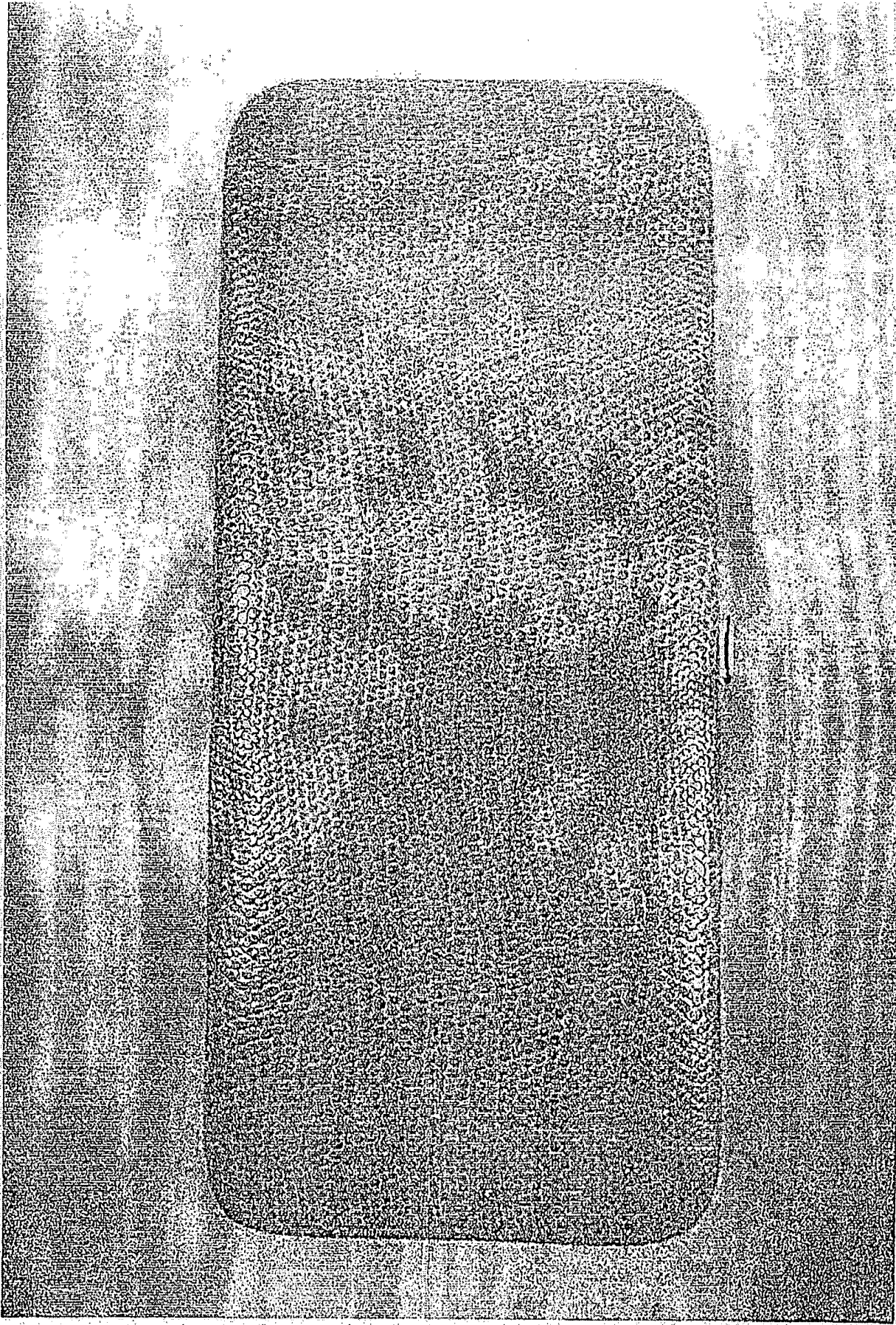
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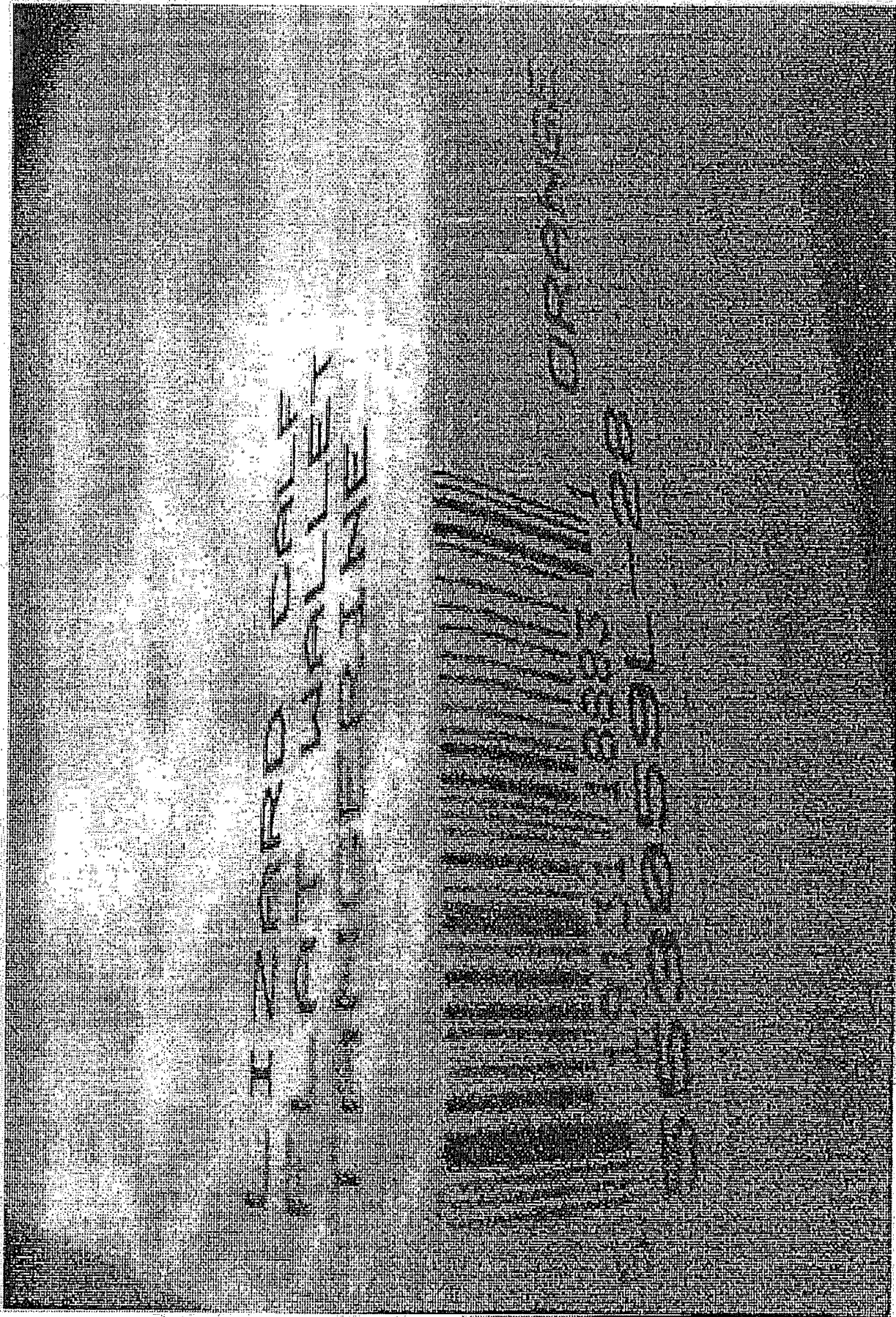
Printed Name

SVP, General Counsel + Secretary

Title







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 AF02383

| 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