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**ENDORSED
FILED
ALAMEDA COUNTY**

MAY 20 2015

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)
)
 Plaintiff,)
)
 v.)
)
 ROCKET DOG BRANDS LLC, et al.,)
)
 Defendants.)

Case No. RG14-749378
km
**[PROPOSED] CONSENT
JUDGMENT AS TO CARRINI, INC.**

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 Carrini, Inc. (“Settling Defendant”).

12 2.2 On June 6, 2014, CEH served a 60-Day Notice of Violation under Proposition
13 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety
14 Code §§ 25249.5, et seq.) (the “Notice”) to Settling Defendant, the California Attorney General,
15 the District Attorneys of every County in the State of California, and the City Attorneys for every
16 City in the State of California with a population greater than 750,000. The Notice alleges that
17 Settling Defendant violated Proposition 65 by exposing persons to Lead contained in footwear
18 without first providing a clear and reasonable Proposition 65 warning.

19 2.3 On November 24, 2014, CEH filed the action *Center for Environmental*
20 *Health v. Rocket Dog Brands LLC, et al.*, Case No. RG14-749378, in the Superior Court of
21 California for Alameda County, naming Settling Defendant as a defendant in that action.

22 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
23 Products in the State of California or has done so in the past.

24 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
25 Court has jurisdiction over the allegations of violations contained in the operative Complaint
26 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
27 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
28 and that this Court has jurisdiction to enter this Consent Judgment.

1 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
2 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
3 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
4 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
5 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
6 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
7 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
8 this action.

9 **3. INJUNCTIVE RELIEF**

10 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
11 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
12 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide
13 Covered Products that comply with the Lead Limits on a nationwide basis.

14 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall
15 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
16 any Covered Product that will be sold or offered for sale to California consumers that contains a
17 material or is made of a component that exceeds the following Lead Limits:

18 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

19 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

20 3.2.3 All other materials or components other than cubic zirconia (sometimes
21 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

22 For purposes of this Section 3.2, when Settling Defendant’s direct customer sells
23 or offers for sale to California consumers a Covered Product after the Effective Date, Settling
24 Defendant is deemed to have “offered for sale to California consumers” that Covered Product.

25 3.3 **Action Regarding Specific Products.**

26 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in
27 California the Specific Products listed on Exhibit B (collectively, the “Section 3.3
28 Products”). On or before the Effective Date, Settling Defendant shall also: (i) cease

1 shipping the Section 3.3 Products to any of its stores and/or customers that resell the
2 Section 3.3 Products in California, and (ii) send instructions to its stores and/or customers
3 that resell the Section 3.3 Products in California instructing them either to: (a) return all of
4 the Section 3.3 Products to Settling Defendant for destruction; or (b) directly destroy the
5 Section 3.3 Products.

6 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all
7 applicable laws.

8 3.3.3 Within 60 days of the Effective Date, Settling Defendant shall provide
9 CEH with written certification from Settling Defendant confirming compliance with the
10 requirements of this Section 3.3.

11 3.4 **Interim Warning Option.** Notwithstanding anything to the contrary in
12 Section 3.2 above, a Covered Product purchased, imported or manufactured by Settling
13 Defendant prior to the Effective Date may, as an alternative to meeting the Lead Limits, be sold
14 or offered for sale to California consumers so long as such Covered Product is accompanied by a
15 Clear and Reasonable Warning that complies with the provisions of Section 3.4.1. A Clear and
16 Reasonable Warning may only be provided for a Covered Product if Settling Defendant
17 reasonably believes the Covered Product does not meet the Lead Limits. During the period for
18 which any warnings are implemented, Settling Defendant shall utilize good faith efforts to
19 achieve reformulation as soon as possible.

20 3.4.1 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
21 Consent Judgment shall state:

22 WARNING: This product contains lead, a chemical known to the State of
23 California to cause birth defects or other reproductive harm.

24 This statement shall be prominently displayed on the Covered Product, on the packaging
25 of the Covered Product, or on a placard or sign provided that the statement is displayed
26 with such conspicuousness, as compared with other words, statements or designs as to
27 render it likely to be read and understood by an ordinary individual prior to sale. If the
28 statement is displayed on a placard or sign where the Covered Product is offered for sale,

1 the warning placard or sign must enable an ordinary individual to easily determine which
2 specific Covered Products the warning applies to, and to differentiate between that
3 Covered Product and other products to which the warning statement does not apply. For
4 internet, catalog or any other sale where the consumer is not physically present, the
5 warning statement shall be displayed in such a manner that it is likely to be read and
6 understood by an ordinary individual prior to the authorization of or actual payment. For
7 internet sales, the warning statement shall be displayed before a consumer commits to
8 purchasing the Covered Product and without the need for the consumer to follow any
9 additional hyperlinks beyond those required as part of the ordinary purchasing process.

10 **4. ENFORCEMENT**

11 4.1 Any Party may, after meeting and conferring, by motion or application for an
12 order to show cause before this Court, enforce the terms and conditions contained in this Consent
13 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
14 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

15 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
16 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

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

25 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a
26 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was
27 observed, (b) the location at which the Covered Product was offered for sale, (c) a
28 description of the Covered Product giving rise to the alleged violation, and of each

1 material or component that is alleged not to comply with the Lead Limits, including a
2 picture of the Covered Product and all identifying information on tags and labels, and (d)
3 all test data obtained by CEH regarding the Covered Product and related supporting
4 documentation, including all laboratory reports, quality assurance reports and quality
5 control reports associated with testing of the Covered Products. Such Notice of Violation
6 shall be based at least in part upon total acid digest testing performed by an independent
7 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
8 themselves sufficient to support a Notice of Violation, although any such testing may be
9 used as additional support for a Notice. The Parties agree that the sample Notice of
10 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of
11 subsections (c) and (d) of this Section 4.2.2.

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

22 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four
23 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
24 fines, costs, penalties, or remedies are provided by law for failure to comply with the
25 Consent Judgment. For purposes of determining the number of Notices of Violation
26 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

3 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation
4 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
5 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
6 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be
7 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
8 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
9 Environmental Health and included with Settling Defendant’s Notice of Election.

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

23 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
24 Settling Defendant shall include in its Notice of Election a detailed description of
25 corrective action that it has undertaken or proposes to undertake to address the alleged
26 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
27 Covered Product will no longer be offered by Settling Defendant or its customers for sale
28 in California. If there is a dispute over the sufficiency of the proposed corrective action or

1 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
2 meet and confer before seeking the intervention of the Court to resolve the dispute. In
3 addition to the corrective action, Settling Defendant shall make a contribution to the
4 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
5 Section 4.3.3 applies.

6 **4.3.3 Limitations in Non-Contested Matters.**

7 (a) If it elects not to contest a Notice of Violation before any motion
8 concerning the violation(s) at issue has been filed, the monetary liability of Settling
9 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
10 4.3.3, if any.

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

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

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

27 (ii) One thousand five hundred dollars (\$1,500) if Settling
28 Defendant is in violation of Section 3.2 only insofar as that Section deems

1 Settling Defendant to have “offered for sale to California consumers” a
2 product sold at retail by Settling Defendant’s customer, provided however,
3 that no contribution is required or payable if Settling Defendant has already
4 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
5 this subsection. This subsection shall apply only to Covered Products that
6 Settling Defendant demonstrates were shipped prior to the Effective Date;
7 or

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

12 **5. PAYMENTS**

13 5.1 **Payments by Settling Defendant.** Settling Defendant shall pay the total sum of
14 \$50,000 as a settlement payment. The total settlement payment shall be made in two (2) equal
15 payments of \$25,000 total within five (5) days and sixty (60) days after the Effective Date. Any
16 failure by Settling Defendant to comply with the payment terms herein shall be subject to a
17 stipulated late fee in the amount of \$50 for each day after the required delivery date the payment
18 is received. The late fees required under this Section shall be recoverable, together with
19 reasonable attorneys’ fees, in an enforcement proceeding brought pursuant to Section 4 of this
20 Consent Judgment. Each settlement payment for Settling Defendant shall be paid in three
21 separate checks and delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503
22 Divisadero Street, San Francisco, California 94117-2212, and made payable and allocated as
23 follows:

24 5.1.1 Settling Defendant shall pay the total sum of \$6,600, in two equal
25 payments, as a civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall apportion
26 this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the
27 State of California’s Office of Environmental Health Hazard Assessment). The civil penalty
28 check shall be made payable to the Center For Environmental Health.

1 5.1.2 Settling Defendant shall pay the total sum of \$9,900, in two equal
2 payments, as a payment in lieu of civil penalty to CEH pursuant to Health & Safety Code §
3 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such funds to
4 continue its work educating and protecting people from exposures to toxic chemicals, including
5 heavy metals. In addition, as part of its Community Environmental Action and Justice Fund,
6 CEH will use four percent of such funds to award grants to grassroots environmental justice
7 groups working to educate and protect people from exposures to toxic chemicals. The method of
8 selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The
9 payment pursuant to this Section shall be made payable to the Center For Environmental Health.

10 5.1.3 Settling Defendant shall also separately pay the total sum of \$33,500, in
11 two equal payments, to the Lexington Law Group as reimbursement of a portion of CEH's
12 reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check shall be
13 made payable to the Lexington Law Group.

14 **6. MODIFICATION**

15 6.1 **Written Consent.** This Consent Judgment may be modified from time to
16 time by express written agreement of the Parties with the approval of the Court, or by an order of
17 this Court upon motion and in accordance with law.

18 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
19 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
20 modify the Consent Judgment.

21 **7. CLAIMS COVERED AND RELEASED**

22 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
23 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
24 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
25 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
26 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
27 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
28 of any violation of Proposition 65 that was or could have been asserted in the Complaint against

1 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
2 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
3 Defendant prior to the Effective Date.

4 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
5 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
6 Settling Defendant.

7 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
8 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices
9 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

10 **8. NOTICE**

11 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
12 notice shall be sent by first class and electronic mail to:

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

18 8.2 When Settling Defendant is entitled to receive any notice under this Consent
19 Judgment, the notice shall be sent by first class and electronic mail to:

20 Jeff Margulies
21 Will Troutman
22 Fulbright & Jaworski LLP
23 555 South Flower Street, Forty-First Floor
24 Los Angeles, CA 90071
25 jeff.margulies@nortonrosefulbright.com
26 william.troutman@nortonrosefulbright.com

27 8.3 Any Party may modify the person and address to whom the notice is to be sent
28 by sending each other Party notice by first class and electronic mail.

29 **9. COURT APPROVAL**

30 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
31 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant

1 shall support entry of this Consent Judgment.

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

5 **10. ATTORNEYS' FEES**

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

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

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

19 **11. TERMINATION**

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

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

1 **12. OTHER TERMS**

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

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

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

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

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

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

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

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Party.

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

IT IS SO ORDERED:

Dated: MAY 20 2015

Wynne Carvill

Judge of the Superior Court

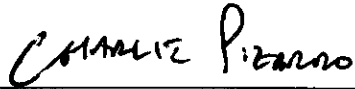
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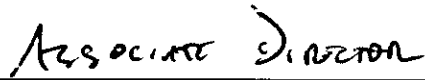
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

CARRINI, INC.

Signature

Printed Name

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

CARRINI, INC.

Eli Chabot

Signature

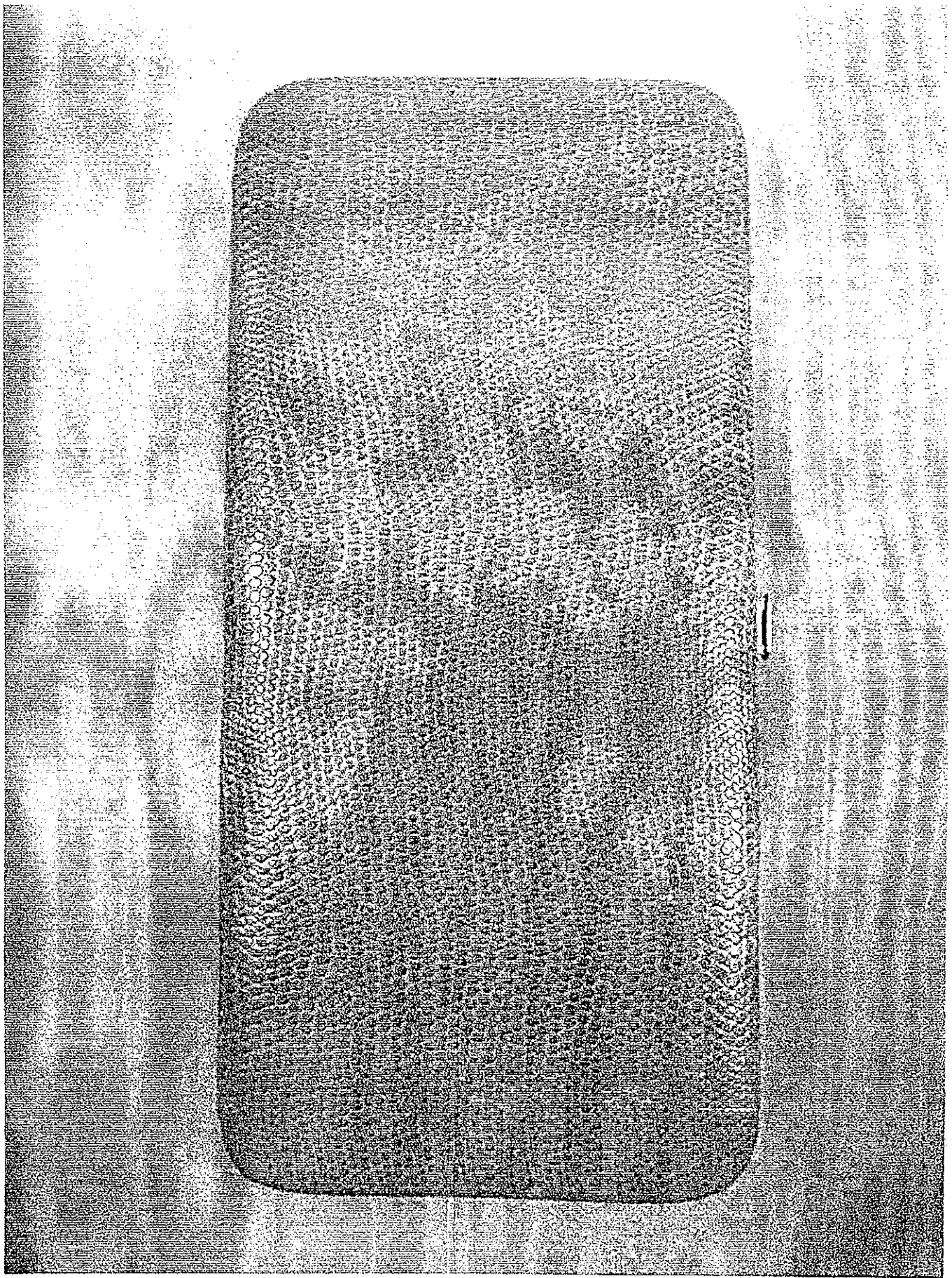
ELI CHABOT

Printed Name

VICE PRESIDENT

Title

Exhibit A



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OFFICE

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

EXHIBIT B
Section 3.3 Products

1. CA Collection by Carrini Fringe Gladiator Moccasins in Camel, T.J. Maxx SKU No. 1000020477437783, T.J. Maxx Style No. 1000020477, SKU No. 8-04833-98344-4, Style No. 52-480
2. If Carrini Chunky Strap Gladiator Sandals in Camel, T.J. Maxx SKU No. 1000020411434097, T.J. Maxx Style No. 1000020411, SKU No. 804833561369, Style No. 12-049
3. If Carrini Open Toe Cork Bottom Wedge Sandals in Camel, T.J. Maxx SKU No. 1000020475437548, T.J. Maxx Style No. 1000020475, SKU No. 8-04833-63476-6, Style No. 17-639
4. If Carrini Cut Out Detail Gladiator Sandals in Turquoise, T.J. Maxx SKU No. 1000020377432030, T.J. Maxx Style No. 1000020377, SKU No. 8-04833-54736-3, Style No. 12-027
5. Carrini Flower Detail Thong Sandals in Yellow, T.J. Maxx SKU No. 1000020417434499, Style No. 12-092
6. Carrini Cut Out Thong Sandals in Yellow, SKU No. 8-04833-54595-6, T.J. Maxx SKU No. 1000020366431296, Style No. 12-024
7. Bucco Bessica Strappy Sandal in Taupe, Nordstrom SKU No. 5364197, SKU No. 8-04833-59105-2
8. Bucco Candice Sandal in White & Brown, Buckle SKU No. 9090243750, Item No. 20412CANDICE
9. Bucco Jetty Gladiator Sandals in Tan, Nordstrom SKU No. 5310018, SKU No. 8-04833-48629-7
10. Bucco Juney Wedge Sandals in Nude & Gold, Nordstrom SKU No. 526954, SKU No. 8-04833-50473-1
11. Bucco Prima Sandal in Green & Orange, Buckle SKU No. 9090263950, Item No. 20412PRIMA
12. Bucco Prima Sandal in Beige, Buckle SKU No. 9090253550, Item No. 20412PRIMA
13. Bucco Rigby Buckle Sandals in Cognac, Nordstrom SKU No. 5364440, SKU No. 8-04833-59026-0
14. Bucco Severina Sandal in Green, Buckle SKU No. 9114715150, Item No. 20412SEVERINA

EXHIBIT B
Section 3.3 Products

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- 15. Bucco Septima Wedge Sandal in Green, Buckle SKU No. 9114673750, Item No. 20412SEPTIMA
- 16. Bucco Silvi Sandal in Black, Buckle SKU No. 9114684150, Item No. 20412SILVI
- 17. Modern Rebel Marais Strappy Low Heel Sandals in Beige, Buckle SKU No. 9207233550, SKU No. 8-04833-51896-7, Item No. 20412MARAIS, Style No. MARAIS