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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
VM
~~PROPOSED~~ CONSENT
JUDGMENT AS TO TOBI.COM,
LLC

1. DEFINITIONS

- 1.1 "Covered Products" means footwear, belts, wallets, handbags, purses, clutches and clothing that are Manufactured, distributed, sold or offered for sale by Settling Defendant.
- 1.2 "Effective Date" means the date on which this Consent Judgment is entered by the Court.
- 1.3 "Lead Limits" means the maximum concentrations of lead and lead compounds ("Lead") by weight specified in Section 3.2.
- 1.4 "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 Tobi.com, LLC (“Settling Defendant”).

12 2.2 On June 6, June 26, and October 31, 2014, CEH served 60-Day Notices of
13 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,
14 California Health & Safety Code §§ 25249.5, et seq.) (the “Notices”) on Settling Defendant, the
15 California Attorney General, the District Attorneys of every County in the State of California, and
16 the City Attorneys for every City in the State of California with a population greater than
17 750,000. The Notices allege that Settling Defendant violated Proposition 65 by exposing persons
18 to Lead contained in Covered Products, without first providing a clear and reasonable Proposition
19 65 warning.

20 2.3 On April 24, 2014, CEH filed the action *CEH v. Miz Mooz, Inc., et al.*, Case
21 No. RG 14-722783, in the Superior Court of California for Alameda County. On November 24,
22 2014, CEH amended the operative *Miz Mooz* complaint to name Settling Defendant as Doe 301.
23 The *Miz Mooz* complaint is deemed amended such that the term Fashion Accessories when used
24 with respect to Settling Defendant only includes clothing, footwear, belts, wallets, handbags,
25 purses, and clutches made with leather, vinyl or imitation leather materials.

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

28 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this

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

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

13 3. INJUNCTIVE RELIEF

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

18 3.2 **Lead Limits.** Commencing on the Effective Date, subject to Section 3.4
19 below, Settling Defendant shall not purchase, import, Manufacture, supply to an unaffiliated third
20 party, or sell or offer for sale any Covered Product that will be sold or offered for sale to
21 California consumers that contains a material or is made of a component that exceeds the
22 following Lead Limits:

23 3.2.1 Paint or other Surface Coatings: 90 parts per million ("ppm").

24 3.2.2 Polyvinyl chloride ("PVC"): 200 ppm.

25 3.2.3 All other materials or components other than cubic zirconia (sometimes
26 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

27
28

1 3.3 **Action Regarding Specific Products.**

2 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in
3 California the following products: (i) the Tobi Verty Zelda Leather Peplum Top in Red,
4 SKU No. TOBWCAS3078REDM; (ii) the Tobi Sweet Caroline Flats in Red, SKU No.
5 TOBWSHOA914RED35; (iii) the Tobi Dani Handbag in Red, SKU No.
6 TOBWBAG26CHREDOS, Item No. CP-2026# RED; (iv) Tobi Phase Out Heels in Red,
7 SKU No. TOBWSHO9917RED37; (v) Tobi Full Throng Sandal in Camel, SKU No.
8 TOBWSHOFK48CAM37; and (vi) Tobi Studded Belt in Neon Pink; SKU No.
9 TOBWBLT027BNPKOS, to the extent the lead level in such products are above the Lead
10 Limits set forth in Section 3.2 (the "Unreformulated Section 3.3 Products"). On or before
11 the Effective Date, Settling Defendant shall also: (i) cease shipping the Unreformulated
12 Section 3.3 Products to any of its stores and/or customers that resell the Unreformulated
13 Section 3.3 Products in California, and (ii) send instructions to its stores and/or customers
14 that resell the Unreformulated Section 3.3 Products in California instructing them either
15 to: (a) return all of the Unreformulated Section 3.3 Products to Settling Defendant for
16 destruction; or (b) directly destroy the Unreformulated Section 3.3 Products.

17 3.3.2 Any destruction of the Unreformulated Section 3.3 Products shall be in
18 compliance with all applicable laws.

19 3.3.3 Within sixty days of the Effective Date, Settling Defendant shall provide
20 CEH with written certification from Settling Defendant confirming compliance with the
21 requirements of this Section 3.3.

22 3.4 **Interim Warning Option.** Notwithstanding anything to the contrary in
23 Section 3.2 above, a Covered Product purchased, imported or manufactured by Settling
24 Defendant prior to May 1, 2015 may, as an alternative to meeting the Lead Limits, be sold or
25 offered for sale to California consumers so long as such Covered Product is accompanied by a
26 Clear and Reasonable Warning that complies with the provisions of Section 3.4.1. A Clear and
27 Reasonable Warning may only be provided for a Covered Product if Settling Defendant
28 reasonably believes the Covered Product does not meet the Lead Limits. During the period for

1 which any warnings are implemented, Settling Defendant shall utilize good faith efforts to
2 achieve reformulation as soon as possible.

3 **3.4.1 Proposition 65 Warnings.** A Clear and Reasonable Warning under this
4 Consent Judgment shall state:

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

7 This statement shall be prominently displayed on the Covered Product, on the packaging
8 of the Covered Product, or on a placard or sign provided that the statement is displayed
9 with such conspicuousness, as compared with other words, statements or designs as to
10 render it likely to be read and understood by an ordinary individual prior to sale. If the
11 statement is displayed on a placard or sign where the Covered Product is offered for sale,
12 the warning placard or sign must enable an ordinary individual to easily determine which
13 specific Covered Products the warning applies to, and to differentiate between that
14 Covered Product and other products to which the warning statement does not apply. For
15 internet, catalog or any other sale where the consumer is not physically present, the
16 warning statement shall be displayed in such a manner that it is likely to be read and
17 understood by an ordinary individual prior to the authorization of or actual payment. For
18 internet sales, the warning statement shall be displayed before a consumer commits to
19 purchasing the Covered Product and without the need for the consumer to follow any
20 additional hyperlinks beyond those required as part of the ordinary purchasing process.

21 **4. ENFORCEMENT**

22 4.1 Any Party may, after meeting and conferring, by motion or application for an
23 order to show cause before this Court, enforce the terms and conditions contained in this Consent
24 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
25 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

26 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
27 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

28 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling

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

9 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a
10 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was
11 observed, (b) the location at which the Covered Product was offered for sale, (c) a
12 description of the Covered Product giving rise to the alleged violation, and of each
13 material or component that is alleged not to comply with the Lead Limits, including a
14 picture of the Covered Product and all identifying information on tags and labels, and (d)
15 all test data obtained by CEH regarding the Covered Product and related supporting
16 documentation, including all laboratory reports, quality assurance reports and quality
17 control reports associated with testing of the Covered Products. Such Notice of Violation
18 shall be based at least in part upon total acid digest testing performed by an independent
19 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
20 themselves sufficient to support a Notice of Violation, although any such testing may be
21 used as additional support for a Notice. The Parties agree that the sample Notice of
22 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of
23 subsections (c) and (d) of this Section 4.2.2.

24 **4.2.3 Additional Documentation.** CEH shall promptly make available for
25 inspection and/or copying upon request by and at the expense of Settling Defendant, all
26 supporting documentation related to the testing of the Covered Products and associated
27 quality control samples, including chain of custody records, all laboratory logbook entries
28 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts

1 from all analytical instruments relating to the testing of Covered Product samples and any
2 and all calibration, quality assurance, and quality control tests performed or relied upon in
3 conjunction with the testing of the Covered Products, obtained by or available to CEH that
4 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
5 any exemplars of Covered Products tested.

6 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four
7 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
8 fines, costs, penalties, or remedies are provided by law for failure to comply with the
9 Consent Judgment. For purposes of determining the number of Notices of Violation
10 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

15 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation
16 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
17 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
18 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
19 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
20 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
21 Environmental Health and included with Settling Defendant's Notice of Election.

22 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
23 Election shall include all then-available documentary evidence regarding the alleged
24 violation, including any test data. Within 30 days after CEH's receipt of the Notice of
25 Election the parties shall meet and confer to attempt to resolve their dispute. Should such
26 attempts at meeting and conferring fail, CEH may after such 30-day period file an
27 enforcement motion or application pursuant to Section 4.1. If Settling Defendant
28 withdraws its Notice of Election to contest the Notice of Violation before any motion

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

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

19 **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

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

12 (ii) Not required or payable, if the Notice of Violation identifies
13 the same Covered Product or Covered Products, differing only in size or
14 color, that have been the subject of another Notice of Violation within the
15 preceding 12 months.

16 **5. PAYMENTS**

17 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective
18 Date, Settling Defendant shall pay the total sum of \$80,000 as a settlement payment. The total
19 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
20 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
21 Francisco, California 94117-2212, and made payable and allocated as follows:

22 5.1.1 Settling Defendant shall pay the sum of \$10,600 as a civil penalty pursuant
23 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
24 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
25 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
26 Center For Environmental Health.

27 5.1.2 Settling Defendant shall pay the sum of \$15,900 as a payment in lieu of
28 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of

1 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
2 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
3 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
4 funds to award grants to grassroots environmental justice groups working to educate and protect
5 people from exposures to toxic chemicals. The method of selection of such groups can be found
6 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
7 made payable to the Center For Environmental Health.

8 5.1.3 Settling Defendant shall also separately pay the sum of \$53,500 to the
9 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
10 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
11 Law Group.

12 **6. MODIFICATION**

13 6.1 **Written Consent.** This Consent Judgment may be modified from time to
14 time by express written agreement of the Parties with the approval of the Court, or by an order of
15 this Court upon motion and in accordance with law.

16 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
17 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
18 modify the Consent Judgment.

19 **7. CLAIMS COVERED AND RELEASED**

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

1 Defendant prior to the Effective Date.

2 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
3 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
4 Settling Defendant.

5 **8. NOTICE**

6 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
7 notice shall be sent by first class and electronic mail to:

8 Eric S. Somers
9 Lexington Law Group
10 503 Divisadero Street
11 San Francisco, CA 94117
12 esomers@lexlawgroup.com

13 8.2 When Settling Defendant is entitled to receive any notice under this Consent
14 Judgment, the notice shall be sent by first class and electronic mail to:

15 Joshua A. Bloom
16 Barg Coffin Lewis & Trapp, LLP
17 350 California Street, 22nd Floor
18 San Francisco, CA 94104
19 jab@bcltlaw.com

20 8.3 Any Party may modify the person and address to whom the notice is to be sent
21 by sending each other Party notice by first class and electronic mail.

22 **9. COURT APPROVAL**

23 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
24 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
25 shall support entry of this Consent Judgment.

26 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
27 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
28 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. ATTORNEYS' FEES

10.1 Should CEH prevail on any motion, application for an order to show cause or
other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its

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

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

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

12 **11. TERMINATION**

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

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

22 **12. OTHER TERMS**

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

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

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

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

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

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

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

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

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

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

4 **IT IS SO ORDERED:**


5 FEB 04 2015

6 Dated: _____

7 **Wynne Carvill**
8 _____
9 Judge of the Superior Court

10 **IT IS SO STIPULATED:**

11 **CENTER FOR ENVIRONMENTAL HEALTH**

12 
13 _____
14 Signature

15 **CHARLE PIZARRO**
16 _____
17 Printed Name

18 **ASSOCIATE DIRECTOR**
19 _____
20 Title

21 **TOBI.COM, LLC**

22 _____
23 Signature

24 _____
25 Printed Name

26 _____
27 Title

28

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

4 **IT IS SO ORDERED:**

5
6 Dated: _____
7 _____
8 Judge of the Superior Court

9
10 **IT IS SO STIPULATED:**

11
12
13 **CENTER FOR ENVIRONMENTAL HEALTH**

14 _____
15 Signature

16 _____
17 Printed Name

18 _____
19 Title

20 **TOBL.COM, LLC**

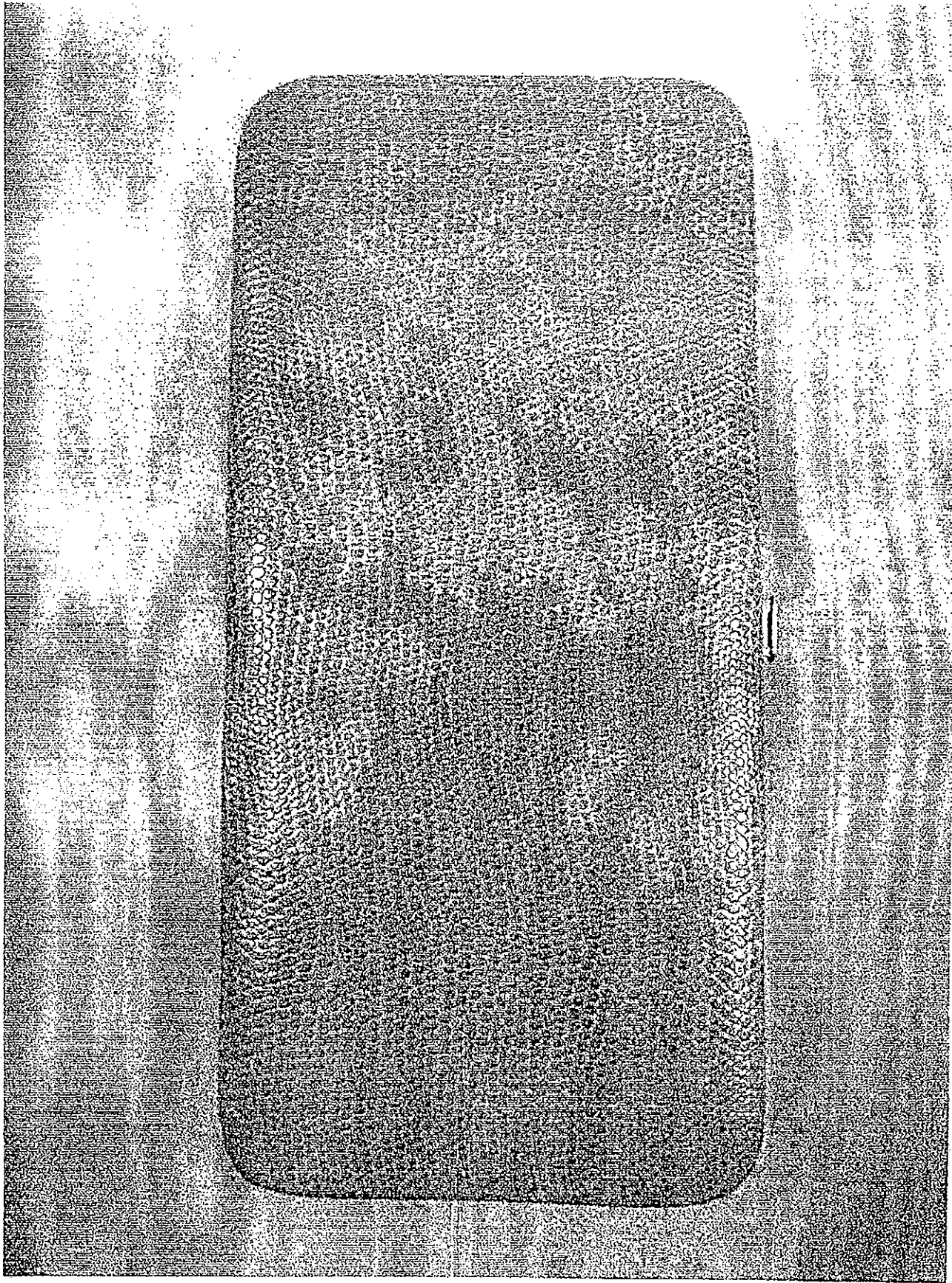
21 
22 _____
23 Signature

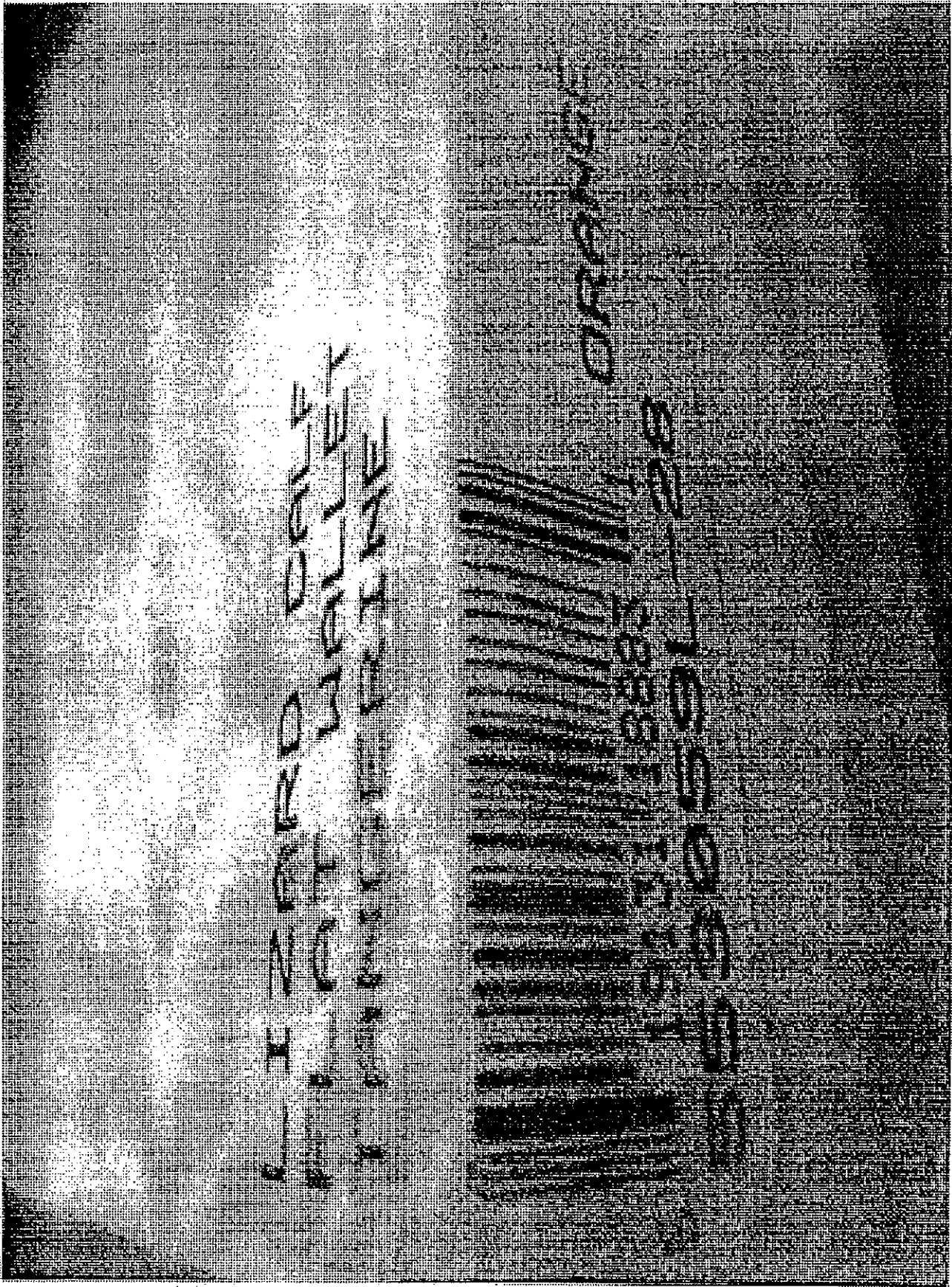
24 Kenneth Chan
25 Printed Name

26 CEO
27 Title

28

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