

MAY 20 2015

K. McCoy, Exec. Off./Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

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

Case No. RG 14-749378  
*KM*  
~~PROPOSED~~ CONSENT  
JUDGMENT AS TO SASHA  
HANDBAGS, INC.

**1. DEFINITIONS**

- 1.1 "Covered Products" means wallets, handbags, purses, and clutches 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 Sasha Handbags, Inc. (“Settling Defendant”).

12          2.2           On May 24, 2013 and June 26, 2014, CEH served 60-Day Notices of Violation  
13 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California  
14 Health & Safety Code §§ 25249.5, et seq.) (the “Notices”) on Settling Defendant, the California  
15 Attorney General, the District Attorneys of every County in the State of California, and the City  
16 Attorneys for every City in the State of California with a population greater than 750,000. The  
17 Notices allege that Settling Defendant violated Proposition 65 by exposing persons to Lead  
18 contained in Covered Products, without first providing a clear and reasonable Proposition 65  
19 warning.

20          2.3           On November 24, 2014, CEH filed the action *Center for Environmental*  
21 *Health v. Rocket Dog Brands, LLC, et al.*, Case No. RG 14-749378, in the Superior Court of  
22 California for Alameda County, naming Settling Defendant as a defendant.

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

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

1 and that this Court has jurisdiction to enter this Consent Judgment.

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

10 **3.       INJUNCTIVE RELIEF**

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

15           3.2           **Lead Limits.** Commencing on the Effective Date, subject to Section 3.4  
16 below, Settling Defendant shall not purchase, import, Manufacture, supply to an unaffiliated third  
17 party, or sell or offer for sale any Covered Product, which Covered Product will be sold or  
18 offered for sale to California consumers, that contains a material or is made of a component that  
19 exceeds the following Lead Limits:

20                   3.2.1   Paint or other Surface Coatings: 90 parts per million (“ppm”).

21                   3.2.2   Polyvinyl chloride (“PVC”): 200 ppm.

22                   3.2.3   All other materials or components other than cubic zirconia (sometimes  
23 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

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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 Sasha Envelope Clutch in Black, Item No. 25-50170778, Style No.  
4                   CL1889BL/BU to the extent the lead level in such products are above the Lead Limits set  
5                   forth in Section 3.2 (the “Unreformulated Section 3.3 Product”). On or before the  
6                   Effective Date, Settling Defendant shall also: (i) cease shipping the Unreformulated  
7                   Section 3.3 Product to any of its stores and/or customers that resell the Unreformulated  
8                   Section 3.3 Product in California, and (ii) send instructions to its stores and/or customers  
9                   that resell the Unreformulated Section 3.3 Product in California instructing them either to:  
10                  (a) return all of the Unreformulated Section 3.3 Product to Settling Defendant for  
11                  destruction; or (b) directly destroy the Unreformulated Section 3.3 Product.

12                  3.3.2   Any destruction of the Unreformulated Section 3.3 Product shall be in  
13                  compliance with all applicable laws.

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

17           **3.4           Warning Option.** Notwithstanding anything to the contrary in Section 3.2  
18           above, a Covered Product purchased, imported or Manufactured by Settling Defendant may, as an  
19           alternative to meeting the Lead Limits, be sold or offered for retail sale in California with a Clear  
20           and Reasonable Warning that complies with the provisions of Section 3.4.1. A Clear and  
21           Reasonable Warning may only be provided for a Covered Product if Settling Defendant  
22           reasonably believes that such Covered Product does not meet the Lead Limits. Notwithstanding  
23           this Section 3.4, Settling Defendant shall utilize good faith efforts to achieve reformulation as  
24           soon as possible for as many Covered Products as possible.

25                  3.4.1   **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
26                  Consent Judgment shall state:

27                  WARNING: This product contains a chemical(s) known to the State of California  
28                  to cause cancer and/or birth defects or other reproductive harm.

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

15 **4. ENFORCEMENT**

16 4.1 Any Party may, after meeting and conferring, by motion or application for an  
17 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
18 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent  
19 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3, as applicable and  
20 subject to the meet and confer requirements below.

21 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
22 3.2 and 3.3 by issuing a Notice of Violation pursuant to this Section 4.2.

23 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
24 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
25 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
26 Defendant with the test data required by Section 4.2.2(d) below if within the initial 45 day  
27 period, and notwithstanding CEH's good faith efforts, it has not yet obtained it from its  
28 laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a Covered

1 Product so long as: (a) the identity of the supplier cannot be discerned from the labeling of  
2 the Covered Product; and (b) the Notice of Violation to the supplier is served within 45  
3 days of the date the supplier is identified by CEH.

4 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a  
5 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was  
6 observed, (b) the location at which the Covered Product was offered for sale, (c) a  
7 description of the Covered Product giving rise to the alleged violation, and of each  
8 material or component that is alleged not to comply with the Lead Limits, including a  
9 picture of the Covered Product and all identifying information on tags and labels, and (d)  
10 all test data obtained by CEH regarding the Covered Product and related supporting  
11 documentation, including all laboratory reports, quality assurance reports and quality  
12 control reports associated with testing of the Covered Products. Such Notice of Violation  
13 shall be based at least in part upon total acid digest testing performed by an independent  
14 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
15 themselves sufficient to support a Notice of Violation, although any such testing may be  
16 used as additional support for a Notice. The Parties agree that the sample Notice of  
17 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
18 subsections (c) and (d) of this Section 4.2.2.

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

1                   4.2.4 **Multiple Notices.** If Settling Defendant has received more than four  
2 Notices of Violation in any 12-month period, at CEH’s option, CEH may seek whatever  
3 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
4 Consent Judgment. For purposes of determining the number of Notices of Violation  
5 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

10               4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation  
11 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
12 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
13 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
14 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
15 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
16 Environmental Health and included with Settling Defendant’s Notice of Election.

17               4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of  
18 Election shall include all then-available documentary evidence regarding the alleged  
19 violation, including any test data and any evidence regarding any contention by Settling  
20 Defendant that a Clear and Reasonable Warning was provided under Section 3.4. Within  
21 30 days after CEH’s receipt of the Notice of Election the parties shall meet and confer to  
22 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
23 CEH may after such 30-day period file an enforcement motion or application pursuant to  
24 Section 4.1. If Settling Defendant withdraws its Notice of Election to contest the Notice  
25 of Violation before any motion concerning the violations alleged in the Notice of  
26 Violation is filed pursuant to Section 4.1, Settling Defendant shall make a contribution to  
27 the Proposition 65 Fashion Accessory Testing Fund in the amount of \$12,500 and shall  
28 comply with all of the non-monetary provisions of Section 4.3.2. If, at any time prior to

1 reaching an agreement or obtaining a decision from the Court, CEH or Settling Defendant  
2 acquires additional test or other data or evidence regarding the alleged violation, it shall  
3 promptly provide all such data or information to the other Party.

4           **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,  
5 Settling Defendant shall include in its Notice of Election a detailed description of  
6 corrective action that it has undertaken or proposes to undertake to address the alleged  
7 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
8 Covered Product identified in the Notice of Violation will no longer be offered by Settling  
9 Defendant or its customers for sale in California. If there is a dispute over the sufficiency  
10 of the proposed corrective action or its implementation, CEH shall promptly notify  
11 Settling Defendant and the Parties shall meet and confer before seeking the intervention of  
12 the Court to resolve the dispute. In addition to the corrective action, Settling Defendant  
13 shall make a contribution to the Fashion Accessory Testing Fund in the amount of  
14 \$10,000, unless one of the provisions of Section 4.3.3 applies.

15           **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

25                   (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
26 Defendant, prior to receiving and accepting for distribution or sale the  
27 Covered Product identified in the Notice of Violation, obtained test results  
28 demonstrating that all of the materials or components in the Covered



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

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

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

## 21 **5. PAYMENTS**

22 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective  
23 Date, Settling Defendant shall pay the total sum of \$55,000 as a settlement payment. The total  
24 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to  
25 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San  
26 Francisco, California 94117-2212, and made payable and allocated as follows:

27 5.1.1 Settling Defendant shall pay the sum of \$7,250 as a civil penalty pursuant  
28 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with

1 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of  
2 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the  
3 Center For Environmental Health.

4 5.1.2 Settling Defendant shall pay the sum of \$10,900 as a payment in lieu of  
5 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
6 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
7 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
8 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
9 funds to award grants to grassroots environmental justice groups working to educate and protect  
10 people from exposures to toxic chemicals. The method of selection of such groups can be found  
11 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
12 made payable to the Center For Environmental Health.

13 5.1.3 Settling Defendant shall also separately pay the sum of \$36,850 to the  
14 Lexington Law Group as reimbursement of a portion of CEH’s reasonable attorneys’ fees and  
15 costs. The attorneys’ fees and cost reimbursement check shall be made payable to the Lexington  
16 Law Group.

17 **6. MODIFICATION**

18 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
19 time by express written agreement of the Parties with the approval of the Court, or by an order of  
20 this Court upon motion and in accordance with law.

21 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
22 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
23 modify the Consent Judgment.

24 **7. CLAIMS COVERED AND RELEASED**

25 7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
26 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
27 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
28 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell

1 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
2 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)  
3 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
4 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
5 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
6 Defendant prior to the Effective Date.

7 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
8 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
9 Settling Defendant.

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 Joshua A. Bloom  
21 Barg Coffin Lewis & Trapp, LLP  
22 350 California Street, 22nd Floor  
23 San Francisco, CA 94104  
24 jab@bcltlaw.com

25 8.3 Any Party may modify the person and address to whom the notice is to be sent  
26 by sending each other Party notice by first class and electronic mail.

27 **9. COURT APPROVAL**

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

1 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
2 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

3 **10. ATTORNEYS' FEES**

4 10.1 Should CEH prevail on any motion, application for an order to show cause or  
5 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
6 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
7 Settling Defendant prevail on any motion application for an order to show cause or other  
8 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
9 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
10 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
11 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
12 Code of Civil Procedure §§ 2016, *et seq.*

13 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
14 its own attorneys' fees and costs.

15 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
16 sanctions pursuant to law.

17 **11. TERMINATION**

18 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
19 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such  
20 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
21 Court of Alameda County.

22 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
23 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
24 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
25 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
26 shall survive any termination.

27 **12. OTHER TERMS**

28 12.1 The terms of this Consent Judgment shall be governed by the laws of the State

1 of California.

2 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
3 Defendant, and the successors or assigns of any of them.

4 12.3 This Consent Judgment contains the sole and entire agreement and  
5 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
6 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
7 merged herein and therein. There are no warranties, representations, or other agreements between  
8 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
9 implied, other than those specifically referred to in this Consent Judgment have been made by any  
10 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
11 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
12 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
13 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
14 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
15 whether or not similar, nor shall such waiver constitute a continuing waiver.

16 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
17 that Settling Defendant might have against any other party, whether or not that party is a Settling  
18 Defendant.

19 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
20 Consent Judgment.

21 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
22 and by means of facsimile or portable document format (pdf), which taken together shall be  
23 deemed to constitute one document.

24 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
25 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
26 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
27 Party.

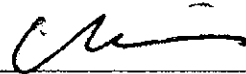
28 12.8 The Parties, including their counsel, have participated in the preparation of

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

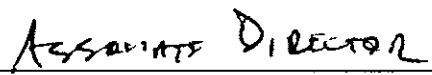
9  
10 **IT IS SO ORDERED:**  
11 **MAY 20 2015**

12 Dated: \_\_\_\_\_ **Wynne Carver**  
13 Judge of the Superior Court

14 **IT IS SO STIPULATED:**  
15  
16 **CENTER FOR ENVIRONMENTAL HEALTH**

17  
18   
19 \_\_\_\_\_  
Signature

20   
21 \_\_\_\_\_  
Printed Name

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**SASHA HANDBAGS, INC.**



Signature

EROL DEVL

Printed Name

PRESIDENT

Title

# **Exhibit A**





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## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

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

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

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable