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ENDORSED  
FILED  
ALAMEDA COUNTY

JUL 29 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. RG 14-749378

) ~~PROPOSED~~ CONSENT  
) JUDGMENT AS TO LA VANI INC.

**1. DEFINITIONS**

1.1 “Covered Products” means wallets, handbags, purses and clutches that are sold or offered for sale by Settling Defendant.

1.2 “Effective Date” means five (5) days after Plaintiff Center for Environmental Health’s counsel of record provides written notice to Defendant La Vani Inc.’s counsel of record that this Consent Judgment has been approved and 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 La Vani Inc. (“Settling Defendant”).

12          2.2           CEH provided Settling Defendant, the California Attorney General, the  
13 District Attorneys of every County in the State of California, and the City Attorneys for every  
14 City in the State of California with a population greater than 750,000 with a 60-Day Notice of  
15 Violation dated June 26, 2014 under Proposition 65 (The Safe Drinking Water and Toxic  
16 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*) (the “Notice”).  
17 The Notice alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead  
18 contained in wallets, handbags, purses and clutches without first providing a clear and reasonable  
19 Proposition 65 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 in that action.

23          2.4           Settling Defendant offers for sale Covered Products in the State of California  
24 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 pursuant to California Code of  
2 Civil Procedure § 664.6 and Proposition 65.

3           2.6           Nothing in this Consent Judgment is or shall be construed as an admission by  
4 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
5 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
6 finding, conclusion of law, issue of law, or violation of law or liability by Settling Defendant.  
7 Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or  
8 defense the Parties may have in any other legal proceeding. This Consent Judgment is the  
9 product of negotiation and compromise and is accepted by the Parties for purposes of settling,  
10 compromising and resolving issues disputed in this action. However, nothing in this section 2.6  
11 shall affect the Parties' obligations, duties, and responsibilities under this Consent Judgment.

### 12 **3. INJUNCTIVE RELIEF**

13           3.1           **Specification Compliance Date.** To the extent it has not already done so, no  
14 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its  
15 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts, in the  
16 future, to provide Settling Defendant Covered Products that comply with the Lead Limits as  
17 stated in Section 3.2 of this Consent Judgment on a nationwide basis.

18           3.2           **Lead Limits.** Commencing on the Effective Date, except as described in  
19 section 3.4 of this Consent Judgment, Settling Defendant shall only sell or offer for sale Covered  
20 Products that will be sold or offered for sale to California consumers that contain materials or are  
21 made of components that contain less than or equal to the following Lead Limits:

22                   3.2.1   Paint or other Surface Coatings: 90 parts per million ("ppm");

23                   3.2.2   Polyvinyl chloride ("PVC"): 200 ppm; and

24                   3.2.3   All other materials or components other than cubic zirconia (sometimes  
25 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm ("Reformulated Products").

#### 26           3.3           **Action Regarding Specific Products.**

27                   3.3.1   On or before the Effective Date, Settling Defendant shall cease selling in  
28 California the following products: (i) the Vani Dasein Snakeskin Embossed Checkbook Wallet in

1 Green, Item No. DTDT370-70497; (ii) the Vani Dasein Snakeskin Embossed Checkbook Wallet  
2 in Blossom Red, Item No. W.370-70497; (iii) the Dasein Patent Croco Chic Bi-Fold Checkbook  
3 Wallet in Coffee, Item No. MFF2237-152244; (iv) the Dasein Patent Croco Chic Bi-Fold  
4 Checkbook Wallet in Red, Item No. BBB12237-152244; (v) the Dasein Color-Blocked Bi-Fold  
5 Wallet in Mint Green & Coffee, Item No. DFD2456-152237; and (vi) the Dasein Color-Blocked  
6 Bi-Fold Wallet in Red & Black, Item No. BAB2456-152237 (collectively, the “Section 3.3  
7 Products”) unless the Section 3.3. Products comply with the Lead Limits in Section 3.2. On or  
8 before the Effective Date, Settling Defendant shall also: (i) cease shipping the Section 3.3  
9 Products to any of its stores and/or customers that resell the Section 3.3 Products in California;  
10 and (ii) send instructions to its stores and/or customers that resell the Section 3.3 Products in  
11 California instructing them either to: (a) return all of the Section 3.3 Products to Settling  
12 Defendant; or (b) directly destroy the Section 3.3 Products.

13           3.3.2 Any destruction of the Section 3.3 Products by Settling Defendant shall be  
14 in compliance with all applicable laws.

15           3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall  
16 provide CEH with written certification from Settling Defendant confirming compliance with the  
17 requirements of this Section 3.3.

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

1                   3.4.1 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
2 Consent Judgment shall state:

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

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

19 **4. ENFORCEMENT**

20                   4.1           Either CEH or Settling Defendant may, after meeting and conferring, by  
21 motion or application for an order to show cause before this Court, enforce the terms and  
22 conditions contained in this Consent Judgment. Enforcement of the terms and conditions of  
23 Section 3.2 of this Consent Judgment shall be brought exclusively pursuant to Sections 4.2  
24 through 4.3.

25                   4.2           **Notice of Violation.** CEH may seek to enforce the requirements of Section  
26 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

27                   4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
28 Defendant within 45 days of the date the alleged violation(s) was or were observed, provided,

1 however, that: (i) CEH may have up to an additional 45 days to provide Settling Defendant with  
2 the test data required by Section 4.2.2(d) below if it has not yet obtained it from its laboratory;  
3 and (ii) CEH may serve a Notice of Violation to a supplier of a Covered Product so long as: (a)  
4 the identity of the supplier cannot be discerned from the labeling of the Covered Product; and (b)  
5 the Notice of Violation to the supplier is served within 45 days of the date the supplier is  
6 identified by CEH.

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

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

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

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

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

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

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

1 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
2 other data regarding the alleged violation, it shall promptly provide all such data or  
3 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 will no longer be offered by Settling Defendant or its customers for sale  
9 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
10 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
11 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
12 addition to the corrective action, Settling Defendant shall make a contribution to the  
13 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
14 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



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

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

**5. PAYMENTS**

**5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective Date, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment. The total settlement amount for Settling Defendant shall be paid in three separate checks and delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San Francisco, California 94117-2212, and made payable and allocated as follows:

5.1.1 Settling Defendant shall pay the sum of \$5,930 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the Center for Environmental Health.

5.1.2 Settling Defendant shall pay the sum of \$8,900 as a payment in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part of its Community Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice groups working to educate and protect

1 people from exposures to toxic chemicals. The method of selection of such groups can be found  
2 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
3 made payable to the Center for Environmental Health.

4           5.1.3 Settling Defendant shall also separately pay the sum of \$30,170 to the  
5 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
6 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
7 Law Group.

## 8 **6. MODIFICATION**

9           6.1 **Written Consent.** This Consent Judgment may be modified from time to  
10 time by express written agreement of the Parties with the approval of the Court, or by an order of  
11 this Court upon motion and in accordance with law.

12           6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
13 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
14 modify the Consent Judgment.

## 15 **7. CLAIMS COVERED AND RELEASED**

16           7.1 CEH acting on its own behalf and in the public interest releases Settling  
17 Defendant, and its parents, subsidiaries, affiliated entities that are under common ownership,  
18 directors, officers, employees, and attorneys ("Defendant Releasees"), and each entity to whom  
19 they directly or indirectly distribute or sell Covered Products, including but not limited to  
20 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and  
21 licensees ("Downstream Defendant Releasees") from all claims under Proposition 65 based on  
22 alleged exposure to Lead from Covered Products sold by Settling Defendant up through the  
23 Effective Date.

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

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1           7.3           This Consent Judgment resolves all monetary claims CEH has asserted against  
2 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
3 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

4           **8.     NOTICE**

5           8.1           When CEH is entitled to receive any notice under this Consent Judgment, the  
6 notice shall be sent by first class and electronic mail to:

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

12           8.2           When Settling Defendant is entitled to receive any notice under this Consent  
13 Judgment, the notice shall be sent by first class and electronic mail to:

14                              Malcolm C. Weiss  
15                              Stephanie Chen  
16                              Hunton & Williams LLP  
17                              550 South Hope Street, Suite 2000  
18                              Los Angeles, California 90071  
19                              mweiss@hunton.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 five (5) days after CEH's  
24 counsel provides written notice to Settling Defendant's counsel that this Consent Judgment has  
25 been approved and entered by the Court. CEH shall prepare and file a Motion for Approval of  
26 this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

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

**10.    ATTORNEYS' FEES**

          10.1           Except as otherwise provided in this Consent Judgment, each Party shall bear

1 its own attorneys' fees and costs.

2 10.2 Nothing in this Section 10 shall preclude a Party from seeking an award of  
3 sanctions pursuant to law.

4 **11. TERMINATION**

5 11.1 This Consent Judgment shall automatically terminate on January 1, 2019.

6 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
7 be of no further force or effect as to the terminated parties.

8 **12. OTHER TERMS**

9 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
10 of California and apply within the state of California. In the event that Proposition 65 is repealed,  
11 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered  
12 Products, then Defendant may provide written notice to Plaintiff of any asserted change in the  
13 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and  
14 to the extent that, the Covered Products are so affected.

15 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
16 Defendant, and the successors or assigns of any of them.

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



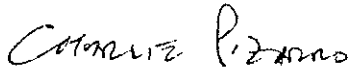
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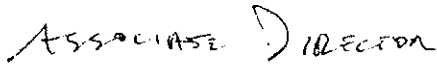
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**LA VANI INC.**

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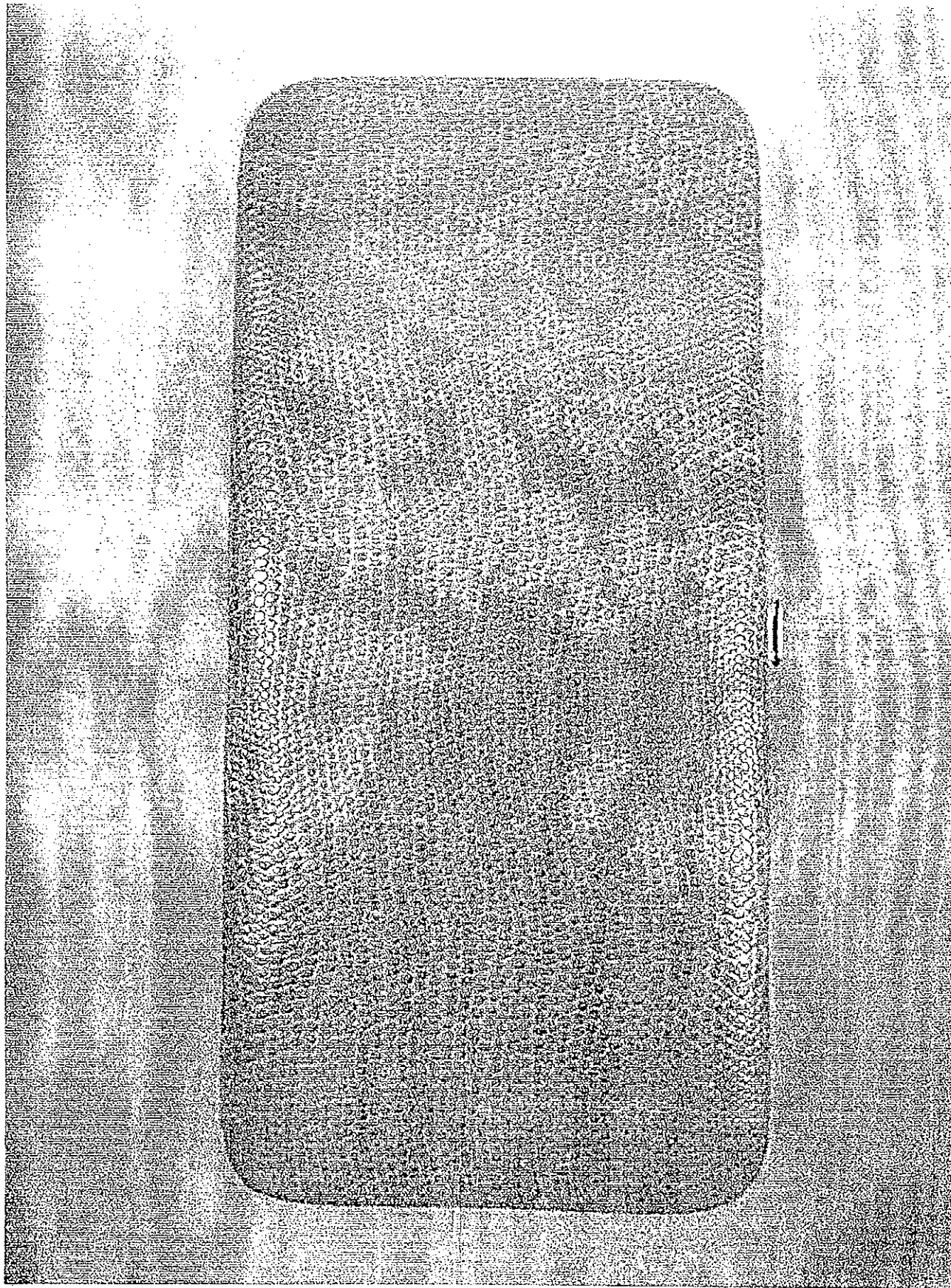
  
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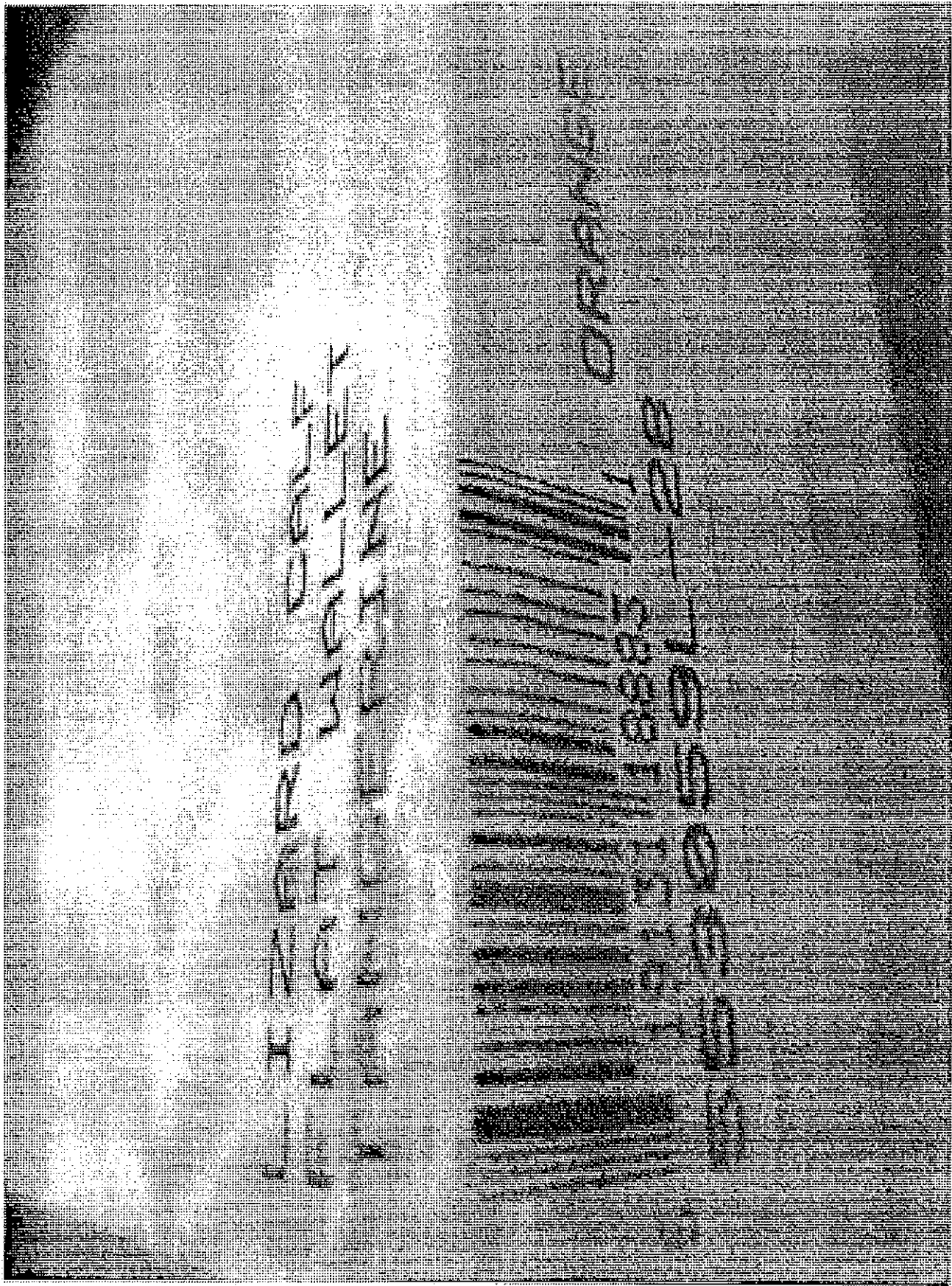
WEIHONG CUI  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

# **Exhibit A**







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



925-828-1440  
www.TheNFL.com

## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

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

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, [www.TheNFL.com](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