

ENDORSED  
FILED  
ALAMEDA COUNTY

MAR 04 2016

CLERK OF THE SUPERIOR COURT

By **SIANTE DEWBERRY**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. RG 14-749378
	)	
Plaintiff,	)	<del>PROPOSED</del> CONSENT
	)	JUDGMENT AS TO THE BON-TON
v.	)	STORES, INC.
	)	
ROCKET DOG BRANDS LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	

**1. DEFINITIONS**

1.1 "Accessible Component" means a component of a Covered Product that could be touched by a person during normal or reasonably foreseeable use.

1.2 "Covered Products" means footwear, belts, wallets, handbags, purses and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.3 "Effective Date" means the date on which this Consent Judgment is entered by the Court.

1.4 "Lead Limits" means the maximum concentrations of lead and lead compounds ("Lead") by weight specified in Section 3.2.

1           1.5           “Manufactured” and “Manufactures” means to manufacture, produce, or  
2 assemble.

3           1.6           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
4 with or without a suspension of finely divided coloring matter, which changes to a solid film  
5 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
6 This term does not include printing inks or those materials which actually become a part of the  
7 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
8 the substrate, such as by electroplating or ceramic glazing.

9           1.7           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
10 supplies a Covered Product to Settling Defendant.

11       **2.       INTRODUCTION**

12           2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
13 Environmental Health (“CEH”) and Defendant The Bon-Ton Stores, Inc. (“Settling Defendant”).

14           2.2           More than sixty (60) days prior to the date of the hearing on CEH’s motion to  
15 approve this Consent Judgment, CEH served 60-Day Notices of Violation under Proposition 65  
16 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code  
17 §§ 25249.5, *et seq.*) (the “Notices”) to Settling Defendant, the California Attorney General, the  
18 District Attorneys of every County in the State of California, and the City Attorneys for every  
19 City in the State of California with a population greater than 750,000. The Notices allege that  
20 Settling Defendant violated Proposition 65 by exposing persons to Lead contained in Covered  
21 Products without first providing a clear and reasonable Proposition 65 warning.

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

25           2.4           Settling Defendant is a retailer that offers Covered Products for sale in the  
26 State of California or has done so in the past.

27           2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
28 Court has jurisdiction over the allegations of violations contained in the operative Complaint

1 applicable to Settling Defendant (the "Complaint") and personal jurisdiction over Settling  
2 Defendant as to the acts alleged in the Complaint, that the *Rocket Dog* Complaint be amended to  
3 name Settling Defendant as a Belts Defendant in addition to its original designation as a  
4 Handbags Defendant and as a Footwear Defendant, that venue is proper in the County of  
5 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

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

14 **3.       INJUNCTIVE RELIEF**

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

19           3.2           **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall  
20 not purchase, import, sell or offer for sale any Covered Product to California consumers that  
21 contains a material or is made of a component that exceeds the following Lead Limits:

22                   3.2.1   Paint or other Surface Coatings on Accessible Components: 90 parts per  
23 million ("ppm").

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

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

27 For purposes of this Section 3.2, Settling Defendant shall be deemed to "sell or offer for sale" a  
28 Covered Product to California consumers if it: (a) causes the product to be delivered to a

1 consumer at a California address, (b) sells the product to its direct customer at a retail location  
2 within the State of California, or (c) its direct customer is an entity in the business of marketing,  
3 promoting, selling or distributing consumer products.

4 **3.3 Action Regarding Specific Products.**

5 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in  
6 California the following products: (i) the Bellini Zorro II Dress Pumps with Cap-Toe  
7 Detail in Coral Patent, SKU No. 8-87655-18780-1; (ii) the Bellini Panama II Slingback  
8 Pumps in Red Patent, SKU No. 8-87655-11922-2; (iii) the Bellini Philadelphia Cross  
9 Strap Dress Heels in Red, SKU No. 8-87655-03417-4; (iv) the Bellini Panama II  
10 Slingback Pumps in Emerald Patent, SKU No. 8-87655-11946-8; (v) the Bellini Peru II  
11 Dress Pumps in Red Patent, SKU No. 8-87655-12585-8; (vi) the Rampage Raiden  
12 Metal Hardware Sandals in Tan, SKU No. 8-86524-81263-9; (vii) the Kensie Girl Wren  
13 Two-Tone Cross-Strap Sandals in Orange Patent, Style No. KG29803, SKU No. 1477;  
14 (viii) the Bellini Coppito Slingback Pumps in Red Patent, SKU No. 8-87655-24470-2; (ix)  
15 the 2 Lips Too Sandal Too Indie Platform Wedge Sandals in Natural, SKU No. 8-87063-  
16 36324-8; (x) the Bellini Felicity T-Strap Sandals in Orange, SKU No. 8-87655-27018-3;  
17 (xi) the Kensie Girl Girls' Hebe Jeweled Sandals in Brown, Style No. KG2746, SKU No.  
18 1676; (xii) the Relativity Croco Tab Zip Around Wallet in Red, SKU No. 8-83449-77192-  
19 8; (xiii) the Relativity Croco Tab Zip Around Wallet in Brown, SKU No. 8-8344977191-  
20 1; and (xiv) 2 Lips Too Too Selfie Flats in Brown, SKU No. 8-87063-45480-9, Style No.  
21 SELFIE, Product No. 949321 (the "Section 3.3 Products").

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

24 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall  
25 provide CEH with written certification from Settling Defendant confirming compliance  
26 with the requirements of this Section 3.3.

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1     **4.     ENFORCEMENT**

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

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

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

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

1 subsections (c) and (d) of this Section 4.2.2.

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

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

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

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

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

28 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of

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

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

24 **4.3.3 Limitations in Non-Contested Matters.**

25 (a) If it elects not to contest a Notice of Violation before any motion  
26 concerning the violation(s) at issue has been filed, the monetary liability of Settling  
27 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section  
28 4.3.3, if any.

1 (b) For non-contested Notices of Violation, only one required  
2 contribution may be assessed as to any particular Covered Product.

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

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

17 (ii) 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 4.3.4 If Settling Defendant makes a contribution pursuant to this Section and at a  
22 later date CEH resolves the alleged violation with the direct or indirect Vendor of the  
23 subject product, CEH shall notify Settling Defendant and Settling Defendant shall be  
24 entitled to a refund of the lesser amount of its contribution or the settlement amount paid  
25 by such Vendor. If the settlement or consent judgment between CEH and the direct or  
26 indirect Vendor of the Noncompliant Non-Covered Product does not provide for the  
27 refund to be paid directly by the Vendor to Settling Defendant, then CEH shall pay the  
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1 refund to Settling Defendant within 15 days of receiving the Vendor's settlement  
2 payment.

3 **5. PAYMENTS**

4 **5.1 Payments by Settling Defendant.** Within ten (10) business days of the Effective  
5 Date, Settling Defendant shall pay the total sum of \$40,000 as a settlement payment. The total  
6 settlement amount for Settling Defendant shall be paid in four (4) separate checks made payable  
7 and allocated as follows:

8 **5.1.1** Settling Defendant shall pay the sum of \$5,260 as a civil penalty pursuant  
9 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
10 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
11 California's Office of Environmental Health Hazard Assessment ("OEHHA")).

12 Accordingly, the OEHHA portion of the civil penalty payment in the amount of \$3,945  
13 shall be made payable to OEHHA and associated with taxpayer identification number 68-  
14 0284486. This payment shall be delivered as follows:

15 For United States Postal Service Delivery:

16 Attn: Mike Gyurics  
17 Fiscal Operations Branch Chief  
18 Office of Environmental Health Hazard Assessment  
19 P.O. Box 4010, MS #19B  
20 Sacramento, CA 95812-4010

21 For Non-United States Postal Service Delivery:

22 Attn: Mike Gyurics  
23 Fiscal Operations Branch Chief  
24 Office of Environmental Health Hazard Assessment  
25 1001 I Street, MS #19B  
26 Sacramento, CA 95814

27 The CEH portion of the civil penalty payment in the amount of \$1,315 shall be made  
28 payable to the Center for Environmental Health and associated with taxpayer  
identification number 94-3251981. This payment shall be delivered to Lexington Law  
Group, 503 Divisadero Street, San Francisco, CA 94117.

**5.1.2** Settling Defendant shall pay the sum of \$7,900 as a payment in lieu of 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  
2 and protecting people from exposures to toxic chemicals, including heavy metals. In  
3 addition, as part of its Community Environmental Action and Justice Fund, CEH will use  
4 four percent of such funds to award grants to grassroots environmental justice groups  
5 working to educate and protect people from exposures to toxic chemicals. The method of  
6 selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

7 The payment pursuant to this Section shall be made payable to the Center for  
8 Environmental Health and associated with taxpayer identification number 94-3251981.  
9 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San  
10 Francisco, CA 94117.

11 5.1.3 Settling Defendant shall also separately pay the sum of \$26,840 to the  
12 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees  
13 and costs. The attorneys' fees and cost reimbursement check shall be made payable to the  
14 Lexington Law Group and associated with taxpayer identification number 94-3317175.  
15 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San  
16 Francisco, CA 94117.

## 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 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against  
11 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
12 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products and any  
13 other Covered Products from Settling Defendant that CEH has tested or acquired prior to the  
14 Effective Date.

15 **8. NOTICE**

16 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
17 notice shall be sent by first class and electronic mail to:

18 Eric S. Somers  
19 Lexington Law Group  
20 503 Divisadero Street  
21 San Francisco, CA 94117  
22 esomers@lexlawgroup.com

23 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
24 Judgment, the notice shall be sent by first class and electronic mail to:

25 Paul S. Rosenlund  
26 Duane Morris LLP  
27 Spear Tower  
28 One Market Place, Suite 2200  
San Francisco, CA 94105  
psrosenlund@duanemorris.com

8.3 Any Party may modify the person and address to whom the notice is to be sent

1 by sending each other Party notice by first class and electronic mail.

2 **9. COURT APPROVAL**

3 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
4 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
5 shall support entry of this Consent Judgment.

6 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
7 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
8 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

9 **10. ATTORNEYS' FEES**

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

19 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
20 its own attorneys' fees and costs.

21 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
22 sanctions pursuant to law.

23 **11. TERMINATION**

24 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
25 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such  
26 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
27 Court of Alameda County.

28 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall

1 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
2 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
3 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
4 shall survive any termination.

5 **12. OTHER TERMS**

6 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
7 of California.

8 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
9 Defendant, and the successors or assigns of any of them.

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

22 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
23 that Settling Defendant might have against any other party, whether or not that party is a Settling  
24 Defendant.

25 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
26 Consent Judgment.

27 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
28 and by means of facsimile or portable document format (pdf), which taken together shall be

1 deemed to constitute one document.

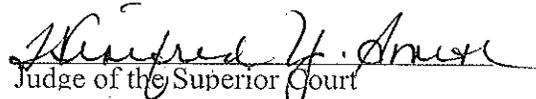
2 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
3 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
4 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
5 Party.

6 12.8 The Parties, including their counsel, have participated in the preparation of  
7 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
8 This Consent Judgment was subject to revision and modification by the Parties and has been  
9 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
10 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
11 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
12 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
13 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
14 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

15 **IT IS SO ORDERED:**

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17 Dated: MAR 04 2016

  
Judge of the Superior Court  
**WINIFRED Y. SMITH**

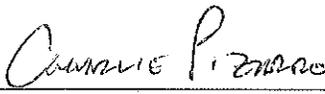
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19 **IT IS SO STIPULATED:**

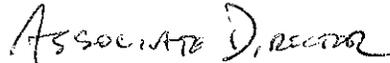
20 **CENTER FOR ENVIRONMENTAL HEALTH**

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Signature

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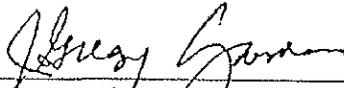
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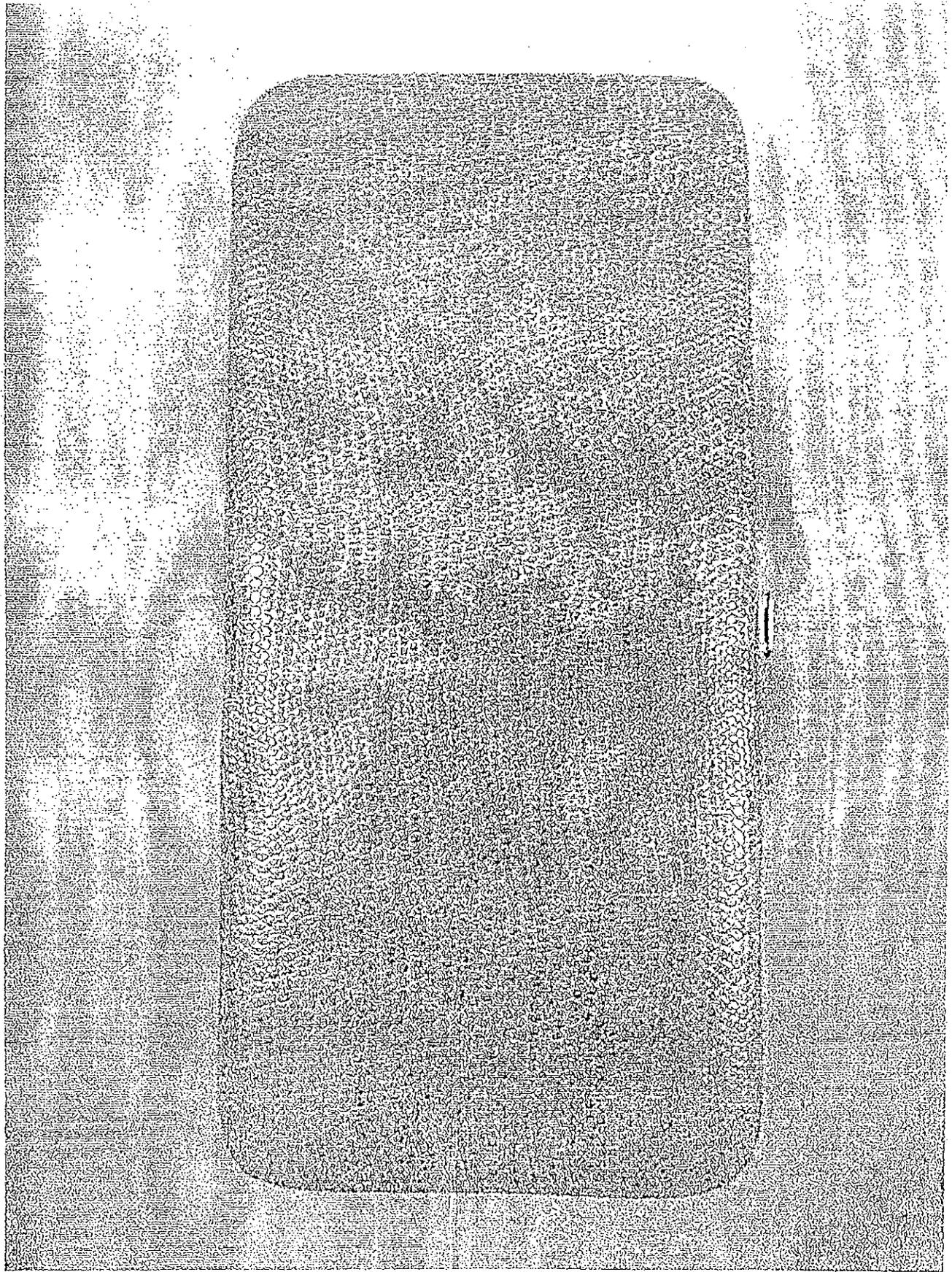
THE BON-TON STORES, INC.

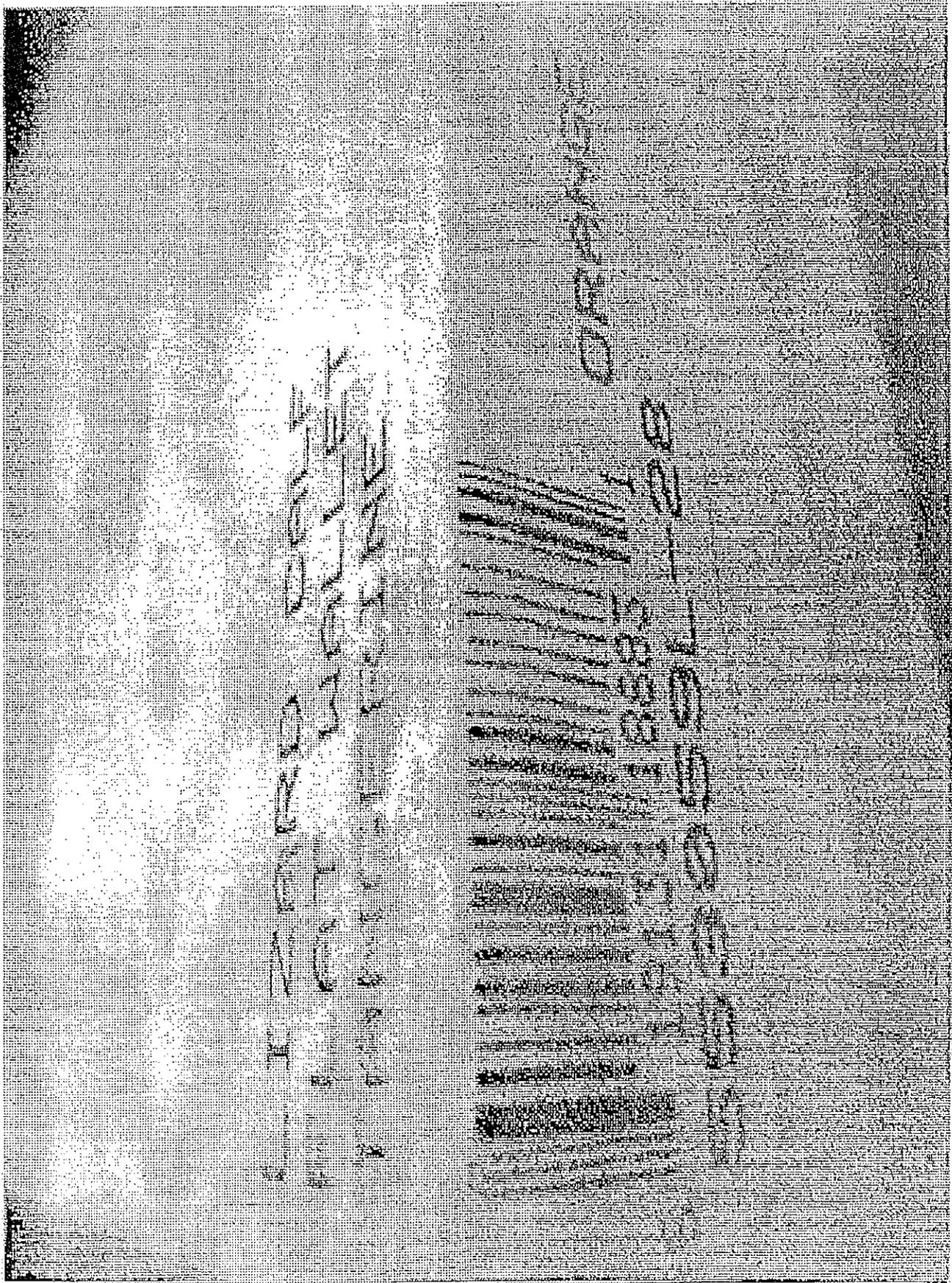
  
Signature

J. GREGORY YOWMAN  
Printed Name

VICE PRESIDENT - GENERAL COUNSEL  
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

Superior Court of California, County of Alameda  
Department 21, Administration Building

Case # RG14 749378

Case Name: Center For Environmental Health v. Rocket Dog Brands LLC, et al.  
Document(s): Order Granting Plaintiff's Motion For Court Approval And Entry Of  
Consent Judgments; Consent Judgment As To The Bon-Ton Stores, Inc.; Consent  
Judgment As To Tangelo, Inc.

**DECLARATION OF SERVICE BY MAIL (CCP 1013a)**

I certify that the following is true and correct:

I am a Deputy Clerk employed by the Superior Court of California, County of Alameda. I am over the age of 18 years. My business address is 1221 Oak St. Oakland, California, 94612. I served the above-referenced document by placing copies in envelope(s) addressed as shown on the foregoing document or on the attached and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail in Oakland, California, following standard court practices.

Executed on March 4, 2016 at Oakland, California.

Chad Finke,  
Executive Officer/Clerk of the Superior Court

by Sianté Dewberry  
Sianté Dewberry  
Deputy Clerk

SHORT TITLE: Center for Environmental Health VS Rocket Dog Brand LLC	CASE NUMBER: RG14749378
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ADDITIONAL ADDRESSEES

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