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DEC 03 2015

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,  
Plaintiff,  
v.  
CHARMING CHARLIE LLC, *et al.*,  
Defendants.

) Case No. RG 15-765590  
) *Vm*  
) **[PROPOSED] CONSENT**  
) **JUDGMENT AS TO DRAPER'S &**  
) **DAMON'S LLC**

**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 five (5) days after Plaintiff CEH's counsel of record  
provides written notice to Defendant Draper's and Damon'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 Draper’s & Damon’s LLC (“Settling Defendant”).

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

20          2.3           On April 8, 2015, CEH filed the action *Center for Environmental Health v.*  
21 *Charming Charlie LLC, et al.*, Case No. RG 15-765590, in the Superior Court of California for  
22 Alameda County, naming Settling Defendant as a defendant in that action.

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 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, 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.

11 **3.       INJUNCTIVE RELIEF**

12           3.1           **Specification Compliance Date.** To the extent it has not already done so, no  
13 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead  
14 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable  
15 efforts, in the future, to provide Settling Defendant Covered Products that comply with the Lead  
16 Limits as stated in Section 3.2 of this Consent Judgment on a nationwide basis.

17           3.2           **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall  
18 not purchase, import, Manufacture, or supply to an unaffiliated third party any Covered Product  
19 that will be sold or offered for sale to California consumers that contains materials or is made of  
20 components that exceed the following Lead Limits:

21                   3.2.1   Paint or other Surface Coatings: 90 parts per million (“ppm”).

22                   3.2.2   Polyvinyl chloride (“PVC”): 200 ppm;

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

25                                   (“Reformulated Products”)

1           3.3           **Final Retail Compliance Date.** Commencing on May 15, 2016, Settling  
2 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead  
3 Limits specified in Section 3.2.

4           3.4           **Action Regarding Specific Products.**

5                   3.4.1    On or before the Effective Date, Settling Defendant shall cease selling in  
6 California the Braciano Quilted Handbag in Red, SKU No. DDM0D460, Item No.  
7 M0D460 (the "Section 3.3 Product") unless the Section 3.3 Product complies with the  
8 lead limits in Section 3.2. On or before the Effective Date, Settling Defendant shall also:  
9 (i) cease shipping the Section 3.3 Product to any of its stores and/or customers that resell  
10 the Section 3.3 Product in California, and (ii) send instructions to its stores and/or  
11 customers that resell the Section 3.3 Product in California instructing them either to: (a)  
12 return all of the Section 3.3 Product to Settling Defendant for destruction; or (b) directly  
13 destroy the Section 3.3 Product.

14                   3.4.2    Any destruction of the Section 3.3 Product shall be in compliance with all  
15 applicable laws.

16                   3.4.3    Within sixty (60) days of the Effective Date, Settling Defendant shall  
17 provide CEH with written certification from Settling Defendant confirming compliance  
18 with the requirements of this Section 3.3.

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,

1 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
2 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it  
3 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a  
4 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the  
5 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served  
6 within 45 days of the date the supplier is 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  
10 description of the Covered Product giving rise to the alleged violation, and of each  
11 material or component that is alleged not to comply with the Lead Limits, including a  
12 picture of the Covered Product and all identifying information on tags and labels, and (d)  
13 all test data obtained by CEH regarding the Covered Product and related supporting  
14 documentation, including all laboratory reports, quality assurance reports and quality  
15 control reports associated with testing of the Covered Products. Such Notice of Violation  
16 shall be based at least in part upon total acid digest testing performed by an independent  
17 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
18 themselves sufficient to support a Notice of Violation, although any such testing may be  
19 used as additional support for a Notice. The Parties agree that the sample Notice of  
20 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
21 subsections (c) and (d) of this Section 4.2.2.

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

1 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
2 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,  
3 any exemplars of Covered Products tested.

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

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

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

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

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

1 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or  
2 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
3 other data regarding the alleged violation, it shall promptly provide all such data or  
4 information to the other Party.

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

16           **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

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

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

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

13 **5. PAYMENTS**

14 5.1 **Payments by Settling Defendant.** Within five (5) business days of the Effective  
15 Date, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment. The total  
16 settlement amount for Settling Defendant shall be paid in four separate checks made payable and  
17 allocated as follows:

18 5.1.1 Settling Defendant shall pay the sum of \$5,930 as a civil penalty pursuant  
19 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
20 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
21 California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the  
22 OEHHA portion of the civil penalty payment in the amount of \$4,447.50 shall be made payable  
23 to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall  
24 be delivered as follows:



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For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment in the amount of \$1,482.50 shall be made 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.

5.2 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 people from exposures to toxic chemicals. The method of selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981.

5.2.1 Settling Defendant shall also separately pay the sum of \$30,170 to the Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington Law Group and associated with taxpayer identification number 94-3317175. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

1       **6.       MODIFICATION**

2               6.1               **Written Consent.** This Consent Judgment may be modified from time to  
3 time by express written agreement of the Parties with the approval of the Court, or by an order of  
4 this Court upon motion and in accordance with law.

5               6.2               **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
6 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
7 modify the Consent Judgment.

8       **7.       CLAIMS COVERED AND RELEASED**

9               7.1               CEH acting on its own behalf and in the public interest releases Settling  
10 Defendant, and its parents, subsidiaries, affiliated entities that are under common ownership,  
11 directors, officers, employees, and attorneys (“Defendant Releasees”), and each entity to whom  
12 they directly or indirectly distribute or sell Covered Products, including but not limited to  
13 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and  
14 licensees (“Downstream Defendant Releasees”) from all claims under Proposition 65 based on  
15 alleged exposure to Lead from Covered Products sold by Settling Defendant up through the  
16 Effective Date.

17              7.2              Compliance with the terms of this Consent Judgment by Settling Defendant  
18 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
19 Settling Defendant.

20              7.3              This Consent Judgment resolves all monetary claims CEH has asserted against  
21 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
22 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

23       **8.       NOTICE**

24              8.1              When CEH is entitled to receive any notice under this Consent Judgment, the  
25 notice shall be sent by first class and electronic mail to:  
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1 Eric S. Somers  
2 Lexington Law Group  
3 503 Divisadero Street  
4 San Francisco, CA 94117  
5 esomers@lexlawgroup.com

6 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
7 Judgment, the notice shall be sent by first class and electronic mail to:

8 Malcolm C. Weiss  
9 Gerard Olson  
10 Hunton & Williams LLP  
11 550 South Hope Street, Suite 2000  
12 Los Angeles, CA 90071  
13 [mweiss@hunton.com](mailto:mweiss@hunton.com)  
14 [golson@hunton.com](mailto:golson@hunton.com)

15 8.3 Any Party may modify the person and address to whom the notice is to be sent  
16 by sending each other Party notice by first class and electronic mail.

17 **9. COURT APPROVAL**

18 9.1 This Consent Judgment shall become effective five (5) days after CEH's  
19 counsel provides written notice to Settling Defendant's counsel that this Consent Judgment has  
20 been approved and entered by the Court. CEH shall prepare and file a Motion for Approval of  
21 this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

22 9.2 If this Consent Judgment is not entered by the Court within one year of the last  
23 signature, it shall be of no force or effect and shall never be introduced into evidence or otherwise  
24 used in any proceeding for any purpose other than to allow the Court to determine if there was a  
25 material breach of Section 9.1.

26 **10. ATTORNEYS' FEES**

27 10.1 Should either party prevail on any motion, application for an order to show  
28 cause or other proceeding to enforce a violation of this Consent Judgment, that party shall be  
entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or  
application.

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

1 its own attorneys' fees and costs.

2 10.3 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 be terminable by CEH or by Settling Defendant  
6 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such  
7 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
8 Court of Alameda County.

9 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
10 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
11 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
12 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
13 shall survive any termination.

14 **12. OTHER TERMS**

15 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
16 of California and apply within the state of California. In the event that Proposition 65 is repealed,  
17 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered  
18 Products, then Defendant may provide written notice to Plaintiff of any asserted change in the  
19 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and  
20 to the extent that, the Covered Products are so affected.

21 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
22 Defendant, and the successors or assigns of any of them.

23 12.3 This Consent Judgment contains the sole and entire agreement and  
24 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
25 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
26 merged herein and therein. There are no warranties, representations, or other agreements between  
27 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
28 implied, other than those specifically referred to in this Consent Judgment have been made by any

1 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
2 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
3 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
4 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
5 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
6 whether or not similar, nor shall such waiver constitute a continuing waiver.

7 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
8 that Settling Defendant might have against any other party, whether or not that party is a Settling  
9 Defendant.

10 12.5 Subject to Section 11, this Court shall retain jurisdiction of this matter to  
11 implement or modify the Consent Judgment.

12 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
13 and by means of facsimile or portable document format (pdf), which taken together shall be  
14 deemed to constitute one document.

15 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
16 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
17 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
18 Party.

19 12.8 The Parties, including their counsel, have participated in the preparation of  
20 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
21 This Consent Judgment was subject to revision and modification by the Parties and has been  
22 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
23 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
24 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
25 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
26 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
27 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.  
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**IT IS SO ORDERED:**

Dated: DEC 02 2015

Judge Wynne Carvill  
Judge of the Superior Court

**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**



Signature

CARMINE PIZARRO

Printed Name

ASSOCIATE DIRECTOR

Title

**DRAPER'S & DAMON'S LLC**

Signature

Printed Name

Title

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**IT IS SO ORDERED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Title

**DRAPER'S & DAMON'S LLC**

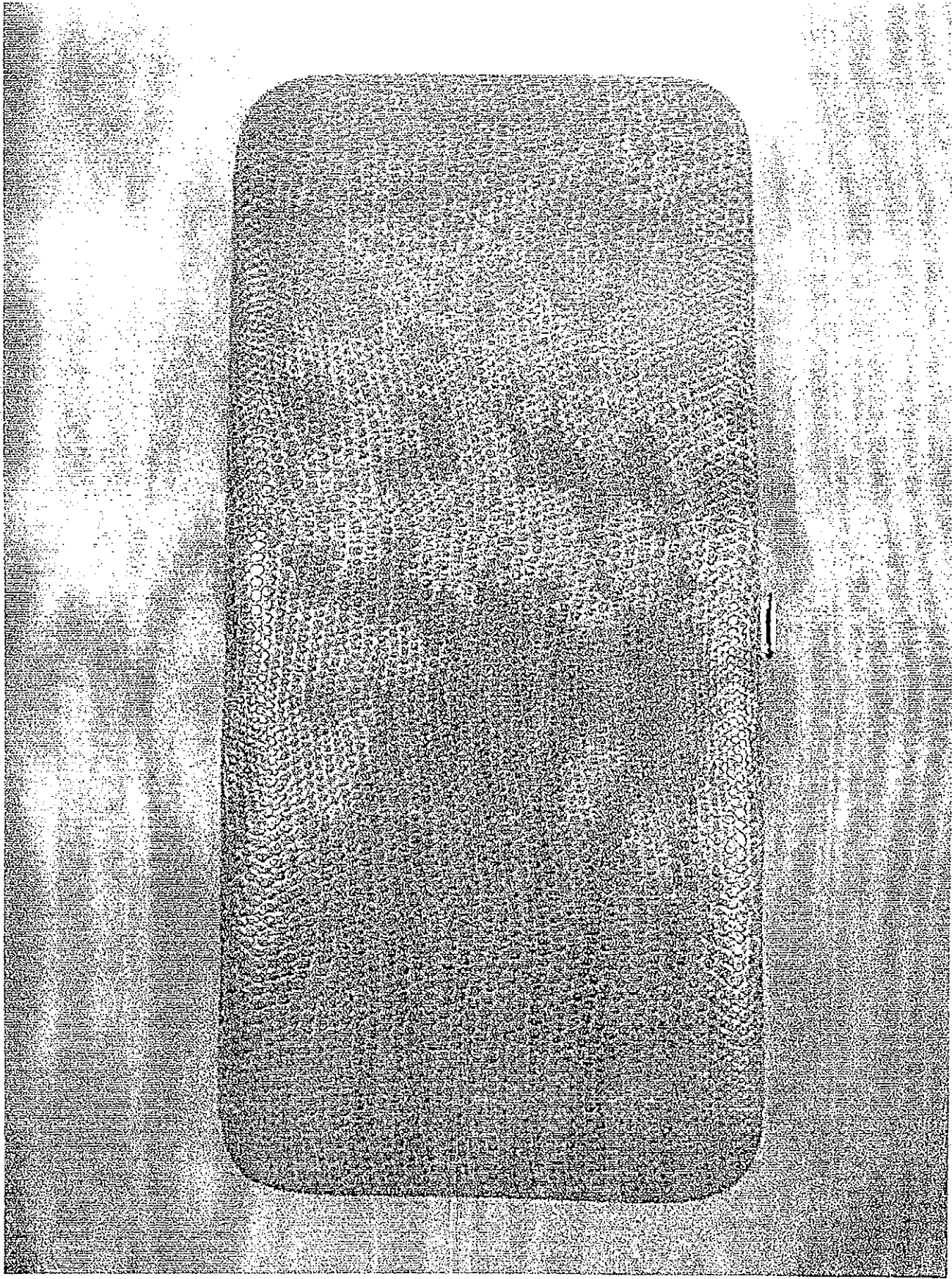
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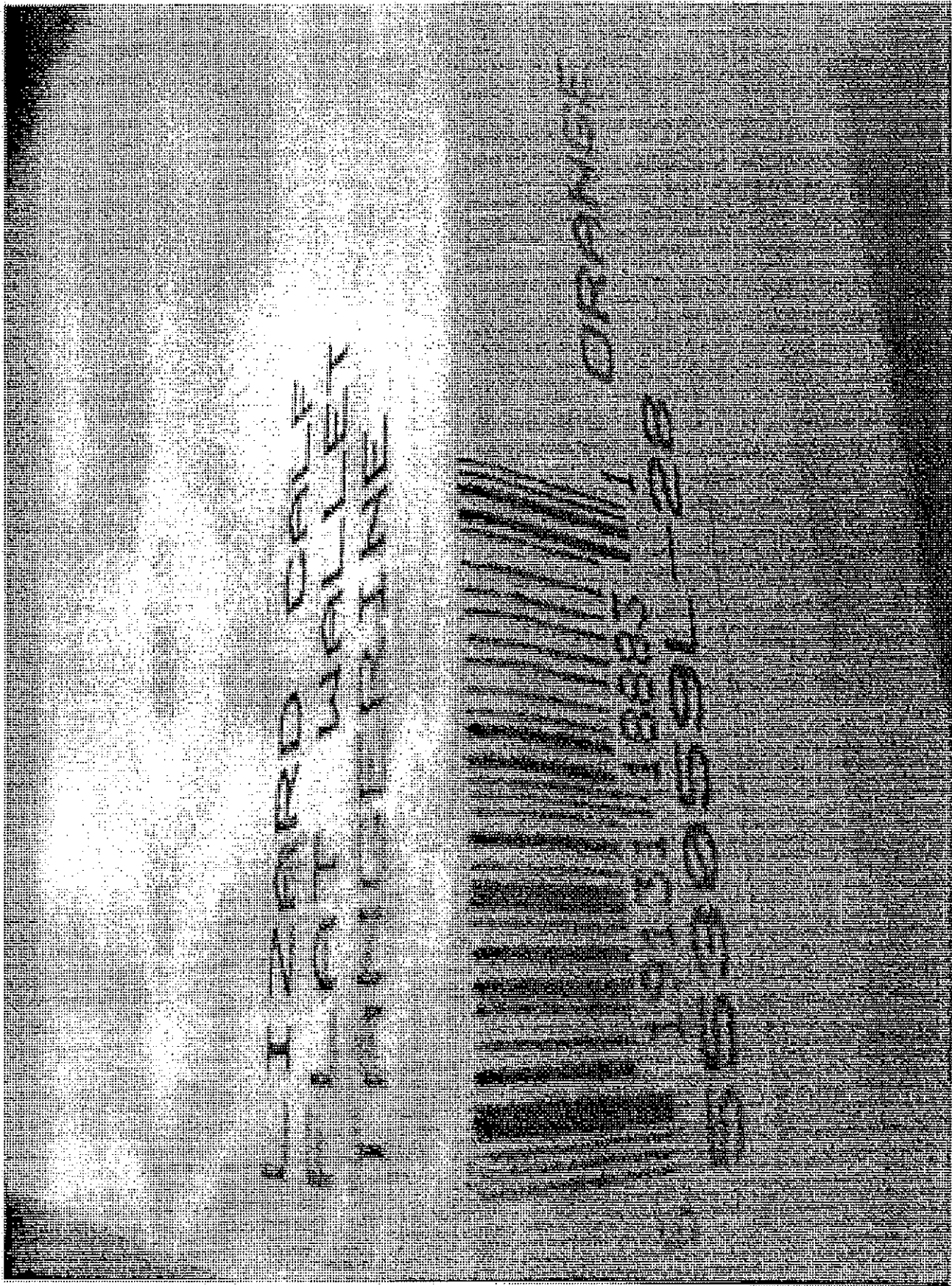
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Printed Name

*Chief Legal Officer*  
\_\_\_\_\_  
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