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ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 03 2016

CLERK OF THE SUPERIOR COURT  
By **SIANTE DEWBERRY**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. RG15-789111
	)	
Plaintiff,	)	<del>PROPOSED</del> CONSENT
	)	JUDGMENT AS TO ARCADIA
v.	)	GROUP (USA) LTD. DBA TOPSHOP
	)	
FREE PEOPLE OF PA, LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

**I. DEFINITIONS**

- 1.1 "Accessible Component" means a component of a Covered Product that could be touched by a person during normal and reasonably foreseeable use.
- 1.2 "Belts" means Covered Products that are belts.
- 1.3 "Covered Products" means wallets, handbags, purses, clutches, footwear and belts that are sold or offered for sale by Settling Defendant or its affiliated entities doing business as Topshop to: (a) consumers in California, or; (b) to an authorized reseller that sells or offers for sale that Covered Product to consumers in California.
- 1.4 "Effective Date" means April 15, 2016.
- 1.5 "Footwear" means Covered Products that are footwear.

1           1.6           “Handbags” means Covered Products that are wallets, handbags, purses, and  
2 clutches.

3           1.7           “Lead Limits” means the maximum concentrations of lead and lead  
4 compounds (“Lead”) by weight specified in Section 3.2.

5           1.8           “Manufactured” and “Manufactures” means to manufacture, produce, or  
6 assemble.

7           1.9           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
8 with or without a suspension of finely divided coloring matter, which changes to a solid film  
9 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
10 This term does not include printing inks or those materials which actually become a part of the  
11 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
12 the substrate, such as by electroplating or ceramic glazing.

13           1.10           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
14 supplies a Covered Product to Settling Defendant.

15 **2. INTRODUCTION**

16           2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
17 Environmental Health (“CEH”) and Arcadia Group (USA) Ltd. doing business as Topshop  
18 (“Settling Defendant”).

19           2.2           More than 60 days prior to naming Arcadia Group (USA) Ltd. in this action,  
20 CEH served a 60-Day Notice of Violation under Proposition 65 (The Safe Drinking Water and  
21 Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*) alleging  
22 that Arcadia Group (USA) Ltd. violated Proposition 65 by exposing persons to Lead contained in  
23 wallets, handbags, purses and clutches without first providing a clear and reasonable Proposition  
24 65 warning.

25           2.3           On October 9, 2015, CEH filed the action *Center for Environmental Health v.*  
26 *Free People of PA, LLC, et al.*, Case No. RG15-789111 (“the Complaint”), in the Superior Court  
27 of California for Alameda County, naming Settling Defendant as a defendant in that action.

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1           2.4           Settling Defendant manufactures, distributes and/or offers for sale Covered  
2 Products in the State of California or has done so in the past.

3           2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
4 Court has jurisdiction over the allegations of violations contained in the Complaint and personal  
5 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in  
6 the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

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

15 **3.       INJUNCTIVE RELIEF**

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

21           3.2           **Lead Limits.**

22                   3.2.1       **Handbags.** Commencing on the Effective Date, Settling Defendant shall  
23 not purchase, import, Manufacture, or sell or offer for sale any Handbag that contains a  
24 material or is made of a component that exceeds the following Lead Limits:

25                           (a)       Paint or other Surface Coatings on Accessible Components: 90  
26 parts per million ("ppm").

27                           (b)       Polyvinyl chloride ("PVC") in Accessible Components: 200 ppm.

28

1 (c) All other Accessible Components made of materials or components  
2 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or  
3 rhinestones: 300 ppm.

4 For purposes of this Section 3.2.1, when Settling Defendant's authorized reseller sells or  
5 offers for sale to California consumers a Handbag after the Effective Date, Settling  
6 Defendant is deemed to have "offered for sale" that Handbag.

7 **3.2.2 Belts and Footwear.** Commencing on September 1, 2016, Settling  
8 Defendant shall not purchase, import, Manufacture, or sell or offer for sale any Footwear  
9 or Belt that contains a material or is made of a component that exceeds the following Lead  
10 Limits:

11 (a) Paint or other Surface Coatings on Accessible Components: 90  
12 ppm.

13 (b) PVC in Accessible Components: 200 ppm.

14 (c) All other Accessible Components made of materials or components  
15 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or  
16 rhinestones: 300 ppm.

17 For purposes of this Section 3.2.2, when Settling Defendant's authorized reseller sells or  
18 offers for sale to California consumers any Footwear or Belt after September 1, 2016,  
19 Settling Defendant is deemed to have "offered for sale" that Footwear or Belt.

20 **3.3 Action Regarding Specific Products.**

21 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in  
22 California the Topshop Pin Stud Crossbody Handbag in Mustard, Product No.  
23 24U01HMUS (the "Section 3.3 Product"). On or before the Effective Date, Settling  
24 Defendant shall also: (i) cease shipping the Section 3.3 Product to any of its stores and/or  
25 authorized resellers that resell the Section 3.3 Product in California, and (ii) send  
26 instructions to its stores and/or authorized resellers that resell the Section 3.3 Product in  
27 California instructing them either to: (a) return all of the Section 3.3 Product to Settling  
28 Defendant for destruction; or (b) directly destroy the Section 3.3 Product.

1                   3.3.2 Within sixty (60) days of the Effective Date, Settling Defendant shall  
2 provide CEH with confirmation of its compliance with the requirements of this Section  
3 3.3.

4 **4. ENFORCEMENT**

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

9                   4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
10 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

11                   4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
12 Defendant within forty-five (45) days of the date the alleged violation(s) was or were  
13 observed, provided, however, that CEH may have up to an additional 45 days from the  
14 date of the Notice of Violation to provide Settling Defendant with the test data required by  
15 Section 4.2.2(d) below if it has not yet obtained it from its laboratory

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

1 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
2 subsections (c) and (d) of this Section 4.2.2.

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

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

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

21 (b) A Notice of Violation that meets one or more of the conditions of  
22 Section 4.3.3(c); and

23 (c) A Notice of Violation that has been withdrawn by CEH.

24 4.3 **Notice of Election.** Within thirty (30) days of the later of (i) receiving a  
25 Notice of Violation pursuant to Section 4.2.1; and (ii) receiving the test data required pursuant to  
26 4.2.2(d), Settling Defendant shall provide written notice to CEH stating whether it elects to  
27 contest the allegations contained in the Notice of Violation ("Notice of Election"). Failure to  
28 provide a Notice of Election shall be deemed an election to contest the Notice of Violation. Any

1 contributions to the Fashion Accessory Testing Fund required under this Section 4.3 shall be  
2 made payable to The Center for Environmental Health and sent to the address set forth in Section  
3 8.1 within 14 days of CEH's receipt of Settling Defendant's Notice of Election.

4           **4.3.1 Contested Notices.** If a Notice of Violation is contested, the Notice of  
5 Election shall include all then-available documentary evidence regarding the alleged  
6 violation, including any test data. Within thirty (30) days from the date of the Notice of  
7 Election the parties shall meet and confer to attempt to resolve their dispute. Should such  
8 attempts at meeting and conferring fail, CEH may file an enforcement motion or  
9 application regarding the contested Notice of Violation pursuant to Section 4.1. If Settling  
10 Defendant withdraws its Notice of Election to contest the Notice of Violation before any  
11 motion concerning the violation alleged in the Notice of Violation is filed pursuant to  
12 Section 4.1, Settling Defendant shall make a single contribution to the Proposition 65  
13 Fashion Accessory Testing Fund in the amount of \$12,500 and shall comply with all of  
14 the non-monetary provisions of Section 4.3.2. If, at any time prior to reaching an  
15 agreement or obtaining a decision from the Court, CEH or Settling Defendant acquire  
16 additional test or other data regarding the alleged violation, it shall promptly provide all  
17 such data or information to the other Party. If CEH withdraws its Notice of Violation,  
18 Settling Defendant shall not be obliged to make any monetary contribution to the Fashion  
19 Accessory Testing Fund and the relevant Notice of Violation shall be excluded pursuant to  
20 Section 4.2.4(c).

21           **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,  
22 Settling Defendant shall include in its Notice of Election a detailed description of  
23 corrective action that it has undertaken or proposes to undertake to address the alleged  
24 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
25 Covered Product will no longer be offered by Settling Defendant or its authorized resellers  
26 for sale in California. If there is a dispute over the sufficiency of the proposed corrective  
27 action or its implementation, CEH shall promptly notify Settling Defendant and the  
28 Parties shall meet and confer before seeking the intervention of the Court to resolve the

1 dispute regarding the proposed corrective action or the implementation thereof. In  
2 addition to taking corrective action, Settling Defendant shall make a single contribution to  
3 the Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the  
4 provisions of Section 4.3.3 applies, in which case only the lesser amount described in the  
5 applicable section is due.

6 **4.3.3 Limitations in Non-Contested Matters.**

7 (a) If Settling Defendant elects not to contest a Notice of Violation  
8 before any motion concerning the violation(s) at issue has been filed pursuant to Section  
9 4.1, the total monetary liability of Settling Defendant under this Consent Judgment shall  
10 be limited to the single contribution required by Section 4.3.2 and this Section 4.3.3, if  
11 any.

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

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

15 (i) Reduced to one thousand seven hundred fifty dollars (\$1,750) if  
16 Settling Defendant or its Vendor, prior to selling the Covered Product  
17 identified in the Notice of Violation, obtained test results demonstrating  
18 that the Accessible Components in the Covered Product identified in the  
19 Notice of Violation complied with the applicable Lead Limits, and further  
20 provided that such test results meet the same quality criteria to support a  
21 Notice of Violation as set forth in Section 4.2.2 and that the testing was  
22 performed within two years prior to the date of the sales transaction on  
23 which the Notice of Violation is based. Settling Defendant shall provide  
24 copies of such test results and supporting documentation to CEH with its  
25 Notice of Election; or

26 (ii) One thousand five hundred dollars (\$1,500) if Settling  
27 Defendant is in violation of Section 3.2 only insofar as that Section deems  
28 Settling Defendant to have “offered for sale” a product sold at retail by

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Settling Defendant's authorized reseller to California consumers. This subsection shall apply only to Covered Products that Settling Defendant demonstrates were shipped prior to the applicable compliance date in Section 3.2.1 or 3.2.2; or

(iii) 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 ten (10) business days of entry of this Consent Judgment, Settling Defendant shall pay the total sum of \$65,000 as a settlement payment in full and final settlement of the Complaint. The total settlement amount for Settling Defendant shall be paid in four (4) separate checks made payable and allocated as follows:

5.1.1 Settling Defendant shall pay the sum of \$8,600 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned 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 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment in the amount of \$6,450 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

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

1 The CEH portion of the civil penalty payment in the amount of \$2,150 shall be made  
2 payable to the Center for Environmental Health and associated with taxpayer identification  
3 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
4 Street, San Francisco, CA 94117.

5 5.1.2 Settling Defendant shall pay the sum of \$12,900 as a payment in lieu of  
6 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code  
7 of Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work  
8 educating and protecting people from exposures to toxic chemicals, including heavy  
9 metals. In addition, as part of its Community Environmental Action and Justice Fund,  
10 CEH will use four percent (4%) of such funds to award grants to grassroots environmental  
11 justice groups working to educate and protect people from exposures to toxic chemicals.  
12 The method of selection of such groups can be found at the CEH web site at  
13 [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be made payable to  
14 the Center for Environmental Health and associated with taxpayer identification number  
15 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
16 Street, San Francisco, CA 94117.

17 5.1.3 Settling Defendant shall also separately pay the sum of \$43,500 to the  
18 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees  
19 and costs. The attorneys' fees and cost reimbursement check shall be made payable to the  
20 Lexington Law Group and associated with taxpayer identification number 94-3317175.  
21 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San  
22 Francisco, CA 94117.

## 23 6. MODIFICATION

24 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
25 time by express written agreement of the Parties with the approval of the Court, or by an order of  
26 this Court upon motion and in accordance with law.

27 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
28 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to

1 modify the Consent Judgment.

2 **7. CLAIMS COVERED AND RELEASED**

3 7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
4 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
5 affiliated entities that are under common ownership, including without limitation Top Shop / Top  
6 Man Limited doing business as Topshop and Top Shop / Top Man (Wholesale) Limited doing  
7 business as Topshop, directors, officers, employees, and attorneys (“Defendant Releasees”), and  
8 each entity to whom the Defendant Releasees directly or indirectly distribute or sell Covered  
9 Products, including but not limited to authorized resellers, distributors, wholesalers, customers,  
10 retailers, franchisees, cooperative members, licensors, and licensees (“Downstream Defendant  
11 Releasees”) of any violation of Proposition 65 that was or could have been asserted in the  
12 Complaint against Settling Defendant, Defendant Releasees, and/or Downstream Defendant  
13 Releasees, based on failure to warn about alleged exposure to Lead contained in Covered  
14 Products that were sold by Settling Defendant, Defendant Releasees, and/or Downstream  
15 Defendant Releasees prior to the applicable compliance date in Section 3.2.1 or 3.2.2.

16 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
17 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
18 Settling Defendant.

19 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against  
20 Settling Defendant and any of its authorized resellers under Fashion Accessory Testing Fund  
21 Notices of Violation issued or to be issued by CEH that are related to the Section 3.3 Product.

22 **8. NOTICE**

23 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
24 notice shall be sent by first class and electronic mail to:

25 Eric S. Somers  
26 Lexington Law Group  
27 503 Divisadero Street  
28 San Francisco, CA 94117  
esomers@lexlawgroup.com

1           8.2           When Settling Defendant is entitled to receive any notice under this Consent  
2 Judgment, the notice shall be sent by first class and electronic mail to:

3                           Shelby Miller  
4                           DLA Piper, LLP  
5                           555 Mission Street, Suite 2400  
6                           San Francisco, CA 94105  
7                           [shelby.miller@dlapiper.com](mailto:shelby.miller@dlapiper.com)

8                           Group General Counsel  
9                           Arcadia Group Ltd., Legal Dept.  
10                          10 Great Castle Street  
11                          London, W 1 W 8LP, United Kingdom  
12                          [Michelle.Gammon@arcadiagroup.co.uk](mailto:Michelle.Gammon@arcadiagroup.co.uk)

13           8.3           Any Party may modify the person and address to whom the notice is to be sent  
14 by sending each other Party notice by first class and electronic mail.

15           **9.       COURT APPROVAL**

16           9.1           This Consent Judgment shall become effective upon entry by the Court. CEH  
17 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
18 shall support entry of this Consent Judgment.

19           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
20 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
21 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

22           **10.     ATTORNEYS' FEES**

23           10.1          Should either party prevail on any motion, application for an order to show  
24 cause or other proceeding to enforce a violation of this Consent Judgment, that party shall be  
25 entitled its reasonable attorneys' fees and costs incurred as a result of such motion or application.

26           10.2          Except as otherwise provided in this Consent Judgment, each Party shall bear  
27 its own attorneys' fees and costs.

28           10.3          Nothing in this Section 10 shall preclude a Party from seeking an award of  
sanctions pursuant to law.

**11.     TERMINATION**

11.1          This Consent Judgment shall be terminable by CEH or by Settling Defendant

1 at any time after April 15, 2020, upon the provision of 30 days advanced written notice; such  
2 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
3 Court of Alameda County.

4 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
5 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
6 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
7 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
8 shall survive any termination.

9 **12. OTHER TERMS**

10 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
11 of California.

12 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
13 Defendant, and the successors or assigns of any of them.

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

26 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
27 that Settling Defendant might have against any other party, whether or not that party is a Settling  
28 Defendant.

1           12.5       This Court shall retain jurisdiction of this matter to implement or modify the  
2 Consent Judgment.

3           12.6       The stipulations to this Consent Judgment may be executed in counterparts  
4 and by means of facsimile or portable document format (pdf), which taken together shall be  
5 deemed to constitute one document.

6           12.7       Each signatory to this Consent Judgment certifies that he or she is fully  
7 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
8 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
9 Party.

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

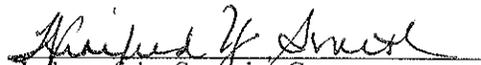
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20 **IT IS SO ORDERED:**

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23 Dated:     JUN 03 2016    

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

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**WINIFRED Y. SMITH**

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**



Signature



Printed Name



Title

**ARCADIA GROUP (USA) LTD. DBA TOPSHOP**

Signature

Printed Name

Title

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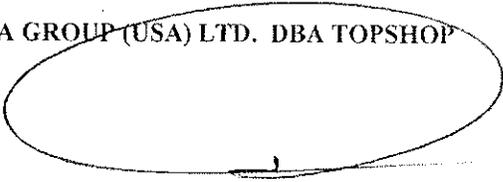
CENTER FOR ENVIRONMENTAL HEALTH

\_\_\_\_\_  
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ARCADIA GROUP (USA) LTD. DBA TOPSHOP



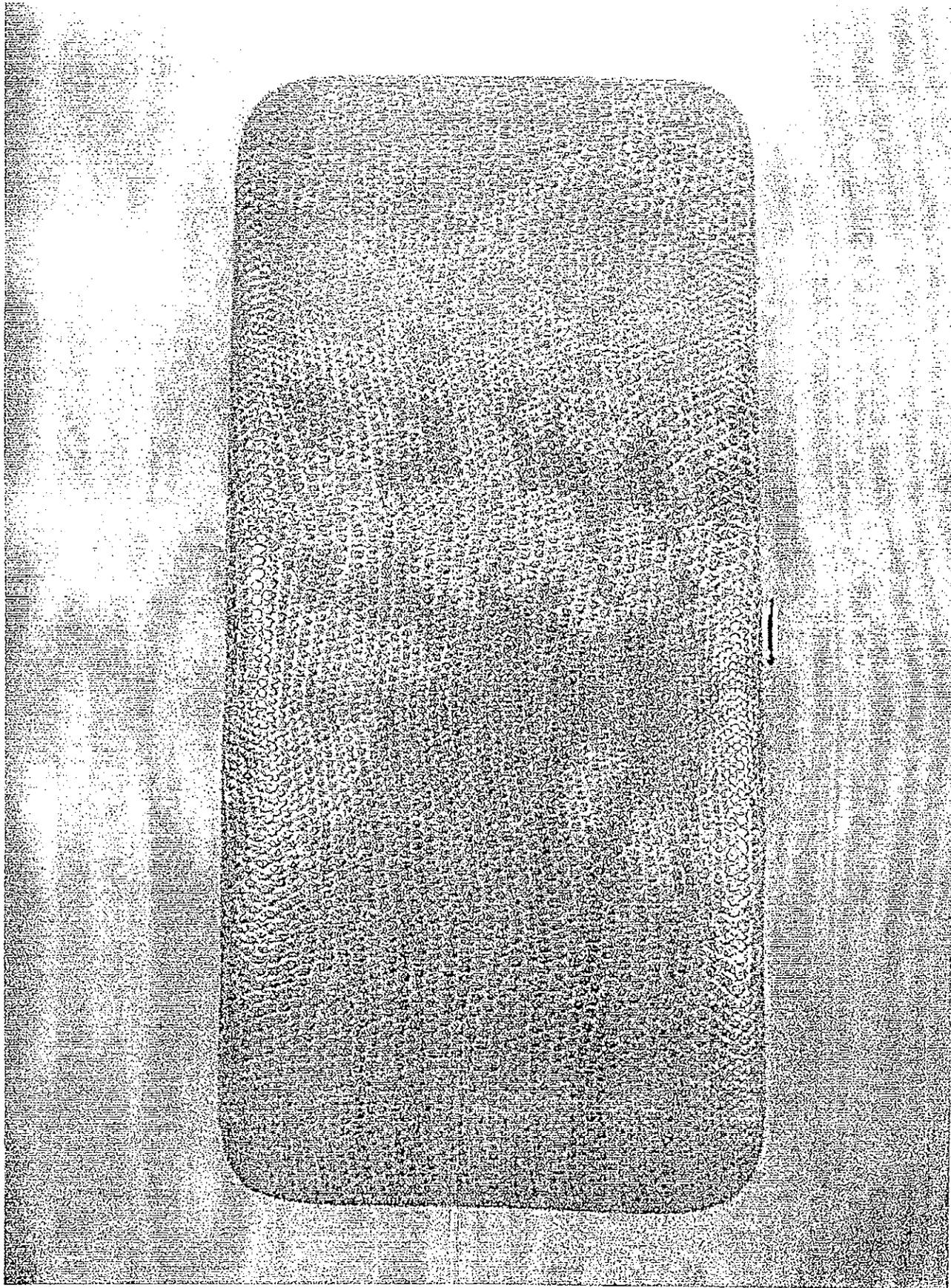
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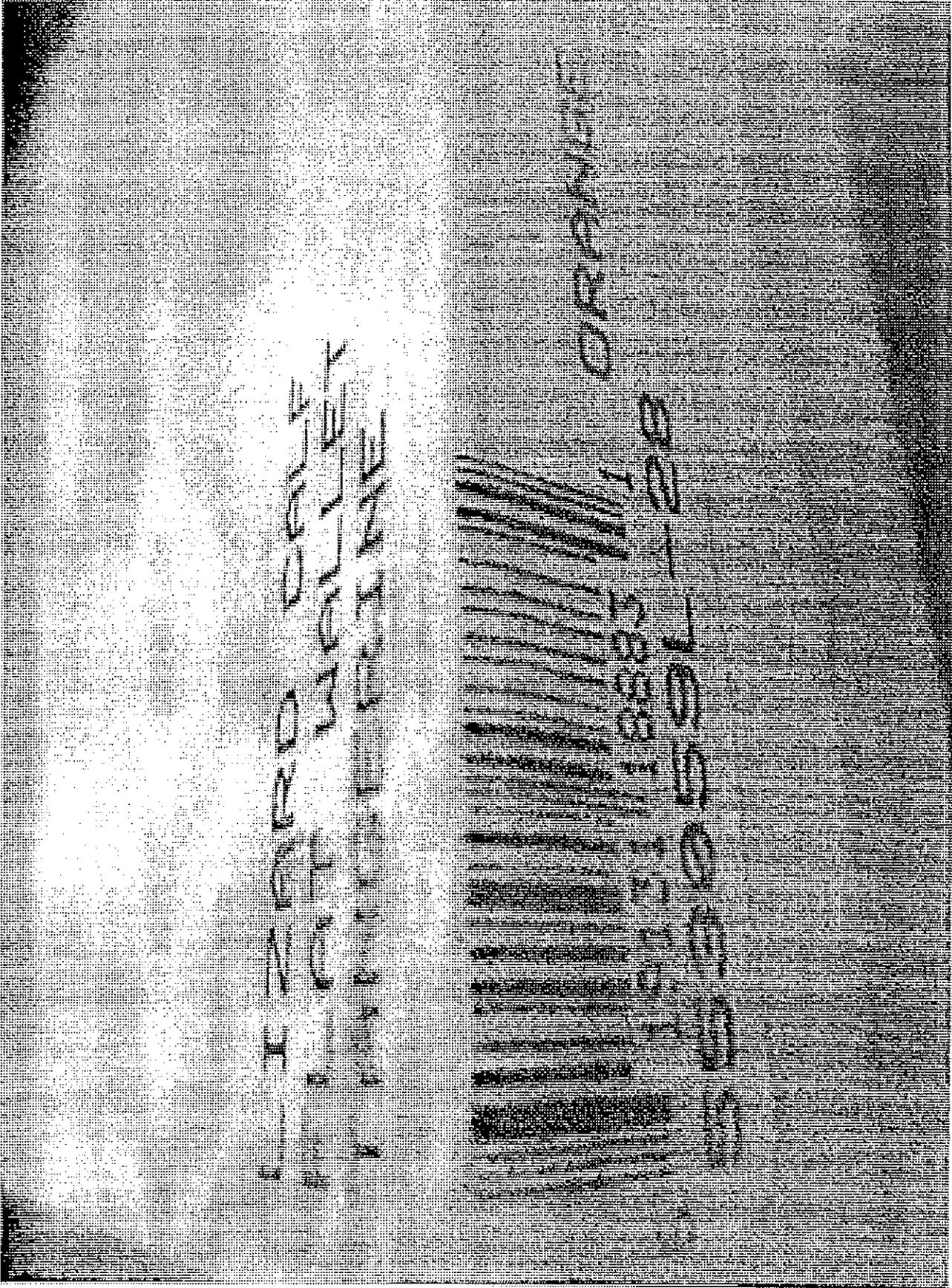
IAN GRABINER

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

CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
Title





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 # RG15 789111

Case Name: Center for Environmental Health v. Free People of PA LLC, et al  
Document: Order Granting Plaintiff's Motion For Court Approval And Entry of  
Consent Judgments; Consent Judgment As To Arcadia Group (USA) Ltd. DBA  
Topshop; Consent Judgment As To Faryl Rrobin, LLC; Consent Judgment As To GMA  
Accessories Inc.; Consent Judgment As To Josmo Shoe Corp; Consent Judgment As To  
Top Guy Int'l Trading, LLC;

**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 June 8, 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 v. Free People of PA LLC, et al.

## CASE NUMBER:

RG15 789111

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