



1           1.5           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
2 with or without a suspension of finely divided coloring matter, which changes to a solid film  
3 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
4 This term does not include printing inks or those materials which actually become a part of the  
5 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
6 the substrate, such as by electroplating or ceramic glazing.

7           1.6           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
8 supplies a Covered Product to Settling Defendant.

9           **2. INTRODUCTION**

10           2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
11 Environmental Health (“CEH”) and Defendant Reliable Knitting Works (“Settling Defendant”).

12           2.2           On December 16, 2016, 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 footwear without first providing a clear and reasonable Proposition 65 warning.

19           2.3           On March 24, 2017, CEH filed the action *Center for Environmental Health v.*  
20 *DB Shoe Company, et al.*, Case No. RG 17-854336, in the Superior Court of California for  
21 Alameda County, naming Settling Defendant as a party.

22           2.4           Settling Defendant sells Covered Products in the State of California and has  
23 done so in the past.

24           2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
25 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
26 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
27 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
28 and that this Court has jurisdiction to enter this Consent Judgment.

1           2.6           Nothing in this Consent Judgment is or shall be construed as an admission by  
2 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
3 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
4 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
5 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
6 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
7 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in  
8 this action.

9           **3.       INJUNCTIVE RELIEF**

10           3.1           **Specification Compliance Date.** To the extent it has not already done so, no  
11 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead  
12 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable  
13 efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

14           3.2           **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall  
15 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale  
16 any Covered Product that will be sold or offered for sale to California consumers that contains a  
17 material or is made of a component that exceeds the following Lead Limits:

18                   3.2.1   Paint or other Surface Coatings: 90 parts per million (“ppm”).

19                   3.2.2   Polyvinyl chloride (“PVC”): 200 ppm.

20                   3.2.3   All other materials or components other than cubic zirconia (sometimes  
21                   called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

25           3.3           **Action Regarding Specific Products.**

26                   3.3.1   On or before the Effective Date, Settling Defendant shall cease selling in  
27 California the following:  
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- a) Muk Luks Women’s Bree Sandals in Tan, Product No. 0016491230-6, SKU No. 0-33977-15751-4, Style No. 16491;
- b) Muk Luks Women’s Deedee Footbed Sandals in Coral, Product No. 0016474681-6, SKU No. 0-33977-15631-9, Style No. 16474;
- c) Muk Luks Women’s Harlow Beaded Sandals in Brown, Product No. 0016495200-6, SKU No. 0-33977-15771-2, Style No. 16495;
- d) Muk Luks Women’s Jennifer Beaded Sandals in Brown, Product No. 0016497200-6, SKU No. 0-33977-15781-1, Style No. 16497;
- e) Muk Luks Women’s Phoebe Beaded Sandals in Camel, Product No. 0016498210-6, SKU No. 0-33977-15786-6, Style No. 16498;
- f) Muk Luks Evie Buckle Ankle Boots in Brown, SKU No. 0-33977-16967-8, Target Item No. 51227481, Style No. 16602; and
- g) Muk Luks Moccasins in Brown, SKU No. 0-33977-17266-1, DSW Item No. 379798, Style No. 16681 (collectively, the “Section 3.3 Products”).

On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or customers that resell the Section 3.3 Products in California; and (ii) send instructions to its stores and/or customers that resell the Section 3.3 Products in California instructing them either to: (a) return all of the Section 3.3 Products to Settling Defendant for destruction; or (b) directly destroy the Section 3.3 Products.

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

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

**3.4 Warnings for Covered Products.**

3.4.1 Notwithstanding anything to the contrary, a Covered Product purchased, imported or manufactured by Settling Defendant may, as an alternative to meeting the

1 Lead Limits set forth in Section 3.2, be sold or offered for sale to California consumers so  
2 long as such Covered Product is accompanied by a Clear and Reasonable Warning that  
3 complies with the provisions of Section 3.4.2. A Clear and Reasonable Warning may only  
4 be provided for a Covered Product if Settling Defendant has in its possession a test result  
5 demonstrating that such Covered Product does not meet the Lead Limits. During the  
6 period for which any warnings are implemented, Settling Defendant shall utilize good  
7 faith efforts to achieve reformulation as soon as possible.

8 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
9 Consent Judgment shall state:

10 **WARNING:** This product contains lead, a chemical known to the State of  
11 California to cause cancer and birth defects or other reproductive harm.

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

26 **4. ENFORCEMENT**

27 4.1 Any Party may, after meeting and conferring, by motion or application for an  
28 order to show cause before this Court, enforce the terms and conditions contained in this Consent

1 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
2 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

3 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
4 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

5 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
6 Defendant within 45 days of the later of either the date the alleged violation(s) was or  
7 were observed or the date that CEH learns that the Covered Product was manufactured or  
8 sold by Settling Defendant, provided, however, that CEH may have up to an additional 45  
9 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if  
10 it has not yet obtained it from its laboratory.

11 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a  
12 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was  
13 observed, (b) the location at which the Covered Product was offered for sale, (c) a  
14 description of the Covered Product giving rise to the alleged violation, and of each  
15 material or component that is alleged not to comply with the Lead Limits, including a  
16 picture of the Covered Product and all identifying information on tags and labels, and (d)  
17 all test data obtained by CEH regarding the Covered Product and related supporting  
18 documentation, including all laboratory reports, quality assurance reports and quality  
19 control reports associated with testing of the Covered Products. Such Notice of Violation  
20 may be based upon total acid digest testing performed by an independent accredited  
21 laboratory or by x-ray fluorescence (“XRF”) testing.

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



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

(ii) One thousand five hundred dollars (\$1,500) if Settling Defendant is in violation of Section 3.2 only insofar as that Section deems Settling Defendant to have “offered for sale to California consumers” a product sold at retail by Settling Defendant’s customer, provided however, that no contribution is required or payable if Settling Defendant has already been required to pay a total of ten thousand dollars (\$10,000) pursuant to this subsection. This subsection shall apply only to Covered Products that Settling Defendant demonstrates were shipped prior to the Effective Date; 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, or if the Notice of Violation identifies a Covered Product that bears a warning label that complies with Section 3.4.1.

**5. PAYMENTS**

**5.1 Payments by Settling Defendant.** Within ten (10) calendar days of the Effective Date, Settling Defendant shall pay the total sum of \$100,000 as a settlement payment. Any failure by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each day the full

1 payment is not received after the applicable date set forth herein. The total settlement amount for  
2 Settling Defendant shall be paid in four separate checks made payable and allocated as follows:

3 5.1.1 Settling Defendant shall pay the sum of \$18,955 as a civil penalty pursuant  
4 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
5 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
6 California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the  
7 OEHHA portion of the civil penalty payment in the amount of \$14,216.25 shall be made payable  
8 to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall  
9 be delivered as follows:

10 For United States Postal Service Delivery:

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

14 For Non-United States Postal Service Delivery:

15 Attn: Mike Gyurics  
16 Fiscal Operations Branch Chief  
17 Office of Environmental Health Hazard Assessment  
18 1001 I Street, MS #19B  
19 Sacramento, CA 95814

18 The CEH portion of the civil penalty payment in the amount of \$4,738.75 shall be made  
19 payable to the Center For Environmental Health and associated with taxpayer identification  
20 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
21 Street, San Francisco, CA 94117.

22 5.1.2 Settling Defendant shall pay the sum of \$14,210 as an Additional  
23 Settlement Payment ("ASP") to CEH pursuant to Health & Safety Code § 25249.7(b), and  
24 California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's  
25 Toxics and Youth Fund and use them to support CEH programs and activities that seek to educate  
26 the public about lead and other toxic chemicals in consumer products that are marketed to youth,  
27 expand its use of social media to communicate with youth in California about the risks of  
28 exposures to lead and other toxic chemicals in the products they use and about ways to reduce

1 those exposures, work with industries that market products to youth to reduce exposure to lead  
2 and other toxic chemicals, and thereby reduce the public health impacts and risks of exposure to  
3 lead and other toxic chemicals in consumer products that are marketed to youth in California.  
4 CEH shall obtain and maintain adequate records to document that ASP funds are spent on these  
5 activities and CEH agrees to provide such documentation to the Attorney General within thirty  
6 days of any request from the Attorney General. The payment pursuant to this Section shall be  
7 made payable to the Center for Environmental Health and associated with taxpayer identification  
8 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
9 Street, San Francisco, CA 94117.

10           5.1.3 Settling Defendant shall also separately pay the sum of \$66,835 to the  
11 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
12 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
13 Law Group and associated with taxpayer identification number 94-3317175. This payment shall  
14 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## 15 **6. MODIFICATION**

16           6.1 **Written Consent.** This Consent Judgment may be modified from time to  
17 time by express written agreement of the Parties with the approval of the Court, or by an order of  
18 this Court upon motion and in accordance with law.

19           6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
20 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
21 modify the Consent Judgment.

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

23           7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
24 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
25 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
26 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell  
27 Covered Products, including but not limited to distributors, wholesalers, customers, retailers  
28 (including but not limited to DSW, Inc. and Target Corporation), franchisees, cooperative

1 members, licensors, and licensees (“Downstream Defendant Releasees”) of any violation of  
2 Proposition 65 that was or could have been asserted in the Complaint against Settling Defendant,  
3 Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn about  
4 alleged exposure to Lead contained in Covered Products that were sold by Settling Defendant  
5 prior to the Effective Date.

6 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
7 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
8 Settling Defendant.

9 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against  
10 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
11 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

## 12 **8. NOTICE**

13 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
14 notice shall be sent by first class and electronic mail to:

15 Eric S. Somers  
16 Lexington Law Group  
17 503 Divisadero Street  
18 San Francisco, CA 94117  
19 esomers@lexlawgroup.com

20 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
21 Judgment, the notice shall be sent by first class and electronic mail to:

22 Michael J. Hassen  
23 Jeffer Mangels Butler & Mitchell LLP  
24 Two Embarcadero Center, 5<sup>th</sup> Floor  
25 San Francisco, CA 94111  
26 MHassen@JMBM.com

27 8.3 Any Party may modify the person and address to whom the notice is to be sent  
28 by sending each other Party notice by first class and electronic mail.

## 29 **9. COURT APPROVAL**

30 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
31 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant

1 shall support entry of this Consent Judgment.

2           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
3 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
4 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

5 **10. ATTORNEYS' FEES**

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

15           10.2           Except as otherwise provided in this Consent Judgment, each Party shall bear  
16 its own attorneys' fees and costs.

17           10.3           Nothing in this Section 10 shall preclude a Party from seeking an award of  
18 sanctions pursuant to law.

19 **11. OTHER TERMS**

20           11.1           The terms of this Consent Judgment shall be governed by the laws of the State  
21 of California.

22           11.2           This Consent Judgment shall apply to and be binding upon CEH and Settling  
23 Defendant, and the successors or assigns of any of them.

24           11.3           This Consent Judgment contains the sole and entire agreement and  
25 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
26 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
27 merged herein and therein. There are no warranties, representations, or other agreements between  
28 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or

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

8           11.4       Nothing in this Consent Judgment shall release, or in any way affect any rights  
9 that Settling Defendant might have against any other party, whether or not that party is a Settling  
10 Defendant.

11           11.5       This Court shall retain jurisdiction of this matter to implement or modify the  
12 Consent Judgment.

13           11.6       The stipulations to this Consent Judgment may be executed in counterparts  
14 and by means of facsimile or portable document format (pdf), which taken together shall be  
15 deemed to constitute one document.

16           11.7       Each signatory to this Consent Judgment certifies that he or she is fully  
17 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
18 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
19 Party.

20           11.8       The Parties, including their counsel, have participated in the preparation of  
21 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
22 This Consent Judgment was subject to revision and modification by the Parties and has been  
23 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
24 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
25 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
26 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
27 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
28 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

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**IT IS SO ORDERED:**

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

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

**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**



\_\_\_\_\_  
Signature

**CHARLIE PIZZANO**

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

**ASSOCIATE DIRECTOR**

\_\_\_\_\_  
Title

**RELIABLE KNITTING WORKS**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

1 IT IS SO ORDERED:

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3 Dated: July 27, 2017

Michael J. Aron  
Judge of the Superior Court

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6 IT IS SO STIPULATED:

7 CENTER FOR ENVIRONMENTAL HEALTH

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Signature

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Printed Name

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17 RELIABLE KNITTING WORKS

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Mark Blotstein

Signature

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Mark Blotstein

Printed Name

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CEO

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