



**FILED**  
**ALAMEDA COUNTY**

**NOV 30 2018**

**CLERK OF THE SUPERIOR COURT**

By *[Signature]* Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. RG 17-854336
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT</b>
	)	<b>JUDGMENT AS TO OLIVIA</b>
v.	)	<b>MILLER, INC.</b>
	)	
DB SHOE COMPANY, LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

**1. DEFINITIONS**

1.1 "Covered Products" means footwear that are Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.2 "Effective Date" means the date on which this Consent Judgment is 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 Defendant Olivia Miller, Inc. (“Settling Defendant”).

12          2.2           On May 5, 2017, CEH served a 60-Day Notice of Violation under Proposition  
13 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety  
14 Code §§ 25249.5, *et seq.*) (the “Notice”) to Settling Defendant, the California Attorney General,  
15 the District Attorneys of every County in the State of California, and the City Attorneys for every  
16 City in the State of California with a population greater than 750,000. The Notice alleges that  
17 Settling Defendant violated Proposition 65 by exposing persons to Lead contained in footwear  
18 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, LLC, et al.*, Case No. RG 17-854336, in the Superior Court of California for  
21 Alameda County. On or about July 24, 2017, CEH named Settling Defendant as a defendant in  
22 that action pursuant to California Code of Civil Procedure § 474.

23          2.4           Settling Defendant sells Covered Products in the State of California and has  
24 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.

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

10 **3.       INJUNCTIVE RELIEF**

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

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

19                   3.2.1   Paint or other Surface Coatings: 90 parts per million ("ppm").

20                   3.2.2   Polyvinyl chloride ("PVC"): 200 ppm.

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

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

26           3.3           **Action Regarding Specific Products.**

27                   3.3.1   On or before the Effective Date, Settling Defendant shall cease selling in

28                   California: (1) the Olivia Miller Girl Jubilee Emoji Sneakers in Red, Style No. OMS-  
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1 1057, SKU No. 6-57486-44311-3; (2) the Olivia Miller Carrara Women's Multi-Buckle  
2 T-Strap Sandals in Blush, Kohls SKU No. 38155540, UPC No. 657486387073; (3) the  
3 Olivia Miller Pelham Women's Booties in Cognac, Style No. OMP-1181, SKU No. 6-  
4 57486-40553-1, Item No. 037-1070F; and (4) the Olivia Miller Ankle Chain Women's  
5 Booties in Brown, Style No. OMM-9734-STK, JC Penney SKU No. 03771970018, Item  
6 No. 037-7197F (the "Section 3.3 Products"). On or before the Effective Date, Settling  
7 Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or  
8 customers that resell the Section 3.3. Products in California, and (ii) send instructions to  
9 its stores and/or customers that resell the Section 3.3. Products in California instructing  
10 them either to: (a) return all of the Section 3.3 Products to Settling Defendant for  
11 destruction; or (b) directly destroy the Section 3.3 Products.

12 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all  
13 applicable laws.

14 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall  
15 provide CEH with written certification from Settling Defendant confirming compliance  
16 with the requirements of this Section 3.3.

17 **4. ENFORCEMENT**

18 4.1 Any Party may, after meeting and conferring, by motion or application for an  
19 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
20 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
21 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

22 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
23 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

24 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
25 Defendant within 45 days of the later of either the date the alleged violation(s) was or  
26 were observed or the date that CEH learns that the Covered Product was manufactured or  
27 sold by Settling Defendant, provided, however, that CEH may have up to an additional 45  
28 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if

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1 it has not yet obtained it from its laboratory.

2           **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a  
3 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was  
4 observed, (b) the location at which the Covered Product was offered for sale, (c) a  
5 description of the Covered Product giving rise to the alleged violation, and of each  
6 material or component that is alleged not to comply with the Lead Limits, including a  
7 picture of the Covered Product and all identifying information on tags and labels, and (d)  
8 all test data obtained by CEH regarding the Covered Product and related supporting  
9 documentation, including all laboratory reports, quality assurance reports and quality  
10 control reports associated with testing of the Covered Products. Such Notice of Violation  
11 shall be based at least in part upon total acid digest testing performed by an independent  
12 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
13 themselves sufficient to support a Notice of Violation, although any such testing may be  
14 used as additional support for a Notice. The Parties agree that the sample Notice of  
15 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
16 subsections (c) and (d) of this Section 4.2.2.

17           **4.2.3 Additional Documentation.** CEH shall promptly make available for  
18 inspection and/or copying upon request by and at the expense of Settling Defendant, all  
19 supporting documentation related to the testing of the Covered Products and associated  
20 quality control samples, including chain of custody records, all laboratory logbook entries  
21 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
22 from all analytical instruments relating to the testing of Covered Product samples and any  
23 and all calibration, quality assurance, and quality control tests performed or relied upon in  
24 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
25 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,  
26 any exemplars of Covered Products tested.

27           **4.2.4 Multiple Notices.** If Settling Defendant has received more than four  
28 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever

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1 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
2 Consent Judgment. For purposes of determining the number of Notices of Violation  
3 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

8 4.3 **Notice of Election.** Within thirty (30) days of receiving a Notice of Violation  
9 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
10 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
11 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be  
12 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
13 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
14 Environmental Health and included with Settling Defendant's Notice of Election.

15 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of  
16 Election shall include all then-available documentary evidence regarding the alleged  
17 violation, including any test data. Within thirty (30) days the parties shall meet and confer  
18 to attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
19 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling  
20 Defendant withdraws its Notice of Election to contest the Notice of Violation before any  
21 motion concerning the violations alleged in the Notice of Violation is filed pursuant to  
22 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion  
23 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-  
24 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or  
25 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
26 other data regarding the alleged violation, it shall promptly provide all such data or  
27 information to the other Party.

28 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,

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1 Settling Defendant shall include in its Notice of Election a detailed description of  
2 corrective action that it has undertaken or proposes to undertake to address the alleged  
3 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
4 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
5 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
6 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
7 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
8 addition to the corrective action, Settling Defendant shall make a contribution to the  
9 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
10 Section 4.3.3 applies.

11 **4.3.3 Limitations in Non-Contested Matters.**

12 (a) If it elects not to contest a Notice of Violation before any motion  
13 concerning the violation(s) at issue has been filed, the monetary liability of Settling  
14 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section  
15 4.3.3, if any.

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

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

21 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
22 Defendant, prior to receiving and accepting for distribution or sale the  
23 Covered Product identified in the Notice of Violation, obtained test results  
24 demonstrating that all of the materials or components in the Covered  
25 Product identified in the Notice of Violation complied with the applicable  
26 Lead Limits, and further provided that such test results meet the same  
27 quality criteria to support a Notice of Violation as set forth in Section 4.2.2  
28 and that the testing was performed within two years prior to the date of the

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1 sales transaction on which the Notice of Violation is based. Settling  
2 Defendant shall provide copies of such test results and supporting  
3 documentation to CEH with its Notice of Election; or

4 (ii) One thousand five hundred dollars (\$1,500) if Settling  
5 Defendant is in violation of Section 3.2 only insofar as that Section deems  
6 Settling Defendant to have "offered for sale to California consumers" a  
7 product sold at retail by Settling Defendant's customer, provided however,  
8 that no contribution is required or payable if Settling Defendant has already  
9 been required to pay a total of ten thousand dollars (\$10,000) pursuant to  
10 this subsection. This subsection shall apply only to Covered Products that  
11 Settling Defendant demonstrates were shipped prior to the Effective Date;  
12 or

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

17 **5. PAYMENTS**

18 **5.1 Payments by Settling Defendant.** Settling Defendant shall pay the total sum of  
19 \$30,000 as a settlement payment according to the following schedule: (a) within 14 days of the  
20 Effective Date: \$10,000; (b) within 60 days after the Effective Date: \$10,000, and (c) within 12  
21 months after the Effective Date: \$10,000. Any failure by Settling Defendant to comply with the  
22 payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant in  
23 the amount of \$100 for each day the full payment is not received after the applicable date set forth  
24 herein. The total settlement amount for Settling Defendant shall be paid by separate checks,  
25 made payable and allocated as follows:

26 5.1.1 Settling Defendant shall pay the sum of \$5,620 as a civil penalty pursuant  
27 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
28 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of



1 California's Office of Environmental Health Hazard Assessment ("OEHHA"). Accordingly, the  
2 OEHHA portion of the civil penalty payment in the amount of \$4,215 shall be made payable to  
3 OEHHA and associated with taxpayer identification number 68-0284486. This total amount shall  
4 be made in three payments of \$1,405 each payable on or before 14 days of the Effective Date,  
5 within 60 days after the Effective Date, and within 12 months after the Effective Date, and each  
6 delivered as follows:

7 For United States Postal Service Delivery:

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

13 For Non-United States Postal Service Delivery:

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

19 The CEH portion of the civil penalty payment in the amount of \$1,405 shall be made  
20 payable to the Center For Environmental Health and associated with taxpayer identification  
21 number 94-3251981. This total amount shall be made in two payments of \$468 payable on or  
22 before 14 days of the Effective Date and within 60 days after the Effective Date, and one payment  
23 of \$469 payable within 12 months after the Effective Date, and each delivered to Lexington Law  
24 Group, 503 Divisadero Street, San Francisco, CA 94117.

25 5.1.2 Settling Defendant shall pay the sum of \$4,215 as an Additional Settlement  
26 Payment ("ASP") to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code  
27 of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's Toxics and Youth  
28 Fund and use them to support CEH programs and activities that seek to educate the public about  
with industries that market products to youth to reduce exposure to lead and other toxic

1 chemicals, and thereby reduce the public health impacts and risks of exposure to lead and other  
2 toxic chemicals in consumer products that are marketed to youth in California. CEH shall obtain  
3 and maintain adequate records to document that ASP funds are spent on these activities and CEH  
4 agrees to provide such documentation to the Attorney General within thirty days of any request  
5 from the Attorney General. The payment pursuant to this Section shall be made payable to the  
6 Center for Environmental Health and associated with taxpayer identification number 94-3251981.  
7 This total amount shall be made in three payments of \$1,405 each payable on or before 14 days of  
8 the Effective Date, within 60 days after the Effective Date, and within 12 months after the  
9 Effective Date, and each delivered to Lexington Law Group, 503 Divisadero Street, San  
10 Francisco, CA 94117.

11           5.1.3 Settling Defendant shall also separately pay the sum of \$20,165 to the  
12 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
13 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
14 Law Group and associated with taxpayer identification number 94-3317175. This total amount  
15 shall be made in two payments of \$6,722 payable on or before 14 days of the Effective Date and  
16 within 60 days after the Effective Date, and one payment of \$6,721 payable within 12 months  
17 after the Effective Date, and each delivered to Lexington Law Group, 503 Divisadero Street, San  
18 Francisco, CA 94117.

## 19 **6. MODIFICATION**

20           6.1 **Written Consent.** This Consent Judgment may be modified from time to  
21 time by express written agreement of the Parties with the approval of the Court, or by an order of  
22 this Court upon motion and in accordance with law.

23           6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
24 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
25 modify the Consent Judgment.

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

27           7.1 Provided that Settling Defendant complies in full with its obligations under  
28 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on  
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1 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
2 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
3 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell  
4 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
5 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)  
6 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
7 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
8 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
9 Defendant prior to the Effective Date.

10           7.2           Provided that Settling Defendant complies in full with its obligations under  
11 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant  
12 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
13 Settling Defendant.

14           7.3           Provided that Settling Defendant complies in full with its obligations under  
15 Section 5 hereof, this Consent Judgment resolves all monetary claims CEH has asserted against  
16 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
17 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

18 **8. NOTICE**

19           8.1           When CEH is entitled to receive any notice under this Consent Judgment, the  
20 notice shall be sent by first class and electronic mail to:

21                               Eric S. Somers  
22                               Lexington Law Group  
23                               503 Divisadero Street  
24                               San Francisco, CA 94117  
25                               esomers@lexlawgroup.com

26           8.2           When Settling Defendant is entitled to receive any notice under this Consent  
27 Judgment, the notice shall be sent by first class mail to:

28                               Jack Saadia, President  
                                  Olivia Miller, Inc.  
                                  1 West 34th Street, 10th Floor

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1 New York, NY 10001

2 8.3 Any Party may modify the person and address to whom the notice is to be sent  
3 by sending each other Party notice by first class and electronic mail.

4 **9. COURT APPROVAL**

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

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

11 **10. ATTORNEYS' FEES**

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

21 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
22 its own attorneys' fees and costs.

23 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
24 sanctions pursuant to law.

25 **11. OTHER TERMS**

26 11.1 The terms of this Consent Judgment shall be governed by the laws of the State  
27 of California.

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1           11.2       This Consent Judgment shall apply to and be binding upon CEH and Settling  
2 Defendant, and the successors or assigns of any of them.

3           11.3       This Consent Judgment contains the sole and entire agreement and  
4 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
5 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
6 merged herein and therein. There are no warranties, representations, or other agreements between  
7 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
8 implied, other than those specifically referred to in this Consent Judgment have been made by any  
9 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
10 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
11 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
12 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
13 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
14 whether or not similar, nor shall such waiver constitute a continuing waiver.

15           11.4       Nothing in this Consent Judgment shall release, or in any way affect any rights  
16 that Settling Defendant might have against any other party, whether or not that party is a Settling  
17 Defendant.

18           11.5       This Court shall retain jurisdiction of this matter to implement or modify the  
19 Consent Judgment.

20           11.6       The stipulations to this Consent Judgment may be executed in counterparts  
21 and by means of facsimile or portable document format (pdf), which taken together shall be  
22 deemed to constitute one document.

23           11.7       Each signatory to this Consent Judgment certifies that he or she is fully  
24 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
25 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
26 Party.

27           11.8       The Parties, including their counsel, have participated in the preparation of  
28 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

1 This Consent Judgment was subject to revision and modification by the Parties and has been  
2 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
3 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
4 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
5 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
6 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
7 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

8

9 **IT IS SO ORDERED:**

10

11 Dated: November 30, 2018

Michael J. Amick  
Judge of the Superior Court

12

13

14 **IT IS SO STIPULATED:**

15 **CENTER FOR ENVIRONMENTAL HEALTH**

16

17

Chin

18

Signature

19

CHARLIE PIZZANO

20

Printed Name

21

22

ASSOCIATE DIRECTOR

23

Title

24

25

26

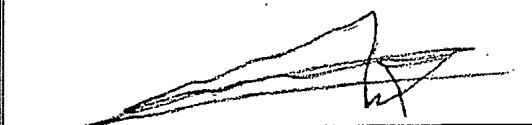
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OLIVIA MILLER, INC.



Signature

JACQUES A. DIAZ

Printed Name

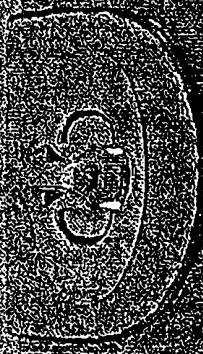
V.P.

Title

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# **Exhibit A**





0381060000  
FBI  
6243  
\$1.00





SALES TAX  
STATE OF TEXAS



3381060000

FAT  
5242

\$19.95

Thank you for  
shopping



Curtis & Tompkins, Ltd.

Lead			
Lab #:	281148	Location:	Lead in Fashion Accessories
Client:	Center for Environmental Health	Prep:	EPA 3050B
Project#:	FASHION ACCESSORIES	Analysis:	EPA 6020
Analyte:	Lead	Diln Fac:	100.0
Field ID:	FAT5243-BLUSH ZIP WALLET	Batch#:	240126
Lab ID:	281148-001	Sampled:	09/14/16
Matrix:	Miscell.	Received:	09/15/16
Units:	mg/Kg	Prepared:	10/13/16
Basis:	as received	Analyzed:	10/20/16

Result	RL
1,800	220

RL= Reporting Limit



Curtis & Tompkins, Ltd.

Batch QC Report

Lead			
Lab #:	281148	Location:	Lead in Fashion Accessories
Client:	Center for Environmental Health	Prep:	EPA 3050B
Project#:	FASHION ACCESSORIES	Analysis:	EPA 6020
Analyte:	Lead	Diln Fac:	100.0
Type:	BLANK	Batch#:	240126
Lab ID:	QC855565	Prepared:	10/13/16
Matrix:	Miscell.	Analyzed:	10/20/16
Units:	mg/Kg		

Result	RL
ND	0.52

ND= Not Detected  
RL= Reporting Limit  
Page 1 of 1



Batch QC Report

Lead			
Lab #:	281148	Location:	Lead in Fashion Accessories
Client:	Center for Environmental Health	Prep:	EPA 3050B
Project#:	FASHION ACCESSORIES	Analysis:	EPA 6020
Analyte:	Lead	Batch#:	240126
Matrix:	Miscell.	Prepared:	10/13/16
Units:	mg/Kg	Analyzed:	10/20/16
Diln Fac:	25.00		

Type	Lab ID	Spiked	Result	%REC	Limits	RPD	Lim
BS	QC855566	26.82	30.31	113	80-125		
BSD	QC855567	25.16	29.33	117	80-125	3	20

RPD= Relative Percent Difference