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FILED
ALAMEDA COUNTY

AUG 02 2021

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 18-933923
)	
Plaintiff,)	[PROPOSED] CONSENT
)	JUDGMENT AS TO NASTY GAL
v.)	LIMITED
)	
CORNERSTONE APPAREL, INC., <i>et al.</i> ,)	
)	
Defendants.)	
)	

1. DEFINITIONS

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

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

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

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

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

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

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

11 **2. INTRODUCTION**

12 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
13 Environmental Health (“CEH”) and Defendant Nasty Gal Limited (“Settling Defendant”).

14 2.2 On September 30, 2019, CEH served a 60-Day Notice of Violation under
15 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
16 & Safety Code §§ 25249.5, *et seq.*) (the “Notice”) on Settling Defendant, the California Attorney
17 General, the District Attorneys of every County in the State of California, and the City Attorneys
18 for every City in the State of California with a population greater than 750,000. The Notice
19 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in
20 Covered Products without first providing a clear and reasonable Proposition 65 warning.

21 2.3 On December 28, 2018, CEH filed the action *Center for Environmental*
22 *Health v. Cornerstone Apparel, Inc., et al.*, Case No. RG 18-933923, in the Superior Court of
23 California for Alameda County. On February 13, 2019, CEH filed the operative First Amended
24 Complaint. On February 28, 2020, CEH filed an amendment to the Complaint pursuant to
25 California Code of Civil Procedure § 474, naming Settling Defendant as a defendant in this
26 action.

27 2.4 Settling Defendant sells Covered Products in the State of California and has
28 done so in the past.

1 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
2 Court has jurisdiction over the allegations of violations contained in the operative Complaint
3 applicable to Settling Defendant (the "Complaint") and personal jurisdiction over Settling
4 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
5 and that this Court has jurisdiction to enter this Consent Judgment.

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

14 **3. INJUNCTIVE RELIEF**

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

19 3.2 **Lead Limits.** Except as described in Section 3.4, commencing on the
20 Effective Date, Settling Defendant shall not purchase, import, Manufacture, supply to an
21 unaffiliated third party, or sell or offer for sale any Covered Product that will be sold or offered
22 for sale to California consumers that contains a material or is made of a component that exceeds
23 the following Lead Limits:

24 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per
25 million ("ppm").

26 3.2.2 Polyvinyl chloride ("PVC") on Accessible Components: 200 ppm.

27 3.2.3 All other Accessible Components other than cubic zirconia (sometimes
28 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

4 **3.3 Action Regarding Specific Products.**

5 3.3.1 Settling Defendant has ceased selling in California (a) the Copperose Belt
6 in Black, sold with the Copperose Walking on the Wild Side Leopard Belted Dress in
7 Grey (Nasty Gal Item No. AGG68075-131-30); (2) the Pearls Like You Faux Leather
8 Circle Belt (Nasty Gal Item No. AGG47508-295-35); and (3) the Foxy Lady Faux Leather
9 Circle Belt in Lilac (Nasty Gal Item No. AGG47511-137-35).

10 **3.4 Warnings for Covered Products.**

11 3.4.1 **Interim Warning Requirement.** A Covered Product purchased,
12 imported, or Manufactured by Settling Defendant that exceeds the Lead Limits may be
13 sold or offered for retail sale prior to the Effective Date in California only if it contains a
14 Clear and Reasonable Warning that complies with the provisions of Section 3.4.3.

15 3.4.2 **Ongoing Warning Option.** A Covered Product purchased, imported, or
16 Manufactured by Settling Defendant that exceeds the Lead Limits may, as an alternative
17 to meeting the Lead Limits, be sold or offered for retail sale after the Effective Date if it
18 contains a Clear and Reasonable Warning that complies with the provisions of Section
19 3.4.3, and if Settling Defendant maintains records that demonstrate that (a) Settling
20 Defendant provided the notice required by Section 3.1, and (b) Settling Defendant
21 provided an additional notice to the Vendor after receipt of the Covered Product that
22 exceeds the Lead Limits to cease distribution of such product to the Settling Defendant
23 unless and until the Lead Limits are met. To the extent that Settling Defendant has
24 knowledge that a Vendor is nonetheless selling or offering for sale Covered Products that
25 do not meet the Lead Limits, Settling Defendant may not thereafter purchase Covered
26 Products from that Vendor.

27 3.4.3 **Clear and Reasonable Warning.** A Clear and Reasonable Warning under
28 this Consent Judgment shall state:

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WARNING: This product can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm.

The word “**WARNING**” shall be in all capital letters and bold print. This statement shall be prominently displayed on the Covered Product with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual prior to sale. If the statement is displayed on a placard or sign where the Covered Product is offered for sale, the warning placard or sign must enable an ordinary individual to easily determine which specific Covered Products the warning applies to, and to differentiate between that Covered Product and other products to which the warning statement does not apply. For internet, catalog, or any other sale where the consumer is not physically present, the warning statement shall be displayed in such a manner that it is likely to be read and understood by an ordinary individual prior to the authorization of or actual payment.

3.4.4 The warning requirements set forth herein are imposed pursuant to the terms of this Consent Judgment, and are recognized by the parties as not being the exclusive manner of providing a warning for the Covered Products. Warnings may be provided as specified in the Proposition 65 regulations for consumer products in effect as of the Effective Date (Title 27, California Code of Regulations, section 25601, *et seq.*) or as such regulations may be amended in the future.

4. ENFORCEMENT

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

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

4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling Defendant within 45 days of the later of either the date the alleged violation(s) was or

1 were observed or the date that CEH learns that the Covered Product was manufactured or
2 sold by Settling Defendant, provided, however, that CEH may have up to an additional 45
3 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if
4 it has not yet obtained it from its laboratory.

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

20 **4.2.3 Additional Documentation.** CEH shall promptly make available for
21 inspection and/or copying upon request by and at the expense of Settling Defendant, all
22 supporting documentation related to the testing of the Covered Products and associated
23 quality control samples, including chain of custody records, all laboratory logbook entries
24 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
25 from all analytical instruments relating to the testing of Covered Product samples and any
26 and all calibration, quality assurance, and quality control tests performed or relied upon in
27 conjunction with the testing of the Covered Products, obtained by or available to CEH that
28

1 pertains to the Covered Product’s alleged noncompliance with Section 3 and, if available,
2 any exemplars of Covered Products tested.

3 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four Non-
4 Contested Notices of Violation in any 12-month period, at CEH’s option, CEH may seek
5 whatever fines, costs, penalties, or remedies are provided by law for failure to comply
6 with the Consent Judgment. For purposes of determining the number of Notices of
7 Violation pursuant to this Section 4.2.4, the following shall be excluded:

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

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

12 **4.3 Notice of Election.** Within sixty (60) days of receiving a Notice of Violation
13 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
14 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
15 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be
16 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
17 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
18 Environmental Health and included with Settling Defendant’s Notice of Election.

19 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
20 Election shall include all then-available documentary evidence regarding the alleged
21 violation, including any test data. Within thirty (30) days the parties shall meet and confer
22 to attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
23 CEH may file an enforcement motion or application pursuant to Section 4.1. In the event
24 CEH proves a violation of Section 3.2, the Court in its discretion may order Settling
25 Defendant to cease selling any affected Covered Products in California without a Clear
26 and Reasonable Warning. If Settling Defendant withdraws its Notice of Election to
27 contest the Notice of Violation before any motion concerning the violations alleged in the
28 Notice of Violation is filed pursuant to Section 4.1, Settling Defendant shall make a

1 contribution to the Proposition 65 Fashion Accessory Testing Fund in the amount of
2 \$12,500 and shall comply with all of the non-monetary provisions of Section 4.3.2. If, at
3 any time prior to reaching an agreement or obtaining a decision from the Court, CEH or
4 Settling Defendant acquires additional test or other data regarding the alleged violation, it
5 shall promptly provide all such data or information to the other Party.

6 **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,
7 Settling Defendant shall include in its Notice of Election a detailed description of
8 corrective action that it has undertaken or proposes to undertake to address the alleged
9 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
10 Covered Product will no longer be offered by Settling Defendant or its customers for sale
11 in California without a Clear and Reasonable Warning. If there is a dispute over the
12 sufficiency of the proposed corrective action or its implementation, CEH shall promptly
13 notify Settling Defendant and the Parties shall meet and confer before seeking the
14 intervention of the Court to resolve the dispute. In addition to the corrective action,
15 Settling Defendant shall make a contribution to the Fashion Accessory Testing Fund in the
16 amount of \$10,000, unless one of the provisions of Section 4.3.3 applies.

17 **4.3.3 Limitations in Non-Contested Matters.**

18 (a) If it elects not to contest a Notice of Violation before any motion
19 concerning the violation(s) at issue has been filed, the monetary liability of Settling
20 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
21 4.3.3, if any.

22 (b) The contribution to the Fashion Accessory Testing Fund shall be:

23 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
24 Defendant, prior to receiving and accepting for distribution or sale the
25 Covered Product identified in the Notice of Violation, obtained test results
26 demonstrating that all of the materials or components in the Covered
27 Product identified in the Notice of Violation complied with the applicable
28 Lead Limits, and further provided that such test results meet the same

1 quality criteria to support a Notice of Violation as set forth in Section 4.2.2
2 and that the testing was performed within two years prior to the date of the
3 sales transaction on which the Notice of Violation is based. Settling
4 Defendant shall provide copies of such test results and supporting
5 documentation to CEH with its Notice of Election; or

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

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

19 **5. PAYMENTS**

20 5.1 **Payments by Settling Defendant.** Within fifteen (15) days of the Effective Date,
21 Settling Defendant shall pay the total sum of \$40,000 as a settlement payment. Any failure by
22 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
23 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not
24 received after the applicable date set forth herein. The total settlement amount for Settling
25 Defendant shall be paid in five separate checks made payable and allocated as follows:

26 5.1.1 Settling Defendant shall pay the sum of \$5,360 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 \$4,020 shall be made payable to
3 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
4 delivered as follows:

5 For United States Postal Service Delivery:

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

11 For Non-United States Postal Service Delivery:

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

17 The CEH portion of the civil penalty payment in the amount of \$1,340 shall be made
18 payable to the Center for Environmental Health and associated with taxpayer identification
19 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
20 Street, San Francisco, CA 94117.

21 5.1.2 Settling Defendant shall pay the sum of \$4,015 as an Additional Settlement
22 Payment ("ASP") to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code
23 of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's Toxics and Youth
24 Fund and use them to support CEH programs and activities that seek to educate the public about
25 lead and other toxic chemicals in consumer products that are marketed to youth, expand its use of
26 social media to communicate with youth in California about the risks of exposures to lead and
27 other toxic chemicals in the products they use and about ways to reduce those exposures, work
28 with industries that market products to youth to reduce exposure to lead and other toxic
chemicals, and thereby reduce the public health impacts and risks of exposure to lead and other
toxic chemicals in consumer products that are marketed to youth in California. CEH shall obtain
and maintain adequate records to document that ASP funds are spent on these activities and CEH
agrees to provide such documentation to the Attorney General within thirty days of any request

1 from the Attorney General. The payment pursuant to this Section shall be made payable to the
2 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
3 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
4 CA 94117.

5 5.1.3 Settling Defendant shall also separately pay the sum of \$30,625 as
6 reimbursement of a portion of CEH's reasonable attorneys' fees and costs. This payment shall be
7 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117. The
8 attorneys' fees and cost reimbursement shall be made in two separate checks as follows: (a)
9 \$25,740 payable to the Lexington Law Group and associated with taxpayer identification number
10 94-3317175; and (b) \$4,885 payable to the Center for Environmental Health and associated with
11 taxpayer identification number 94-3251981. These payments shall be delivered to Lexington
12 Law Group, 503 Divisadero Street, San Francisco, CA 94117.

13 **6. MODIFICATION**

14 6.1 **Written Consent.** This Consent Judgment may be modified from time to
15 time by express written agreement of the Parties with the approval of the Court, or by an order of
16 this Court upon motion and in accordance with law.

17 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
18 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
19 modify the Consent Judgment.

20 **7. CLAIMS COVERED AND RELEASED**

21 7.1 Provided that Settling Defendant complies in full with its obligations under
22 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on
23 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
24 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
25 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
26 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
27 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
28 of any violation of Proposition 65 that was or could have been asserted in the Complaint against

1 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
2 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
3 Defendant prior to the Effective Date.

4 7.2 Provided that Settling Defendant complies in full with its obligations under
5 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
6 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
7 Settling Defendant after the Effective Date.

8 **8. NOTICE**

9 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
10 notice shall be sent by first class and electronic mail to:

11 Howard Hirsch
12 Lexington Law Group
13 503 Divisadero Street
14 San Francisco, CA 94117
15 hhirsch@lexlawgroup.com

16 8.2 When Settling Defendant is entitled to receive any notice under this Consent
17 Judgment, the notice shall be sent by first class and electronic mail to:

18 Angela Levin
19 Troutman Pepper LLP
20 Three Embarcadero Center, Suite 800
21 San Francisco, CA 94111
22 angela.levin@troutman.com

23 8.3 Any Party may modify the person and address to whom the notice is to be sent
24 by sending each other Party notice by first class and electronic mail.

25 **9. COURT APPROVAL**

26 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
27 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
28 shall support entry of this Consent Judgment.

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

1 **10. ATTORNEYS' FEES**

2 10.1 Should CEH prevail on any motion, application for an order to show cause, or
3 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
4 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
5 Settling Defendant prevail on any motion application for an order to show cause or other
6 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
7 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
8 or application lacked substantial justification. For purposes of this Consent Judgment, the term
9 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
10 Code of Civil Procedure §§ 2016, *et seq.*

11 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
12 its own attorneys' fees and costs.

13 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
14 sanctions pursuant to law.

15 **11. TERMINATIONS**

16 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
17 at any time after five years from the Effective Date, upon the provision of 30 days advanced
18 written notice; such termination shall be effective upon the subsequent filing of a notice of
19 termination with Superior Court of Alameda County.

20 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
21 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
22 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
23 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
24 shall survive any termination.

25 **12. OTHER TERMS**

26 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
27 of California.

28 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling

1 Defendant, and the successors or assigns of any of them.

2 12.3 This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
4 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
5 merged herein and therein. There are no warranties, representations, or other agreements between
6 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
7 implied, other than those specifically referred to in this Consent Judgment have been made by any
8 Party hereto. No other agreements not specifically contained or referenced herein, oral or
9 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
10 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
11 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
12 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
13 whether or not similar, nor shall such waiver constitute a continuing waiver.

14 12.4 Nothing in this Consent Judgment shall release or in any way affect any rights
15 that Settling Defendant might have against any other party, whether or not that party is a Settling
16 Defendant.

17 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

19 12.6 The stipulations to this Consent Judgment may be executed in counterparts
20 and by means of facsimile or portable document format (pdf), which taken together shall be
21 deemed to constitute one document.

22 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
23 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
24 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
25 Party.

26 12.8 The Parties, including their counsel, have participated in the preparation of
27 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
28 This Consent Judgment was subject to revision and modification by the Parties and has been

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

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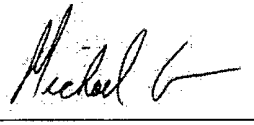
IT IS SO ORDERED:

Dated: August 2, 2021


Judge of the Superior Court

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature

Michael Green

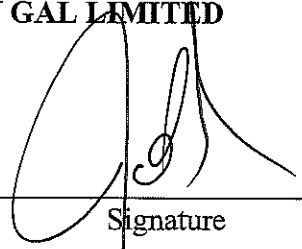
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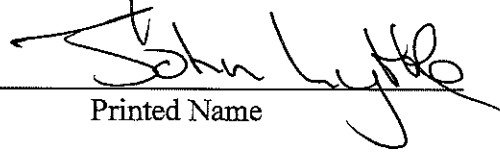
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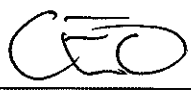
NASTY GAL LIMITED



Signature



Printed Name

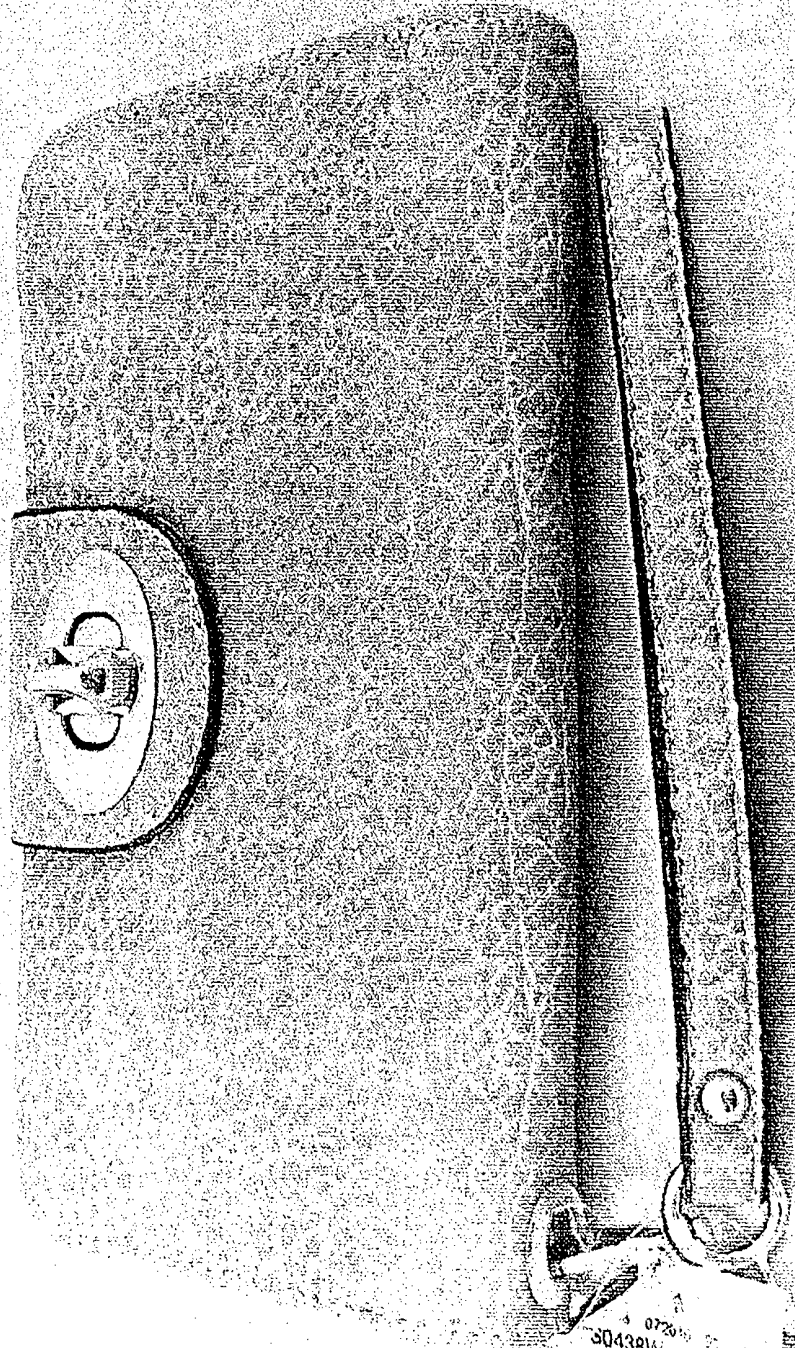


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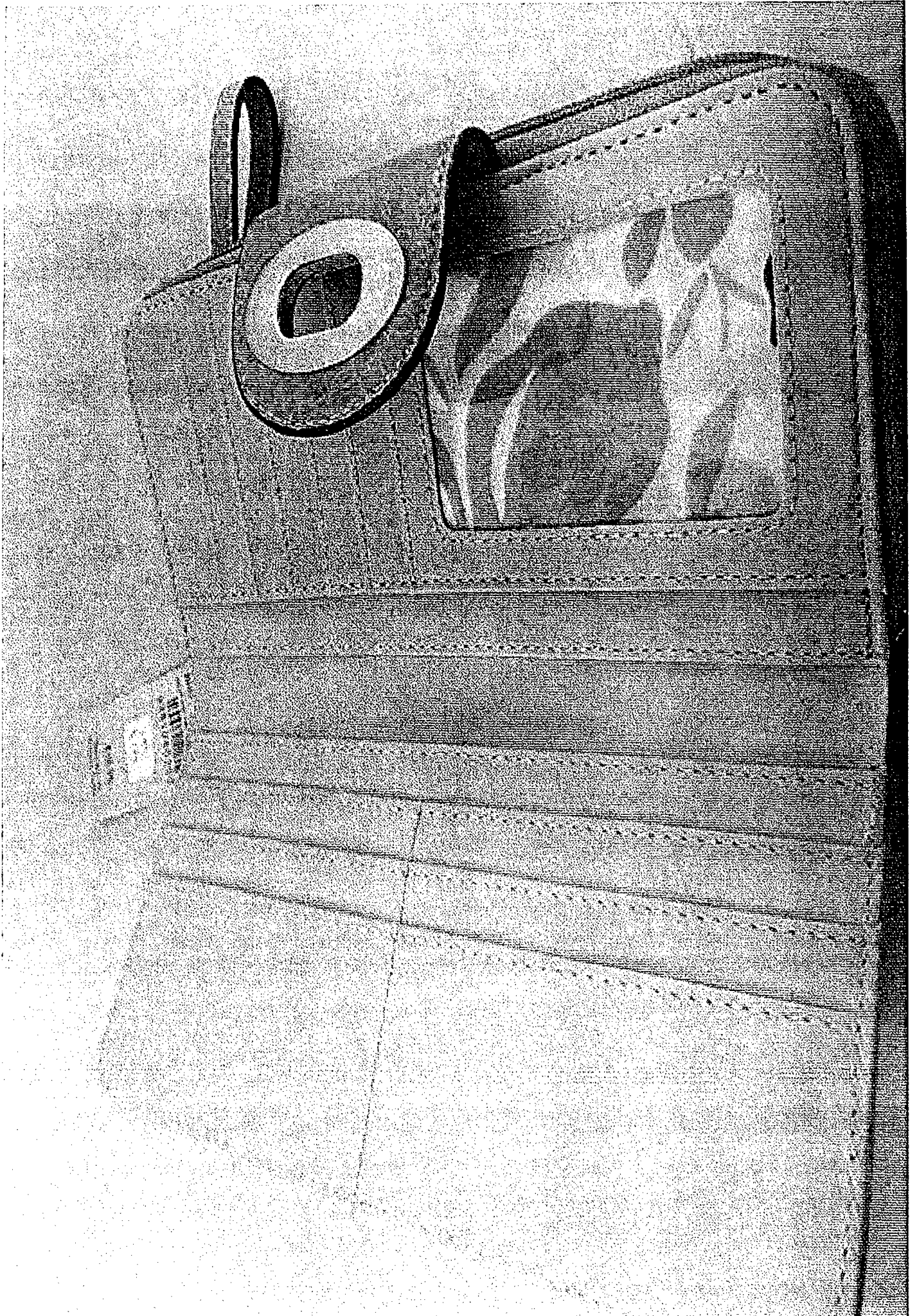
EXHIBIT A
Sample Notice

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Exhibit A



30438W
BHU
9381060000
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6243



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S0488W
BHJ

ELIUM

WILLET ALUM TERN COE



9381060000

FAT
5243

\$19.95

Thank you for
shopping



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

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

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