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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

|                                  |   |                                     |
|----------------------------------|---|-------------------------------------|
| CENTER FOR ENVIRONMENTAL HEALTH, | ) | Lead Case No. RG 09-459448          |
|                                  | ) |                                     |
| Plaintiff,                       | ) | (Consolidated with Case Nos. RG 10- |
|                                  | ) | 494289, RG 10-494513, RG 10-494517, |
| v.                               | ) | RG 11-598595, RG 11-598596, RG 11-  |
|                                  | ) | 603764, RG 12-658652)               |
| LULU NYC LLC, et al.,            | ) |                                     |
|                                  | ) | <b>[PROPOSED] CONSENT</b>           |
| Defendants.                      | ) | <b>JUDGMENT AS TO M&amp;P</b>       |
|                                  | ) | <b>CENTRAL, INC.</b>                |
| _____                            | ) |                                     |
| AND CONSOLIDATED CASES.          | ) |                                     |
|                                  | ) |                                     |
| _____                            | ) |                                     |

**1. DEFINITIONS**

1.1 “Covered Products” means belts, footwear, wallets, handbags, purses and clutches 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           1.4           “Manufactured” and “Manufactures” means to manufacture, produce, or  
2 assemble.

3           1.5           “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           1.6           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
10 supplies a Covered 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 M&P Central, Inc. (“Settling Defendant”).

14           2.2           On May 27, 2010, CEH served two 60-Day Notices 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.*), alleging that Settling Defendant violated Proposition 65 by  
17 exposing persons to Lead contained in belts and wallets, handbags, purses and clutches, without  
18 first providing a clear and reasonable Proposition 65 warning. On or about June 13, 2013, CEH  
19 served a 60-Day Notice of Violation under Proposition 65 alleging that Settling Defendant  
20 violated Proposition 65 by exposing persons to Lead contained in footwear, without first  
21 providing a clear and reasonable Proposition 65 warning.

22           2.3           On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,  
23 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and  
24 clutches. The Court has consolidated the *Lulu* matter with a number of other related Proposition  
25 65 cases. On November 3, 2010, CEH filed the Second Amended Complaints in *CEH v. Ashley*  
26 *Stewart Ltd., et al.*, Case No. RG 10-494289, and *CEH v. Bag Bazaar, Ltd., et al.*, Case No. RG  
27 10-494517, naming Settling Defendant as a defendant in both such actions. The Second  
28 Amended Complaint in the *CEH v. Bag Bazaar, Ltd., et al.* is hereby amended to include

1 allegations as to Settling Defendant only as to footwear in addition to wallets, handbags, purses  
2 and clutches.

3 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered  
4 Products in the State of California or has done so in the past.

5 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this  
6 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
7 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
8 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
9 and that this Court has jurisdiction to enter this Consent Judgment.

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

18 **3. INJUNCTIVE RELIEF**

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

23 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall  
24 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale  
25 any Covered Product that will be sold or offered for sale to California consumers that contains a  
26 material or is made of a component that exceeds the following Lead Limits:

27 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

28 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

1                   3.2.3 All other materials or components other than cubic zirconia (sometimes  
2 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

6                   **3.3 Action Regarding Specific Products.**

7                   3.3.1 On or before the Effective Date, Settling Defendant shall cease selling the  
8 specific products identified on Exhibit A (the “Recall Products”) in California. On or  
9 before the Effective Date, Settling Defendant shall also: (i) cease shipping the Recall  
10 Products to any of its stores, and (ii) send instructions to its stores instructing them either  
11 to: (a) return all of the Recall Products to Settling Defendant for destruction; or (b)  
12 directly destroy the Recall Products.

13                   3.3.2 Any destruction of the Recall Products shall be in compliance with all  
14 applicable laws.

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

18 **4. ENFORCEMENT**

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

23                   4.2           **Notice of Violation.** CEH may seek to enforce the requirements of Section  
24 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

25                   4.2.1       **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
26 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
27 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
28 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it

1 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a  
2 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the  
3 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served  
4 within 45 days of the date the supplier is identified by CEH.

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

12 4.3 **Notice of Election.** Within 30 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 30 days the parties shall meet and confer to  
22 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. If Settling  
24 Defendant withdraws its Notice of Election to contest the Notice of Violation before any  
25 motion concerning the violations alleged in the Notice of Violation is filed pursuant to  
26 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion  
27 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-  
28 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or

1 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or  
2 other data regarding the alleged violation, it shall promptly provide all such data or  
3 information to the other Party.

4           **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,  
5 Settling Defendant shall include in its Notice of Election a detailed description of  
6 corrective action that it has undertaken or proposes to undertake to address the alleged  
7 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
8 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
9 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
10 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
11 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
12 addition to the corrective action, Settling Defendant shall make a contribution to the  
13 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
14 Section 4.3.3 applies.

15           **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

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

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

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

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

## 21 **5. PAYMENTS**

22 1.1 **Payments by Settling Defendant.** On or before the dates set forth on Exhibit B,  
23 Settling Defendant shall pay a total of \$170,000, as further specified in Section 5.2 below and on  
24 Exhibit B. Any failure by Settling Defendant to comply with the payment terms herein shall be  
25 subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each  
26 day the full payment is not received after applicable due date set forth on Exhibit B. The late fees  
27 required under this Section shall be recoverable, together with reasonable attorneys’ fees, in an  
28 enforcement proceeding brought pursuant to Section 4.1 of this Consent Judgment.



1           5.1           The total settlement amount for Settling Defendant shall be paid in separate  
2 checks delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero  
3 Street, San Francisco, California 94117, and made payable and allocated pursuant to the schedule  
4 on Exhibit B and as follows:

5                   5.1.1   On the dates specified on Exhibit B, Settling Defendant shall pay the  
6 amounts designated on Exhibit B as a civil penalty pursuant to Health & Safety Code §  
7 25249.7(b). CEH shall apportion this payment in accordance with Health & Safety Code  
8 § 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental  
9 Health Hazard Assessment). The civil penalty check shall be made payable to the “Center  
10 For Environmental Health” and associated with taxpayer identification number 94-  
11 3251981.

12                   5.1.2   On the dates specified on Exhibit B, Settling Defendant shall also  
13 separately pay to CEH the amounts designated on Exhibit B as Payment In Lieu of Civil  
14 Penalty pursuant to Health & Safety Code § 25249.7(b), and California Code of  
15 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating  
16 and protecting people from exposures to toxic chemicals, including heavy metals. In  
17 addition, as part of its Community Environmental Action and Justice Fund, CEH will use  
18 four percent of such funds to award grants to grassroots environmental justice groups  
19 working to educate and protect people from exposures to toxic chemicals. The method of  
20 selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).  
21 The payment in lieu of penalty check shall be made payable to the “Center For  
22 Environmental Health” and associated with taxpayer identification number 94-3251981.

23                   5.1.3   On the dates specified on Exhibit B, Settling Defendant shall also  
24 separately pay to the Lexington Law Group the amounts designated on Exhibit B as  
25 Attorneys’ Fees and Costs as reimbursement of a portion of CEH’s reasonable attorneys’  
26 fees and costs. The attorneys’ fees and cost reimbursement checks shall be made payable  
27 to the “Lexington Law Group” and associated with taxpayer identification number 94-  
28 3317175.

1       **6.       MODIFICATION**

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

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

8       **7.       CLAIMS COVERED AND RELEASED**

9               7.1               This Consent Judgment is a full, final and binding resolution between CEH on  
10 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
11 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
12 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell  
13 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
14 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”) of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
15 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
16 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
17 Defendant prior to the Effective Date.

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

21               7.3               Nothing in this Section 7 affects CEH’s right to commence or prosecute an  
22 action under Proposition 65 against any person other than a Settling Defendant, Defendant  
23 Releasee, or Downstream Defendant Releasee.

24               7.4               Nothing in Section 7 affects CEH’s right to commence or prosecute an action  
25 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer  
26 of Settling Defendant under Section 3.2; and (b) sells or offers for sale a Covered Product to  
27 California consumers that does not comply with the Lead Limits after the Effective Date.  
28

1 **8. NOTICE**

2 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
3 notice shall be sent by first class and electronic mail to:

4 Eric S. Somers  
5 Lexington Law Group  
6 503 Divisadero Street  
7 San Francisco, CA 94117  
8 esomers@lexlawgroup.com

9 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 Michelle Lyu Cheng  
12 Reed Smith  
13 355 South Grand Avenue  
14 Suite 2900  
15 Los Angeles, CA 90071  
16 [mcheng@reedsmith.com](mailto:mcheng@reedsmith.com)

17 8.3 Any Party may modify the person and address to whom the notice is to be sent  
18 by sending each other Party notice by first class and electronic mail.

19 **9. COURT APPROVAL**

20 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH  
21 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
22 shall support entry of this Consent Judgment.

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

26 **10. ATTORNEYS' FEES**

27 10.1 Should CEH prevail on any motion, application for an order to show cause or  
28 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
Settling Defendant prevail on any motion application for an order to show cause or other  
proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
of such motion or application upon a finding by the Court that CEH's prosecution of the motion

1 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
2 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
3 Code of Civil Procedure §§ 2016, *et seq.*

4 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
5 its own attorneys' fees and costs.

6 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
7 sanctions pursuant to law.

8 **11. OTHER TERMS**

9 11.1 The terms of this Consent Judgment shall be governed by the laws of the State  
10 of California.

11 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
12 Defendant, and the successors or assigns of any of them.

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

25 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
26 that Settling Defendant might have against any other party, whether or not that party is a Settling  
27 Defendant.

28 11.5 This Court shall retain jurisdiction of this matter to implement or modify the

1 Consent Judgment.

2 11.6 The stipulations to this Consent Judgment may be executed in counterparts  
3 and by means of facsimile or portable document format (pdf), which taken together shall be  
4 deemed to constitute one document.

5 11.7 Each signatory to this Consent Judgment certifies that he or she is fully  
6 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
7 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
8 Party.

9 11.8 The Parties, including their counsel, have participated in the preparation of  
10 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
11 This Consent Judgment was subject to revision and modification by the Parties and has been  
12 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
13 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
14 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
15 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
16 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
17 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

18  
19 **IT IS SO ORDERED:**

20  
21 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Steven A. Brick  
Judge of the Superior Court

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**



Signature

Carmine Pizzano

Printed Name

Associate Director

Title

**M&P CENTRAL, INC.**

Signature

Printed Name

Title

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**M&P CENTRAL, INC.**

*Dan Seong*  
\_\_\_\_\_  
Signature

*DAN SEONG*  
\_\_\_\_\_  
Printed Name

*President*  
\_\_\_\_\_  
Title

**EXHIBIT A**  
**Recall Products**

- Bloom Belt in Orange, SKU No. 8350000131 (CEH ID No. B249L)
- Bloom Belt in Red, SKU No. 8630495821(CEH ID No. B446L)
- Bloom Elastic Belt in Coral, SKU No. 8760795821, Style No. sBT-H79858 (CEH ID No. FAT1280)
- Bloom Belt in Green, SKU No. 8630553241, Style No. CRB5532 (CEH ID No. FAT1282)
- Sachi Handbag in Mustard, SKU No. 8142935131, Item No. 00/ CMG2935 (CEH ID No. AB516L)
- Handbag in Red, SKU No. 8736279331 (CEH ID No. AB803L)
- Handbag Republic Handbag with Gold Embellishments in Orange, SKU No. 8910005521 (CEH ID No. FAT279)
- Bloom Clutch with Flower in Mustard, SKU No. 8860600351, Style No. JCG6003 (CEH ID No. FAT641)
- Bloom Clutch in Orange, SKU No. 8860600261, Style No. JCG6002 (CEH ID No. FAT642)
- Bloom Wallet in Mustard, SKU No. 8860600151; Style No. JCG6001 (CEH ID No. FAT808)
- Handbag Republic Envelope Purse in Gold & Burgundy, SKU No. 8911002721, Style No. 00/ EV0027 (CEH ID No. FAT1287)
- Purse with Skull Studs in Red (CEH ID No. FAT1289)
- Handbag Republic Purse in Orange, SKU No. 8910001431, Style No. 00/ s0014 (CEH ID No. FAT1290)
- Handbag Republic Purse in Orange & Camel, SKU No. 8910006621, Style No. 00/ s0066 (CEH ID No. FAT1291)



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**EXHIBIT B**

**Payment Allocation and Schedule**

**1. Settling Defendant's Settlement Payment, Allocation and Due Dates:**

|                                  |           |
|----------------------------------|-----------|
| Total Settlement Payment         | \$170,000 |
| Civil Penalty                    | \$22,600  |
| Payment in Lieu of Civil Penalty | \$33,900  |
| Attorneys' Fees and Costs        | \$113,500 |

**Payment Schedule**

**June 5, 2013**

|                           |  |
|---------------------------|--|
| Attorneys' Fees and Costs | \$6,428.11 (CEH acknowledges receipt of payment) |
|---------------------------|--|

**July 5, 2013**

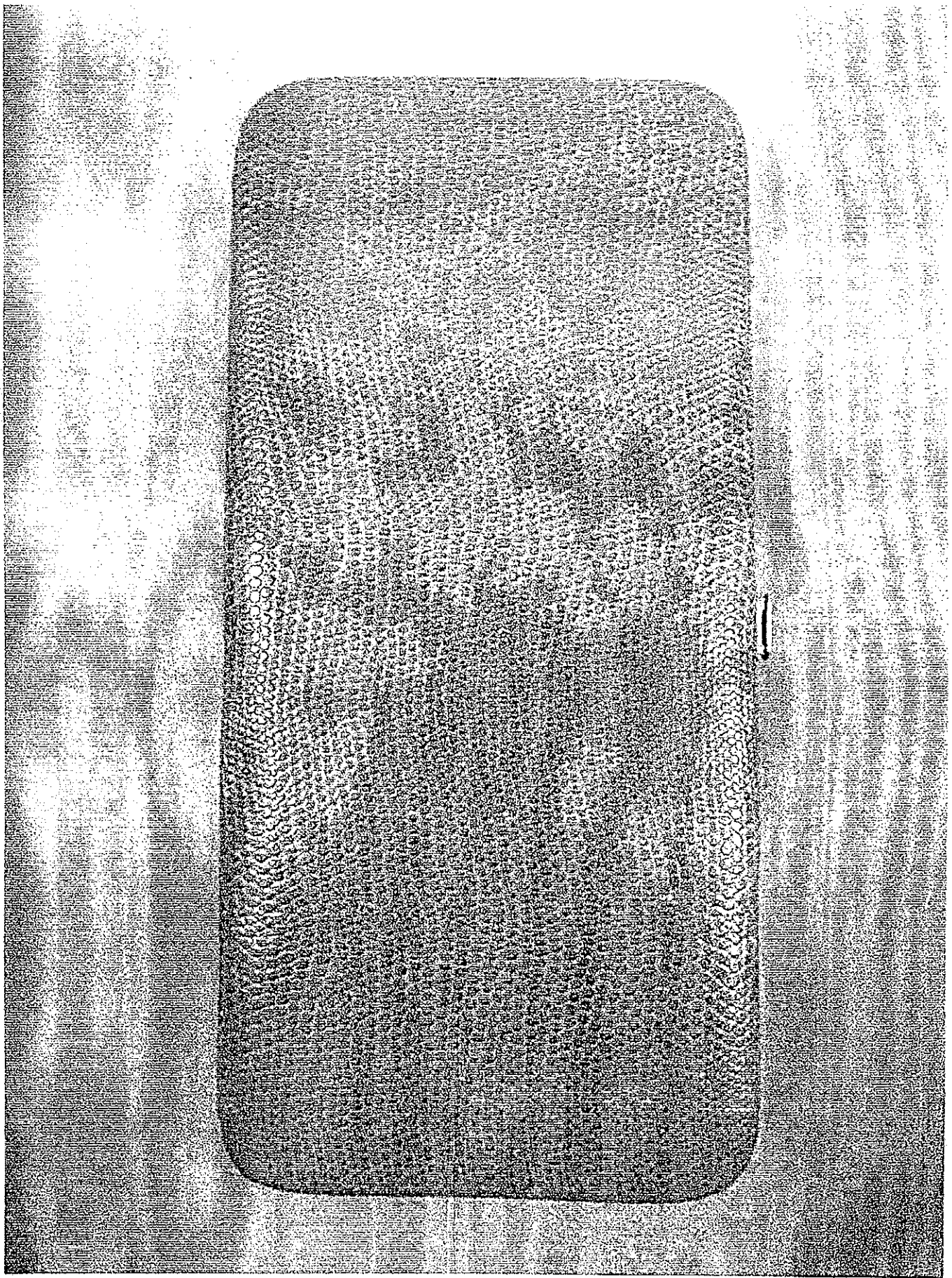
|                                  |  |
|----------------------------------|--|
| Civil Penalty                    | \$10,000.00 (check to CEH)                 |
| Payment in Lieu of Civil Penalty | \$18,000.00 (check to CEH)                 |
| Attorneys' Fees and Costs        | \$57,000.00 (check to Lexington Law Group) |

**September 5, 2013**

|                                  |  |
|----------------------------------|--|
| Civil Penalty                    | \$12,600.00 (check to CEH)                 |
| Payment in Lieu of Civil Penalty | \$15,900.00 (check to CEH)                 |
| Attorneys' Fees and Costs        | \$50,071.89 (check to Lexington Law Group) |

**EXHIBIT C**  
**Sample Notice**

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## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

Analytical Report No.: CL3573-33  
Analysis Dates: 07/26/11 - 08/03/11

Listed below are the results of our analyses for sample(s) received on July 26, 2011.

**CEH ID#AB789L, [REDACTED] Wallet (Orange Surface Material On Main Part Of W**  
**NFL ID AF02363**

| Analyte | Result | Units | Method Ref. |
|---------|--------|-------|-------------|
| Lead    | 67500  | ppm   | NIOSH 7082  |

A portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, [www.TheNFL.com](http://www.TheNFL.com). Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable