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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 and RG 12-658652)
LULU NYC LLC, et al.,	)	
	)	<b>[PROPOSED] CONSENT</b>
Defendants.	)	<b>JUDGMENT AS TO YOOX</b>
	)	<b>CORPORATION</b>
_____	)	
AND CONSOLIDATED CASES.	)	
_____	)	

**1. DEFINITIONS**

1.1 "Covered Products" means wallets, handbags, purses, clutches, belts and footwear that are Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.2 "Effective Date" means September 30, 2013.

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.

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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 Yoox Corporation (“Settling Defendant”).

12          2.2           On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,  
13 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and  
14 clutches. The Court has consolidated the *Lulu* matter with a number of other related Proposition  
15 65 cases.

16          2.3           On or about May 27, 2010, CEH served 60-Day Notices of Violation under  
17 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
18 & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition 65 by  
19 exposing persons to Lead contained in wallets, handbags, purses, clutches, belts and footwear,  
20 without first providing a clear and reasonable Proposition 65 warning. On November 3, 2010,  
21 CEH named Settling Defendant as a Defendant in the Second Amended Complaint filed in the  
22 action entitled *CEH v. Bag Bazaar, et al.*, Case No. RG 10-494517, in the Second Amended  
23 Complaint filed in the action entitled *CEH v. Ashley Stewart Ltd., et al.*, Case No. RG 10-494289,  
24 and in the Second Amended Complaint filed in the action entitled *CEH v. Zappos.com, et al.*,  
25 Case No. RG 10-494513.

26          2.4           Settling Defendant manufactures, distributes and/or offers for sale Covered  
27 Products in the State of California or has done so in the past.

28

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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 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its  
17 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide  
18 Covered Products that comply with the Lead Limits on a nationwide basis.

19           3.2           **Lead Limits.**

20                       Subject to Settling Defendant's option under Section 3.4 below, commencing on  
21 the Effective Date, Settling Defendant shall not purchase, import, Manufacture, or supply to an  
22 unaffiliated third party any Covered Product that will be sold or offered for sale to California  
23 consumers that contains a material or is made of a component that exceeds the following Lead  
24 Limits:

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

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

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

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1           3.3           **Final Retail Compliance Date.** Subject to Settling Defendant's option under  
2 Section 3.4 below, commencing on the Effective Date, Settling Defendant shall not sell or offer  
3 for sale in California any Covered Product that exceeds the Lead Limits specified in Section 3.2.

4           3.4           **Warnings for Covered Products.**

5           3.4.1 **Warning Option.** A Covered Product purchased, imported or  
6 Manufactured by Settling Defendant may, as an alternative to meeting the Lead Limits, be  
7 sold or offered for retail sale in California with a Clear and Reasonable Warning that  
8 complies with the provisions of Section 3.4.2. A Clear and Reasonable Warning may only  
9 be provided for Covered Products that Settling Defendant reasonably believes do not meet  
10 the Lead Limits.

11           3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
12 Consent Judgment shall state either:

13           WARNING: This product contains a chemical known to the State of California to  
14 cause birth defects or other reproductive harm. Do not allow children to mouth or  
15 chew.

16           Or

17           WARNING: This product contains a chemical known to the State of California to  
18 cause birth defects or other reproductive harm. Do not mouth or chew.

19           A Clear and Reasonable Warning shall not be preceded by, surrounded by, or include any  
20 additional words or phrases that contradict, obfuscate or otherwise undermine the  
21 warning. For sales to consumers where the consumer is physically present and can see a  
22 warning on the Covered Product or the packaging of the Covered Product prior to  
23 purchase or payment, this statement shall be prominently displayed on the Covered  
24 Product or the packaging of the Covered Product with such conspicuousness, as compared  
25 with other words, statements or designs as to render it likely to be read and understood by  
26 an ordinary individual prior to sale. For internet, catalog or any other sale where the  
27 consumer is not physically present and cannot see a warning displayed on the Covered  
28 Product or the packaging of the Covered Product prior to purchase or payment, the

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1 warning statement shall be displayed in such a manner that it is likely to be read and  
2 understood prior to the authorization of or actual payment. For internet sales to  
3 consumers with a California shipping address, the warning statement shall: (a) be  
4 displayed before a consumer commits to purchasing the Covered Product and without the  
5 need for the consumer to follow any additional hyperlinks beyond those required as part  
6 of the ordinary purchasing process; (b) be set out in a text, box on a separate line or in a  
7 separate paragraph; (c) be displayed in a font size which is no smaller than the font size of  
8 the text used to describe the product; and (d) be displayed with such conspicuousness, as  
9 compared with other words, statements, or designs as to render it likely to be read and  
10 understood by an ordinary individual. The warning statement shall not be preceded,  
11 followed, or surrounded by words, symbols, or other matter that reduces its  
12 conspicuousness to an ordinary individual, or that qualifies or interprets the required text,  
13 such as "legal notice required by law," or that the warning "may" apply to a Covered  
14 Product. An example of a warning that the Parties agree meets the terms and conditions  
15 of this Consent Judgment is attached hereto as Exhibit A.

16 **3.5 Action Regarding Specific Products.**

17 3.5.1 On or before the Effective Date, Settling Defendant shall cease selling the:  
18 (i) Diesel Belt - Yellow, SKU No. 100000008193578; (ii) Dolce & Gabbana Belt – Red,  
19 SKU No. 1000000007899148; (iii) Miss Sixty Collection Ricapu Handbag - Yellow, SKU  
20 No. 1000000008163599; (iv) Dolce & Gabbana Wallet - Multi-Colored, SKU No. 8-  
21 034064-268818; and (v) Versus Closed-Toe Slip-Ons - Yellow, SKU No.  
22 1000000007249400 (the "Section 3.5 Products") in California.

23 3.5.2 Within sixty days of the Effective Date, Settling Defendant shall provide  
24 CEH with written certification from Settling Defendant confirming compliance with the  
25 requirements of this Section 3.5.

26 **4. ENFORCEMENT**

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

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1 Judgment. Enforcement of the terms and conditions of Sections 3.2, 3.3 and 3.4 of this Consent  
2 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3.

3 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Sections  
4 3.2, 3.3 or 3.4 by issuing a Notice of Violation pursuant to this Section 4.2.

5 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
6 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
7 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
8 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it  
9 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a  
10 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the  
11 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served  
12 within 45 days of the date the supplier is identified by CEH.

13 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,  
14 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
15 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
16 Covered Product giving rise to the alleged violation, and of each material or component  
17 that is alleged not to comply with the Lead Limits, including a picture of the Covered  
18 Product and all identifying information on tags and labels, (d) all test data obtained by  
19 CEH regarding the Covered Product and related supporting documentation, including all  
20 laboratory reports, quality assurance reports and quality control reports associated with  
21 testing of the Covered Products, and (e) documentary evidence that CEH reasonably  
22 concludes would be admissible establishing that no Clear and Reasonable Warning was  
23 provided. Such Notice of Violation shall be based at least in part upon total acid digest  
24 testing performed by an independent accredited laboratory. Wipe, swipe, x-ray  
25 fluorescence, and swab testing are not by themselves sufficient to support a Notice of  
26 Violation, although any such testing may be used as additional support for a Notice. The  
27 Parties agree that the sample Notice of Violation attached hereto as Exhibit B is sufficient  
28 in form to satisfy the requirements of subsections (c) and (d) of this Section 4.2.2. *ck*

1                   **4.2.3 Additional Documentation.** CEH shall promptly make available for  
2 inspection and/or copying upon request by and at the expense of Settling Defendant, all  
3 supporting documentation related to the testing of the Covered Products and associated  
4 quality control samples, including chain of custody records, all laboratory logbook entries  
5 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
6 from all analytical instruments relating to the testing of Covered Product samples and any  
7 and all calibration, quality assurance, and quality control tests performed or relied upon in  
8 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
9 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,  
10 any exemplars of Covered Products tested.

11                   **4.2.4 Multiple Notices.** If Settling Defendant has received more than four  
12 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever  
13 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
14 Consent Judgment. For purposes of determining the number of Notices of Violation  
15 pursuant to this Section 4.2.4, the following shall be excluded:

16                   (a) Multiple notices identifying products Manufactured for or sold to  
17 Settling Defendant from the same Vendor; and

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

20                   **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation  
21 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
22 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
23 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be  
24 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
25 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
26 Environmental Health and included with Settling Defendant's Notice of Election.

27                   **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of  
28 Election shall include all then-available documentary evidence regarding the alleged

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1 violation, including any test data. Within 30 days the parties shall meet and confer in good  
2 faith to attempt to resolve their dispute. Should such attempts at meeting and conferring  
3 fail, CEH may file an enforcement motion or application pursuant to Section 4.1. If  
4 Settling Defendant withdraws its Notice of Election to contest the Notice of Violation  
5 before any motion concerning the violations alleged in the Notice of Violation is filed  
6 pursuant to Section 4.1, Settling Defendant shall make a contribution to the Proposition 65  
7 Fashion Accessory Testing Fund in the amount of \$12,500 and shall comply with all of  
8 the non-monetary provisions of Section 4.3.2. If, at any time prior to reaching an  
9 agreement or obtaining a decision from the Court, CEH or Settling Defendant acquires  
10 additional test or other data regarding the alleged violation, it shall promptly provide all  
11 such data or information to the other Party.

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

23 **4.3.3 Limitations in Non-Contested Matters.**

24 (a) If it elects not to contest a Notice of Violation before any motion  
25 concerning the violation(s) at issue has been filed, the monetary liability of Settling  
26 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section  
27 4.3.3, if any.

28 (b) If more than one settling defendant in these consolidated actions



1 has manufactured, sold, offered for sale or distributed a Covered Product identified in a  
2 non-contested Notice of Violation, each settling defendant shall comply with the non-  
3 monetary corrective action requirements of Section 4.3.2; however, only one required  
4 monetary contribution may be assessed against all settling defendants as to the noticed  
5 Covered Product in the following order of priority: (1) manufacturers, (2) importers, (3)  
6 distributors, and (4) retailers. If any contribution is sought from Settling Defendant, rather  
7 than the manufacturer, importer or distributor, on the grounds that the Covered Product  
8 allegedly is not genuine, CEH shall provide evidence to Settling Defendant in support of  
9 the claim that the Covered Product is not genuine.

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

11 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
12 Defendant, prior to receiving and accepting for distribution or sale the  
13 Covered Product identified in the Notice of Violation, obtained test results  
14 demonstrating that all of the materials or components in the Covered  
15 Product identified in the Notice of Violation complied with the applicable  
16 Lead Limits, and further provided that such test results meet the same  
17 quality criteria to support a Notice of Violation as set forth in Section 4.2.2  
18 and that the testing was performed within two years prior to the date of the  
19 sales transaction on which the Notice of Violation is based. Settling  
20 Defendant shall provide copies of such test results and supporting  
21 documentation to CEH with its Notice of Election; or

22 (iii) Not required or payable, if the Notice of Violation identifies  
23 the same Covered Product(s) or products, differing only in size or color,  
24 that have been the subject of another Notice of Violation within the  
25 preceding 12 months.

26 **5. PAYMENTS**

27 5.1 **Payments by Settling Defendant.** Within five (5) business days of the Court's  
28 entry of this Consent Judgment, Settling Defendant shall pay the total sum of \$120,000 as a

1 settlement payment by wire transfer in accordance with wire transfer instructions provided by  
2 CEH. The total settlement amount for Settling Defendant shall be allocated as follows:

3 5.1.1 Settling Defendant shall pay the sum of \$15,930 as a civil penalty pursuant  
4 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with  
5 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
6 Environmental Health Hazard Assessment).

7 5.1.2 Settling Defendant shall pay the sum of \$23,900 as a payment in lieu of  
8 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
9 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
10 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
11 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
12 funds to award grants to grassroots environmental justice groups working to educate and protect  
13 people from exposures to toxic chemicals. The method of selection of such groups can be found  
14 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

15 5.1.3 Settling Defendant shall also separately pay the sum of \$80,170 to the  
16 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
17 costs.

## 18 6. MODIFICATION

19 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
20 time by express written agreement of the Parties with the approval of the Court, or by an order of  
21 this Court upon motion and in accordance with law.

22 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
23 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
24 modify the Consent Judgment.

## 25 7. CLAIMS COVERED AND RELEASED

26 7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
27 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
28 affiliated entities that are under common ownership and/or common control, their respective

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1 directors, officers, employees, and attorneys (“Defendant Releasees”), and each entity to and/or  
2 on behalf of whom they directly or indirectly distribute or sell Covered Products, including but  
3 not limited to distributors, wholesalers, consignors, customers, retailers, franchisees, cooperative  
4 members, joint venturers, licensors, and licensees (“Downstream Defendant Releasees”) of any  
5 violation of Proposition 65 that was or could have been asserted in the Complaint against Settling  
6 Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn  
7 about alleged exposure to Lead contained in Covered Products that were sold by Settling  
8 Defendant prior to the Effective Date.

9           7.2           Compliance with the terms of this Consent Judgment by Settling Defendant  
10 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant’s Covered  
11 Products.

12           7.3           Nothing in this Section 7 affects CEH’s right to commence or prosecute an  
13 action under Proposition 65 against any person other than Settling Defendant, Defendant  
14 Releasees, or Downstream Defendant Releasees.

15 **8.     NOTICE**

16           8.1           When CEH is entitled to receive any notice under this Consent Judgment, the  
17 notice shall be sent by first class and electronic mail to:

18                           Eric S. Somers  
19                           Lexington Law Group  
20                           503 Divisadero Street  
21                           San Francisco, CA 94117  
22                           [esomers@lexlawgroup.com](mailto:esomers@lexlawgroup.com)

23           8.2           When Settling Defendant is entitled to receive any notice under this Consent  
24 Judgment, the notice shall be sent by first class and electronic mail to:

25                           Meredith M. Moss  
26                           Steptoe & Johnson, LLP  
27                           2121 Avenue of the Stars, Suite 2800  
28                           Los Angeles, CA 90067  
                             [mmoss@steptoe.com](mailto:mmoss@steptoe.com)

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With a copy to:

Giuliano Iannaccone  
Tarter Krinsky & Drogin LLP  
1350 Broadway  
New York, NY 10018  
[giannaccone@tarterkrinsky.com](mailto:giannaccone@tarterkrinsky.com)

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

**9. COURT APPROVAL**

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

**10. ATTORNEYS' FEES**

10.1 Should CEH prevail on any motion, application for an order to show cause or 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 or application lacked substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

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

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

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**11. TERMINATION**

11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such termination shall be effective upon the subsequent filing of a notice of termination with Superior Court of Alameda County.

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

**12. OTHER TERMS**

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

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

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

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1           12.4       Nothing in this Consent Judgment shall release, or in any way affect any rights  
2 that Settling Defendant might have against any other party, whether or not that party is a Settling  
3 Defendant.

4           12.5       This Court shall retain jurisdiction of this matter to implement or modify the  
5 Consent Judgment.

6           12.6       The stipulations to this Consent Judgment may be executed in counterparts  
7 and by means of facsimile or portable document format (pdf), which taken together shall be  
8 deemed to constitute one document.

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

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

22 **IT IS SO ORDERED:**

23  
24 Dated: \_\_\_\_\_

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

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**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**



\_\_\_\_\_  
Signature

*CHARLIE PIZZANO*

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

*ASSOCIATE DIRECTOR*

\_\_\_\_\_  
Title

**YOOX CORPORATION**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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**IT IS SO STIPULATED:**

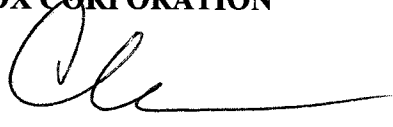
**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Signature

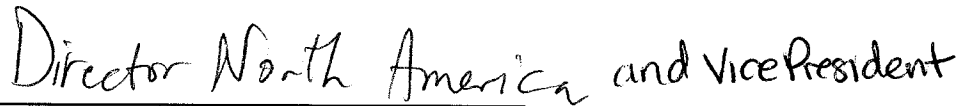
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**YOOX CORPORATION**

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Title



# **Exhibit A**

## Cart

You have 7 products in your Cart [Modify your Cart](#)

 <p>Rings VERNISSAGE</p> <p><b>WARNING:</b> This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. Do not mouth or chew.</p>	<p>Steel grey</p> <p>ONESIZE (INT)</p>	<p><b>\$ 120.00</b></p>	<p>Products in your Cart</p> <p>Total for products <b>\$ 6,159.00</b></p>
 <p>Casual pants PRADA</p>	<p>Skin color</p> <p>8 (US)</p>	<p><b>\$ 313.00</b></p>	<p>Shipping options</p> <p>Standard <del>\$ 8.96</del> <b>Free</b></p>
 <p>Knee length skirts ALICE-OLIVIA</p>	<p>Fuchsia</p> <p>8 (US)</p>	<p><b>\$ 225.00</b></p>	<p>Payment options</p> <p>Credit Card <b>Free</b></p>
 <p>Blazers GIVENCHY</p> <p><b>WARNING:</b> This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. Do not mouth or chew.</p>	<p>Khaki</p> <p>10 (US)</p>	<p><b>\$ 2,243.00</b></p>	<p>Moneybook <b>\$ -140.95</b></p>
 <p>Stoles DSQUARED2</p> <p><b>WARNING:</b> This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. Do not mouth or chew.</p>	<p>Beige</p>	<p><b>\$ 164.00</b></p>	<p>Applied Promotions</p> <p><b>YOUR ENTIRE ORDER SHIPS FREE</b></p>
 <p>Cardigans FRANCESCO SCOGNAMIGLIO</p>	<p>Ivory</p> <p>6 (US)</p>	<p><b>\$ 799.00</b></p>	<p><b>Order total</b></p> <p><b>\$ 5,012.05</b></p>
 <p>Long dresses TOMAS MAIER</p>	<p>Fuchsia</p> <p>4 (US)</p>	<p><b>\$ 1,295.00</b></p>	

[Hide Cart](#)

You are ordering as John - test.us@yoox.com (Not John ? [Log out](#))

## Checkout

1. [Shipping Address](#)

[Payment](#)

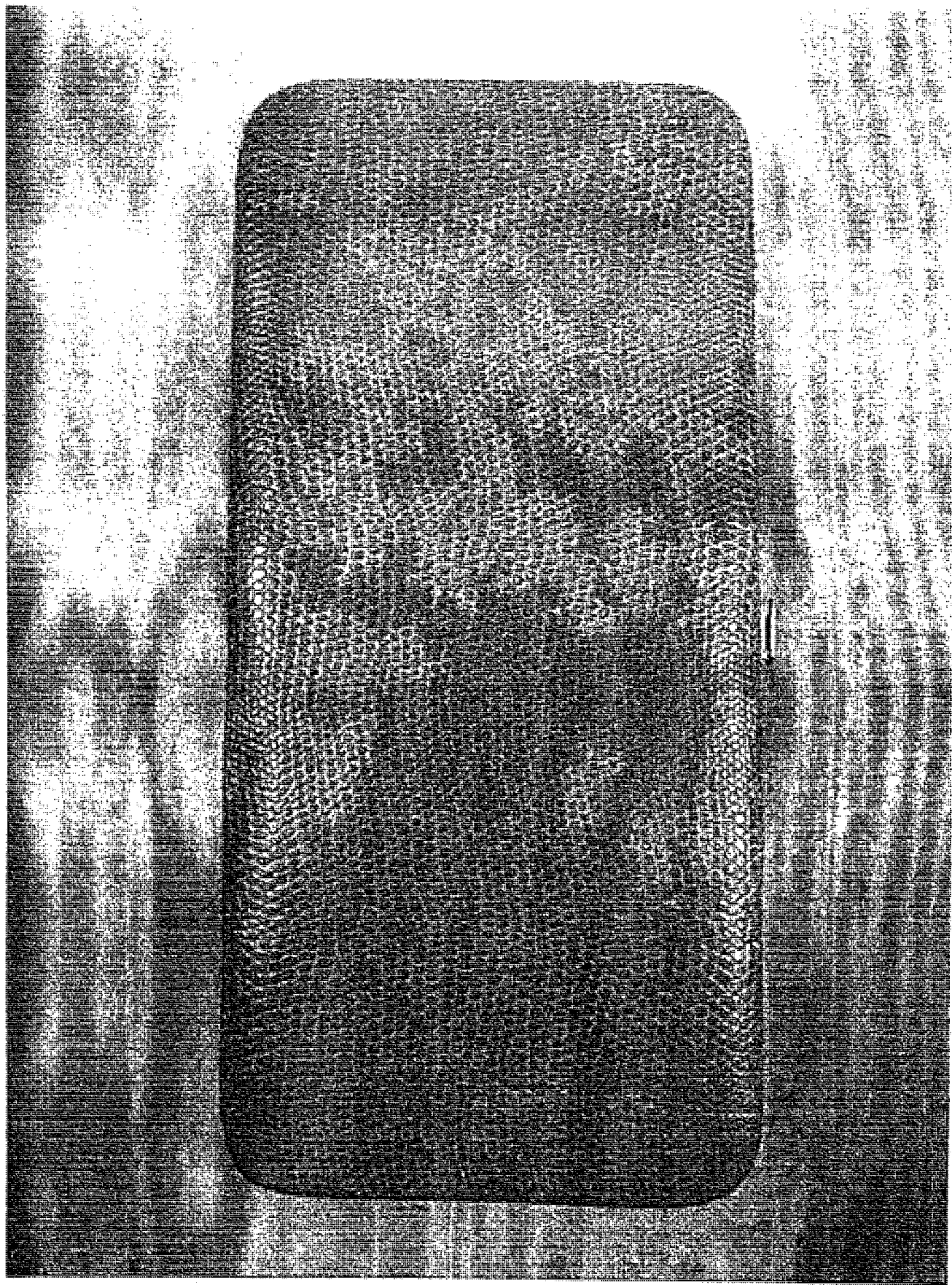
[Confirmation](#)

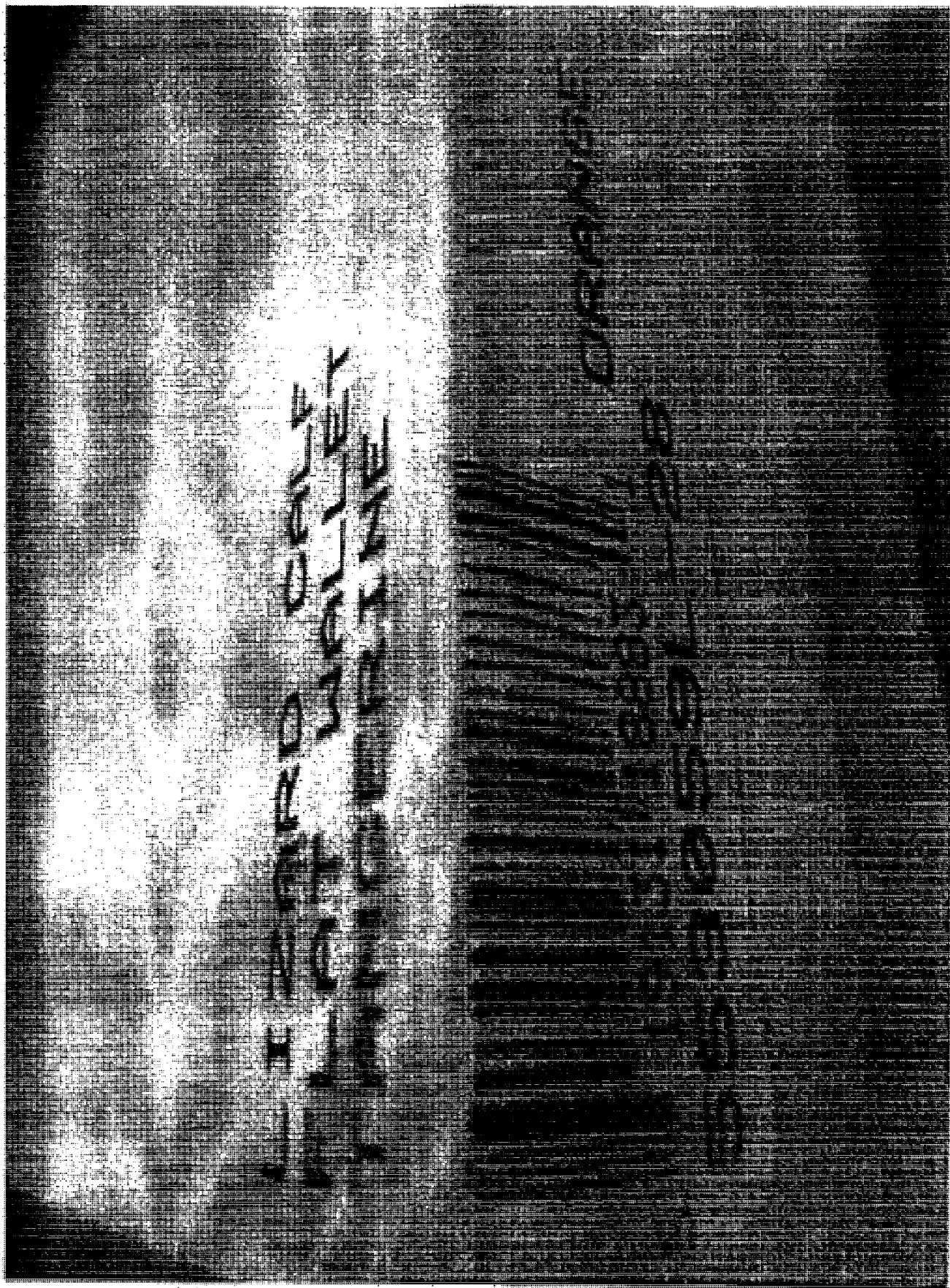
[Shipping Details](#)

[Frequently Asked Questions](#)

[Can I decide at what time I want the](#)

# **Exhibit B**





365 North Canyons Parkway, Suite 201  
Tech Center: 2441 Constitution Drive  
Livermore CA 94551



925-828-1440  
www.TheNFL.com

## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

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

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

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable