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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
Plaintiff,
v.
LULU NYC LLC, et al.,
Defendants.

) Lead Case No. RG 09-459448
)
) (Consolidated with Case Nos. RG 10-
) 494289, RG 10-494513, RG 10-494517,
) RG 11-598595, RG 11-598596, and RG
) 11-603764)
) **[PROPOSED] CONSENT**
) **JUDGMENT AS TO JOIA**
) **TRADING, INC.**

AND CONSOLIDATED CASES.

1. DEFINITIONS

1.1 “Covered Products” means wallets, handbags, purses, clutches and belts 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 Joia Trading, Inc. (“Settling Defendant”).

14 2.2 On June 24, 2009, CEH filed the action entitled *CEH v. Lulu NYC LLC, et al.*,
15 Case No. RG 09-459448, alleging Proposition 65 violations as to wallets, handbags, purses and
16 clutches. The Court consolidated the *Lulu* matter with a number of other related Proposition 65
17 cases. On February 8, 2012, the following cases were also consolidated for pre-trial purposes
18 with the *Lulu* consolidated cases: (a) *CEH v. Bioworld Merchandising, Inc.*, Case No. RG 11-
19 598596; (b) *CEH v. Yoki Shoes LLC*, Case No. RG 11-598595; and (c) *CEH v. Armani Exchange,*
20 *Inc.*, Case No. RG 11-603764.

21 2.3 On or about May 9, 2011 and June 29, 2012, CEH served 60-Day Notices of
22 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,
23 California Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated
24 Proposition 65 by exposing persons to Lead contained in wallets, handbags, purses, clutches and
25 belts, without first providing a clear and reasonable Proposition 65 warning. On or about July 26,
26 2011, CEH filed the operative Third Amended Complaint in the *Armani Exchange* action, naming
27 Settling Defendant as a defendant in that action. On or about September 4, 2012, CEH will name
28

1 Settling Defendant as a defendant in the operative First Amended Complaint in the *Bioworld*
2 action via Doe Amendment.

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.**

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

28 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

1 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

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

4 3.3 **Final Retail Compliance Date.** Commencing on December 1, 2012, Settling
5 Defendant shall not sell or offer for sale in California any Covered Product that exceeds the Lead
6 Limits specified in Section 3.2. For purposes of this Section 3.3, when Settling Defendant’s
7 direct customer sells or offers for sale to California consumers a Covered Product after December
8 1, 2012, Settling Defendant is deemed to “offer for sale in California” that Covered Product.

9 3.4 **Action Regarding Specific Products.**

10 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
11 following specific products in California: (i) JOIA belt in green and pink and (ii) Belt in
12 Yellow, SKU No. 0-10003-10450, Style No. WE-1085 (the “Section 3.4 Products”). On
13 or before the Effective Date, Settling Defendant shall also: (i) cease shipping the Section
14 3.4 Products to any of its stores and/or customers that resell the Section 3.4 Products in
15 California, and (ii) send instructions to its stores and/or customers that resell the Section
16 3.4 Products in California instructing them either to: (a) return all the Section 3.4 Products
17 to Settling Defendant for destruction; or (b) directly destroy the Section 3.4 Products.

18 3.4.2 Any destruction of Section 3.4 Products shall be in compliance with all
19 applicable laws.

20 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide
21 CEH with written certification from Settling Defendant confirming compliance with the
22 requirements of this Section 3.4.

23 **4. ENFORCEMENT**

24 4.1 Any Party may, after meeting and conferring, by motion or application for an
25 order to show cause before this Court, enforce the terms and conditions contained in this Consent
26 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
27 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

28

1 4.2 Within 30 days after the Effective Date, Settling Defendant shall notify CEH
2 of a means sufficient to allow CEH to identify Covered Products supplied or offered by Settling
3 Defendant on or after that date, for example, a unique brand name or characteristic system of
4 product numbering or labeling. Upon written request by CEH, but no more than once in any
5 calendar year, Settling Defendant shall, within 30 days of receiving a request from CEH, update
6 the information provided to CEH pursuant to this Section 4.2 by notifying CEH of a means
7 sufficient to allow CEH to identify Covered Products currently supplied or offered by Settling
8 Defendant. If CEH is unable to determine whether a particular product is a Covered Product as to
9 Settling Defendant based on the information provided to CEH pursuant to this Section 4.2,
10 Settling Defendant shall cooperate in good faith with CEH in determining whether the product at
11 issue is a Covered Product and, if so, the identity of the Settling Defendant responsible for selling
12 the product. Information provided to CEH pursuant to this Section 4.2, including but not limited
13 to the identities of parties to contracts between Settling Defendant and third parties, may be
14 designated by Settling Defendant as competitively sensitive confidential business information,
15 and if so designated shall not be disclosed to any person without the written permission of
16 Settling Defendant. Any motions or pleadings or any other court filings that may reveal
17 information designated as competitively sensitive confidential business information pursuant to
18 this Section shall be submitted in accordance with California Rules of Court 8.46 and 2.550, *et*
19 *seq.*

20 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
21 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

22 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
23 Defendant within 45 days of the date the alleged violation(s) was or were observed,
24 provided, however, that CEH may have up to an additional 45 days to provide Settling
25 Defendant with the test data required by Section 4.3.2(d) below if it has not yet obtained it
26 from its laboratory.

27 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
28 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,

1 (b) the location at which the Covered Product was offered for sale, (c) a description of the
2 Covered Product giving rise to the alleged violation, and of each material or component
3 that is alleged not to comply with the Lead Limits, including a picture of the Covered
4 Product and all identifying information on tags and labels, and (d) all test data obtained by
5 CEH regarding the Covered Product and related supporting documentation, including all
6 laboratory reports, quality assurance reports and quality control reports associated with
7 testing of the Covered Products. Such Notice of Violation shall be based at least in part
8 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
9 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
10 Notice of Violation, although any such testing may be used as additional support for a
11 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
12 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
13 4.3.2.

14 **4.3.3 Additional Documentation.** CEH shall promptly make available for
15 inspection and/or copying upon request by and at the expense of Settling Defendant, all
16 supporting documentation related to the testing of the Covered Products and associated
17 quality control samples, including chain of custody records, all laboratory logbook entries
18 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
19 from all analytical instruments relating to the testing of Covered Product samples and any
20 and all calibration, quality assurance, and quality control tests performed or relied upon in
21 conjunction with the testing of the Covered Products, obtained by or available to CEH that
22 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
23 any exemplars of Covered Products tested.

24 **4.3.4 Multiple Notices.** If Settling Defendant has received more than four
25 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
26 fines, costs, penalties, or remedies are provided by law for failure to comply with the
27 Consent Judgment. For purposes of determining the number of Notices of Violation
28 pursuant to this Section 4.3.4, the following shall be excluded:

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

3 (b) A Notice of Violation that meets one or more of the conditions of
4 Section 4.4.3(b).

5 4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation
6 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), Settling Defendant
7 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
8 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be
9 deemed an election to contest the Notice of Violation.

10 4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
11 Election shall include all then-available documentary evidence regarding the alleged
12 violation, including any test data. Within 30 days the parties shall meet and confer to
13 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
14 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
15 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
16 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
17 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
18 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
19 monetary provisions of Section 4.4.2. If, at any time prior to reaching an agreement or
20 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
21 other data regarding the alleged violation, it shall promptly provide all such data or
22 information to the other Party.

23 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
24 Settling Defendant shall include in its Notice of Election a detailed description of
25 corrective action that it has undertaken or proposes to undertake to address the alleged
26 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
27 Covered Product will no longer be offered by Settling Defendant or its customers for sale
28 in California. If there is a dispute over the sufficiency of the proposed corrective action or

1 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
2 meet and confer before seeking the intervention of the Court to resolve the dispute. In
3 addition to the corrective action, Settling Defendant shall make a contribution to the
4 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
5 Section 4.4.3 applies.

6 **4.4.3 Limitations in Non-Contested Matters.**

7 (a) If it elects not to contest a Notice of Violation before any motion
8 concerning the violation(s) at issue has been filed, the monetary liability of Settling
9 Defendant shall be limited to the contributions required by this Section 4.4.3, if any.

10 (b) 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 4.3.2
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 (ii) One thousand five hundred dollars (\$1,500) if Settling
23 Defendant is in violation of Section 3.3 only insofar as that Section deems
24 Settling Defendant to have “offered for sale” a product sold at retail by
25 Settling Defendant’s customer, provided however, that no contribution is
26 required or payable if Settling Defendant has already been required to pay
27 a total of ten thousand dollars (\$10,000) pursuant to this subsection. This
28 subsection shall apply only to Covered Products that Settling Defendant

1 demonstrates were shipped prior to the Effective Date; or

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

6 **5. PAYMENTS**

7 **5.1 Payments by Settling Defendant.** Settling Defendant shall pay a total settlement
8 payment of \$65,000 as follows: on or before June 22, 2012, Settling Defendant shall pay the sum
9 of \$32,500 by check payable to the Lexington Law Group, and on or before August 15, 2012,
10 Settling Defendant shall pay the sum of \$32,500 by check payable to the Lexington Law Group.
11 To the extent the Court does not approve this Consent Judgment before a payment is due, the
12 funds paid by Settling Defendant shall be held in trust pending the Court's approval of this
13 Consent Judgment or returned if the Court issues a final Order denying CEH's motion for entry of
14 the Consent Judgment. Any failure by Settling Defendant to comply with the payment terms
15 herein shall be subject to a stipulated late fee in the amount of \$100 for each day after the delivery
16 date the payment is received. The late fees required under this Section shall be recoverable,
17 together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to
18 Section 4.1 of this Consent Judgment. The settlement payments for Settling Defendant shall be
19 delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street,
20 San Francisco, California 94117, and allocated as set forth below between the following
21 categories:

22 5.1.1 The sum of \$8,600 shall be allocated to civil penalties pursuant to Health &
23 Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with Health &
24 Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
25 Environmental Health Hazard Assessment).

26 5.1.2 The sum of \$12,900 shall be allocated to a payment in lieu of civil penalty
27 to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations,
28 Title 11, § 3203(b). CEH will use such funds to continue its work educating and protecting

1 people from exposures to toxic chemicals, including heavy metals. In addition, as part of its
2 Community Environmental Action and Justice Fund, CEH will use four percent of such funds to
3 award grants to grassroots environmental justice groups working to educate and protect people
4 from exposures to toxic chemicals. The method of selection of such groups can be found at the
5 CEH web site at www.ceh.org/justicefund.

6 5.1.3 The sum of \$43,500 shall be allocated to the Lexington Law Group as
7 reimbursement of a portion of CEH's reasonable attorneys' fees and costs.

8 **6. MODIFICATION**

9 6.1 **Written Consent.** This Consent Judgment may be modified from time to
10 time by express written agreement of the Parties with the approval of the Court, or by an order of
11 this Court upon motion and in accordance with law.

12 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
13 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
14 modify the Consent Judgment.

15 **7. CLAIMS COVERED AND RELEASED**

16 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
17 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
18 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
19 ("Defendant Releasees"), and each entity other than those entities listed on Exhibit B to whom
20 they directly or indirectly distribute or sell Covered Products, including but not limited to
21 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
22 licensees ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or
23 could have been asserted in the Complaint against Settling Defendant, Defendant Releasees, and
24 Downstream Defendant Releasees, based on failure to warn about alleged exposure to Lead
25 contained in Covered Products that were sold by Settling Defendant prior to the Effective Date.

26 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
27 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered
28 Products.

1 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an
2 action under Proposition 65 against any person other than a Settling Defendant, Defendant
3 Releasee, or Downstream Defendant Releasee.

4 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action
5 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
6 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
7 California consumers that does not comply with the Lead Limits after the applicable Final Retail
8 Compliance Date set forth in Section 3.3.

9 **8. NOTICE**

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

12 Eric S. Somers
13 Lexington Law Group
14 503 Divisadero Street
15 San Francisco, CA 94117
16 esomers@lexlawgroup.com

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

19 Frank N. Lee
20 Law Offices of Frank N. Lee
21 3435 Wilshire Blvd. #450
22 Los Angeles, CA 90010
23 franknlee@gmail.com

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

26 **9. COURT APPROVAL**

27 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
28 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

1 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

2 **10. ATTORNEYS' FEES**

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

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

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

16 **11. TERMINATION**

17 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
18 at any time after September 1, 2017, upon the provision of 30 days advanced written notice; such
19 termination shall be effective upon the subsequent filing of a notice of termination with Superior
20 Court of Alameda County.

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

26 **12. OTHER TERMS**

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

1 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
2 Defendant, and the successors or assigns of any of them.

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

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

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

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

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

27 12.8 The Parties, including their counsel, have participated in the preparation of
28 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

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

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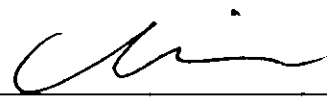
IT IS SO ORDERED:

Dated: _____, 2012

The Honorable Steven A. Brick
Judge of the Superior Court

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature

CHARLIE P. ZENO

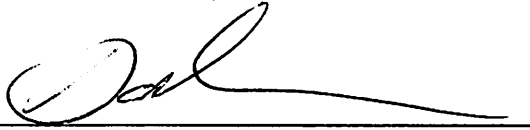
Printed Name

ASSOCIATE DIRECTOR

Title

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JOIA TRADING, INC.



Signature

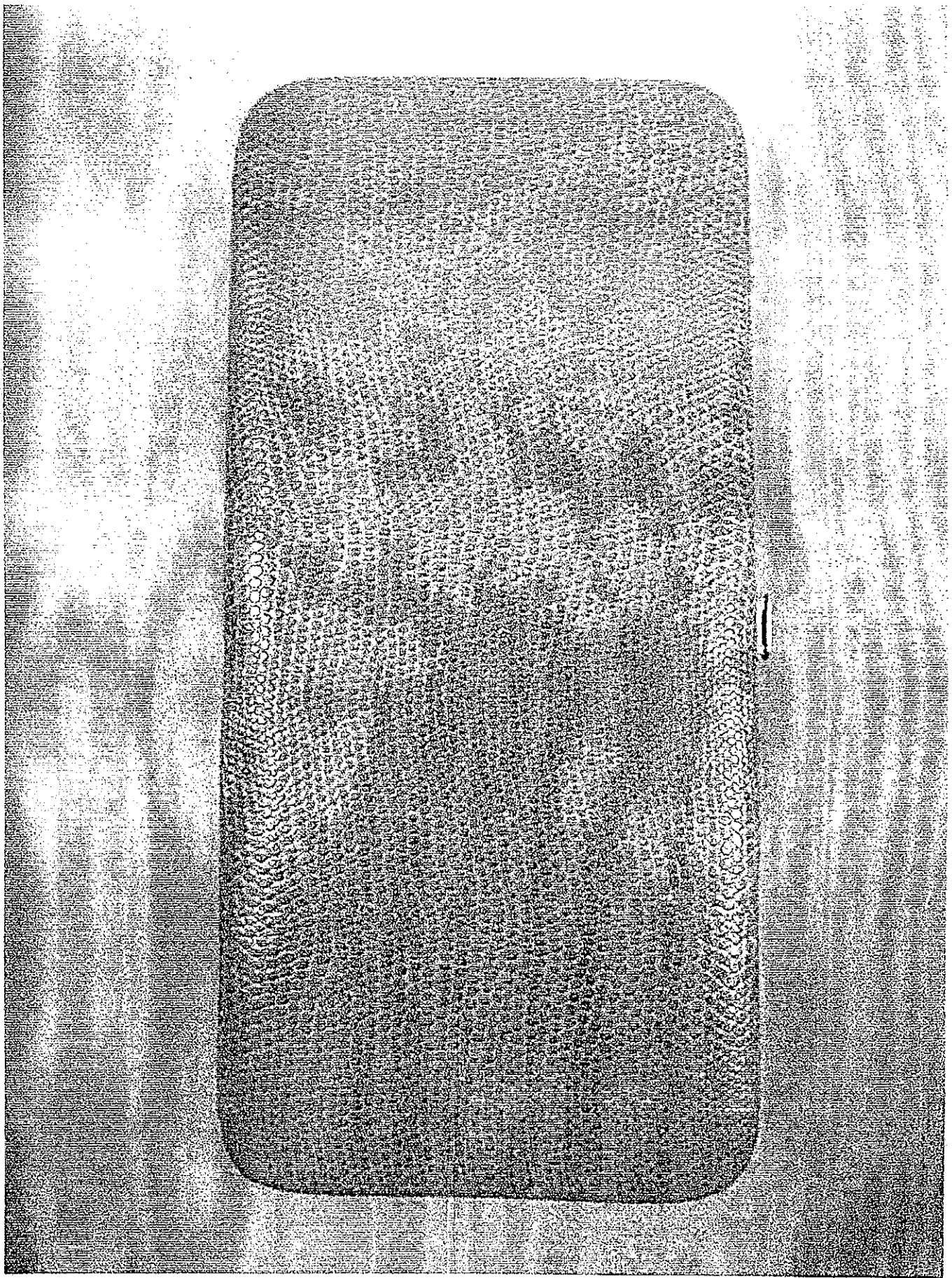
DAVID DAEYONG LEE

Printed Name

President

Title

Exhibit A



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THE

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. 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

Exhibit B

EXHIBIT B

List of Entities Not Subject to Downstream Release

- 6PM.Com, LLC
- AeroGroup International, Inc.
- Alfa Travelgear, Inc.
- Amazon.com, Inc.
- American Apparel (USA), LLC
- American Apparel, Inc.
- AmeriMark Direct, LLC
- AmeriMark Holdings, LLC
- Amuse
- Armani Exchange
- Bakers Footwear Group, Inc.
- Basic
- Basic Plus
- Bay Area Fashions, Inc.
- bebe Stores, Inc.
- Becarro International Corporation
- Becarro International, Ltd
- BestFit International Inc.
- Blue Moe Apparel Inc.
- Blue Moe Concepts, Inc.
- Blue Moe, Inc.
- Burlington Coat Factory Warehouse Corporation
- California Dream Co., Inc.
- Chico's FAS, Inc.
- Cornel Trading, Inc.
- Cornerstone Apparel, Inc.
- David M. Brian
- Depeche Mode, Inc.
- Dooney & Bourke, Inc.
- Dragon Bike, Inc.
- Emperia, Inc.
- Fashion Eden
- Fashion58.com
- General Trading Group, Inc.
- Gossip LLC
- Hananel, Inc.
- Hollywood Accessories
- Honey Punch, Inc.
- Hot Topic Merchandising, Inc.
- Hot Topic, Inc.
- Hurley International LLC
- Intercontinental Fashion Group, Inc.
- Iron Fist International, Inc.
- JC Fashion Group Corporation
- Jessica McClintock, Inc.
- K. Max Trading Co, Inc.
- Kimera International
- Love Culture, Inc.
- Love My Shoes, Inc.
- Lux de Ville, Inc.
- Luxcessories Inc.
- M & P Central, Inc.
- M. London, Inc.
- Marquis
- Marshalls of CA, LLC
- Marshalls of MA, Inc.
- Mele Companies, Inc.
- Mele Manufacturing Co., LLC
- Mellow World, Inc.
- Mode Becky
- OPPO Original Corp.
- Overstock.com, Inc.
- Papillon International Inc.
- Restricted Footwear, Inc.
- Ross Stores, Inc.
- S. Fielding Accessories Ltd.
- Sassy S
- ShoeDazzle.com, Inc.
- Sixty USA Retail, Inc.
- Sonsi, Inc.
- Studio Imports Ltd., Inc.
- T & C Footwear Corp.
- T.J. Maxx of CA, LLC
- T.U.K., Inc.
- The Perfect Purse
- The TJX Companies, Inc.
- The Wheat Group, Inc.

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- Together
- Top's Handbag, Inc.
- Tutu in Trends, Inc.
- Versace USA, Inc.
- Vogue Trimmings, Inc.
- Wheat Accessories, LLC
- Winks Lane, Inc.
- YOOX Corporation
- Zappos.com, Inc.
- Zion International Enterprises, Inc.