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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.,)	
)	[PROPOSED] CONSENT
Defendants.)	JUDGMENT AS TO PRESIDIO
)	INTERNATIONAL INC. D/B/A AIX
)	ARMANI EXCHANGE
_____)	
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 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 Presidio International Inc. d/b/a AlX Armani
14 Exchange (“Settling Defendant”).

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

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

1 November 9, 2011, CEH named Settling Defendant as a defendant in the original Complaint in
2 *CEH v. Bioworld* via Doe Amendment. On or about April 12, 2012, CEH filed the operative First
3 Amended Complaint in the *Bioworld* action. On or about March 4, 2013, CEH will name Settling
4 Defendant as a defendant in the operative First Amended Complaint in the *Yoki* action via Doe
5 Amendment.

6 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
7 Products in the State of California or has done so in the past.

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

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

21 **3. INJUNCTIVE RELIEF**

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

26 3.2 **Lead Limits.**

27 Commencing on the Effective Date, Settling Defendant shall not purchase, import,
28 Manufacture, or supply to an unaffiliated third party any Covered Product that will be sold or

1 offered for sale to California consumers that contains a material or is made of a component that
2 exceeds the following Lead Limits:

3 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

4 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

5 3.2.3 All other materials or components other than cubic zirconia (sometimes
6 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

13 3.4 **Action Regarding Specific Products.**

14 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
15 following specific products in California: (i) Armani Exchange Quilted Waist Belt in Red,
16 SKU No. 4000-3775-4264, Style No. Q5BE71; (ii) Armani Exchange Wallet in Red, SKU
17 No. 4000-3772-4311, Style No. S5SA742; and (iii) Armani Exchange Signature Wallet in
18 Scarlet, SKU No. 4000-4409-6111, Style No. Y5SA771 (collectively, “Section 3.4
19 Products”). On or before the Effective Date, Settling Defendant shall also: (i) cease
20 shipping the Section 3.4 Products to any of its stores and/or customers that resell the
21 Section 3.4 Products in California, and (ii) send instructions to its stores and/or customers
22 that resell the Section 3.4 Products in California instructing them either to: (a) return all
23 the Section 3.4 Products to Settling Defendant for destruction; or (b) directly destroy the
24 Section 3.4 Products.

25 3.4.2 Any destruction of Section 3.4 Products shall be in compliance with all
26 applicable laws.

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1 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide
2 CEH with written certification from Settling Defendant confirming compliance with the
3 requirements of this Section 3.4.

4 **4. ENFORCEMENT**

5 4.1 Any Party may, after meeting and conferring, by motion or application for an
6 order to show cause before this Court, enforce the terms and conditions contained in this Consent
7 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
8 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

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

1 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
2 3.2 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

3 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
4 Defendant within 45 days of the date the alleged violation(s) was or were observed,
5 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling
6 Defendant with the test data required by Section 4.3.2(d) below if it has not yet obtained it
7 from its laboratory; and (ii) CEH may serve a subsequent Notice of Violation to a supplier
8 of a Covered Product identified in a previous Notice of Violation so long as: (a) the
9 identity of the supplier cannot be discerned from the labeling of the Covered Product; and
10 (b) the Notice of Violation to the supplier is served within 45 days of the date the supplier
11 is identified in writing to CEH by another Settling Defendant.

12 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
13 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
14 (b) the location at which the Covered Product was offered for sale, (c) a description of the
15 Covered Product giving rise to the alleged violation, and of each material or component
16 that is alleged not to comply with the Lead Limits, including a picture of the Covered
17 Product and all identifying information on tags and labels, and (d) all test data obtained by
18 CEH regarding the Covered Product and related supporting documentation, including all
19 laboratory reports, quality assurance reports and quality control reports associated with
20 testing of the Covered Products. Such Notice of Violation shall be based at least in part
21 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
22 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
23 Notice of Violation, although any such testing may be used as additional support for a
24 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
25 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
26 4.3.2.

27 4.3.3 **Additional Documentation.** CEH shall promptly make available for
28 inspection and/or copying upon request by and at the expense of Settling Defendant, all

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

9 4.3.4 **Multiple Notices.** If Settling Defendant has received more than four
10 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
11 fines, costs, penalties, or remedies are provided by law for failure to comply with the
12 Consent Judgment. For purposes of determining the number of Notices of Violation
13 pursuant to this Section 4.3.4, the following shall be excluded:

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

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

18 4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation
19 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), Settling Defendant
20 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
21 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
22 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
23 Accessory Testing Fund required under this Section 4.4 shall be made payable to The Center for
24 Environmental Health and included with Settling Defendant's Notice of Election.

25 4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
26 Election shall include all then-available documentary evidence regarding the alleged
27 violation, including any test data. Within 30 days the parties shall meet and confer to
28 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,

1 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
2 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
3 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
4 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
5 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
6 monetary provisions of Section 4.4.2. If, at any time prior to reaching an agreement or
7 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
8 other data regarding the alleged violation, it shall promptly provide all such data or
9 information to the other Party.

10 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
11 Settling Defendant shall include in its Notice of Election a detailed description of
12 corrective action that it has undertaken or proposes to undertake to address the alleged
13 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
14 Covered Product will no longer be offered by Settling Defendant or its customers for sale
15 in California. If there is a dispute over the sufficiency of the proposed corrective action or
16 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
17 meet and confer before seeking the intervention of the Court to resolve the dispute. In
18 addition to the corrective action, Settling Defendant shall make a contribution to the
19 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
20 Section 4.4.3 applies.

21 4.4.3 **Limitations in Non-Contested Matters.**

22 (a) If it elects not to contest a Notice of Violation before any motion
23 concerning the violation(s) at issue has been filed, the monetary liability of Settling
24 Defendant shall be limited to the contributions required by Section 4.4.2 and this Section
25 4.4.3, if any.

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

27 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
28 Defendant, prior to receiving and accepting for distribution or sale the

1 Covered Product identified in the Notice of Violation, obtained test results
2 demonstrating that all of the materials or components in the Covered
3 Product identified in the Notice of Violation complied with the applicable
4 Lead Limits, and further provided that such test results meet the same
5 quality criteria to support a Notice of Violation as set forth in Section 4.3.2
6 and that the testing was performed within two years prior to the date of the
7 sales transaction on which the Notice of Violation is based. Settling
8 Defendant shall provide copies of such test results and supporting
9 documentation to CEH with its Notice of Election; or

10 (ii) One thousand five hundred dollars (\$1,500) if Settling
11 Defendant is in violation of Section 3.3 only insofar as that Section deems
12 Settling Defendant to have “offered for sale” a product sold at retail by
13 Settling Defendant’s customer, provided however, that no contribution is
14 required or payable if Settling Defendant has already been required to pay
15 a total of ten thousand dollars (\$10,000) pursuant to this subsection. This
16 subsection shall apply only to Covered Products that Settling Defendant
17 demonstrates were shipped prior to the Effective Date; or

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

22 **5. PAYMENTS**

23 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective
24 Date, Settling Defendant shall pay the total sum of \$85,000 as a settlement payment. The total
25 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
26 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
27 Francisco, California 94117-2212, and made payable and allocated as follows:
28

1 5.1.1 Settling Defendant shall pay the sum of \$11,270 as a civil penalty pursuant
2 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
3 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of
4 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
5 Center For Environmental Health.

6 5.1.2 Settling Defendant shall pay the sum of \$16,900 as a payment in lieu of
7 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
8 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
9 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
10 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
11 funds to award grants to grassroots environmental justice groups working to educate and protect
12 people from exposures to toxic chemicals. The method of selection of such groups can be found
13 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
14 made payable to the Center For Environmental Health.

15 5.1.3 Settling Defendant shall also separately pay the sum of \$56,830 to the
16 Lexington Law Group as reimbursement of a portion of CEH’s reasonable attorneys’ fees and
17 costs. The attorneys’ fees and cost reimbursement check shall be made payable to the Lexington
18 Law Group.

19 **6. MODIFICATION**

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

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

26 **7. CLAIMS COVERED AND RELEASED**

27 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
28 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,

1 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
2 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
3 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
4 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
5 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
6 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
7 to warn 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 a Settling Defendant, Defendant
14 Releasee, or Downstream Defendant Releasee.

15 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
16 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
17 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
18 California consumers that does not comply with the Lead Limits after the applicable Final Retail
19 Compliance Date set forth in Section 3.3.

20 **8. NOTICE**

21 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
22 notice shall be sent by first class and electronic mail to:

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

28 8.2 When Settling Defendant is entitled to receive any notice under this Consent
Judgment, the notice shall be sent by first class and electronic mail to:

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Thomas F. Vandenburg
Dongell Lawrence Finney LLP
707 Wilshire Boulevard, 45th Floor
Los Angeles, CA 90017
tvandenburg@dflawyers.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.

1 **11. TERMINATION**

2 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
3 at any time after September 1, 2017, upon the provision of 30 days advanced written notice; such
4 termination shall be effective upon the subsequent filing of a notice of termination with Superior
5 Court of Alameda County.

6 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
7 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
8 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
9 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
10 shall survive any termination.

11 **12. OTHER TERMS**

12 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
13 of California.

14 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
15 Defendant, and the successors or assigns of any of them.

16 12.3 This Consent Judgment contains the sole and entire agreement and
17 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
18 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
19 merged herein and therein. There are no warranties, representations, or other agreements between
20 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
21 implied, other than those specifically referred to in this Consent Judgment have been made by any
22 Party hereto. No other agreements not specifically contained or referenced herein, oral or
23 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
24 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
25 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
26 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
27 whether or not similar, nor shall such waiver constitute a continuing waiver.

28 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights

1 that Settling Defendant might have against any other party, whether or not that party is a Settling
2 Defendant.

3 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
4 Consent Judgment.

5 12.6 The stipulations to this Consent Judgment may be executed in counterparts
6 and by means of facsimile or portable document format (pdf), which taken together shall be
7 deemed to constitute one document.

8 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
9 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
10 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
11 Party.

12 12.8 The Parties, including their counsel, have participated in the preparation of
13 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
14 This Consent Judgment was subject to revision and modification by the Parties and has been
15 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
16 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
17 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
18 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
19 be resolved against the drafting Party should not be employed in the interpretation of this Consent
20 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

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22 **IT IS SO ORDERED:**

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24 Dated: _____, 2013

The Honorable Steven A. Brick
Judge of the Superior Court

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

ci

Signature

CHARLIE PIZZANO

Printed Name

ASSOCIATE DIRECTOR

Title

**PRESIDIO INTERNATIONAL, INC. D/B/A
A/X ARMANI EXCHANGE**

Signature

Printed Name

Title

1 IT IS SO STIPULATED:

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3 CENTER FOR ENVIRONMENTAL HEALTH

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Signature

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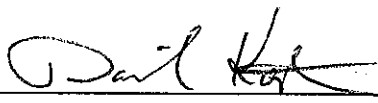
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15 PRESIDIO INTERNATIONAL, INC. D/B/A
16 AIX ARMANI EXCHANGE

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Signature

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David Kosten

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Printed Name

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Executive Vice President - Human Resources

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Title

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Exhibit A



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ORANGE

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