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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 WIESNER**
) **PRODUCTS, INC.**

AND CONSOLIDATED CASES.

1. DEFINITIONS

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

1.2 “Covered Products” means Fashion Accessories that are Manufactured, distributed, sold or offered for sale by Settling Defendant.

1 1.3 “Effective Date” means the date on which this Consent Judgment is entered by
2 the Court.

3 1.4 “Fashion Accessories” means: (i) wallets, handbags, purses, and clutches
4 (including, but not limited to, any such products sold in conjunction with another fashion
5 accessory, such as the Hello Kitty Foldable Ballet Flat With Carrying Case in Red, SKU No.
6 555697-001); and (ii) footwear.

7 1.5 “Lead Limits” means the maximum concentrations of lead and lead
8 compounds (“Lead”) by weight specified in Section 3.2.

9 1.6 “Manufactured” and “Manufactures” have the meaning defined in Section
10 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],¹ as amended
11 from time to time.

12 1.7 “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R.
13 § 1303.2(b)², as amended from time to time.

14 1.8 “Vendor” means a person or entity that Manufactures, imports, distributes, or
15 supplies a Fashion Accessory to Settling Defendant.

16 **2. INTRODUCTION**

17 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
18 Environmental Health (“CEH”) and defendant Wiesner Products, Inc. (“Settling Defendant”).

19 2.2 On or about August 24, 2011, CEH served a 60-Day Notice of Violation under
20 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
21 & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition 65 by
22 exposing persons to Lead contained in footwear, without first providing a clear and reasonable
23 Proposition 65 warning.

24 ¹ As of May 1, 2011, the term “Manufactured” and “Manufactures” means to manufacture,
25 produce, or assemble.

26 ² As of May 1, 2011, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
27 material, with or without a suspension of finely divided coloring matter, which changes to a solid
28 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other
surface. This term does not include printing inks or those materials which actually become a part
of the substrate, such as the pigment in a plastic article, or those materials which are actually
bonded to the substrate, such as by electroplating or ceramic glazing.

1 2.3 Settling Defendant manufactures, distributes or sells Fashion Accessories that
2 are offered for retail sale in the State of California or has done so in the past.

3 2.4 On June 24, 2009, CEH filed the action entitled *CEH v. LuLu NYC LLC, et al.*,
4 Case No. RG 09-459448, in the Superior Court of California for Alameda County, alleging
5 Proposition 65 violations as to wallets, handbags, purses and clutches. Since then, CEH has filed
6 several actions alleging Proposition 65 violations as to Lead in Fashion Accessories that have
7 been consolidated for pre-trial purposes under Lead Case No. RG 09-459448.

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 Fashion Accessories and shall instruct each Vendor to use reasonable efforts to
25 provide Fashion Accessories that comply with the Lead Limits on a nationwide basis.

26 3.2 **Lead Limits.**

27 As of the Effective Date, Settling Defendant shall not purchase, import,
28 Manufacture, supply to an unaffiliated third party, sell or offer for sale any Covered Product that

1 will be sold or offered for sale to California consumers that exceeds the following Lead Limits:

2 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per
3 million (“ppm”).

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

5 3.2.3 All other Accessible Components (including but not limited to leather and
6 non-PVC imitation leather) other than cubic zirconia (sometimes called cubic zirconium, CZ),
7 crystal, glass or rhinestones: 300 ppm.

8 3.3 **Final Retail Compliance Date.** When one of Settling Defendant’s direct
9 customers sells or offers for sale to a California consumer a Covered Product after December 1,
10 2012 that does not meet the Lead Limits, Settling Defendant is deemed to “sell or offer for sale in
11 California” that Covered Product in violation of this Consent Judgment.

12 3.4 **Warnings for Covered Products.**

13 3.4.1 **Interim Warning Option.** A Covered Product purchased, imported or
14 Manufactured by Settling Defendant before the Effective Date, may, as an alternative to
15 meeting the Lead Limits, be sold or offered for retail sale in California after the Effective
16 Date, with a Clear and Reasonable Warning that complies with the provisions of Section
17 3.4.2.

18 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
19 Consent Judgment shall state either:

20 WARNING: This product contains lead, a chemical known to the State of
21 California to cause birth defects or other reproductive harm. Do not allow children
22 to mouth or chew.

23 Or

24 WARNING: This product contains lead, a chemical known to the State of
25 California to cause birth defects or other reproductive harm. Do not mouth or
26 chew.

27 This statement shall be prominently displayed on the Covered Product or the packaging of
28 the Covered Product with such conspicuousness, as compared with other words,

1 statements or designs as to render it likely to be read and understood by an ordinary
2 individual prior to sale. For internet, catalog or any other sale where the consumer is not
3 physically present and cannot see a warning displayed on the Covered Product or the
4 packaging of the Covered Product prior to purchase or payment, the warning statement
5 shall be displayed in such a manner that it is likely to be read and understood prior to the
6 authorization of or actual payment.

7 **3.5 Action Regarding Specific Products.**

8 3.5.1 On or before the Effective Date, Settling Defendant shall cease selling the
9 Hello Kitty Foldable Ballet Flat With Carrying Case in Red, SKU No. 555697-001 (the
10 “Recall Product”) in California. On or before the Effective Date, Settling Defendant shall
11 also: (i) cease shipping the Recall Product to any of its customers that resell the Recall
12 Product in California, and (ii) send instructions to its customers that resell the Recall
13 Product in California instructing them to cease offering such Recall Product for sale in
14 California.

15 3.5.2 If Settling Defendant has not complied with Section 3.4.1 prior to
16 executing this Consent Judgment, it shall instruct its California stores and/or customers
17 that resell the Recall Product either to (i) return the Recall Product to the Settling
18 Defendant for destruction; or (ii) directly destroy the Recall Product.

19 3.5.3 Any destruction of Recall Product shall be in compliance with all
20 applicable laws.

21 3.5.4 Within sixty days of the Effective Date, Settling Defendant shall provide
22 CEH with written certification from Settling Defendant confirming compliance with the
23 requirements of this Section 3.4.

24 **4. ENFORCEMENT**

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

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 Defendants 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 that
8 Settling Defendant. If CEH is unable to determine whether a particular product is a Covered
9 Product as to a Settling Defendant based on the information provided to CEH pursuant to this
10 Section 4.2, Settling Defendants shall cooperate in good faith with CEH in determining whether
11 the product at issue is a Covered Product and, if so, the identity of the Settling Defendant
12 responsible for selling the product. Information provided to CEH pursuant to this Section 4.2,
13 including but not limited to the identities of parties to contracts between Settling Defendant and
14 third parties, may be designated by Settling Defendant as competitively sensitive confidential
15 business information, and if so designated shall not be disclosed to any person without the written
16 permission of Settling Defendant. Any motions or pleadings or any other court filings that may
17 reveal information designated as competitively sensitive confidential business information
18 pursuant to this Section shall be submitted in accordance with California Rules of Court 8.46 and
19 2.550, *et 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 Accessible Component
3 that is alleged not to comply with the Lead Limits and/or each Accessible Component that
4 is alleged to contain Lead in excess of 300 ppm, including a picture of the Covered
5 Product and all identifying information on tags and labels, and (d) all test data obtained by
6 CEH regarding the Covered Product and related supporting documentation, including all
7 laboratory reports, quality assurance reports and quality control reports associated with
8 testing of the Covered Products. Such Notice of Violation shall be based at least in part
9 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
10 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
11 Notice of Violation, although any such testing may be used as additional support for a
12 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
13 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
14 4.3.2.

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

25 4.3.4 **Multiple Notices.** If Settling Defendant has received more than four
26 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
27 fines, costs, penalties, or remedies are provided by law for failure to comply with the
28

1 Consent Judgment. For purposes of determining the number of Notices of Violation
2 pursuant to this Section 4.3.4, the following shall be excluded:

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

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

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

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

25 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
26 Settling Defendant shall include in its Notice of Election a detailed description of
27 corrective action that it has undertaken or proposes to undertake to address the alleged
28 violation. Any such correction shall, at a minimum, provide reasonable assurance that the

1 Covered Product will no longer be offered by Settling Defendant or its customers for sale
2 in California. If there is a dispute over the sufficiency of the proposed corrective action or
3 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
4 meet and confer before seeking the intervention of the Court to resolve the dispute. In
5 addition to the corrective action, Settling Defendant shall make a contribution to the
6 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
7 Section 4.4.3 applies.

8 **4.4.3 Limitations in Non-Contested Matters.**

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

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

13 (i) One thousand seven hundred fifty dollars (\$1750) if Settling
14 Defendant, prior to receiving and accepting for distribution or sale the
15 Covered Product identified in the Notice of Violation, obtained test results
16 demonstrating that all of the Accessible Components in the Covered
17 Product identified in the Notice of Violation complied with the applicable
18 Lead Limits, and further provided that such test results meet the same
19 quality criteria to support a Notice of Violation as set forth in Section 4.3.2
20 and that the testing was performed within two years prior to the date of the
21 sales transaction on which the Notice of Violation is based. Settling
22 Defendant shall provide copies of such test results and supporting
23 documentation to CEH with its Notice of Election; or

24 (ii) One thousand five hundred dollars (\$1500) if Settling
25 Defendant is in violation of Section 3.3, provided however, that no
26 contribution is required or payable if Settling Defendant has already been
27 required to pay a total of ten thousand dollars (\$10,000) pursuant to this
28 subsection. This subsection shall apply only to Covered Products that

1 Settling Defendant demonstrates were shipped prior to the applicable
2 Shipping Compliance Date specified in Section 3.2; or

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

7 **5. PAYMENTS**

8 **5.1 Payments by Settling Defendant.** Within five (5) days of entry of this Consent
9 Judgment, Settling Defendant shall pay the total sum of \$55,000 as a settlement payment. The
10 total settlement amount for Settling Defendant shall be paid in three separate checks delivered to
11 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
12 Francisco, California 94117, and made payable and allocated as follows:

13 5.1.1 Settling Defendant shall pay the sum of \$7,150 as a civil penalty pursuant
14 to Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with
15 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
16 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
17 Center For Environmental Health.

18 5.1.2 Settling Defendant shall also pay the sum of \$11,100 as a payment in lieu
19 of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
20 Regulations, Title 11, § 3203(b). CEH will use such funds to continue its work educating and
21 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
22 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
23 funds to award grants to grassroots environmental justice groups working to educate and protect
24 people from exposures to toxic chemicals. The method of selection of such groups can be found
25 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
26 made payable to the Center For Environmental Health.

27 5.1.3 Settling Defendant shall also separately pay to the Lexington Law Group
28 the sum of \$36,750 as reimbursement of a portion of CEH's reasonable attorneys' fees and costs.

1 The attorneys' fees and cost reimbursement check shall be made payable to the Lexington Law
2 Group.

3 **6. MODIFICATION**

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

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

10 **7. CLAIMS COVERED AND RELEASED**

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

21 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
22 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered
23 Products.

24 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an
25 action under Proposition 65 against any person other than a Settling Defendant, Defendant
26 Releasee, or Downstream Defendant Releasee.

27 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action
28 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer

1 of Settling Defendant under Section 3.3; and (b) sells or offers for sale a Covered Product to
2 California consumers that does not comply with the Lead Limits after the applicable Final Retail
3 Compliance Date set forth in Section 3.3.

4 **8. NOTICE**

5 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
6 notice shall be sent by first class and electronic mail to:

7 Eric S. Somers
8 Lexington Law Group
9 503 Divisadero Street
10 San Francisco, CA 94117
11 esomers@lexlawgroup.com

12 8.2 When Settling Defendant is entitled to receive any notice under this Consent
13 Judgment, the notice shall be sent by first class and electronic mail to:

14 Melissa A. Jones
15 Stoel Rives LLP
16 500 Capital Mall, Suite 1600
17 Sacramento, CA 95814
18 majones@stoel.com

19 8.3 Any Party may modify the person and address to whom the notice is to be sent
20 by sending each other Party notice by first class and electronic mail.

21 **9. COURT APPROVAL**

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

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

28 **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

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

7 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
8 its own attorneys' fees and costs.

9 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
10 sanctions pursuant to law.

11 **11. TERMINATION**

12 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
13 at any time after September 1, 2017, upon the provision of 30 days advanced written notice; such
14 termination shall be effective upon the subsequent filing of a notice of termination with Superior
15 Court of Alameda County.

16 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
17 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
18 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and
19 provided further that if Settling Defendant is the terminating Party, the provisions of Sections 5,
20 7.1 and 12.1 shall survive any termination.

21 **12. OTHER TERMS**

22 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
23 of California.

24 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
25 Defendant, and its respective divisions, subdivisions, and subsidiaries, and the successors or
26 assigns of any of them.

27 12.3 This Consent Judgment contains the sole and entire agreement and
28 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior

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

11 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
12 that any Settling Defendant might have against any other party, whether or not that party is a
13 Settling Defendant.

14 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
15 Consent Judgment.

16 12.6 The stipulations to this Consent Judgment may be executed in counterparts
17 and by means of facsimile or portable document format (pdf), which taken together shall be
18 deemed to constitute one document.

19 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
20 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
21 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
22 Party.

23 12.8 The Parties, including their counsel, have participated in the preparation of
24 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
25 This Consent Judgment was subject to revision and modification by the Parties and has been
26 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
27 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
28 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this


1 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
2 be resolved against the drafting Party should not be employed in the interpretation of this Consent
3 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

4 **IT IS SO ORDERED:**

5 6 Dated: _____, 2012	7 8 9 The Honorable Steven A. Brick 10 Judge of the Superior Court
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11 **IT IS SO STIPULATED:**

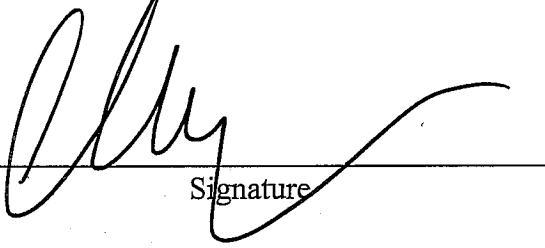
12 **CENTER FOR ENVIRONMENTAL HEALTH**

13 
14 _____
15 Signature

16 CHARLIE PIZANO
17 _____
18 Printed Name

19 ASSOCIATE DIRECTOR
20 _____
21 Title

1 **WIESNER PRODUCTS, INC.**

2
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4 
5

Signature

6 Charles Mizrahi

Printed Name

7
8 President

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