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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.,)
)
) Defendants.) **[PROPOSED] CONSENT**
) **JUDGMENT AS TO**
) **SHOEDAZZLE.COM, INC.**
)
_____)
)
AND CONSOLIDATED CASES.)
)
_____)

1. DEFINITIONS

- 1.1 “Covered Products” means wallets, handbags, purses, clutches, 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 ShoeDazzle.com, 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 has consolidated the *Lulu* matter with a number of other related Proposition
17 65 cases.

18 2.3 On or about May 22, 2012 and June 7, 2012, CEH served 60-Day Notices of
19 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,
20 California Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated
21 Proposition 65 by exposing persons to Lead contained in wallets, handbags, purses, clutches and
22 footwear, without first providing a clear and reasonable Proposition 65 warning. On December 5,
23 2012, CEH filed the action entitled *CEH v. Fashion Eden*, Case No. RG 12-658652, naming
24 Settling Defendant as a “Handbags Defendant” and “Footwear Defendant” in the action.

25 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
26 Products in the State of California or has done so in the past.

27 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
28 Court has jurisdiction over the allegations of violations contained in the operative Complaint

1 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
2 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
3 and that this Court has jurisdiction to enter this Consent Judgment.

4 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
5 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
6 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
7 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
8 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
9 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
10 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
11 this action.

12 **3. INJUNCTIVE RELIEF**

13 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
14 more than 30 days after the Effective Date, Settling Defendant shall provide the Lead Limits to its
15 Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to provide
16 Covered Products that comply with the Lead Limits on a nationwide basis.

17 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall
18 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
19 any Covered Product that will be sold or offered for sale to California consumers that contains a
20 material or is made of a component that exceeds the following Lead Limits:

21 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

22 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

23 3.2.3 All other materials or components other than cubic zirconia (sometimes
24 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

28

1 **3.3 Warnings for Covered Products.**

2 **3.3.1 Warning Option.** A Covered Product purchased, imported, Manufactured
3 or sold or offered for sale by Settling Defendant may, as an alternative to meeting the
4 Lead Limits, be sold or offered for retail sale in California with a Clear and Reasonable
5 Warning that complies with the provisions of Section 3.3.2. A Clear and Reasonable
6 Warning may only be provided for Covered Products that Settling Defendant reasonably
7 believes do not meet the Lead Limits.

8 **3.3.2 Proposition 65 Warnings.** A Clear and Reasonable Warning under this
9 Consent Judgment shall state either:

10 WARNING: This product contains a chemical known to the State of California to
11 cause birth defects or other reproductive harm.

12 Or

13 WARNING: This product contains a chemical known to the State of California to
14 cause cancer and birth defects or other reproductive harm.

15 A Clear and Reasonable Warning shall not be preceded by, surrounded by, or include any
16 additional words or phrases that contradict, obfuscate or otherwise undermine the warning. For
17 internet, catalog or any other sale where the consumer is not physically present and cannot see a
18 warning displayed on the Covered Product or the packaging of the Covered Product prior to
19 purchase or payment, the warning statement shall be displayed in such a manner that it is likely to
20 be read and understood prior to the authorization of or actual payment. For internet sales, the
21 warning statement shall: (a) be displayed before a consumer commits to purchasing the Covered
22 Product and without the need for the consumer to follow any additional hyperlinks beyond those
23 required as part of the ordinary purchasing process; (b) be set out in a text, box on a separate line
24 or in a separate paragraph; (c) be displayed in a font size in which the smallest character is no less
25 than the equivalent of the height of the equivalent characters in 12 point arial font; and (d) be
26 displayed with such conspicuousness, as compared with other words, statements, or designs as to
27 render it likely to be read and understood by an ordinary individual. The warning statement shall
28 not be preceded, followed, or surrounded by words, symbols, or other matter that reduces its

1 conspicuousness to an ordinary individual, or that qualifies or interprets the required text, such as
2 “legal notice required by law.”

3 **3.4 Action Regarding Specific Products.**

4 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
5 following specific products in California: (i) Palisades Handbag in Yellow, SKU No. 107-
6 000018-1600; (ii) Clifton Handbag in Yellow with White and Black Trim, SKU No. 181-
7 000001-1700; and (iii) Cheerful Sandals in Lime, SKU No. 105-000048-1100-0701 (the
8 “Section 3.4 Products”) in California. On or before the Effective Date, Settling Defendant
9 shall also: (i) cease shipping the Section 3.4 Products to any of its stores and/or customers
10 that resell the Section 3.4 Products in California, and (ii) send instructions to its stores
11 and/or customers that resell the Section 3.4 Products in California instructing them either
12 to: (a) return all of the Section 3.4 Products to Settling Defendant for destruction; or (b)
13 directly destroy the Section 3.4 Products.

14 3.4.2 Any destruction of the Section 3.4 Products shall be in compliance with all
15 applicable laws.

16 3.4.3 Within sixty days of the Effective Date, Settling Defendant shall provide
17 CEH with written certification from Settling Defendant confirming compliance with the
18 requirements of this Section 3.4.

19 **4. ENFORCEMENT**

20 4.1 Any Party may, after meeting and conferring, by motion or application for an
21 order to show cause before this Court, enforce the terms and conditions contained in this Consent
22 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.2.3 of this Consent
23 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3.

24 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Sections
25 3.2 or 3.2.3 by issuing a Notice of Violation pursuant to this Section 4.2.

26 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
27 Defendant within 45 days of the date the alleged violation(s) was or were observed,
28 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling

1 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it
2 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a
3 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the
4 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served
5 within 45 days of the date the supplier is identified by CEH.

6 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a minimum,
7 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
8 (b) the location at which the Covered Product was offered for sale, (c) a description of the
9 Covered Product giving rise to the alleged violation, and of each material or component
10 that is alleged not to comply with the Lead Limits, including a picture of the Covered
11 Product and all identifying information on tags and labels, (d) all test data obtained by
12 CEH regarding the Covered Product and related supporting documentation, including all
13 laboratory reports, quality assurance reports and quality control reports associated with
14 testing of the Covered Products, and (e) documentary evidence that CEH reasonably
15 concludes would be admissible establishing that no Clear and Reasonable Warning was
16 provided. Such Notice of Violation shall be based at least in part upon total acid digest
17 testing performed by an independent accredited laboratory. Wipe, swipe, x-ray
18 fluorescence, and swab testing are not by themselves sufficient to support a Notice of
19 Violation, although any such testing may be used as additional support for a Notice. The
20 Parties agree that the sample Notice of Violation attached hereto as Exhibit A is sufficient
21 in form to satisfy the requirements of subsections (c) and (d) of this Section 4.2.2.

22 **4.2.3 Additional Documentation.** CEH shall promptly make available for
23 inspection and/or copying upon request by and at the expense of Settling Defendant, all
24 supporting documentation related to the testing of the Covered Products and associated
25 quality control samples, including chain of custody records, all laboratory logbook entries
26 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
27 from all analytical instruments relating to the testing of Covered Product samples and any
28 and all calibration, quality assurance, and quality control tests performed or relied upon in

1 conjunction with the testing of the Covered Products, obtained by or available to CEH that
2 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
3 any exemplars of Covered Products tested.

4 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four
5 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
6 fines, costs, penalties, or remedies are provided by law for failure to comply with the
7 Consent Judgment. For purposes of determining the number of Notices of Violation
8 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

13 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation
14 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
15 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
16 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
17 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
18 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
19 Environmental Health and included with Settling Defendant's Notice of Election.

20 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
21 Election shall include all then-available documentary evidence regarding the alleged
22 violation, including any test data. Within 30 days the parties shall meet and confer to
23 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
24 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
25 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
26 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
27 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
28 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-

1 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
2 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
3 other data regarding the alleged violation, it shall promptly provide all such data or
4 information to the other Party.

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

16 **4.3.3 Limitations in Non-Contested Matters.**

17 (a) If it elects not to contest a Notice of Violation before any motion
18 concerning the violation(s) at issue has been filed, the monetary liability of Settling
19 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
20 4.3.3, if any.

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

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

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

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

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

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

21 5. PAYMENTS

22 5.1 **Payments by Settling Defendant.** Settling Defendant shall pay the total sum of
23 \$135,000 as a total settlement payment according to the following schedule: (a) on or before
24 August 4, 2013: \$45,000; (b) on or before October 4, 2013: \$45,000; and (c) on or before
25 December 4, 2013: \$45,000. Any failure by Settling Defendant to comply with the payment
26 terms herein shall be subject to a stipulated late fee in the amount of \$100 for each day after the
27 delivery date the payment is received. The late fees required under this Section shall be
28 recoverable, together with reasonable attorneys’ fees, in an enforcement proceeding brought

1 pursuant to Section 4.1 of this Consent Judgment. Each settlement payment shall be paid in three
2 separate checks and delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503
3 Divisadero Street, San Francisco, California 94117-2212, and made payable and allocated as
4 follows:

5 5.1.1 Each of Settling Defendant's payments shall include the sum of \$5,975 as a
6 civil penalty pursuant to Health & Safety Code § 25249.7(b), for a total penalty of \$17,925. CEH
7 shall apportion each of these payments in accordance with Health & Safety Code § 25249.12
8 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
9 Assessment). The checks pursuant to this Section shall be made payable to the Center For
10 Environmental Health.

11 5.1.2 Each of Settling Defendant's payments shall include the sum of \$8,970 as a
12 payment in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and
13 California Code of Regulations, Title 11, § 3203(b), for a total payment in lieu of penalty of
14 \$26,910. CEH shall use such funds to continue its work educating and protecting people from
15 exposures to toxic chemicals, including heavy metals. In addition, as part of its Community
16 Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants
17 to grassroots environmental justice groups working to educate and protect people from exposures
18 to toxic chemicals. The method of selection of such groups can be found at the CEH web site at
19 www.ceh.org/justicefund. The payments pursuant to this Section shall be made payable to the
20 Center For Environmental Health.

21 5.1.3 Settling Defendant shall also separately pay the sum of \$30,055 to the
22 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
23 costs, for a total fees and costs payment of \$90,165. The attorneys' fees and cost reimbursement
24 checks shall be made payable to the Lexington Law Group.

25 **6. MODIFICATION**

26 6.1 **Written Consent.** This Consent Judgment may be modified from time to
27 time by express written agreement of the Parties with the approval of the Court, or by an order of
28 this Court upon motion and in accordance with law.

1 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
2 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
3 modify the Consent Judgment.

4 **7. CLAIMS COVERED AND RELEASED**

5 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
6 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
7 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
8 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
9 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
10 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
11 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
12 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
13 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
14 Defendant prior to the Effective Date.

15 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
16 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant’s Covered
17 Products.

18 7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an
19 action under Proposition 65 against any person other than a Settling Defendant, Defendant
20 Releasee, or Downstream Defendant Releasee.

21 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
22 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
23 of Settling Defendant under Section 3.2; and (b) sells or offers for sale a Covered Product to
24 California consumers that does not comply with the Lead Limits after the Effective Date.

25 **8. NOTICE**

26 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
27 notice shall be sent by first class and electronic mail to:

28

1 Eric S. Somers
2 Lexington Law Group
3 503 Divisadero Street
4 San Francisco, CA 94117
5 esomers@lexlawgroup.com

6 8.2 When Settling Defendant is entitled to receive any notice under this Consent
7 Judgment, the notice shall be sent by first class and electronic mail to:

8 Betsy McDaniel
9 Meredith Jones-McKeown
10 Sheppard Mullin
11 Four Embarcadero Center
12 Seventeenth Floor
13 San Francisco, CA 94111
14 BMcDaniel@sheppardmullin.com
15 mjonesmckeown@sheppardmullin.com

16 8.3 Any Party may modify the person and address to whom the notice is to be sent
17 by sending each other Party notice by first class and electronic mail.

18 **9. COURT APPROVAL**

19 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
20 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
21 shall support entry of this Consent Judgment.

22 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
23 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
24 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

25 **10. ATTORNEYS' FEES**

26 10.1 Should CEH prevail on any motion, application for an order to show cause or
27 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
28 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

1 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
2 Code of Civil Procedure §§ 2016, *et seq.*

3 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
4 its own attorneys' fees and costs.

5 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
6 sanctions pursuant to law.

7 **11. TERMINATION**

8 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
9 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such
10 termination shall be effective upon the subsequent filing of a notice of termination with Superior
11 Court of Alameda County.

12 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
13 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
14 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
15 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
16 shall survive any termination.

17 **12. OTHER TERMS**

18 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
19 of California.

20 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
21 Defendant, and the successors or assigns of any of them.

22 12.3 This Consent Judgment contains the sole and entire agreement and
23 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
24 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
25 merged herein and therein. There are no warranties, representations, or other agreements between
26 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
27 implied, other than those specifically referred to in this Consent Judgment have been made by any
28 Party hereto. No other agreements not specifically contained or referenced herein, oral or

1 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
2 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
3 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
4 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
5 whether or not similar, nor shall such waiver constitute a continuing waiver.

6 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
7 that Settling Defendant might have against any other party, whether or not that party is a Settling
8 Defendant.

9 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
10 Consent Judgment.

11 12.6 The stipulations to this Consent Judgment may be executed in counterparts
12 and by means of facsimile or portable document format (pdf), which taken together shall be
13 deemed to constitute one document.

14 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
15 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
16 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
17 Party.

18 12.8 The Parties, including their counsel, have participated in the preparation of
19 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
20 This Consent Judgment was subject to revision and modification by the Parties and has been
21 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
22 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
23 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
24 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to

25 ////

26 ////

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28

1 be resolved against the drafting Party should not be employed in the interpretation of this Consent
2 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **IT IS SO ORDERED:**

4

5 Dated: _____

The Honorable Steven A. Brick
Judge of the Superior Court

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7

8 **IT IS SO STIPULATED:**

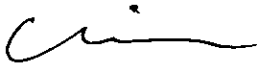
9

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11 **CENTER FOR ENVIRONMENTAL HEALTH**

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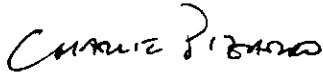


14

Signature

15

16



17

Printed Name

18



19

Title

20

21

22 **SHOEDAZZLE.COM, INC.**

23

24

Signature

25

26

27

Printed Name

28

29

Title

30

1 be resolved against the drafting Party should not be employed in the interpretation of this Consent
2 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **IT IS SO ORDERED:**

4

5 Dated: _____

The Honorable Steven A. Brick
Judge of the Superior Court

6

7

8 **IT IS SO STIPULATED:**

9

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11 **CENTER FOR ENVIRONMENTAL HEALTH**

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Signature

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Printed Name

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Title

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SHOEDAZZLE.COM, INC.

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22


Signature

23

24

Richard Jun
Printed Name

25

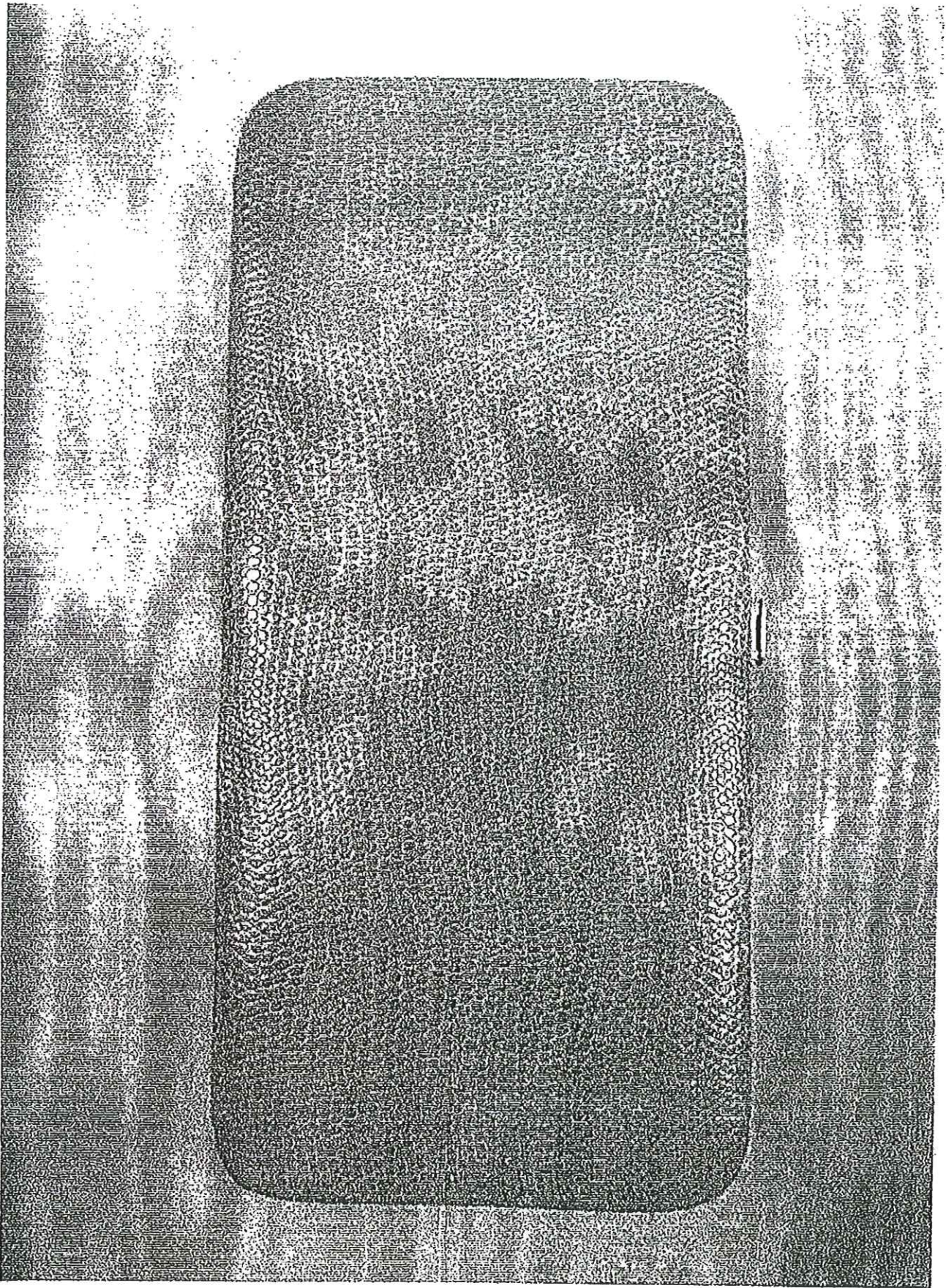
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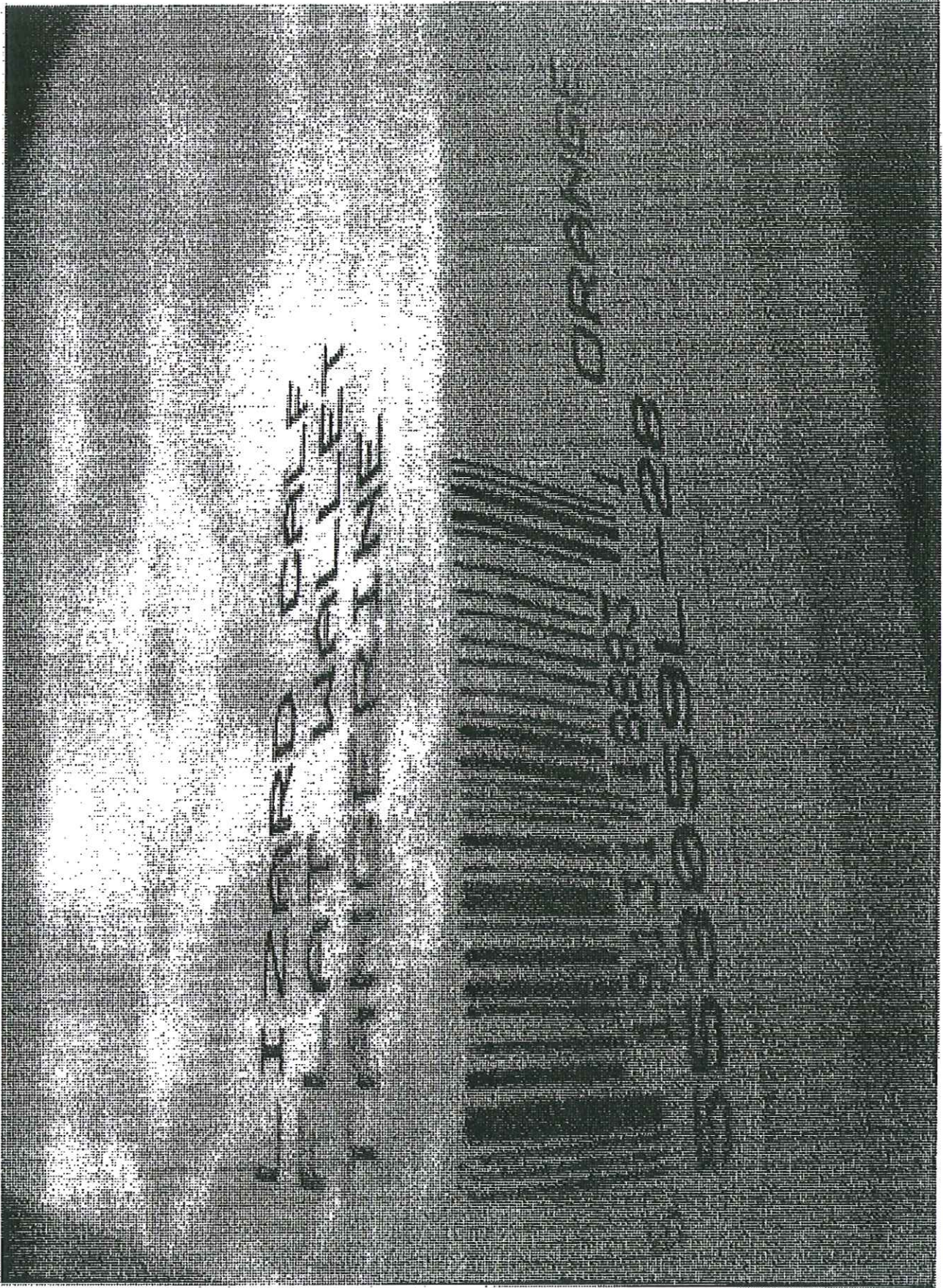
General Counsel
Title

27

28

Exhibit A





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 otherwise noted 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