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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 DEUX LUX 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 wallets, handbags, purses and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendant¹.

¹ The Parties agree that for purposes of this Consent Judgment only the term Covered Products includes cosmetic cases.

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

3 1.4 “Lead Limits” means the maximum concentrations of lead and lead
4 compounds (“Lead”) by weight specified in Section 3.2.

5 1.5 “Manufactured” and “Manufactures” have the meaning defined in Section
6 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)].²

7 1.6 “Paint or other Surface Coatings” ” has the meaning defined in 16 C.F.R. §
8 1303.2(b).³

9 1.7 “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 Deux Lux 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. Since the initial filing, the Court has consolidated the *Lulu* matter with a number of
17 other related Proposition 65 cases.

18 2.3 On or about September 25, 2012, CEH served a 60-Day Notice of Violation
19 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California
20 Health & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant violated Proposition
21 65 by exposing persons to Lead contained in wallets, handbags, purses and clutches, without first
22 providing a clear and reasonable Proposition 65 warning.

23 _____
24 ² As of May 1, 2011, the term “Manufactured” and “Manufactures” means to manufacture,
produce, or assemble.

25 ³ As of May 1, 2011, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
26 material, with or without a suspension of finely divided coloring matter, which changes to a solid
27 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 2.4 On or about December 5, 2012, CEH filed the action entitled *Center for*
2 *Environmental Health v. Fashion Eden, et al.*, Case No. RG 12-658652. On December 19, 2012,
3 the Court consolidated the *Center for Environmental Health v. Fashion Eden* case with the *LuLu*
4 consolidated cases. On or about December 21, 2012, CEH amended the complaint in the *Fashion*
5 *Eden* case to name Settling Defendant as a defendant party.

6 2.5 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 2.6 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 2.7 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

1 Manufacture, or supply to an unaffiliated third party any Covered Product that will be sold or
2 offered for sale to California consumers that contains a material or is made of a component that
3 exceeds the following Lead Limits:

4 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

5 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

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

8 3.3 **Final Compliance Date.** Commencing on July 1, 2013, Settling Defendant
9 shall not sell or offer for sale in California, any Covered Product that exceeds the Lead Limits
10 specified in Section 3.2.

11 3.4 **Action Regarding Specific Products.**

12 3.4.1 On or before the Effective Date, Settling Defendant shall cease selling the
13 Deux Lux Handbag in Coral, Style No. DL1209-127 CORAL (“Section 3.4 Product”) in
14 California. On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the
15 Section 3.4 Product to any of its stores and/or customers that resell the Section 3.4 Product in
16 California, and (ii) send instructions to its stores and/or customers that resell the Section 3.4
17 Product in California instructing them either to: (a) return all the Section 3.4 Product to Settling
18 Defendant for destruction; or (b) directly destroy the Section 3.4 Product.

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

21 3.4.3 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
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1 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
2 Judgment shall be brought exclusively pursuant to Sections 4.2 through 4.3.

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

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

14 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
15 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
16 (b) the location at which the Covered Product was offered for sale, (c) a description of the
17 Covered Product giving rise to the alleged violation, and of each material or component
18 that is alleged not to comply with the Lead Limits, including a picture of the Covered
19 Product and all identifying information on tags and labels, and (d) all test data obtained by
20 CEH regarding the Covered Product and related supporting documentation, including all
21 laboratory reports, quality assurance reports and quality control reports associated with
22 testing of the Covered Products. Such Notice of Violation shall be based at least in part
23 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
24 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
25 Notice of Violation, although any such testing may be used as additional support for a
26 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
27 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
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1 4.2.2.

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

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

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

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

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

1 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
2 Election shall include all then-available documentary evidence regarding the alleged
3 violation, including any test data. Within 30 days the parties shall meet and confer to
4 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
5 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
6 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
7 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
8 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
9 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
10 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
11 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
12 other data regarding the alleged violation, it shall promptly provide all such data or
13 information to the other Party.

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

25 4.3.3 **Limitations in Non-Contested Matters.**

26 (a) If it elects not to contest a Notice of Violation before any motion
27 concerning the violation(s) at issue has been filed, the monetary liability of Settling
28

1 Defendant shall be limited to the contributions required by Sections 4.3.2 and this Section
2 4.3.3, if any.

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

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

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

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

27 4.4 Any contributions to the Fashion Accessory Test Fund pursuant to this Section 3

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1 shall be made payable to the Center For Environmental Health and delivered to counsel for CEH.

2 **5. PAYMENTS**

3 5.1 **Payments by Settling Defendant.** Within five (5) business days of the Effective
4 Date, Settling Defendant shall pay the total sum of \$47,500 as a settlement payment. The total
5 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
6 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
7 Francisco, California 94117-2212, and made payable and allocated as follows:

8 5.1.1 Settling Defendant shall pay the sum of \$6,300 as a civil penalty pursuant
9 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
10 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of
11 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
12 Center For Environmental Health.

13 5.1.2 Settling Defendant shall pay the sum of \$9,400 as a payment in lieu of civil
14 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
15 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
16 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
17 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
18 funds to award grants to grassroots environmental justice groups working to educate and protect
19 people from exposures to toxic chemicals. The method of selection of such groups can be found
20 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
21 made payable to the Center For Environmental Health.

22 5.1.3 Settling Defendant shall also separately pay the sum of \$31,800 to the
23 Lexington Law Group as reimbursement of a portion of CEH’s reasonable attorneys’ fees and
24 costs. The attorneys’ fees and cost reimbursement check shall be made payable to the Lexington
25 Law Group.

26 **6. MODIFICATION**

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

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

6 **7. CLAIMS COVERED AND RELEASED**

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

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

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

23 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
24 under Proposition 65 against a Downstream Defendant Releasee that sells or offers for sale a
25 Covered Product to California consumers that does not comply with the Lead Limits after the
26 applicable Final Compliance Date set forth in Section 3.3.

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1 **8. NOTICE**

2 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail to:

4 Eric S. Somers
5 Lexington Law Group
6 503 Divisadero Street
7 San Francisco, CA 94117
8 esomers@lexlawgroup.com

9 8.2 When Settling Defendant is entitled to receive any notice under this Consent
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 Talin Haroutunian
12 General Counsel
13 Deux Lux Inc.
14 4535 West Valerio Street
15 Burbank, CA 91505
16 thart@deuxlux.com

17 With a copy to:

18 Jeffrey B. Margulies
19 Fulbright & Jaworski L.L.P.
20 555 South Flower Street, 41st Floor
21 Los Angeles, CA 90071
22 jmargin@fulbright.com

23 8.3 Any Party may modify the person and address to whom the notice is to be sent
24 by sending each other Party notice by first class and electronic mail.

25 **9. COURT APPROVAL**

26 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
27 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
28 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

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

9 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
10 its own attorneys' fees and costs.

11 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
12 sanctions pursuant to law.

13 **11. TERMINATION**

14 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
15 at any time after January 1, 2019, upon the provision of 30 days advanced written notice; such
16 termination shall be effective upon the subsequent filing of a notice of termination with Superior
17 Court of Alameda County.

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

23 **12. OTHER TERMS**

24 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
25 of California.

26 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
27 Defendant, and the successors or assigns of any of them.

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1 12.3 This Consent Judgment contains the sole and entire agreement and
2 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
3 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
4 merged herein and therein. There are no warranties, representations, or other agreements between
5 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
6 implied, other than those specifically referred to in this Consent Judgment have been made by any
7 Party hereto. No other agreements not specifically contained or referenced herein, oral or
8 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
9 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
10 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
11 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
12 whether or not similar, nor shall such waiver constitute a continuing waiver.

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

16 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
17 Consent Judgment.

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

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

25 12.8 The Parties, including their counsel, have participated in the preparation of
26 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
27 This Consent Judgment was subject to revision and modification by the Parties and has been
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1 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
2 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
3 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
4 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
5 be resolved against the drafting Party should not be employed in the interpretation of this Consent
6 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

7 **IT IS SO ORDERED:**

8
9 Dated: _____, 2013

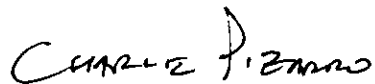
The Honorable Steven A. Brick
Judge of the Superior Court

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11 **IT IS SO STIPULATED:**

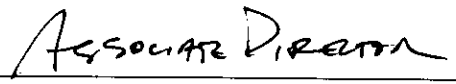
12 **CENTER FOR ENVIRONMENTAL HEALTH**

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Signature

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Printed Name

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Title

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20 **DEUX LUX INC.**

21
22 _____
Signature

23
24 _____
Printed Name

25
26
27 _____
Title

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

7 **IT IS SO ORDERED:**

8

9 Dated: _____, 2013

The Honorable Steven A. Brick
Judge of the Superior Court

10

11 **IT IS SO STIPULATED:**

12 **CENTER FOR ENVIRONMENTAL HEALTH**

13

14 _____
Signature

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16 _____
Printed Name

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20 **DEUX LUX INC.**

21 _____
22 *Sara Naghedi*
Signature

23

24 *Sara Naghedi*
25 _____
Printed Name

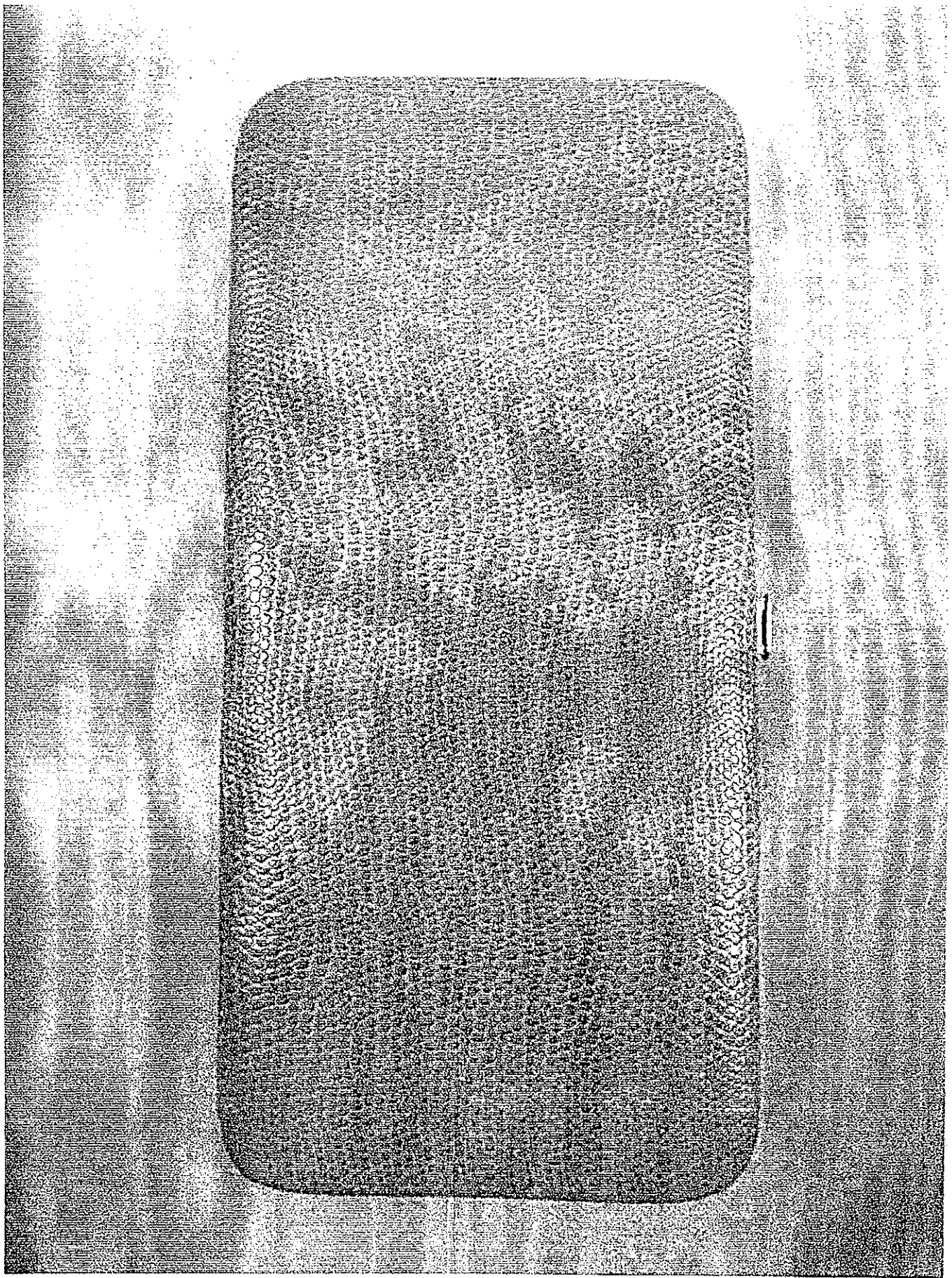
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27 *President*

Title

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Exhibit A



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OFFICE

OF

THE

SECRET

OF

THE

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



925-828-1440
www.TheNFL.com

Analytical Report

August 03, 2011

Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

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

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

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable