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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, ) Case No. RG 14-749378  
 )  
 ) Plaintiff, ) **[PROPOSED] CONSENT**  
 ) ) **JUDGMENT AS TO HRSH**  
 ) v. ) **ACQUISITIONS LLC**  
 )  
 ) ROCKET DOG BRANDS LLC, *et al.*, )  
 )  
 ) Defendants. )  
 )  
 )  
 )

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**1. DEFINITIONS**

- 1.1 “Covered Products” means all footwear products 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.
- 1.4 “Manufactured” and “Manufactures” means to manufacture, produce, or assemble.

1           1.5           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
2 with or without a suspension of finely divided coloring matter, which changes to a solid film  
3 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
4 This term does not include printing inks or those materials which actually become a part of the  
5 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
6 the substrate, such as by electroplating or ceramic glazing.

7           1.6           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
8 supplies a Covered Product to Settling Defendant.

9           **2. INTRODUCTION**

10          2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
11 Environmental Health (“CEH”) and Defendant HRSH Acquisitions LLC (“Settling Defendant”).

12          2.2           On June 6, 2014, CEH served a 60-Day Notice of Violation under Proposition  
13 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety  
14 Code §§ 25249.5, *et seq.*) (the “Notice”) to Settling Defendant, the California Attorney General,  
15 the District Attorneys of every County in the State of California, and the City Attorneys for every  
16 City in the State of California with a population greater than 750,000. The Notice alleges that  
17 Settling Defendant violated Proposition 65 by exposing persons to Lead contained in footwear  
18 without first providing a clear and reasonable Proposition 65 warning.

19          2.3           On November 24, 2014, CEH filed the action *Center for Environmental*  
20 *Health v. Rocket Dog Brands LLC, et al.*, Case No. RG 14-749378, in the Superior Court of  
21 California for Alameda County, naming Settling Defendant as a defendant. On February 16,  
22 2016, the Court entered default against Settling Defendant. The Parties stipulate to set aside the  
23 default for purposes of entering into this settlement. Entry of this Consent Judgment shall set  
24 aside the default against Setting Defendant.

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 thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead  
15 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable  
16 efforts to provide 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 sell any Covered Product that will be sold to California consumers that contains a material or  
19 is made of a component that exceeds the following Lead Limits:

20                   3.2.1   Paint or other Surface Coatings: 90 parts per million (“ppm”).

21                   3.2.2   Polyvinyl chloride (“PVC”): 200 ppm.

22                   3.2.3   All other materials or components other than cubic zirconia (sometimes  
23                   called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

24           3.3           **Action Regarding Specific Products.**

25                   3.3.1   On or before the Effective Date, Settling Defendant shall cease selling in  
26 California the following products: (i) the Charles Albert Mallory Studded Sandals in  
27 Yellow, Style No. 176355; and (ii) the Charles Albert Lola Sandals in Lime, Style No.  
28 176183 (the “Section 3.3 Products”). On or before the Effective Date, Settling Defendant

1 shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or customers  
2 that resell the Section 3.3 Products in California, and (ii) send instructions to its stores  
3 and/or customers that resell the Section 3.3 Products in California instructing them either  
4 to: (a) return all of the Section 3.3 Products to Settling Defendant for destruction; or (b)  
5 directly destroy the Section 3.3 Products.

6 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all  
7 applicable laws.

8 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall  
9 provide CEH with written certification from Settling Defendant confirming compliance  
10 with the requirements of this Section 3.3.

11 3.4 Notwithstanding anything herein to the contrary, a Covered Product  
12 purchased, imported or manufactured by Settling Defendant prior to the Effective Date may, as an  
13 alternative to meeting the Lead Limits be sold or offered for sale to California consumers so long  
14 as such Covered Product is accompanied by a Clear and Reasonable Warning that complies with  
15 the provisions of Section 3.4.1. A Clear and Reasonable Warning may only be provided for a  
16 Covered Products if Settling Defendant reasonably believes that the Covered Product does not  
17 meet the Lead Limits. During the period for which any warnings are implemented, Settling  
18 Defendant shall utilize good faith efforts to achieve reformulation as soon as possible.

19 3.4.1 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
20 Consent Judgment shall state:

21 **WARNING:** This product contains lead, a chemical known to the State of  
22 California to cause cancer and birth defects or other reproductive harm.

23 This statement shall be prominently displayed on the Covered Product, on the packaging  
24 of the Covered Product, or on a placard or sign provided that the statement is displayed  
25 with such conspicuousness, as compared with other words, statements or designs as to  
26 render it likely to be read and understood by an ordinary individual prior to sale. If the  
27 statement is displayed on a placard or sign where the Covered Product is offered for sale,  
28 the warning placard or sign must enable an ordinary individual to easily determine which

1 specific Covered Products the warning applies to, and to differentiate between that  
2 Covered Product and other products to which the warning statement does not apply. For  
3 internet, catalog or any other sale where the consumer is not physically present, the  
4 warning statement shall be displayed in such a manner that it is likely to be read and  
5 understood by an ordinary individual prior to the authorization of or actual payment. For  
6 internet sales, the warning statement shall be displayed before a consumer commits to  
7 purchasing the Covered Product and without the need for the consumer to follow any  
8 additional hyperlinks beyond those required as part of the ordinary purchasing process.

9 **4. ENFORCEMENT**

10 4.1 Any Party may, after meeting and conferring, by motion or application for an  
11 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
12 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
13 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

14 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
15 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

16 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
17 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
18 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
19 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it  
20 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a  
21 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the  
22 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served  
23 within 45 days of the date the supplier is identified by CEH.

24 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a  
25 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was  
26 observed, (b) the location at which the Covered Product was offered for sale, (c) a  
27 description of the Covered Product giving rise to the alleged violation, and of each  
28 material or component that is alleged not to comply with the Lead Limits, including a

1 picture of the Covered Product and all identifying information on tags and labels, and (d)  
2 all test data obtained by CEH regarding the Covered Product and related supporting  
3 documentation, including all laboratory reports, quality assurance reports and quality  
4 control reports associated with testing of the Covered Products. Such Notice of Violation  
5 shall be based at least in part upon total acid digest testing performed by an independent  
6 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
7 themselves sufficient to support a Notice of Violation, although any such testing may be  
8 used as additional support for a Notice. The Parties agree that the sample Notice of  
9 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
10 subsections (c) and (d) of this Section 4.2.2.

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

21 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four  
22 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever  
23 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
24 Consent Judgment. For purposes of determining the number of Notices of Violation  
25 pursuant to this Section 4.2.4, the following shall be excluded:

- 26 (a) Multiple notices identifying Covered Products Manufactured for or  
27 sold to Settling Defendant from the same Vendor; and  
28 (b) A Notice of Violation that meets one or more of the conditions of

1 Section 4.3.3(c).

2 4.3 **Notice of Election.** Within thirty (30) days of receiving a Notice of Violation  
3 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
4 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
5 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
6 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
7 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
8 Environmental Health and included with Settling Defendant’s Notice of Election.

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

22 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,  
23 Settling Defendant shall include in its Notice of Election a detailed description of  
24 corrective action that it has undertaken or proposes to undertake to address the alleged  
25 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
26 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
27 in California unless it complies with the Lead Limits. If there is a dispute over the  
28 sufficiency of the proposed corrective action or its implementation, CEH shall promptly

1 notify Settling Defendant and the Parties shall meet and confer before seeking the  
2 intervention of the Court to resolve the dispute. In addition to the corrective action,  
3 Settling Defendant shall make a contribution to the Fashion Accessory Testing Fund in the  
4 amount of \$5,000, unless one of the provisions of Section 4.3.3 applies.

5 **4.3.3 Limitations in Non-Contested Matters.**

6 (a) If it elects not to contest a Notice of Violation before any motion  
7 concerning the violation(s) at issue has been filed, the monetary liability of Settling  
8 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section  
9 4.3.3, if any.

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

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

15 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
16 Defendant, prior to receiving and accepting for distribution or sale the  
17 Covered Product identified in the Notice of Violation, obtained test results  
18 demonstrating that the non-compliant materials or components in the  
19 Covered Product identified in the Notice of Violation complied with the  
20 applicable Lead Limits, and further provided that such test results meet the  
21 same quality criteria to support a Notice of Violation as set forth in Section  
22 4.2.2 and that the testing was performed within two years prior to the date  
23 of the sales transaction on which the Notice of Violation is based. Settling  
24 Defendant shall provide copies of such test results and supporting  
25 documentation to CEH with its Notice of Election; or

26 (ii) Not required or payable, if the Notice of Violation identifies  
27 the same Covered Product or Covered Products, differing only in size or  
28



1 color, that have been the subject of another Notice of Violation within the  
2 preceding 12 months.

3 **5. PAYMENTS**

4 **5.1 Payments by Settling Defendant. Payments by Settling Defendant.** Within  
5 five (5) business days of the Effective Date, Settling Defendant shall pay the total sum of \$30,000  
6 as a settlement payment. The total settlement amount for Settling Defendant shall be paid in four  
7 separate checks made payable and allocated as follows:

8 5.1.1 Settling Defendant shall pay the sum of \$3,900 as a civil penalty pursuant  
9 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
10 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
11 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the  
12 OEHHA portion of the civil penalty payment in the amount of \$2,925 shall be made payable to  
13 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
14 delivered as follows:

15 For United States Postal Service Delivery:

16 Attn: Mike Gyurics  
17 Fiscal Operations Branch Chief  
18 Office of Environmental Health Hazard Assessment  
19 P.O. Box 4010, MS #19B  
20 Sacramento, CA 95812-4010

21 For Non-United States Postal Service Delivery:

22 Attn: Mike Gyurics  
23 Fiscal Operations Branch Chief  
24 Office of Environmental Health Hazard Assessment  
25 1001 I Street, MS #19B  
26 Sacramento, CA 95814

27 The CEH portion of the civil penalty payment in the amount of \$975 shall be made  
28 payable to the Center for Environmental Health and associated with taxpayer identification  
number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
Street, San Francisco, CA 94117.

5.1.2 Settling Defendant shall pay the sum of \$5,900 as a payment in lieu of civil  
penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of

1 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
2 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
3 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
4 funds to award grants to grassroots environmental justice groups working to educate and protect  
5 people from exposures to toxic chemicals. The method of selection of such groups can be found  
6 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
7 made payable to the Center for Environmental Health and associated with taxpayer identification  
8 number 94-3251981.

9           5.1.3 Settling Defendant shall also separately pay the sum of \$20,200 to the  
10 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
11 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
12 Law Group and associated with taxpayer identification number 94-3317175. This payment shall  
13 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## 14 **6. MODIFICATION**

15           6.1 **Written Consent.** This Consent Judgment may be modified from time to  
16 time by express written agreement of the Parties with the approval of the Court, or by an order of  
17 this Court upon motion and in accordance with law.

18           6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
19 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
20 modify the Consent Judgment.

## 21 **7. CLAIMS COVERED AND RELEASED**

22           7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
23 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
24 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
25 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell  
26 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
27 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")  
28 of any violation of Proposition 65 that was or could have been asserted in the Complaint against

1 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
2 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
3 Defendant prior to the Effective Date.

4 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant  
5 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
6 Settling Defendant.

7 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against  
8 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices  
9 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

10 **8. NOTICE**

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

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

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

20 Steve Russo  
21 HRSH Acquisitions LLC  
22 15 West 34<sup>th</sup> Street  
23 New York, NY 10001  
24 Steve.Russo@fabny.com

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

27 **9. COURT APPROVAL**

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

9.2 If this Consent Judgment is not entered by the Court within one (1) year after

1 it is fully executed, it shall be of no force or effect and shall never be introduced into evidence or  
2 otherwise used in any proceeding for any purpose other than to allow the Court to determine if  
3 there was a material breach of Section 9.1.

4 **10. ATTORNEYS' FEES**

5 10.1 Should CEH prevail on any motion, application for an order to show cause or  
6 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
7 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
8 Settling Defendant prevail on any motion application for an order to show cause or other  
9 proceeding, Settling Defendant shall be awarded its reasonable attorneys' fees and costs as a  
10 result of such motion or application upon a finding by the Court that CEH's prosecution of the  
11 motion or application lacked substantial justification. For purposes of this Consent Judgment, the  
12 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of  
13 1986, Code of Civil Procedure §§ 2016, *et seq.*

14 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
15 its own attorneys' fees and costs.

16 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
17 sanctions pursuant to law.

18 **11. TERMINATION**

19 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
20 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such  
21 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
22 Court of Alameda County.

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

28

1 **12. OTHER TERMS**

2 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
3 of California.

4 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
5 Defendant, and the successors or assigns of any of them.

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

18 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
19 that Settling Defendant might have against any other party, whether or not that party is a Settling  
20 Defendant.

21 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
22 Consent Judgment.

23 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
24 and by means of facsimile or portable document format (pdf), which taken together shall be  
25 deemed to constitute one document.

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

1 Party.

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

11 **IT IS SO ORDERED:**

12

13

14 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

15

16 **IT IS SO STIPULATED:**

17

18 **CENTER FOR ENVIRONMENTAL HEALTH**

19

20



21

Signature

22

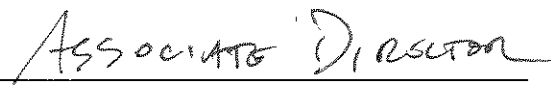


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HRSH ACQUISITIONS LLC



Signature

Steven Russo

Printed Name

Managing Member

Title

# **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](http://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