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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 LA VANI INC.**
v.)
)
ROCKET DOG BRANDS LLC, *et al.*,)
)
Defendants.)
)
)
)
)
)

1. DEFINITIONS

1.1 “Covered Products” means wallets, handbags, purses and clutches that are sold or offered for sale by Settling Defendant.

1.2 “Effective Date” means five (5) days after Plaintiff Center for Environmental Health’s counsel of record provides written notice to Defendant La Vani Inc.’s counsel of record that this Consent Judgment has been approved and 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 La Vani Inc. (“Settling Defendant”).

12 2.2 CEH provided Settling Defendant, the California Attorney General, the
13 District Attorneys of every County in the State of California, and the City Attorneys for every
14 City in the State of California with a population greater than 750,000 with a 60-Day Notice of
15 Violation dated June 26, 2014 under Proposition 65 (The Safe Drinking Water and Toxic
16 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*) (the “Notice”).
17 The Notice alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead
18 contained in wallets, handbags, purses and clutches without first providing a clear and reasonable
19 Proposition 65 warning.

20 2.3 On November 24, 2014, CEH filed the action *Center for Environmental*
21 *Health v. Rocket Dog Brands LLC, et al.*, Case No. RG 14-749378, in the Superior Court of
22 California for Alameda County, naming Settling Defendant as a defendant in that action.

23 2.4 Settling Defendant offers for sale Covered Products in the State of California
24 or has done so in the past.

25 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
26 Court has jurisdiction over the allegations of violations contained in the operative Complaint
27 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
28 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,

1 and that this Court has jurisdiction to enter this Consent Judgment pursuant to California Code of
2 Civil Procedure § 664.6 and Proposition 65.

3 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
4 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
5 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
6 finding, conclusion of law, issue of law, or violation of law or liability by Settling Defendant.
7 Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or
8 defense the Parties may have in any other legal proceeding. This Consent Judgment is the
9 product of negotiation and compromise and is accepted by the Parties for purposes of settling,
10 compromising and resolving issues disputed in this action. However, nothing in this section 2.6
11 shall affect the Parties' obligations, duties, and responsibilities under this Consent Judgment.

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, in the
16 future, to provide Settling Defendant Covered Products that comply with the Lead Limits as
17 stated in Section 3.2 of this Consent Judgment on a nationwide basis.

18 3.2 **Lead Limits.** Commencing on the Effective Date, except as described in
19 section 3.4 of this Consent Judgment, Settling Defendant shall only sell or offer for sale Covered
20 Products that will be sold or offered for sale to California consumers that contain materials or are
21 made of components that contain less than or equal to the following Lead Limits:

22 3.2.1 Paint or other Surface Coatings: 90 parts per million ("ppm");

23 3.2.2 Polyvinyl chloride ("PVC"): 200 ppm; and

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

26 3.3 **Action Regarding Specific Products.**

27 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in
28 California the following products: (i) the Vani Dasein Snakeskin Embossed Checkbook Wallet in

1 Green, Item No. DTD370-70497; (ii) the Vani Dasein Snakeskin Embossed Checkbook Wallet
2 in Blossom Red, Item No. W.370-70497; (iii) the Dasein Patent Croco Chic Bi-Fold Checkbook
3 Wallet in Coffee, Item No. MFF2237-152244; (iv) the Dasein Patent Croco Chic Bi-Fold
4 Checkbook Wallet in Red, Item No. BBB12237-152244; (v) the Dasein Color-Blocked Bi-Fold
5 Wallet in Mint Green & Coffee, Item No. DFD2456-152237; and (vi) the Dasein Color-Blocked
6 Bi-Fold Wallet in Red & Black, Item No. BAB2456-152237 (collectively, the “Section 3.3
7 Products”) unless the Section 3.3. Products comply with the Lead Limits in Section 3.2. On or
8 before the Effective Date, Settling Defendant shall also: (i) cease shipping the Section 3.3
9 Products to any of its stores and/or customers that resell the Section 3.3 Products in California;
10 and (ii) send instructions to its stores and/or customers that resell the Section 3.3 Products in
11 California instructing them either to: (a) return all of the Section 3.3 Products to Settling
12 Defendant; or (b) directly destroy the Section 3.3 Products.

13 3.3.2 Any destruction of the Section 3.3 Products by Settling Defendant shall be
14 in compliance with all applicable laws.

15 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall
16 provide CEH with written certification from Settling Defendant confirming compliance with the
17 requirements of this Section 3.3.

18 3.4 **Interim Warning Option.** Notwithstanding anything to the contrary in
19 Section 3.2 above, a Covered Product purchased, imported or manufactured by Settling
20 Defendant prior to the Effective Date may, as an alternative to meeting the Lead Limits, be sold
21 or offered for sale to California consumers so long as such Covered Product is accompanied by a
22 Clear and Reasonable Warning that complies with the provisions of Section 3.4.1. A Clear and
23 Reasonable Warning may only be provided for a Covered Product if Settling Defendant
24 reasonably believes the Covered Product does not meet the Lead Limits. During the period for
25 which any warnings are implemented, Settling Defendant shall utilize good faith efforts to
26 achieve reformulation as soon as possible.

1 3.4.1 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
2 Consent Judgment shall state:

3 WARNING: This product contains lead, a chemical known to the State of
4 California to cause birth defects or other reproductive harm.

5 This statement shall be prominently displayed on the Covered Product, on the packaging
6 of the Covered Product, or on a placard or sign provided that the statement is displayed
7 with such conspicuousness, as compared with other words, statements or designs as to
8 render it likely to be read and understood by an ordinary individual prior to sale. If the
9 statement is displayed on a placard or sign where the Covered Product is offered for sale,
10 the warning placard or sign must enable an ordinary individual to easily determine which
11 specific Covered Products the warning applies to, and to differentiate between that
12 Covered Product and other products to which the warning statement does not apply. For
13 internet, catalog or any other sale where the consumer is not physically present, the
14 warning statement shall be displayed in such a manner that it is likely to be read and
15 understood by an ordinary individual prior to the authorization of or actual payment. For
16 internet sales, the warning statement shall be displayed before a consumer commits to
17 purchasing the Covered Product and without the need for the consumer to follow any
18 additional hyperlinks beyond those required as part of the ordinary purchasing process.

19 **4. ENFORCEMENT**

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

25 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
26 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

27 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
28 Defendant within 45 days of the date the alleged violation(s) was or were observed, provided,

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

7 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a
8 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was
9 observed; (b) the location at which the Covered Product was offered for sale; (c) a description of
10 the Covered Product giving rise to the alleged violation, and of each material or component that is
11 alleged not to comply with the Lead Limits, including a picture of the Covered Product and all
12 identifying information on tags and labels; and (d) all test data obtained by CEH regarding the
13 Covered Product and related supporting documentation, including all laboratory reports, quality
14 assurance reports and quality control reports associated with testing of the Covered Products.
15 Such Notice of Violation shall be based at least in part upon total acid digest testing performed by
16 an independent accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not
17 by themselves sufficient to support a Notice of Violation, although any such testing may be used
18 as additional support for a Notice. The Parties agree that the sample Notice of Violation attached
19 hereto as Exhibit A is sufficient in form to satisfy the requirements of subsections (c) and (d) of
20 this Section 4.2.2.

21 **4.2.3 Additional Documentation.** CEH shall promptly make available for
22 inspection and/or copying upon request by and at the expense of Settling Defendant, all
23 supporting documentation related to the testing of the Covered Products and associated quality
24 control samples, including chain of custody records, all laboratory logbook entries for laboratory
25 receiving, sample preparation, and instrumental analysis, and all printouts from all analytical
26 instruments relating to the testing of Covered Product samples and any and all calibration, quality
27 assurance, and quality control tests performed or relied upon in conjunction with the testing of the
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1 Covered Products, obtained by or available to CEH that pertains to the Covered Product’s alleged
2 noncompliance with Section 3 and, if available, any exemplars of Covered Products tested.

3 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four
4 Notices of Violation in any 12-month period, at CEH’s option, CEH may seek whatever
5 fines, costs, penalties, or remedies are provided by law for failure to comply with the
6 Consent Judgment. For purposes of determining the number of Notices of Violation
7 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

12 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation
13 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
14 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
15 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be
16 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
17 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
18 Environmental Health and included with Settling Defendant’s Notice of Election.

19 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
20 Election shall include all then-available documentary evidence regarding the alleged
21 violation, including any test data. Within 30 days the parties shall meet and confer to
22 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
23 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
24 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
25 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
26 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
27 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
28 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or

1 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
2 other data regarding the alleged violation, it shall promptly provide all such data or
3 information to the other Party.

4 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
5 Settling Defendant shall include in its Notice of Election a detailed description of
6 corrective action that it has undertaken or proposes to undertake to address the alleged
7 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
8 Covered Product will no longer be offered by Settling Defendant or its customers for sale
9 in California. If there is a dispute over the sufficiency of the proposed corrective action or
10 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
11 meet and confer before seeking the intervention of the Court to resolve the dispute. In
12 addition to the corrective action, Settling Defendant shall make a contribution to the
13 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
14 Section 4.3.3 applies.

15 4.3.3 **Limitations in Non-Contested Matters.**

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

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

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

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

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

8 (ii) Not required or payable, if the Notice of Violation identifies
9 the same Covered Product or Covered Products, differing only in size or
10 color, that have been the subject of another Notice of Violation within the
11 preceding 12 months.

12 **5. PAYMENTS**

13 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective
14 Date, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment. The total
15 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
16 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
17 Francisco, California 94117-2212, and made payable and allocated as follows:

18 5.1.1 Settling Defendant shall pay the sum of \$5,930 as a civil penalty pursuant
19 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
20 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
21 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
22 Center for Environmental Health.

23 5.1.2 Settling Defendant shall pay the sum of \$8,900 as a payment in lieu of civil
24 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
25 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
26 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
27 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
28 funds to award grants to grassroots environmental justice groups working to educate and protect

1 people from exposures to toxic chemicals. The method of selection of such groups can be found
2 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
3 made payable to the Center for Environmental Health.

4 5.1.3 Settling Defendant shall also separately pay the sum of \$30,170 to the
5 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
6 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
7 Law Group.

8 **6. MODIFICATION**

9 6.1 **Written Consent.** This Consent Judgment may be modified from time to
10 time by express written agreement of the Parties with the approval of the Court, or by an order of
11 this Court upon motion and in accordance with law.

12 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
13 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
14 modify the Consent Judgment.

15 **7. CLAIMS COVERED AND RELEASED**

16 7.1 CEH acting on its own behalf and in the public interest releases Settling
17 Defendant, and its parents, subsidiaries, affiliated entities that are under common ownership,
18 directors, officers, employees, and attorneys ("Defendant Releasees"), and each entity to whom
19 they directly or indirectly distribute or sell Covered Products, including but not limited to
20 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
21 licensees ("Downstream Defendant Releasees") from all claims under Proposition 65 based on
22 alleged exposure to Lead from Covered Products sold by Settling Defendant up through the
23 Effective Date.

24 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
25 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
26 Settling Defendant.

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1 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
2 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices
3 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

4 **8. NOTICE**

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

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

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

14 Malcolm C. Weiss
15 Stephanie Chen
16 Hunton & Williams LLP
17 550 South Hope Street, Suite 2000
18 Los Angeles, California 90071
19 mweiss@hunton.com

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

22 **9. COURT APPROVAL**

23 9.1 This Consent Judgment shall become effective five (5) days after CEH's
24 counsel provides written notice to Settling Defendant's counsel that this Consent Judgment has
25 been approved and entered by the Court. CEH shall prepare and file a Motion for Approval of
26 this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

27 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
28 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 Except as otherwise provided in this Consent Judgment, each Party shall bear

1 its own attorneys' fees and costs.

2 10.2 Nothing in this Section 10 shall preclude a Party from seeking an award of
3 sanctions pursuant to law.

4 **11. TERMINATION**

5 11.1 This Consent Judgment shall automatically terminate on January 1, 2019.

6 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
7 be of no further force or effect as to the terminated parties.

8 **12. OTHER TERMS**

9 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
10 of California and apply within the state of California. In the event that Proposition 65 is repealed,
11 preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered
12 Products, then Defendant may provide written notice to Plaintiff of any asserted change in the
13 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and
14 to the extent that, the Covered Products are so affected.

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

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

1 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
2 that Settling Defendant might have against any other party, whether or not that party is a Settling
3 Defendant.

4 12.5 This Court shall retain jurisdiction of this matter until January 1, 2019 to
5 implement or modify the Consent Judgment.

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

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

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

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23 **IT IS SO ORDERED:**

24

25 Dated: _____

Judge of the Superior Court

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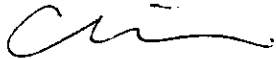
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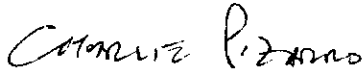
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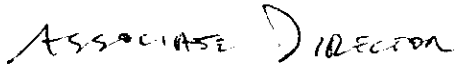
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

LA VANI INC.

Signature

Printed Name

Title

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

LA VANI INC.



Signature

WEIHONG CUI

Printed Name

President

Title

Exhibit A



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OFFICE

OF

INTELLIGENCE

UNITED STATES

DEPARTMENT OF JUSTICE

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