

1 **1. DEFINITIONS**

2 1.1 “Accessible Component” means a component of a Covered Product that could
3 be touched by a person during normal or reasonably foreseeable use.

4 1.2 “Covered Products” means Fashion Accessories that are Manufactured,
5 distributed or sold or offered for sale by a Settling Defendant.

6 1.3 “Effective Date” means the date on which this Consent Judgment is entered by
7 the Court.

8 1.4 “Fashion Accessories” means footwear.

9 1.5 “Lead Limits” means the maximum concentrations of lead and lead
10 compounds (“Lead”) by weight specified in Section 3.2.

11 1.6 “Manufactured” and “Manufactures” have the meaning defined in Section
12 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],¹ as amended
13 from time to time.

14 1.7 “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R.
15 § 1303.2(b)², as amended from time to time.

16 1.8 “Vendor” means a person or entity that Manufactures, imports, distributes, or
17 supplies a Fashion Accessory to a Settling Defendant.

18 **2. INTRODUCTION**

19 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
20 Environmental Health (“CEH”) and defendants Marc Fisher Holdings LLC, Marc Fisher LLC,
21 MB Fisher LLC, Fisher Sigerson Morrison LLC, Marc Fisher JR Brand LLC, Unisa Fisher LLC,
22 MBF Licensing LLC, Marc Fisher Holdings LLC, MBF Holdings LLC, Fisher Design LLC, and
23 Unisa Fisher Wholesale LLC (“Settling Defendants”).

24 ¹ As of July 15, 2014, the term “Manufactured” and “Manufactures” means to manufacture,
25 produce, or assemble.

26 ² As of July 15, 2014, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
27 material, with or without a suspension of finely divided coloring matter, which changes to a solid
28 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other
surface. This term does not include printing inks or those materials which actually become a part
of the substrate, such as the pigment in a plastic article, or those materials which are actually
bonded to the substrate, such as by electroplating or ceramic glazing.

1 2.2 On or about July 1, 2011, CEH served a 60-Day Notice of Violation under
2 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
3 & Safety Code §§ 25249.5, *et seq.*), alleging that Settling Defendant Marc Fisher Holdings LLC
4 violated Proposition 65 by exposing persons to Lead contained in Fashion Accessories, without
5 first providing a clear and reasonable Proposition 65 warning.

6 2.3 Settling Defendants manufacture, distribute or sell Fashion Accessories that
7 are offered for retail sale in the State of California or has done so in the past.

8 2.4 On June 24, 2009, CEH filed the action entitled *CEH v. LuLu NYC LLC, et al.*,
9 Case No. RG 09-459448, in the Superior Court of California for Alameda County, alleging
10 Proposition 65 violations as to wallets, handbags, purses and clutches. The Court has
11 consolidated the *Lulu* matter with a number of other related Proposition 65 cases.

12 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
13 Court has jurisdiction over the allegations of violations contained in the operative Complaint
14 applicable to Settling Defendants (the “Complaint”) and personal jurisdiction over Settling
15 Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
16 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

17 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
18 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
19 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
20 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
21 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
22 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
23 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
24 this action.

25 **3. INJUNCTIVE RELIEF**

26 3.1 **Specification Compliance Date.** To the extent they it has not already done
27 so, no more than 30 days after the Effective Date, each Settling Defendant shall provide the Lead
28 Limits to its Vendors of Fashion Accessories and shall instruct each Vendor to use reasonable

1 efforts to provide Fashion Accessories that comply with the Lead Limits on a nationwide basis.

2 **3.2 Lead Limits.**

3 On or after the Effective Date, Settling Defendants shall not purchase, import,
4 Manufacture, supply to an unaffiliated third party, sell or offer for sale any Covered Product that
5 will be sold or offered for sale to California consumers that exceeds the following Lead Limits:

6 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per
7 million (“ppm”).

8 3.2.2 Polyvinyl chloride (“PVC”) Accessible Components: 200 ppm.

9 3.2.3 All other Accessible Components (including but not limited to leather and
10 non-PVC imitation leather) other than cubic zirconia (sometimes called cubic zirconium, CZ),
11 crystal, glass or rhinestones: 300 ppm.

12 **3.3 Final Retail Compliance Date.** When one of Settling Defendant’s direct
13 customers sells or offers for sale to a California consumer a Covered Product after the Effective
14 Date that does not meet the Lead Limits, that Settling Defendant is deemed to “sell or offer for
15 sale in California” that Covered Product in violation of this Consent Judgment.

16 **3.4 Action Regarding Specific Products.**

17 3.4.1 On or before the Effective Date, Settling Defendants shall cease selling the
18 Unisa Barinie Flats in Orange, SKU No. 8-83830-83787-5, Item No. 274151 (the “Recall
19 Product”) in California. On or before the Effective Date, Settling Defendants shall also:
20 (i) cease shipping the Recall Product to any of their customers that resell the Recall
21 Product in California, and (ii) send instructions to their customers that resell the Recall
22 Product in California instructing them to cease offering such Recall Product for sale in
23 California.

24 3.4.2 If Settling Defendants have not complied with Section 3.4.1 prior to
25 executing this Consent Judgment, they shall instruct their California stores and/or
26 customers that resell the Recall Product either to (i) return the Recall Product to Settling
27 Defendants for destruction; or (ii) directly destroy the Recall Product;

28

1 3.4.3 Any destruction of Recall Product shall be in compliance with all
2 applicable laws.

3 3.4.4 Within sixty days of the Effective Date, Settling Defendants shall provide
4 CEH with written certification from Settling Defendants confirming compliance with the
5 requirements of this Section 3.4.

6 **4. ENFORCEMENT**

7 4.1 Any Party may, after meeting and conferring, by motion or application for an
8 order to show cause before this Court, enforce the terms and conditions contained in this Consent
9 Judgment. Enforcement of the terms and conditions of Sections 3.2 and 3.3 of this Consent
10 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

11 4.2 Within 30 days after the Effective Date, Settling Defendants shall notify CEH
12 of a means sufficient to allow CEH to identify Covered Products supplied or offered by Settling
13 Defendants on or after that date, for example, a unique brand name or characteristic system of
14 product numbering or labeling. Upon written request by CEH, but no more than once in any
15 calendar year, Settling Defendants shall, within 30 days of receiving a request from CEH, update
16 the information provided to CEH pursuant to this Section 4.2 by notifying CEH of a means
17 sufficient to allow CEH to identify Covered Products currently supplied or offered by that
18 Settling Defendant. If CEH is unable to determine whether a particular product is a Covered
19 Product as to a Settling Defendant based on the information provided to CEH pursuant to this
20 Section 4.2, Settling Defendants shall cooperate in good faith with CEH in determining whether
21 the product at issue is a Covered Product and, if so, the identity of the Settling Defendant
22 responsible for selling the product. Information provided to CEH pursuant to this Section 4.2,
23 including but not limited to the identities of parties to contracts between Settling Defendants and
24 third parties, may be designated by Settling Defendants as competitively sensitive confidential
25 business information, and if so designated shall not be disclosed to any person without the written
26 permission of Settling Defendants. Any motions or pleadings or any other court filings that may
27 reveal information designated as competitively sensitive confidential business information
28

1 pursuant to this Section shall be submitted in accordance with California Rules of Court 8.160
2 and 2.550, *et seq.*

3 4.3 **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 4.3.

5 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on the Settling
6 Defendant alleged to be in violation within 45 days of the date the alleged violation(s) was
7 or were observed, provided, however, that CEH may have up to an additional 45 days to
8 provide the Settling Defendant with the test data required by Section 4.3.2(d) below if it
9 has not yet obtained it from its laboratory.

10 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
11 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
12 (b) the location at which the Covered Product was offered for sale, (c) a description of the
13 Covered Product giving rise to the alleged violation, and of each Accessible Component
14 that is alleged not to comply with the Lead Limits and/or each Accessible Component that
15 is alleged to contain Lead in excess of 300 ppm, including a picture of the Covered
16 Product and all identifying information on tags and labels, and (d) all test data obtained by
17 CEH regarding the Covered Product and related supporting documentation, including all
18 laboratory reports, quality assurance reports and quality control reports associated with
19 testing of the Covered Products. Such Notice of Violation shall be based at least in part
20 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
21 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
22 Notice of Violation, although any such testing may be used as additional support for a
23 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
24 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
25 4.3.2.

26 4.3.3 **Additional Documentation.** CEH shall promptly make available for
27 inspection and/or copying upon request by and at the expense of Settling Defendants, all
28 supporting documentation related to the testing of the Covered Products and associated

1 quality control samples, including chain of custody records, all laboratory logbook entries
2 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
3 from all analytical instruments relating to the testing of Covered Product samples and any
4 and all calibration, quality assurance, and quality control tests performed or relied upon in
5 conjunction with the testing of the Covered Products, obtained by or available to CEH that
6 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
7 any exemplars of Covered Products tested.

8 4.3.4 **Multiple Notices.** If any Settling Defendant has received more than four
9 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
10 fines, costs, penalties, or remedies are provided by law for failure to comply with the
11 Consent Judgment. For purposes of determining the number of Notices of Violation
12 pursuant to this Section 4.3.4, the following shall be excluded:

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

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

17 4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation
18 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), the Settling
19 Defendant alleged to be in violation shall provide written notice to CEH stating whether it elects
20 to contest the allegations contained in the Notice of Violation ("Notice of Election"). Failure to
21 provide a Notice of Election shall be deemed an election to contest the Notice of Violation.

22 4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
23 Election shall include all then-available documentary evidence regarding the alleged
24 violation, including any test data. Within 30 days the parties shall meet and confer to
25 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
26 CEH may file an enforcement motion or application pursuant to Section 4.1. If the
27 Settling Defendant alleged to be in violation withdraws its Notice of Election to contest
28 the Notice of Violation before any motion concerning the violations alleged in the Notice

1 of Violation is filed pursuant to Section 4.1, that Settling Defendant shall make a
2 contribution to the Proposition 65 Fashion Accessory Testing Fund in the amount of
3 \$12,500 and shall comply with all of the non-monetary provisions of Section 4.4.2. If, at
4 any time prior to reaching an agreement or obtaining a decision from the Court, CEH or
5 the Settling Defendant alleged to be in violation acquires additional test or other data
6 regarding the alleged violation, it shall promptly provide all such data or information to
7 the other Party.

8 **4.4.2 Non-Contested Notices.** If the Notice of Violation is not contested, the
9 Settling Defendant alleged to be in violation shall include in its Notice of Election a
10 detailed description of corrective action that it has undertaken or proposes to undertake to
11 address the alleged violation. Any such correction shall, at a minimum, provide
12 reasonable assurance that the Covered Product will no longer be offered by that Settling
13 Defendant or its customers for sale in California. If there is a dispute over the sufficiency
14 of the proposed corrective action or its implementation, CEH shall promptly notify the
15 Settling Defendant alleged to be in violation and the Parties shall meet and confer before
16 seeking the intervention of the Court to resolve the dispute. In addition to the corrective
17 action, the Settling Defendant alleged to be in violation shall make a contribution to the
18 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
19 Section 4.4.3 applies.

20 **4.4.3 Limitations in Non-Contested Matters.**

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

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

25 (i) One thousand seven hundred fifty dollars (\$1750) if the 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 Accessible 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 4.3.2
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. The Settling
6 Defendant alleged to be in violation shall provide copies of such test results
7 and supporting documentation to CEH with its Notice of Election; or

8 (ii) One thousand five hundred dollars (\$1500) if the Settling
9 Defendant is in violation of Section 3.3, provided however, that no
10 contribution is required or payable if that Settling Defendant has already
11 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
12 this subsection. This subsection shall apply only to Covered Products that
13 the Settling Defendant demonstrates were shipped by that Settling
14 Defendant prior to the Effective Date; or

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

19 **5. PAYMENTS**

20 **5.1 Payments by Settling Defendant.** Within twenty (20) days of entry of this
21 Consent Judgment, Settling Defendants shall pay the total sum of \$60,000 as a settlement
22 payment. The total settlement amount for Settling Defendants shall be paid in four separate
23 checks delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero
24 Street, San Francisco, California 94117, and made payable and allocated as follows:

25 5.1.1 Settling Defendants shall pay the sum of \$7,930 as a civil penalty pursuant
26 to Health & Safety Code § 25249.7(b), such money to be apportioned by CEH in accordance with
27 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
28 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the

1 Center For Environmental Health.

2 5.1.2 Settling Defendants shall also pay the sum of \$11,900 as a payment in lieu
3 of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
4 Regulations, Title 11, § 3203(b). CEH will use such funds to continue its work educating and
5 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
6 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
7 funds to award grants to grassroots environmental justice groups working to educate and protect
8 people from exposures to toxic chemicals. The method of selection of such groups can be found
9 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
10 made payable to the Center For Environmental Health.

11 5.1.3 Settling Defendants shall also separately pay to the Lexington Law Group
12 the sum of \$40,170 as reimbursement of a portion of CEH's reasonable attorneys' fees and costs.
13 The attorneys' fees and cost reimbursement check shall be made payable to the Lexington Law
14 Group.

15 **6. MODIFICATION**

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

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

22 **7. CLAIMS COVERED AND RELEASED**

23 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
24 behalf of itself and the public interest and Settling Defendants, and their parents, subsidiaries,
25 affiliated entities that are under common ownership or common control, directors, officers,
26 employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or
27 indirectly distribute or sell Covered Products, including but not limited to distributors,
28 wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees

1 (“Downstream Defendant Releasees”) of any violation of Proposition 65 that was or could have
2 been asserted in the Complaint against Settling Defendants, Defendant Releasees, and
3 Downstream Defendant Releasees, based on failure to warn about alleged exposure to Lead
4 contained in Fashion Accessories that were sold by Settling Defendants prior to the Effective
5 Date.

6 7.2 Compliance with the terms of this Consent Judgment by Settling Defendants
7 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant’s Covered
8 Products.

9 7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an
10 action under Proposition 65 against any person other than a Settling Defendant, Defendant
11 Releasee, or Downstream Defendant Releasee.

12 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
13 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
14 of Settling Defendants under Section 3.3; (b) sells or offers for sale a Covered Product to
15 California consumers that does not comply with the Lead Limits after the Effective Date; and (c)
16 is not sold or offered for sale with compliant Proposition 65 warnings.

17 **8. NOTICE**

18 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
19 notice shall be sent by first class and electronic mail to:

20 Eric S. Somers
21 Lexington Law Group
22 503 Divisadero Street
23 San Francisco, CA 94117
24 esomers@lexlawgroup.com

25 8.2 When Settling Defendants are entitled to receive any notice under this Consent
26 Judgment, the notice shall be sent by first class and electronic mail to:

27 Ann G. Grimaldi
28 Grimaldi Law Offices
50 California Street, Suite 1500
San Francisco, CA 94111
ann.grimaldi@grimaldilawoffices.com

1 8.3 Any Party may modify the person and address to whom the notice is to be sent
2 by sending each other Party notice by first class and electronic mail.

3
4 **9. COURT APPROVAL**

5 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
6 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
7 shall support entry of this Consent Judgment.

8 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
9 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
10 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

11 **10. ATTORNEYS' FEES**

12 10.1 Should CEH prevail on any motion, application for an order to show cause or
13 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
14 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
15 Settling Defendants prevail on any motion application for an order to show cause or other
16 proceeding, Settling Defendants may be awarded their reasonable attorneys' fees and costs as a
17 result of such motion or application upon a finding by the Court that CEH's prosecution of the
18 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
19 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
20 1986, Code of Civil Procedure §§ 2016, *et seq.*

21 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
22 its own attorneys' fees and costs.

23 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
24 sanctions pursuant to law.

25 **11. TERMINATION**

26 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendants
27 at any time after September 1, 2020, upon the provision of 30 days advanced written notice; such
28 termination shall be effective upon the subsequent filing of a notice of termination with Superior

1 Court of Alameda County.

2 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
3 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
4 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and
5 provided further that if Settling Defendants are the terminating Parties, the provisions of Sections
6 5, 7.1 and 12.1 shall survive any termination.

7 **12. OTHER TERMS**

8 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
9 of California.

10 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
11 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
12 assigns of any of them.

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

25 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
26 that any Settling Defendant might have against any other party, whether or not that party is a
27 Settling Defendant.

28 12.5 This Court shall retain jurisdiction of this matter to implement or modify the

1 Consent Judgment.

2 12.6 The stipulations to this Consent Judgment may be executed in counterparts
3 and by means of facsimile or portable document format (pdf), which taken together shall be
4 deemed to constitute one document.

5 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
6 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
7 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
8 Party.

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

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19 **IT IS SO ORDERED:**

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21 Dated: _____, 2014

Judge of the Superior Court

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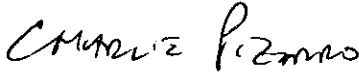
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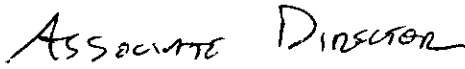
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

**MARC FISHER HOLDINGS LLC, MARC FISHER LLC,
MB FISHER LLC, FISHER SIGERSON MORRISON LLC,
MARC FISHER JR BRAND LLC, UNISA FISHER LLC,
MBF LICENSING LLC, MBF HOLDINGS LLC,
FISHER DESIGN LLC AND UNISA FISHER WHOLESALE LLC**

Signature

Printed Name

Title

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

**MARC FISHER HOLDINGS LLC, MARC FISHER LLC,
MB FISHER LLC, FISHER SIGERSON MORRISON LLC,
MARC FISHER JR BRAND LLC, UNISA FISHER LLC,
MBF LICENSING LLC, MBF HOLDINGS LLC,
FISHER DESIGN LLC AND UNISA FISHER WHOLESALE LLC**

Alain Ceranis

Signature

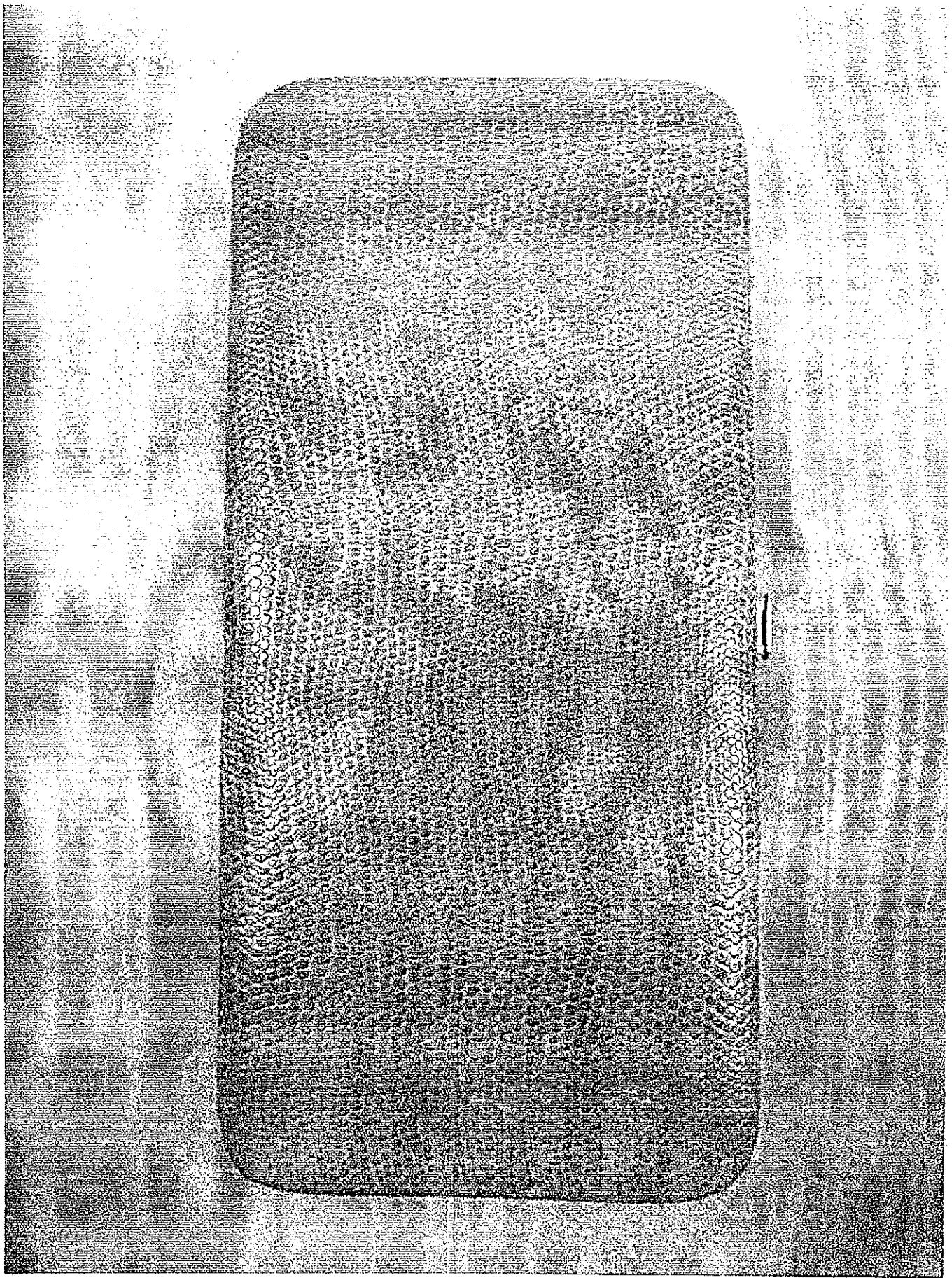
Alain Ceranis

Printed Name

COO.

Title

Exhibit A



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



925-828-1440
www.TheNFL.com

Analytical Report

August 03, 2011

Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

Sample(s) were received in good condition unless 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