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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 15-765590
)	
Plaintiff,)	[PROPOSED] CONSENT
)	JUDGMENT AS TO THE CATO
v.)	CORPORATION
)	
CHARMING CHARLIE LLC, <i>et al.</i> ,)	
)	
Defendants.)	
)	

1. DEFINITIONS

- 1.1 “Covered Products” means footwear, wallets, handbags, purses, and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendant.
- 1.2 “Effective Date” means the date on which this Consent Judgment is entered by the Court.
- 1.3 “Lead Limits” means the maximum concentrations of lead and lead compounds (“Lead”) by weight specified in Section 3.2.
- 1.4 “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 Cato Corporation (“Settling Defendant”).

12 2.2 On October 31, 2014, CEH served 60-Day Notices of Violation under
13 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
14 & Safety Code §§ 25249.5, *et seq.*) (the “Notices”) to Settling Defendant, the California Attorney
15 General, the District Attorneys of every County in the State of California, and the City Attorneys
16 for every City in the State of California with a population greater than 750,000. The Notices
17 allege that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in
18 footwear, wallets, handbags, purses and clutches without first providing a clear and reasonable
19 Proposition 65 warning.

20 2.3 On April 8, 2015, CEH filed the action *Center for Environmental Health v.*
21 *Charming Charlie LLC, et al.*, Case No. RG 15-765590, in the Superior Court of California for
22 Alameda County, naming Settling Defendant as a defendant.

23 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
24 Products in the State of California 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.

2 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
3 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
4 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
5 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
6 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
7 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
8 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
9 this action.

10 **3. INJUNCTIVE RELIEF**

11 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
12 more than thirty (30) days after the Effective Date, Settling Defendant shall, if at such time
13 Settling Defendant has not permanently ceased sales of Covered Products in California, provide
14 the Lead Limits to its Vendors of Covered Products and shall request each Vendor to use
15 reasonable efforts to provide Covered Products that comply with the Lead Limits on a nationwide
16 basis.

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

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

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

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

25 3.3 **Action Regarding Specific Products.**

26 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in
27 California the following products to the extent such products exceed the Lead Limits set
28 forth in Section 3.2 above: (i) the Cato Crystal Stretch Thong Sandals in Pureed Pumpkin,

1 SKU No. 29782190, Style No. 29781671; (ii) the Cato Cross Strap Platform Wedges in
2 Emberglow, SKU No. 28801678, Style No. 28800670; (iii) the Cato Accessories Trifold
3 Wallet & Coin Purse in Pureed Pumpkin, SKU No. 30320105, Style No. 28360261, Item
4 No. 6919600 PLN; (iv) the Cato Chain Strap Crossbody Handbag in Cognac, SKU No.
5 33300211, Style No. 33299900; (v) the Cato Tassel Zipper Wristlet in Cognac, SKU No.
6 29867322, Style No. 29866928; and (vi) the Cato Embellished Sling Back Sandals in
7 Orange, SKU No. 34668749, Style No. 34667261 (the “Unreformulated Section 3.3
8 Products”). On or before the Effective Date, Settling Defendant shall also: (i) cease
9 shipping the Unreformulated Section 3.3 Products to any of its stores and/or customers
10 that resell the Unreformulated Section 3.3 Products in California, and (ii) send instructions
11 to its stores and/or customers that resell the Unreformulated Section 3.3 Products in
12 California instructing them either to: (a) return all of the Unreformulated Section 3.3
13 Products to Settling Defendant for destruction; or (b) directly destroy the Unreformulated
14 Section 3.3 Products.

15 3.3.2 Any destruction of the Unreformulated Section 3.3 Products shall be in
16 compliance with all applicable laws.

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

20 3.4 **Interim Warning Option.** Notwithstanding anything to the contrary in
21 Section 3.2 above, a Covered Product purchased, imported or manufactured by Settling
22 Defendant prior to March 30, 2016 may, as an alternative to meeting the Lead Limits, be sold or
23 offered for sale to California consumers so long as such Covered Product is accompanied by a
24 Clear and Reasonable Warning that complies with the provisions of Section 3.4.1. A Clear and
25 Reasonable Warning may only be provided for a Covered Product if Settling Defendant
26 reasonably believes the Covered Product does not meet the Lead Limits. During the period for
27 which any warnings are implemented, Settling Defendant shall utilize good faith efforts to
28 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 Any Party may, after meeting and conferring, by motion or application for an
21 order to show cause before this Court, enforce the terms and conditions contained in this Consent
22 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
23 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

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

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

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

6 **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a
7 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was
8 observed, (b) the location at which the Covered Product was offered for sale, (c) a
9 description of the Covered Product giving rise to the alleged violation, and of each
10 material or component that is alleged not to comply with the Lead Limits, including a
11 picture of the Covered Product and all identifying information on tags and labels, and (d)
12 all test data obtained by CEH regarding the Covered Product and related supporting
13 documentation, including all laboratory reports, quality assurance reports and quality
14 control reports associated with testing of the Covered Products. Such Notice of Violation
15 shall be based at least in part upon total acid digest testing performed by an independent
16 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
17 themselves sufficient to support a Notice of Violation, although any such testing may be
18 used as additional support for a Notice. The Parties agree that the sample Notice of
19 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of
20 subsections (c) and (d) of 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
24 quality control samples, including chain of custody records, all laboratory logbook entries
25 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
26 from all analytical instruments relating to the testing of Covered Product samples and any
27 and all calibration, quality assurance, and quality control tests performed or relied upon in
28 conjunction with the testing of the Covered Products, obtained by or available to CEH that

1 pertains to the Covered Product’s alleged noncompliance with Section 3 and, if available,
2 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 thirty (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 thirty (30) days the parties shall meet and confer
22 to 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 \$40,000 as a settlement payment. The total
15 settlement amount for Settling Defendant shall be paid in four separate checks made payable and
16 allocated as follows:

17 5.1.1 Settling Defendant shall pay the sum of \$5,250 as a civil penalty pursuant
18 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
19 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
20 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the
21 OEHHA portion of the civil penalty payment in the amount of \$3,937.50 shall be made payable
22 to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall
23 be delivered as follows:

24 For United States Postal Service Delivery:

25 Attn: Mike Gyurics
26 Fiscal Operations Branch Chief
27 Office of Environmental Health Hazard Assessment
28 P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

1 For Non-United States Postal Service Delivery:

2 Attn: Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

5 The CEH portion of the civil penalty payment in the amount of \$1,312.50 shall be made
6 payable to the Center for Environmental Health and associated with taxpayer identification
7 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
8 Street, San Francisco, CA 94117.

9 5.2 Settling Defendant shall pay the sum of \$7,900 as a payment in lieu of civil
10 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
11 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
12 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
13 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
14 funds to award grants to grassroots environmental justice groups working to educate and protect
15 people from exposures to toxic chemicals. The method of selection of such groups can be found
16 at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
17 made payable to the Center for Environmental Health and associated with taxpayer identification
18 number 94-3251981.

19 5.2.1 Settling Defendant shall also separately pay the sum of \$26,850 to the
20 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
21 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
22 Law Group and associated with taxpayer identification number 94-3317175. This payment shall
23 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

24 **6. MODIFICATION**

25 6.1 **Written Consent.** This Consent Judgment may be modified from time to
26 time by express written agreement of the Parties with the approval of the Court, or by an order of
27 this Court upon motion and in accordance with law.

28 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall

1 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
2 modify the Consent Judgment.

3 **7. CLAIMS COVERED AND RELEASED**

4 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
5 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
6 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
7 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
8 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
9 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
10 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
11 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
12 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
13 Defendant prior to the Effective Date.

14 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
15 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
16 Settling Defendant.

17 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
18 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices
19 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

20 **8. NOTICE**

21 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
22 notice shall be sent by first class and electronic mail to:

23 Eric S. Somers
24 Lexington Law Group
25 503 Divisadero Street
26 San Francisco, CA 94117
27 esomers@lexlawgroup.com

28 8.2 When Settling Defendant is entitled to receive any notice under this Consent
Judgment, the notice shall be sent by first class and electronic mail to:

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Joshua A. Bloom
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607
jbloom@meyersnave.com

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

9. COURT APPROVAL

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 year after the Motion for Approval is filed with the Court, it shall be of no force or effect and shall never be introduced into evidence or otherwise used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. ATTORNEYS' FEES

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

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

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

1 **11. TERMINATION**

2 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
3 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such
4 termination shall be effective upon the subsequent filing of a notice of termination with Superior
5 Court of Alameda County.

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; provided, however that if CEH is the
8 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
9 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
10 shall survive any termination.

11 **12. OTHER TERMS**

12 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
13 of California.

14 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
15 Defendant, and the successors or assigns of any of them.

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

28 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights

1 that Settling Defendant might have against any other party, whether or not that party is a Settling
2 Defendant.

3 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
4 Consent Judgment.

5 12.6 The stipulations to this Consent Judgment may be executed in counterparts
6 and by means of facsimile or portable document format (pdf), which taken together shall be
7 deemed to constitute one document.

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

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

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22 **IT IS SO ORDERED:**

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25 Dated: _____
26 _____
27 Judge of the Superior Court
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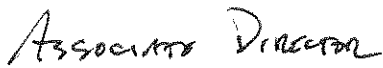
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

THE CATO CORPORATION

Signature

Printed Name

Title

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

THE CATO CORPORATION



Signature

John R. Howes

Printed Name

EVP - CFO

Title

Exhibit A



Handwritten text, possibly a list or index, oriented vertically. The characters are difficult to decipher due to the image quality and orientation.

Handwritten text, possibly a list or index, oriented vertically. The characters are difficult to decipher due to the image quality and orientation.

Handwritten text, possibly a list or index, oriented vertically. The characters are difficult to decipher due to the image quality and orientation.

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