



1           1.5           “Manufactured” and “Manufactures” means to manufacture, produce, or  
2 assemble.

3           1.6           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
4 with or without a suspension of finely divided coloring matter, which changes to a solid film  
5 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
6 This term does not include printing inks or those materials which actually become a part of the  
7 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
8 the substrate, such as by electroplating or ceramic glazing.

9           1.7           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
10 supplies a Covered Product to Settling Defendant.

## 11 **2. INTRODUCTION**

12           2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
13 Environmental Health (“CEH”) and Defendant ASOS.com Limited (“Settling Defendant” or  
14 “Defendant”).

15           2.2           On May 28, 2015 and June 19, 2015, CEH served 60-Day Notices of Violation  
16 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California  
17 Health & Safety Code §§ 25249.5, *et seq.*) (the “Notices”) to Settling Defendant, the California  
18 Attorney General, the District Attorneys of every County in the State of California, and the City  
19 Attorneys for every City in the State of California with a population greater than 750,000. The  
20 Notices allege that Settling Defendant violated Proposition 65 by exposing persons to Lead  
21 contained in belts, footwear, and clothing without first providing clear and reasonable Proposition  
22 65 warnings.

23           2.3           On October 9, 2015, 2015, CEH filed the action *Center for Environmental*  
24 *Health v. Free People of PA LLC, et al.*, Case No. RG 15-789111, in the Superior Court of  
25 California for Alameda County, naming Settling Defendant as a defendant in that action.

26           2.4           On July 18, 2016, the Court entered the Consent Judgment between CEH and  
27 Settling Defendant.

28

1           2.5           In early 2020, the Parties began discussing an amendment to the original  
2 Consent Judgment that would add a warning provision in connection with the sale of Covered  
3 Products. This Consent Judgment is the product of those discussions.

4           2.6           Settling Defendant is a UK based global online retailer of clothing and  
5 accessories. Settling Defendant manufactures, distributes and/or offers for sale Covered Products  
6 in the State of California or has done so in the past.

7           2.7           For purposes of this Consent Judgment only, the Parties stipulate that this  
8 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
9 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
10 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
11 and that this Court has jurisdiction to enter this Consent Judgment.

12           2.8           Nothing in this Consent Judgment is or shall be construed as an admission by  
13 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
14 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
15 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
16 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
17 other legal proceeding. This Consent Judgment is the product of negotiation and mutual  
18 compromise and is accepted by the Parties for purposes of settling, compromising and resolving  
19 issues disputed in this action.

20 **3.       INJUNCTIVE RELIEF**

21           3.1           **Specification Compliance Date.** To the extent it has not already done so, no  
22 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead  
23 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable  
24 efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

25           3.2           **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall  
26 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale  
27 any Covered Product that will be sold or offered for sale to California consumers that contains a  
28 material or is made of a component that exceeds the following Lead Limits:

1 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

2 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

3 3.2.3 All other materials or components other than cubic zirconia (sometimes  
4 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

5 For purposes of this Section 3.2, when Settling Defendant’s authorized customer  
6 sells or offers for sale to California consumers a Covered Product after the Effective Date,  
7 Settling Defendant is deemed to have “offered for sale to California consumers” that Covered  
8 Product.

9 **3.3 Action Regarding Specific Products.**

10 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in  
11 California the following products: (i) the ASOS 2-Pack Super Skinny Vintage Look Waist  
12 & Hip Belts in Black & Tan, SKU No. 03260693, Item Nos. 14323 & 14322A; (ii) the  
13 ASOS Frankie Flat Sandals in Tan, SKU No. 3190340; (iii) the ASOS Pencil Skirt in  
14 Leather Look in Tan, SKU No. 3100057, Item No. U60584369; and (iv) and (iv) ASOS  
15 Zip Top with Side Zip Detail Backpack in Tan, Product Code No. 3576121, SKU No.  
16 U78946776 (the “Section 3.3 Products”). On or before the Effective Date, Settling  
17 Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or  
18 customers that resell the Section 3.3 Products in California, and (ii) send instructions to its  
19 stores and/or customers that resell the Section 3.3 Products in California instructing them  
20 either to: (a) return all of the Section 3.3 Products to Settling Defendant for destruction; or  
21 (b) directly destroy the Section 3.3 Products. Settling Defendant has represented that it is  
22 already compliant with the provisions of clause 3.3.1 herein.

23 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all  
24 applicable laws.

25 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall  
26 provide CEH with written certification from Settling Defendant confirming compliance  
27 with the requirements of this Section 3.3.  
28

1           3.4           **Warning Option.** Notwithstanding anything to the contrary in Section 3.2  
2 above, any Covered Product purchased, imported or Manufactured by Settling Defendant may, as  
3 an alternative to meeting the Lead Limits, be sold or offered for sale to California consumers so  
4 long as such Covered Product is accompanied by a Clear and Reasonable Warning that complies  
5 with the provisions of Section 3.4.1. A Clear and Reasonable Warning may only be provided for  
6 a Covered Product if Settling Defendant reasonably believes the Covered Product does not meet  
7 the Lead Limits. To minimize the extent to which warnings are required, Settling Defendant shall  
8 utilize good faith efforts to require its suppliers either to test Covered Products for Lead content  
9 or to participate in chemical certification programs that address the Lead content of the Covered  
10 Products.

11                   3.4.1   **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
12 Consent Judgment shall state:

13                   **WARNING:** This product can expose you to [chemicals including, *other listed*  
14 *substance* and] lead, which is [are] known to the State of California to cause  
15 [cancer and] birth defects or other reproductive harm. For more information go to  
16 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

17           The bracketed portion of the warning is optional for Settling Defendant. The word  
18 “WARNING” shall be displayed in all capital letters and bold print. Defendant shall use the  
19 bracketed language when it believes a Lead exposure may occur over the pertinent No Significant  
20 Risk Level for Lead. These statements shall be prominently displayed on the Covered Product,  
21 on the packaging of the Covered Product, or on a webpage prior to purchase provided that the  
22 statement is displayed with such conspicuousness, as compared with other words, statements or  
23 designs as to render it likely to be read and understood by an ordinary individual prior to sale.  
24 For internet, catalog or any other sale where the consumer is not physically present, the warning  
25 statement shall be displayed in such a manner that it is likely to be read and understood by an  
26 ordinary individual prior to the authorization of or actual payment. For internet sales, the warning  
27 statement shall be displayed before a consumer commits to purchasing the Covered Product by  
28 providing either the warning or a clearly marked hyperlink using the word “WARNING” on the

1 product display page. For purposes of this section, the warning language is not prominently  
2 displayed if the customer must search for the warning language in the general content of Settling  
3 Defendant's website or if a reasonable consumer cannot determine the specific Covered Product  
4 to which the warning applies.

#### 5 **4. ENFORCEMENT**

6 4.1 Any Party may, after meeting and conferring, by motion or application for an  
7 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
8 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
9 shall be brought exclusively pursuant to Sections 4.2 through 4.3. Only a Party may enforce this  
10 Consent Judgment.

11 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
12 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

13 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
14 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
15 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling  
16 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it  
17 from an independent laboratory; and (ii) CEH may serve a Notice of Violation to a  
18 supplier of a Covered Product so long as: (a) the identity of the supplier cannot be  
19 discerned from the labeling of the Covered Product; and (b) the Notice of Violation to the  
20 supplier is served within 45 days of the date the supplier is identified by CEH.

21 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a  
22 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was  
23 observed, (b) the location at which the Covered Product was offered for sale, (c) a  
24 description of the Covered Product giving rise to the alleged violation, and of each  
25 material or component that is alleged not to comply with the Lead Limits, including a  
26 picture of the Covered Product and all identifying information on tags and labels, and (d)  
27 all test data obtained by CEH regarding the Covered Product and related supporting  
28 documentation, including all laboratory reports, quality assurance reports and quality

1 control reports associated with testing of the Covered Products. Such Notice of Violation  
2 shall be based at least in part upon total acid digest testing performed by an independent  
3 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
4 themselves sufficient to support a Notice of Violation, although any such testing may be  
5 used as additional support for a Notice. The Parties agree that the sample Notice of  
6 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of  
7 subsections (c) and (d) of this Section 4.2.2.

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

18 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four  
19 uncontested Notices of Violation in any 12-month period, at CEH's option, CEH may  
20 seek whatever fines, costs, penalties, or remedies are provided by law for failure to  
21 comply with the Consent Judgment, including but not limited to an order by the Court  
22 requiring Settling Defendant to implement corrective action to remedy any violations of  
23 this Consent Judgment. In the event CEH proves a violation of Section 3.2 in an  
24 enforcement proceeding, the Court in its discretion may order that Settling Defendant  
25 cease selling any affected Covered Products in California without a clear and reasonable  
26 warning pursuant to Proposition 65. In any enforcement proceeding regarding this  
27 Consent Judgment, Settling Defendant may assert any and all defenses that are available.  
28 For purposes of determining the number of Notices of Violation pursuant to this Section

1 4.2.4, the following shall be excluded:

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

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

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

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

26 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,  
27 Settling Defendant shall include in its Notice of Election a detailed description of  
28 corrective action that it has undertaken or proposes to undertake to address the alleged



1 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
2 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
3 in California without a Clear and Reasonable Warning pursuant to Section 3.4. If there is  
4 a dispute over the sufficiency of the proposed corrective action or its implementation,  
5 CEH shall promptly notify Settling Defendant and may seek relief from the Court  
6 immediately. In addition to the corrective action, Settling Defendant shall make a  
7 contribution to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one  
8 of the provisions of Section 4.3.3 applies. Nothing in Sections 4.3.2 or 4.3.3 (addressing  
9 non-contested violations) shall impact the Court's authority in an enforcement proceeding  
10 to impose appropriate remedies for any contested Notices of Violation.

11 **4.3.3 Limitations in Non-Contested Matters.**

12 (a) If it elects not to contest a Notice of Violation before any motion  
13 concerning the violation(s) at issue has been filed, any potential monetary liability of  
14 Settling Defendant shall be limited to the contributions required by Section 4.3.2 or this  
15 Section 4.3.3, as applicable.

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

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

21 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
22 Defendant, prior to receiving and accepting for distribution or sale the  
23 Covered Product identified in the Notice of Violation, obtained test results  
24 demonstrating that all of the materials or components in the Covered  
25 Product identified in the Notice of Violation complied with the applicable  
26 Lead Limits, and further provided that such test results meet the same  
27 quality criteria to support a Notice of Violation as set forth in Section 4.2.2  
28 and that the testing was performed within two years prior to the date of the

1 sales transaction on which the Notice of Violation is based. Settling  
2 Defendant shall provide copies of such test results and supporting  
3 documentation to CEH with its Notice of Election; or

4 (ii) One thousand five hundred dollars (\$1,500) if Settling  
5 Defendant is in violation of Section 3.2 only insofar as that Section deems  
6 Settling Defendant to have “offered for sale to California consumers” a  
7 product sold at retail by Settling Defendant’s customer, provided however,  
8 that no contribution is required or payable if Settling Defendant has already  
9 been required to pay a total of ten thousand dollars (\$10,000) pursuant to  
10 this subsection. This subsection shall apply only to Covered Products that  
11 Settling Defendant demonstrates were shipped prior to the Effective Date;  
12 or

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

17 **5. PAYMENTS**

18 **5.1 Payments by Settling Defendant.** In addition to the monetary amounts  
19 previously paid pursuant to the original Consent Judgment, within ten (10) calendar days of the  
20 Effective Date, Settling Defendant shall pay the total sum of \$55,000 in full, final and equitable  
21 settlement of the allegations in the 60-day Notices of Violation and Complaint against Settling  
22 Defendant. The total settlement amount for Settling Defendant shall be paid in four separate  
23 checks made payable and allocated as follows:

24 5.1.1 Settling Defendant shall pay the sum of \$18,400 as a civil penalty pursuant  
25 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
26 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
27 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the  
28 OEHHA portion of the civil penalty payment in the amount of \$13,800 shall be made payable to

1 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
2 delivered as follows:

3 For United States Postal Service Delivery:

4 Attn: Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 P.O. Box 4010, MS #19B  
8 Sacramento, CA 95812-4010

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics  
11 Fiscal Operations Branch Chief  
12 Office of Environmental Health Hazard Assessment  
13 1001 I Street, MS #19B  
14 Sacramento, CA 95814

15 The CEH portion of the civil penalty payment in the amount of \$4,600 shall be made  
16 payable to the Center for Environmental Health and associated with taxpayer identification  
17 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
18 Street, San Francisco, CA 94117.

19 5.1.2 Settling Defendant shall pay the sum of \$13,800 as an Additional  
20 Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and  
21 California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s  
22 Toxics and Youth Fund and use them to support CEH programs and activities that seek to educate  
23 the public about Lead and other toxic chemicals in consumer products that are marketed to youth,  
24 expand its use of social media to communicate with youth in California about the risks of  
25 exposures to Lead and other toxic chemicals in the products they use and about ways to reduce  
26 those exposures, work with industries that market products to youth to reduce exposure to Lead  
27 and other toxic chemicals, and thereby reduce the public health impacts and risks of exposure to  
28 Lead and other toxic chemicals in consumer products that are marketed to youth in California.  
CEH shall obtain and maintain adequate records to document that ASP funds are spent on these  
activities and CEH agrees to provide such documentation to the Attorney General within thirty  
(30) days of any request from the Attorney General. The payment pursuant to this Section shall  
be made payable to the Center for Environmental Health and associated with taxpayer

1 identification number 94-3251981. This payment shall be delivered to Lexington Law Group,  
2 503 Divisadero Street, San Francisco, CA 94117.

3 5.1.3 Settling Defendant shall also separately pay the sum of \$22,800 to the  
4 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
5 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
6 Law Group and associated with taxpayer identification number 94-3317175. This payment shall  
7 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## 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 This Consent Judgment is a full, final and binding resolution between CEH on  
17 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,  
18 affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
19 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell  
20 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
21 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")  
22 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
23 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
24 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
25 Defendant prior to the Effective Date.

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

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                               Howard Hirsch  
8                               Lexington Law Group  
9                               503 Divisadero Street  
10                              San Francisco, CA 94117  
11                              hhirsch@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                              Will Wagner  
15                              Greenberg Traurig LLP  
16                              1201 K Street, Suite 1100  
17                              Sacramento, CA 95814  
18                              wagnerw@gtlaw.com

19           8.3           Any Party may modify the person and address to whom the notice is to be sent  
20 by sending each other Party notice by first class and electronic mail.

21 **9.     COURT APPROVAL**

22           9.1           This Consent Judgment shall become effective upon entry by the Court. CEH  
23 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant  
24 shall support entry of this Consent Judgment.

25           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
26 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
27 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

28 **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

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

7 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
8 its own attorneys' fees and costs.

9 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
10 sanctions pursuant to law.

## 11 **11. TERMINATION**

12 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant  
13 at any time after January 1, 2025, upon the provision of 30 days advanced written notice; such  
14 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
15 Court of Alameda County.

16 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall  
17 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
18 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
19 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
20 shall survive any termination.

## 21 **12. OTHER TERMS**

22 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
23 of California.

24 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
25 Defendant, and the successors or assigns of any of them.

26 12.3 This Consent Judgment contains the sole and entire agreement and  
27 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
28 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby

1 merged herein and therein. There are no warranties, representations, or other agreements between  
2 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
3 implied, other than those specifically referred to in this Consent Judgment have been made by any  
4 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
5 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
6 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
7 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
8 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
9 whether or not similar, nor shall such waiver constitute a continuing waiver.

10 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights  
11 that Settling Defendant might have against any other party, whether or not that party is a Settling  
12 Defendant.

13 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
14 Consent Judgment.

15 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
16 and by means of facsimile or portable document format (pdf), which taken together shall be  
17 deemed to constitute one document.

18 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
19 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
20 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
21 Party.

22 12.8 The Parties, including their counsel, have participated in the preparation of  
23 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
24 This Consent Judgment was subject to revision and modification by the Parties and has been  
25 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
26 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
27 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
28 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to

1 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
2 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **IT IS SO ORDERED:**

4  
5

6 Dated: \_\_\_\_\_ Judge of the Superior Court \_\_\_\_\_  
7

8 **IT IS SO STIPULATED:**

9

10 **CENTER FOR ENVIRONMENTAL HEALTH**

11   
12 \_\_\_\_\_

13 Signature

14 Michael Green  
15 \_\_\_\_\_

16 Printed Name

17 CEO  
18 \_\_\_\_\_

19 Title

20 **ASOS.COM LIMITED**

21  
22

23 \_\_\_\_\_  
Signature

24  
25

26 \_\_\_\_\_  
Printed Name

27  
28

\_\_\_\_\_ Title



1 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
2 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **IT IS SO ORDERED:**

4  
5

6 Dated: \_\_\_\_\_  
7 \_\_\_\_\_  
8 Judge of the Superior Court

9  
10 **IT IS SO STIPULATED:**

11

12 **CENTER FOR ENVIRONMENTAL HEALTH**

13

14 \_\_\_\_\_  
15 Signature

16

17 \_\_\_\_\_  
18 Printed Name


19

20 \_\_\_\_\_  
21 Title

22

23 **ASOS.COM LIMITED**

24

25   
26 \_\_\_\_\_  
27 Signature

28

29 \_\_\_\_\_  
30 Stefan Pesticcio

31

32 \_\_\_\_\_  
33 Printed Name  
34 ASOS Executive Retail Director - MW  
35 \_\_\_\_\_  
36 Title

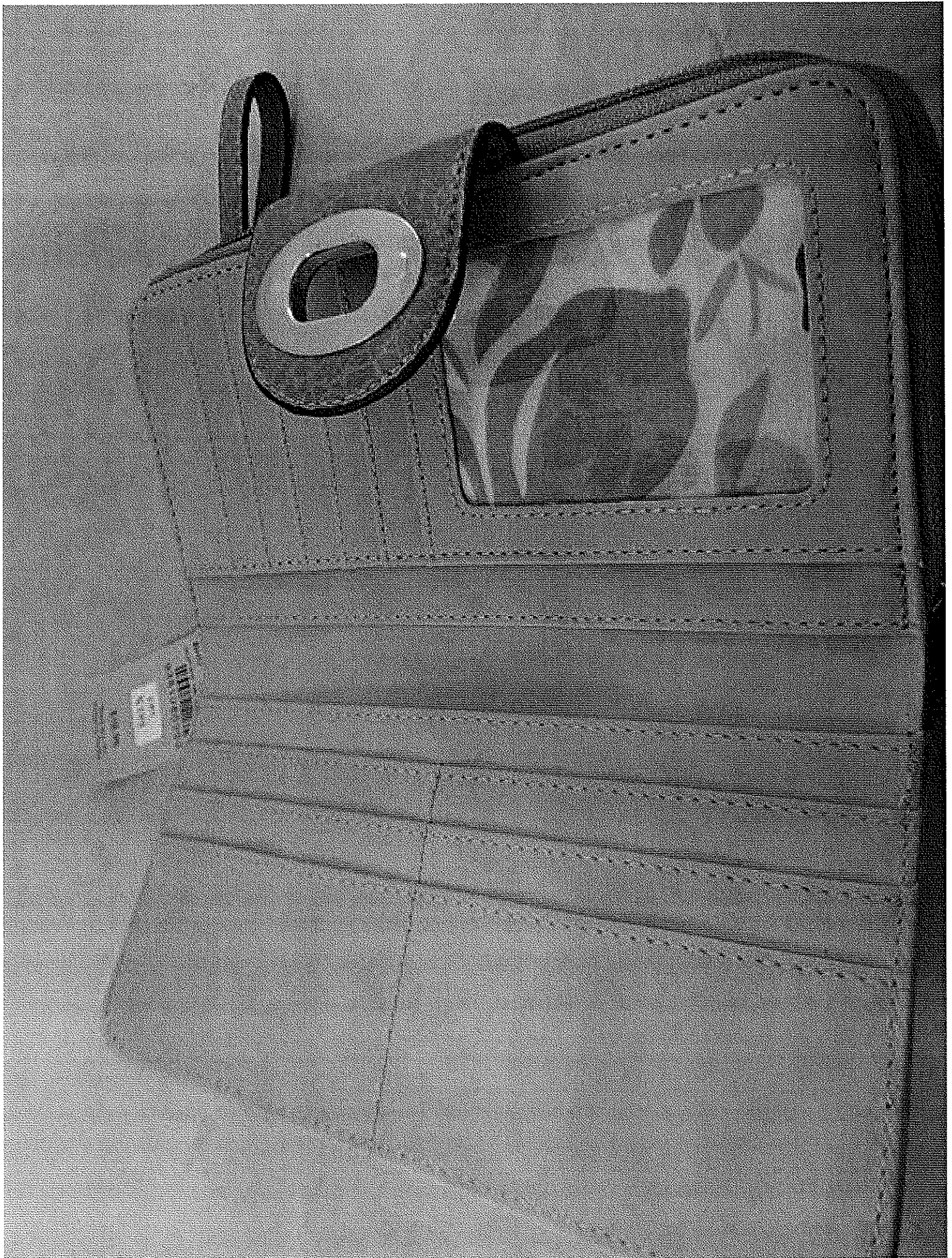
37

# **Exhibit A**



072010 91 700  
S0438W  
BHU  
MADE IN THE USA  
9381060000  
F71  
5243

310



50769 072018 61 700  
S0438W  
BHU

BLUISH

WALLET WITH TOWN LOGO



9381060000

FAT  
5243

\$19.95

Thank you for  
shopping [REDACTED]



Lead			
Lab #:	281148	Location:	Lead in Fashion Accessories
Client:	Center for Environmental Health	Prep:	EPA 3050B
Project#:	FASHION ACCESSORIES	Analysis:	EPA 6020
Analyte:	Lead	Diln Fac:	100.0
Field ID:	FAT5243-BLUSH ZIP WALLET	Batch#:	240126
Lab ID:	281148-001	Sampled:	09/14/16
Matrix:	Miscell.	Received:	09/15/16
Units:	mg/Kg	Prepared:	10/13/16
Basis:	as received	Analyzed:	10/20/16

Result	RL
1,800	220



Batch QC Report

Lead			
Lab #:	281148	Location:	Lead in Fashion Accessories
Client:	Center for Environmental Health	Prep:	EPA 3050B
Project#:	FASHION ACCESSORIES	Analysis:	EPA 6020
Analyte:	Lead	Diln Fac:	100.0
Type:	BLANK	Batch#:	240126
Lab ID:	QC855565	Prepared:	10/13/16
Matrix:	Miscell.	Analyzed:	10/20/16
Units:	mg/Kg		

Result	RL
ND	0.52



Batch QC Report

**Lead**

Lab #:	281148	Location:	Lead in Fashion Accessories
Client:	Center for Environmental Health	Prep:	EPA 3050B
Project#:	FASHION ACCESSORIES	Analysis:	EPA 6020
Analyte:	Lead	Batch#:	240126
Matrix:	Miscell.	Prepared:	10/13/16
Units:	mg/Kg	Analyzed:	10/20/16
Diln Fac:	25.00		

Type	Lab ID	Spiked	Result	%REC	Limits	RPD	Lim
BS	QC855566	26.82	30.31	113	80-125		
BSD	QC855567	25.16	29.33	117	80-125	3	20

RPD= Relative Percent Difference