

1 1.6 “Handbags” means Covered Products that are wallets, handbags, purses, and
2 clutches.

3 1.7 “Lead Limits” means the maximum concentrations of lead and lead
4 compounds (“Lead”) by weight specified in Section 3.2.

5 1.8 “Manufactured” and “Manufactures” means to manufacture, produce, or
6 assemble.

7 1.9 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
8 with or without a suspension of finely divided coloring matter, which changes to a solid film
9 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
10 This term does not include printing inks or those materials which actually become a part of the
11 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
12 the substrate, such as by electroplating or ceramic glazing.

13 1.10 “Vendor” means a person or entity that Manufactures, imports, distributes, or
14 supplies a Covered Product to Settling Defendant.

15 **2. INTRODUCTION**

16 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
17 Environmental Health (“CEH”) and Arcadia Group (USA) Ltd. doing business as Topshop
18 (“Settling Defendant”).

19 2.2 More than 60 days prior to naming Arcadia Group (USA) Ltd. in this action,
20 CEH served a 60-Day Notice of Violation under Proposition 65 (The Safe Drinking Water and
21 Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*) alleging
22 that Arcadia Group (USA) Ltd. violated Proposition 65 by exposing persons to Lead contained in
23 wallets, handbags, purses and clutches without first providing a clear and reasonable Proposition
24 65 warning.

25 2.3 On October 9, 2015, CEH filed the action *Center for Environmental Health v.*
26 *Free People of PA, LLC, et al.*, Case No. RG15-789111 (“the Complaint”), in the Superior Court
27 of California for Alameda County, naming Settling Defendant as a defendant in that action.
28

1 2.4 Settling Defendant manufactures, distributes and/or offers for sale Covered
2 Products in the State of California or has done so in the past.

3 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
4 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
5 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in
6 the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

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

15 **3. INJUNCTIVE RELIEF**

16 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
17 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead
18 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable
19 efforts to supply Covered Products to Settling Defendant that comply with the Lead Limits on a
20 nationwide basis.

21 3.2 **Lead Limits.**

22 3.2.1 **Handbags.** Commencing on the Effective Date, Settling Defendant shall
23 not purchase, import, Manufacture, or sell or offer for sale any Handbag that contains a
24 material or is made of a component that exceeds the following Lead Limits:

- 25 (a) Paint or other Surface Coatings on Accessible Components: 90
26 parts per million (“ppm”).
27 (b) Polyvinyl chloride (“PVC”) in Accessible Components: 200 ppm.

28

1 (c) All other Accessible Components made of materials or components
2 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or
3 rhinestones: 300 ppm.

4 For purposes of this Section 3.2.1, when Settling Defendant's authorized reseller sells or
5 offers for sale to California consumers a Handbag after the Effective Date, Settling
6 Defendant is deemed to have "offered for sale" that Handbag.

7 **3.2.2 Belts and Footwear.** Commencing on September 1, 2016, Settling
8 Defendant shall not purchase, import, Manufacture, or sell or offer for sale any Footwear
9 or Belt that contains a material or is made of a component that exceeds the following Lead
10 Limits:

11 (a) Paint or other Surface Coatings on Accessible Components: 90
12 ppm.

13 (b) PVC in Accessible Components: 200 ppm.

14 (c) All other Accessible Components made of materials or components
15 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or
16 rhinestones: 300 ppm.

17 For purposes of this Section 3.2.2, when Settling Defendant's authorized reseller sells or
18 offers for sale to California consumers any Footwear or Belt after September 1, 2016,
19 Settling Defendant is deemed to have "offered for sale" that Footwear or Belt.

20 **3.3 Action Regarding Specific Products.**

21 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in
22 California the Topshop Pin Stud Crossbody Handbag in Mustard, Product No.
23 24U01HMUS (the "Section 3.3 Product"). On or before the Effective Date, Settling
24 Defendant shall also: (i) cease shipping the Section 3.3 Product to any of its stores and/or
25 authorized resellers that resell the Section 3.3 Product in California, and (ii) send
26 instructions to its stores and/or authorized resellers that resell the Section 3.3 Product in
27 California instructing them either to: (a) return all of the Section 3.3 Product to Settling
28 Defendant for destruction; or (b) directly destroy the Section 3.3 Product.

1 3.3.2 Within sixty (60) days of the Effective Date, Settling Defendant shall
2 provide CEH with confirmation of its compliance with the requirements of this Section
3 3.3.

4 **4. ENFORCEMENT**

5 4.1 Any Party may, after meeting and conferring, by motion or application for an
6 order to show cause before this Court, enforce the terms and conditions contained in this Consent
7 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
8 shall be brought exclusively by following the procedure set out in Sections 4.2 through 4.3.

9 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
10 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

11 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
12 Defendant within forty-five (45) days of the date the alleged violation(s) was or were
13 observed, provided, however, that CEH may have up to an additional 45 days from the
14 date of the Notice of Violation to provide Settling Defendant with the test data required by
15 Section 4.2.2(d) below if it has not yet obtained it from its laboratory

16 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a
17 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was
18 observed, (b) the location in California at which the Covered Product was purchased by
19 CEH, (c) a description of the Covered Product giving rise to the alleged violation, and of
20 each material or component that is alleged not to comply with the Lead Limits, including
21 a picture of the Covered Product and all identifying information on tags and labels, and
22 (d) all test data obtained by CEH regarding the Covered Product and related supporting
23 documentation, including all laboratory reports, quality assurance reports and quality
24 control reports associated with testing of the Covered Products. Such Notice of Violation
25 shall be based at least in part upon total acid digest testing performed by an independent
26 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
27 themselves sufficient to support a Notice of Violation, although any such testing may be
28 used as additional support for a Notice. The Parties agree that the sample Notice of

1 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of
2 subsections (c) and (d) of this Section 4.2.2.

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

13 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four
14 Notices of Violation in any 12-month period beginning on April 15th of each year this
15 Consent Judgment is effective, at CEH's option, CEH may seek whatever fines, costs,
16 penalties, or remedies are provided by law for failure to comply with the Consent
17 Judgment. For purposes of determining the number of Notices of Violation pursuant to
18 this Section 4.2.4, the following shall be excluded:

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

21 (b) A Notice of Violation that meets one or more of the conditions of
22 Section 4.3.3(c); and

23 (c) A Notice of Violation that has been withdrawn by CEH.

24 4.3 **Notice of Election.** Within thirty (30) days of the later of (i) receiving a
25 Notice of Violation pursuant to Section 4.2.1; and (ii) receiving the test data required pursuant to
26 4.2.2(d), Settling Defendant shall provide written notice to CEH stating whether it elects to
27 contest the allegations contained in the Notice of Violation ("Notice of Election"). Failure to
28 provide a Notice of Election shall be deemed an election to contest the Notice of Violation. Any

1 contributions to the Fashion Accessory Testing Fund required under this Section 4.3 shall be
2 made payable to The Center for Environmental Health and sent to the address set forth in Section
3 8.1 within 14 days of CEH's receipt of Settling Defendant's Notice of Election.

4 **4.3.1 Contested Notices.** If a Notice of Violation is contested, the Notice of
5 Election shall include all then-available documentary evidence regarding the alleged
6 violation, including any test data. Within thirty (30) days from the date of the Notice of
7 Election the parties shall meet and confer to attempt to resolve their dispute. Should such
8 attempts at meeting and conferring fail, CEH may file an enforcement motion or
9 application regarding the contested Notice of Violation pursuant to Section 4.1. If Settling
10 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
11 motion concerning the violation alleged in the Notice of Violation is filed pursuant to
12 Section 4.1, Settling Defendant shall make a single contribution to the Proposition 65
13 Fashion Accessory Testing Fund in the amount of \$12,500 and shall comply with all of
14 the non-monetary provisions of Section 4.3.2. If, at any time prior to reaching an
15 agreement or obtaining a decision from the Court, CEH or Settling Defendant acquire
16 additional test or other data regarding the alleged violation, it shall promptly provide all
17 such data or information to the other Party. If CEH withdraws its Notice of Violation,
18 Settling Defendant shall not be obliged to make any monetary contribution to the Fashion
19 Accessory Testing Fund and the relevant Notice of Violation shall be excluded pursuant to
20 Section 4.2.4(c).

21 **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,
22 Settling Defendant shall include in its Notice of Election a detailed description of
23 corrective action that it has undertaken or proposes to undertake to address the alleged
24 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
25 Covered Product will no longer be offered by Settling Defendant or its authorized resellers
26 for sale in California. If there is a dispute over the sufficiency of the proposed corrective
27 action or its implementation, CEH shall promptly notify Settling Defendant and the
28 Parties shall meet and confer before seeking the intervention of the Court to resolve the

1 dispute regarding the proposed corrective action or the implementation thereof. In
2 addition to taking corrective action, Settling Defendant shall make a single contribution to
3 the Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the
4 provisions of Section 4.3.3 applies, in which case only the lesser amount described in the
5 applicable section is due.

6 **4.3.3 Limitations in Non-Contested Matters.**

7 (a) If Settling Defendant elects not to contest a Notice of Violation
8 before any motion concerning the violation(s) at issue has been filed pursuant to Section
9 4.1, the total monetary liability of Settling Defendant under this Consent Judgment shall
10 be limited to the single contribution required by Section 4.3.2 and this Section 4.3.3, if
11 any.

12 (b) For non-contested Notices of Violation, only one required
13 contribution may be assessed as to any particular Covered Product.

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

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

26 (ii) One thousand five hundred dollars (\$1,500) if Settling
27 Defendant is in violation of Section 3.2 only insofar as that Section deems
28 Settling Defendant to have “offered for sale” a product sold at retail by

1 Settling Defendant's authorized reseller to California consumers. This
2 subsection shall apply only to Covered Products that Settling Defendant
3 demonstrates were shipped prior to the applicable compliance date in
4 Section 3.2.1 or 3.2.2; or

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

9 **5. PAYMENTS**

10 5.1 **Payments by Settling Defendant.** Within ten (10) business days of entry of this
11 Consent Judgment, Settling Defendant shall pay the total sum of \$65,000 as a settlement payment
12 in full and final settlement of the Complaint. The total settlement amount for Settling Defendant
13 shall be paid in four (4) separate checks made payable and allocated as follows:

14 5.1.1 Settling Defendant shall pay the sum of \$8,600 as a civil penalty pursuant
15 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
16 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
17 California's Office of Environmental Health Hazard Assessment ("OEHHA")).

18 Accordingly, the OEHHA portion of the civil penalty payment in the amount of \$6,450
19 shall be made payable to OEHHA and associated with taxpayer identification number 68-
20 0284486. This payment shall be delivered as follows:

21 For United States Postal Service Delivery:

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

27 For Non-United States Postal Service Delivery:

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

1 The CEH portion of the civil penalty payment in the amount of \$2,150 shall be made
2 payable to the Center for Environmental Health and associated with taxpayer identification
3 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
4 Street, San Francisco, CA 94117.

5 5.1.2 Settling Defendant shall pay the sum of \$12,900 as a payment in lieu of
6 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code
7 of Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work
8 educating and protecting people from exposures to toxic chemicals, including heavy
9 metals. In addition, as part of its Community Environmental Action and Justice Fund,
10 CEH will use four percent (4%) of such funds to award grants to grassroots environmental
11 justice groups working to educate and protect people from exposures to toxic chemicals.
12 The method of selection of such groups can be found at the CEH web site at
13 www.ceh.org/justicefund. The payment pursuant to this Section shall be made payable to
14 the Center for Environmental Health and associated with taxpayer identification number
15 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
16 Street, San Francisco, CA 94117.

17 5.1.3 Settling Defendant shall also separately pay the sum of \$43,500 to the
18 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees
19 and costs. The attorneys' fees and cost reimbursement check shall be made payable to the
20 Lexington Law Group and associated with taxpayer identification number 94-3317175.
21 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
22 Francisco, CA 94117.

23 **6. MODIFICATION**

24 6.1 **Written Consent.** This Consent Judgment may be modified from time to
25 time by express written agreement of the Parties with the approval of the Court, or by an order of
26 this Court upon motion and in accordance with law.

27 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
28 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to

1 modify the Consent Judgment.

2 **7. CLAIMS COVERED AND RELEASED**

3 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
4 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
5 affiliated entities that are under common ownership, including without limitation Top Shop / Top
6 Man Limited doing business as Topshop and Top Shop / Top Man (Wholesale) Limited doing
7 business as Topshop, directors, officers, employees, and attorneys (“Defendant Releasees”), and
8 each entity to whom the Defendant Releasees directly or indirectly distribute or sell Covered
9 Products, including but not limited to authorized resellers, distributors, wholesalers, customers,
10 retailers, franchisees, cooperative members, licensors, and licensees (“Downstream Defendant
11 Releasees”) of any violation of Proposition 65 that was or could have been asserted in the
12 Complaint against Settling Defendant, Defendant Releasees, and/or Downstream Defendant
13 Releasees, based on failure to warn about alleged exposure to Lead contained in Covered
14 Products that were sold by Settling Defendant, Defendant Releasees, and/or Downstream
15 Defendant Releasees prior to the applicable compliance date in Section 3.2.1 or 3.2.2.

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

19 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
20 Settling Defendant and any of its authorized resellers under Fashion Accessory Testing Fund
21 Notices of Violation issued or to be issued by CEH that are related to the Section 3.3 Product.

22 **8. NOTICE**

23 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
24 notice shall be sent by first class and electronic mail to:

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

1 8.2 When Settling Defendant is entitled to receive any notice under this Consent
2 Judgment, the notice shall be sent by first class and electronic mail to:

3 Shelby Miller
4 DLA Piper, LLP
5 555 Mission Street, Suite 2400
6 San Francisco, CA 94105
7 shelby.miller@dlapiper.com

8 Group General Counsel
9 Arcadia Group Ltd., Legal Dept.
10 10 Great Castle Street
11 London, W 1 W 8LP, United Kingdom
12 Michelle.Gammon@arcadiagroup.co.uk

13 8.3 Any Party may modify the person and address to whom the notice is to be sent
14 by sending each other Party notice by first class and electronic mail.

15 **9. COURT APPROVAL**

16 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
17 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
18 shall support entry of this Consent Judgment.

19 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
20 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
21 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

22 **10. ATTORNEYS' FEES**

23 10.1 Should either party prevail on any motion, application for an order to show
24 cause or other proceeding to enforce a violation of this Consent Judgment, that party shall be
25 entitled its reasonable attorneys' fees and costs incurred as a result of such motion or application.

26 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
27 its own attorneys' fees and costs.

28 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
sanctions pursuant to law.

11. TERMINATION

11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant

1 at any time after April 15, 2020, upon the provision of 30 days advanced written notice; such
2 termination shall be effective upon the subsequent filing of a notice of termination with Superior
3 Court of Alameda County.

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

9 **12. OTHER TERMS**

10 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
11 of California.

12 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
13 Defendant, and the successors or assigns of any of them.

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

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

1 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
2 Consent Judgment.

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

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

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

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20 **IT IS SO ORDERED:**

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23 Dated: _____

Judge of the Superior Court

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IT IS SO STIPULATED:


CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

ARCADIA GROUP (USA) LTD. DBA TOPSHOP

Signature

Printed Name

Title

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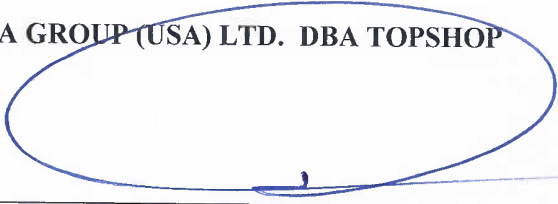
CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

ARCADIA GROUP (USA) LTD. DBA TOPSHOP



Signature

IAN GRABINER
Printed Name

CHIEF EXECUTIVE OFFICER
Title

Exhibit A



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ORANGE

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



925-828-1440
www.TheNFL.com

Analytical Report

August 03, 2011

Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, www.TheNFL.com. 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