

1 1.4 “Manufactured” and “Manufactures” means to manufacture, produce, or
2 assemble.

3 1.5 “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 1.6 “Vendor” means a person or entity that Manufactures, imports, distributes, or
10 supplies a Covered Product to a Settling Defendant.

11 **2. INTRODUCTION**

12 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
13 Environmental Health (“CEH”) and Defendants Free People of PA LLC, Urban Outfitters, Inc.,
14 and Remi & Reid, Inc. (“Settling Defendants”).

15 2.2 Beginning on June 19, 2015, CEH served 60-Day Notices of Violation under
16 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
17 & Safety Code §§ 25249.5, *et seq.*) (the “Notices”) on Settling Defendants, 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 Defendants violated Proposition 65 by exposing persons to Lead
21 contained in Covered Products without first providing clear and reasonable Proposition 65
22 warnings.

23 2.3 On October 9, 2015, CEH filed the action *Center for Environmental Health v.*
24 *Free People of PA, LLC, et al.*, Case No. RG 15-789111, in the Superior Court of California for
25 Alameda County and naming Settling Defendants Free People of PA LLC and Urban Outfitters,
26 Inc. as parties. On or about October 31, 2016, CEH named Settling Defendant Remi & Reid, Inc.
27 as a defendant in the *Free People* action pursuant to California Code of Civil Procedure § 474.
28 By entry of this Consent Judgment, the Parties stipulate that the term Products as it is used in the

1 Complaint as to Free People of PA LLC and Urban Outfitters, Inc. means wallets, handbags,
2 purses, clutches, and backpacks, and that the term Product as it is used in the Complaint as to
3 Remi & Reid, Inc. means wallets, handbags, purses, clutches, backpacks, and belts.

4 2.4 Settling Defendants manufacture, distribute and/or offer for sale Covered
5 Products in the State of California or have done so in the past.

6 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
7 Court has jurisdiction over the allegations of violations contained in the operative Complaint
8 applicable to Settling Defendants (the “Complaint”) and personal jurisdiction over Settling
9 Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
10 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

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

19 **3. INJUNCTIVE RELIEF**

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

24 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendants shall
25 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
26 any Covered Product that will be sold or offered for sale to California consumers that contains a
27 material or is made of a component that exceeds the following Lead Limits without an
28 appropriate warning as set forth in Section 3.4 herein:

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 a Settling Defendant’s direct customer sells
6 or offers for sale to California consumers a Covered Product after the Effective Date, that Settling
7 Defendant is deemed to have “offered for sale to California consumers” that Covered Product.

8 **3.3 Action Regarding Specific Products.**

9 3.3.1 On or before the Effective Date, Settling Defendants shall cease selling in
10 California the following products: (i) Free People Convertible Vegan Crossbody Handbag
11 in Brown, Item No. 0032459653, Style No. 32459639, SKU No. 32459653; (ii) Free
12 People Slouchy Vegan Tote in Chocolate, SKU No. 32546079; (iii) Free People Fairfax
13 Vegan Crossbody Handbag in Brown, Style No. 34909812; (iv) Free People Matchless
14 Vegan Clutch in Brown, SKU No. 36300614, Style No. 36300606; (v) Free People
15 Babylon Bucket Bag in Tan, SKU No. 36296515, Style No. 36296499; (vi) Free People
16 Mini Mott Crossbody in Mustard, SKU No. 36522381, Style No. 36522373; (vii) Free
17 People Remi and Reid Washed Vegan Tote in Neutral, SKU No. 0036679173, Style No.
18 36679173; (viii) Free People Zia Vegan Saddle Handbag in Taupe, Style No. 37950136,
19 Item No. 37950144; (ix) Kimchi Blue Clean Colorblock Backpack in Yellow, SKU No.
20 35614007; (x) BDG Classic Pocket Backpack in Brown, SKU No. 34057422; (xi) Ecote
21 EC Suede Fringe Backpack in Red, SKU No. 36932754; and (x) Remi & Reid Percy
22 Washed Vegan Tote Handbag in Neutral, Style No. 36679173 (the “Section 3.3
23 Products”). On or before the Effective Date, Settling Defendants shall also: (i) cease
24 shipping the Section 3.3 Products to any of their stores and/or customers that resell the
25 Section 3.3 Products in California, and (ii) send instructions to their stores and/or
26 customers that resell the Section 3.3 Products in California instructing them either to: (a)
27 return all of the Section 3.3 Products to Settling Defendants for destruction; or (b) directly
28 destroy the Section 3.3 Products.

1 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all
2 applicable laws.

3 **3.4 Warnings for Covered Products.**

4 3.4.1 **Warning Option.** A Covered Product purchased, imported or
5 Manufactured by a Settling Defendant may, as an alternative to meeting the Lead Limits
6 set forth in Section 3.2, be sold or offered for retail sale in California with a Clear and
7 Reasonable Warning that complies with the provisions of Section 3.4. A Clear and
8 Reasonable Warning may only be provided for a Covered Product if the Settling
9 Defendant providing the warning has reason to believe that such Covered Product does
10 not meet the Lead Limits.

11 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
12 Consent Judgment shall state:

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

15 This statement shall be prominently displayed on the Covered Product, on the packaging
16 of the Covered Product, or on a placard or sign provided that the statement is displayed
17 with such conspicuousness, as compared with other words, statements or designs as to
18 render it likely to be read and understood by an ordinary individual prior to sale. If the
19 statement is displayed on a placard or sign where the Covered Product is offered for sale,
20 the warning placard or sign must enable an ordinary individual to easily determine which
21 specific Covered Products the warning applies to, and to differentiate between that
22 Covered Product and other products to which the warning statement does not apply. For
23 internet, catalog or any other sale where the consumer is not physically present, the
24 warning statement shall be displayed in such a manner that it is likely to be read and
25 understood by an ordinary individual prior to the authorization of or actual payment.

26 **4. ENFORCEMENT**

27 4.1 Any Party may, after meeting and conferring, by motion or application for an
28 order to show cause before this Court, enforce the terms and conditions contained in this Consent

1 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
2 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

3 4.2 **Notice of Violation.** In the event that CEH seeks to enforce the requirements
4 of Section 3.2, it shall issue a Notice of Violation pursuant to this Section 4.2.

5 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on each
6 Settling Defendant that CEH believes is responsible for the alleged violation within 45
7 days of the date the alleged violation(s) was or were observed, provided, however, that: (i)
8 CEH may have up to an additional 45 days to provide Settling Defendants with the test
9 data required by Section 4.2.2(d) below if it has not yet obtained it from its laboratory;
10 and (ii) CEH may serve a Notice of Violation to a supplier of a Covered Product so long
11 as: (a) the identity of the supplier cannot be discerned from the labeling of the Covered
12 Product; and (b) the Notice of Violation to the supplier is served within 45 days of the
13 date the supplier is identified by CEH.

14 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a
15 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was
16 observed, (b) the location at which the Covered Product was offered for sale, (c) a
17 description of the Covered Product giving rise to the alleged violation, and of each
18 material or component that is alleged not to comply with the Lead Limits, including a
19 picture of the Covered Product and all identifying information on tags and labels, (d) all
20 test data obtained by CEH regarding the Covered Product and related supporting
21 documentation, including all laboratory reports, quality assurance reports and quality
22 control reports associated with testing of the Covered Products, and (e) all evidence in
23 CEH's possession that no Clear and Reasonable Warning was provided. Such Notice of
24 Violation shall be based at least in part upon total acid digest testing performed by an
25 independent accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are
26 not by themselves sufficient to support a Notice of Violation, although any such testing
27 may be used as additional support for a Notice. The Parties agree that the sample Notice
28 of Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements

1 of subsections (c) and (d) of this Section 4.2.2.

2 4.2.3 **Additional Documentation.** CEH shall promptly make available for
3 inspection and/or copying upon request by and at the expense of the Settling Defendant
4 making the request, all supporting documentation related to the testing of the Covered
5 Products and associated quality control samples, including chain of custody records, all
6 laboratory logbook entries for laboratory receiving, sample preparation, and instrumental
7 analysis, and all printouts from all analytical instruments relating to the testing of Covered
8 Product samples and any and all calibration, quality assurance, and quality control tests
9 performed or relied upon in conjunction with the testing of the Covered Products,
10 obtained by or available to CEH that pertains to the Covered Product's alleged
11 noncompliance with Section 3 and, if available, any exemplars of Covered Products
12 tested.

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

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

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

22 4.3 **Notice of Election.** Within thirty (30) days of receiving a Notice of Violation
23 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), the Settling
24 Defendant(s) alleged to be in violation shall provide written notice to CEH stating whether it
25 elects to contest the allegations contained in the Notice of Violation ("Notice of Election").
26 Failure to provide a Notice of Election shall be deemed an election to contest the Notice of
27 Violation. Any contributions to the Fashion Accessory Testing Fund required under this Section
28 4.3 shall be made payable to The Center for Environmental Health and included with Settling

1 Defendant's Notice of Election.

2 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
3 Election shall include all then-available documentary evidence regarding the alleged
4 violation, including any test data. Within thirty (30) days the parties shall meet and confer
5 to attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
6 CEH may file an enforcement motion or application pursuant to Section 4.1. If a Settling
7 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
8 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
9 Section 4.1, that Settling Defendant shall make a contribution to the Proposition 65
10 Fashion Accessory Testing Fund in the amount of \$12,500 and shall comply with all of
11 the non-monetary provisions of Section 4.3.2. If, at any time prior to reaching an
12 agreement or obtaining a decision from the Court, CEH or the Settling Defendant(s)
13 alleged to be in violation acquires additional test or other data regarding the alleged
14 violation, it shall promptly provide all such data or information to the other Party.

15 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested, the
16 Settling Defendant(s) alleged to be in violation shall include in its Notice of Election a
17 detailed description of corrective action that it has undertaken or proposes to undertake to
18 address the alleged violation. Any such correction shall, at a minimum, provide
19 reasonable assurance that the Covered Product will no longer be offered by that Settling
20 Defendant or its customers for sale in California. If there is a dispute over the sufficiency
21 of the proposed corrective action or its implementation, CEH shall promptly notify the
22 Settling Defendant(s) alleged to be in violation and the Parties shall meet and confer
23 before seeking the intervention of the Court to resolve the dispute. In addition to the
24 corrective action, the Settling Defendant(s) alleged to be in violation shall make a
25 contribution to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one
26 of the provisions of Section 4.3.3 applies.

27 4.3.3 **Limitations in Non-Contested Matters.**

28 (a) If it elects not to contest a Notice of Violation before any motion

1 concerning the violation(s) at issue has been filed, the monetary liability of the Settling
2 Defendant(s) alleged to be in violation shall be limited to the contributions required by
3 Section 4.3.2 and this Section 4.3.3, if any.

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

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

7 (i) One thousand seven hundred fifty dollars (\$1,750) if the Settling
8 Defendant(s) alleged to be in violation, prior to receiving and accepting for
9 distribution or sale the Covered Product identified in the Notice of
10 Violation, obtained test results demonstrating that all of the materials or
11 components in the Covered Product identified in the Notice of Violation
12 complied with the applicable Lead Limits, and further provided that such
13 test results meet the same quality criteria to support a Notice of Violation
14 as set forth in Section 4.2.2 and that the testing was performed within two
15 years prior to the date of the sales transaction on which the Notice of
16 Violation is based. The Settling Defendant(s) alleged to be in violation
17 shall provide copies of such test results and supporting documentation to
18 CEH with its Notice of Election; or

19 (ii) One thousand five hundred dollars (\$1,500) if a Settling
20 Defendant is in violation of Section 3.2 only insofar as that Section deems
21 the Settling Defendant to have “offered for sale to California consumers” a
22 product sold at retail by the Settling Defendant’s customer, provided
23 however, that no contribution is required or payable if the Settling
24 Defendant has already been required to pay a total of ten thousand dollars
25 (\$10,000) pursuant to this subsection. This subsection shall apply only to
26 Covered Products that the Settling Defendant(s) alleged to be in violation
27 demonstrates were shipped prior to the Effective Date; or
28

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

5 **5. PAYMENTS**

6 5.1 **Payments by Settling Defendants.** Within five (5) days of the Effective Date,
7 Settling Defendants shall pay the total sum of \$95,000 as a settlement payment. The total
8 settlement amount for Settling Defendants shall be made payable and allocated as follows:

9 5.1.1 Settling Defendants shall pay the total sum of \$18,000 as a civil penalty
10 pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned
11 in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
12 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the
13 OEHHA portion of the civil penalty payment shall be \$13,500. This amount shall be made
14 payable to OEHHA and associated with taxpayer identification number 68-0284486. This
15 payment shall be delivered as follows:

16 For United States Postal Service Delivery:

17 Attn: Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 P.O. Box 4010, MS #19B
21 Sacramento, CA 95812-4010

22 For Non-United States Postal Service Delivery:

23 Attn: Mike Gyurics
24 Fiscal Operations Branch Chief
25 Office of Environmental Health Hazard Assessment
26 1001 I Street, MS #19B
27 Sacramento, CA 95814

28 The CEH portion of the civil penalty payment in the amount of \$4,500 shall be made
payable to the Center for Environmental Health and associated with taxpayer identification
number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
Street, San Francisco, CA 94117.

1 5.1.2 Settling Defendants shall pay the total sum of \$13,500 as an Additional
2 Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and
3 California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s
4 Toxics and Youth Fund and use them to support CEH programs and activities that seek to educate
5 the public about lead and other toxic chemicals in consumer products that are marketed to youth,
6 expand its use of social media to communicate with youth in California about the risks of
7 exposures to lead and other toxic chemicals in the products they use and about ways to reduce
8 those exposures, work with industries that market products to youth to reduce exposure to lead
9 and other toxic chemicals, and thereby reduce the public health impacts and risks of exposure to
10 lead and other toxic chemicals in consumer products that are marketed to youth in California.
11 CEH shall obtain and maintain adequate records to document that ASPs are spent on these
12 activities and CEH agrees to provide such documentation to the Attorney General within thirty
13 days of any request from the Attorney General. The payment pursuant to this Section shall be
14 made payable to the Center for Environmental Health and associated with taxpayer identification
15 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
16 Street, San Francisco, CA 94117.

17 5.1.3 Settling Defendants shall also separately pay the total sum of \$63,500 to
18 the Lexington Law Group as reimbursement of a portion of CEH’s reasonable attorneys’ fees and
19 costs. The attorneys’ fees and cost reimbursement check pursuant to this section shall be made
20 payable to the Lexington Law Group and associated with taxpayer identification number 94-
21 3317175. 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 Defendants, and their parents, subsidiaries,
5 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
6 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
7 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
8 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
9 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
10 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on
11 failure to warn about alleged exposure to Lead contained in Covered Products that were sold by
12 Settling Defendants prior to the Effective Date.

13 7.2 Compliance with the terms of this Consent Judgment by Settling Defendants
14 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
15 Settling Defendants.

16 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
17 Settling Defendants and any of their retail customers under Fashion Accessory Testing Fund
18 Notices of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

19 **8. NOTICE**

20 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
21 notice shall be sent by first class and electronic mail to:

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

27 8.2 When Settling Defendants are entitled to receive any notice under this Consent
28 Judgment, the notice shall be sent by first class and electronic mail to:

Urban Outfitters, Inc.
Att: General Counsel

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5000 South Broad Street
Philadelphia, PA 19112-1495

Remi & Reid, Inc.
Att: Stephanie Lin
11564 W. Pico Blvd.
Los Angeles, CA 90064
(310) 849-2252

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 Defendants shall support entry of this Consent Judgment.

9.2 If this Consent Judgment is not entered by 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 Defendants prevail on any motion application for an order to show cause or other proceeding, Settling Defendants may be awarded their 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

1 sanctions pursuant to law.

2 **11. OTHER TERMS**

3 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
4 of California.

5 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
6 Defendants, and the successors or assigns of any of them.

7 11.3 This Consent Judgment contains the sole and entire agreement and
8 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
9 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
10 merged herein and therein. There are no warranties, representations, or other agreements between
11 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
12 implied, other than those specifically referred to in this Consent Judgment have been made by any
13 Party hereto. No other agreements not specifically contained or referenced herein, oral or
14 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
15 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
16 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
17 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
18 whether or not similar, nor shall such waiver constitute a continuing waiver.

19 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
20 that Settling Defendants might have against any other party, whether or not that party is a Settling
21 Defendant.

22 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
23 Consent Judgment.

24 11.6 The stipulations to this Consent Judgment may be executed in counterparts
25 and by means of facsimile or portable document format (pdf), which taken together shall be
26 deemed to constitute one document.

27 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
28 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into

1 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
2 Party.

3 11.8 The Parties, including their counsel, have participated in the preparation of
4 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
5 This Consent Judgment was subject to revision and modification by the Parties and has been
6 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
7 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
8 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
9 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
10 be resolved against the drafting Party should not be employed in the interpretation of this Consent
11 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

12

13 **IT IS SO ORDERED:**

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16 Dated: _____

Judge of the Superior Court

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19 **IT IS SO STIPULATED:**

20 **CENTER FOR ENVIRONMENTAL HEALTH**

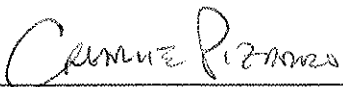
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FREE PEOPLE OF PA LLC


Signature

Frank Conforti

Printed Name

CEO

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URBAN OUTFITTERS, INC.


Signature

Frank Conforti

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REMI & REID, INC.

Signature

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FREE PEOPLE OF PA LLC

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Printed Name

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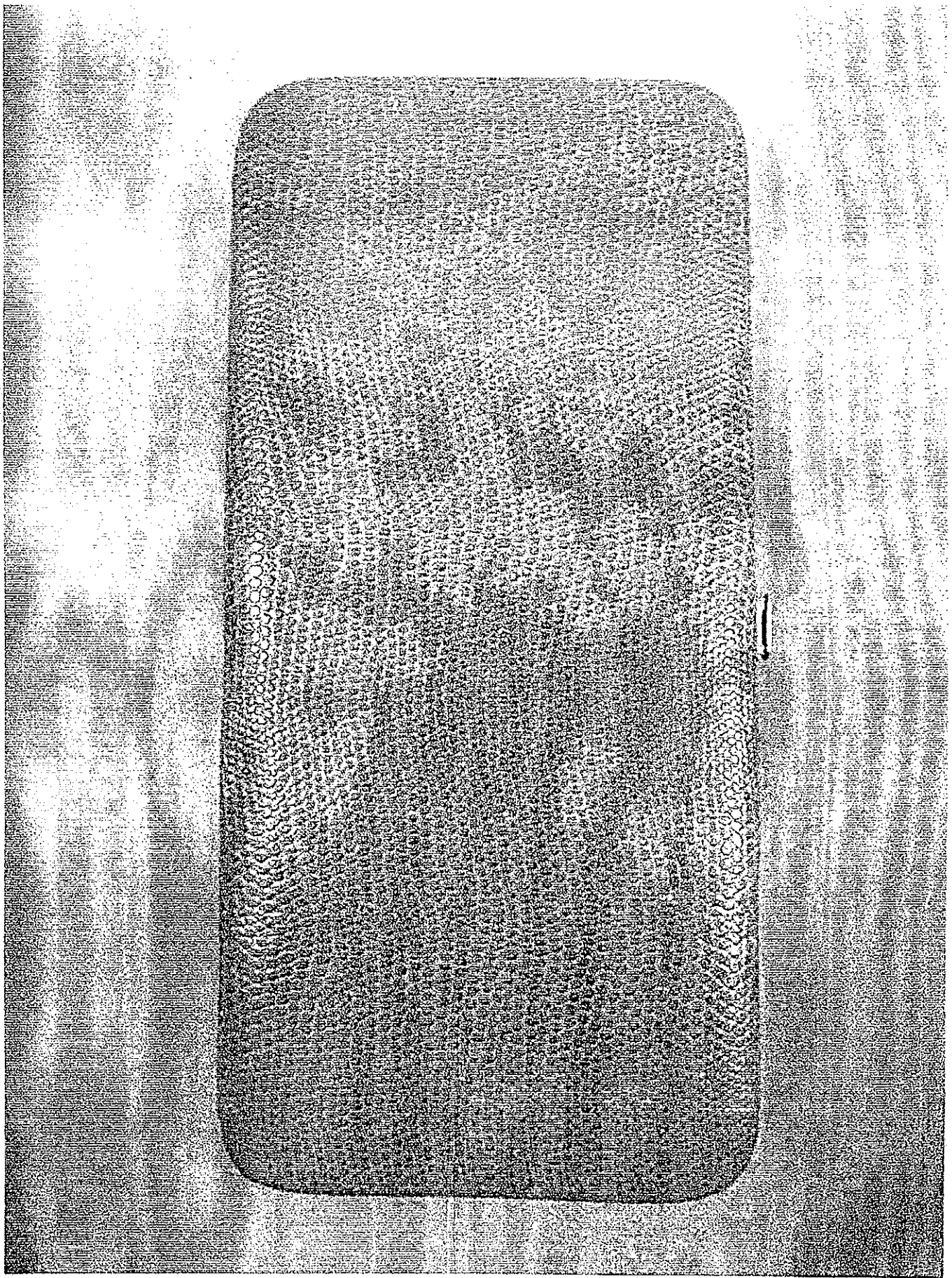
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Exhibit A



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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