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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,) Case No. RG 15-789111
Plaintiff,) **[PROPOSED] CONSENT**
v.) **JUDGMENT AS TO VENUS**
FREE PEOPLE OF PA, LLC, *et al.*,) **FASHION, INC.**
Defendants.)

1. DEFINITIONS

- 1.1 “Covered Products” means (i) handbags, wallets, purses, and clutches; (ii) belts; (iii) footwear; and (iv) apparel distributed, sold or offered for sale by Settling Defendant.
- 1.2 “Effective Date” means the date on which this Consent Judgment is entered by the Court.
- 1.3 “Lead Limits” means the maximum concentrations of lead and lead compounds (“Lead”) by weight specified in Section 3.2.
- 1.4 “Manufactured” and “Manufactures” means to manufacture, produce, or assemble.

1 1.5 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
2 with or without a suspension of finely divided coloring matter, which changes to a solid film
3 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
4 This term does not include printing inks or those materials which actually become a part of the
5 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
6 the substrate, such as by electroplating or ceramic glazing.

7 1.6 “Vendor” means a person or entity that Manufactures, imports, distributes, or
8 supplies a Covered Product to Settling Defendant.

9 **2. INTRODUCTION**

10 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
11 Environmental Health (“CEH”) and Defendant Venus Fashion, Inc. (“Settling Defendant”).

12 2.2 More than 60 days prior to entry of this Consent Judgment, CEH served 60-
13 Day Notices of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement
14 Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*) (the “Notices”) on Settling
15 Defendant, the California Attorney General, the District Attorneys of every County in the State of
16 California, and the City Attorneys for every City in the State of California with a population
17 greater than 750,000. The Notices allege that Settling Defendant violated Proposition 65 by
18 exposing persons to Lead contained in Covered Products without first providing clear and
19 reasonable Proposition 65 warnings.

20 2.3 On October 9, 2015, CEH filed the action *Center for Environmental Health v.*
21 *Free People of PA, LLC, et al.*, Case No. RG 15-789111, in the Superior Court of California for
22 Alameda County. On or about February 10, 2016, CEH named Settling Defendant as a defendant
23 in that action pursuant to California Code of Civil Procedure § 474. Upon entry of this Consent
24 Judgment, the operative Complaint in that action is deemed amended such that the term “Fashion
25 Accessories” as to Settling Defendant only means Covered Products.

26 2.4 Settling Defendant distributes and/or offers for sale Covered Products in the
27 State of California or has done so in the past.

28 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this

1 Court has jurisdiction over the allegations of violations contained in the operative Complaint
2 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
3 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
4 and that this Court has jurisdiction to enter this Consent Judgment.

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

13 **3. INJUNCTIVE RELIEF**

14 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
15 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead
16 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable
17 efforts to provide Covered Products that comply with the Lead Limits on a worldwide basis.

18 3.2 **Lead Limits.** Subject to Section 3.4 below, commencing on the Effective
19 Date, Settling Defendant shall not purchase, import, supply to an unaffiliated third party, or sell or
20 offer for sale any Covered Product that will be sold or offered for sale to California consumers
21 that contains a material or is made of a component that exceeds the following Lead Limits:

22 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

23 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

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

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

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3.3 Action Regarding Specific Products.

3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in California the following: (1) Vecceci Faux Alligator Clutch in Red, Style No. Y65555, Item No. CL-103 ALLI RED; (2) Venus Hardware Detail Handbag in Green, Style No. Y65943, Item No. Y65943-O/S-GR, and (3) Bolaro by Summer Rio Chain Detail Sandals in Brown, Style No. Y52977, Item No. Y52977-6-BR (the “Section 3.3 Products”).

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

3.4 Warnings for Covered Products.

3.4.1 **Warning Option.** A Covered Product purchased, imported, or sold or offered for sale by Settling Defendant may, as an alternative to meeting the Lead Limits, be sold or offered for retail sale in California with a Clear and Reasonable Warning that complies with the provisions of Section 3.4.2. A Clear and Reasonable Warning may only be provided for Covered Products that Settling Defendant reasonably believes do not meet the Lead Limits.

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

WARNING: This [these] product[s] can expose you to chemicals known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov

Or

WARNING: This [these] product[s] can expose you to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov

1 Or

2 **WARNING:** [HYPERLINK to one of the full warning statements above]

3 In either case, the word “**WARNING**” shall be in all capital letters and in bold print. A
4 Clear and Reasonable Warning shall not be preceded by, surrounded by, or include any
5 additional words or phrases that contradict, obfuscate or otherwise undermine the
6 warning. For internet, catalog, telephonic or any other sale where the consumer is not
7 physically present and cannot see a warning displayed on the Covered Product or the
8 packaging of the Covered Product prior to purchase or payment, the warning statement
9 shall be displayed or otherwise communicated in such a manner that it is likely to be read
10 and understood prior to the authorization of or actual payment. For internet sales, the
11 warning statement shall: (a) be displayed before a consumer commits to purchasing the
12 Covered Product and without the need for the consumer to follow any additional
13 hyperlinks beyond those required as part of the ordinary purchasing process; (b) be set out
14 in a text, box on a separate line or in a separate paragraph; (c) be displayed in a font size
15 in which the smallest character is no less than the equivalent of the height of the
16 equivalent characters in 12 point arial font; and (d) be displayed with such
17 conspicuousness, as compared with other words, statements, or designs as to render it
18 likely to be read and understood by an ordinary individual. The warning statement shall
19 not be preceded, followed, or surrounded by words, symbols, or other matter that reduces
20 its conspicuousness to an ordinary individual, or that qualifies or interprets the required
21 text, such as “legal notice required by law.”

22 **4. ENFORCEMENT**

23 4.1 Any Party may, after meeting and conferring, by motion or application for an
24 order to show cause before this Court, enforce the terms and conditions contained in this Consent
25 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
26 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

27 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
28 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

1 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
2 Defendant within 45 days of the date the alleged violation(s) was or were observed,
3 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling
4 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it
5 from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a
6 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the
7 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served
8 within 45 days of the date the supplier is identified by CEH.

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

24 4.2.3 **Additional Documentation.** CEH shall promptly make available for
25 inspection and/or copying upon request by and at the expense of Settling Defendant, all
26 supporting documentation related to the testing of the Covered Products and associated
27 quality control samples, including chain of custody records, all laboratory logbook entries
28 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts

1 from all analytical instruments relating to the testing of Covered Product samples and any
2 and all calibration, quality assurance, and quality control tests performed or relied upon in
3 conjunction with the testing of the Covered Products, obtained by or available to CEH that
4 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
5 any exemplars of Covered Products tested.

6 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four
7 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
8 fines, costs, penalties, or remedies are provided by law for failure to comply with the
9 Consent Judgment. For purposes of determining the number of Notices of Violation
10 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

15 4.3 **Notice of Election.** Within thirty (30) days of receiving a Notice of Violation
16 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
17 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
18 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
19 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
20 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
21 Environmental Health and included with Settling Defendant's Notice of Election.

22 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
23 Election shall include all then-available documentary evidence regarding the alleged
24 violation, including any test data. Within thirty (30) days the parties shall meet and confer
25 to attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
26 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
27 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
28 motion concerning the violations alleged in the Notice of Violation is filed pursuant to

1 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
2 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
3 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
4 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
5 other data regarding the alleged violation, it shall promptly provide all such data or
6 information to the other Party.

7 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
8 Settling Defendant shall include in its Notice of Election a detailed description of
9 corrective action that it has undertaken or proposes to undertake to address the alleged
10 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
11 Covered Product will no longer be offered by Settling Defendant or its customers for sale
12 in California. If there is a dispute over the sufficiency of the proposed corrective action or
13 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
14 meet and confer before seeking the intervention of the Court to resolve the dispute. In
15 addition to the corrective action, Settling Defendant shall make a contribution to the
16 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
17 Section 4.3.3 applies.

18 4.3.3 **Limitations in Non-Contested Matters.**

19 (a) If it elects not to contest a Notice of Violation before any motion
20 concerning the violation(s) at issue has been filed, the monetary liability of Settling
21 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
22 4.3.3, if any.

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

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

26 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
27 Defendant, prior to receiving and accepting for distribution or sale the
28 Covered Product identified in the Notice of Violation, obtained test results

1 demonstrating that all of the materials or components in the Covered
2 Product identified in the Notice of Violation complied with the applicable
3 Lead Limits, and further provided that such test results meet the same
4 quality criteria to support a Notice of Violation as set forth in Section 4.2.2
5 and that the testing was performed within two years prior to the date of the
6 sales transaction on which the Notice of Violation is based. Settling
7 Defendant shall provide copies of such test results and supporting
8 documentation to CEH with its Notice of Election; or

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

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

22 **5. PAYMENTS**

23 5.1 **Payments by Settling Defendant.** Within five (5) business days of the Effective
24 Date, Settling Defendant shall pay the total sum of \$100,000 as a settlement payment. Any
25 failure by Settling Defendant to comply with the payment terms herein shall be subject to a
26 stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each day the full
27 payment is not received after the applicable date set forth herein. The total settlement amount for
28 Settling Defendant shall be paid in four separate checks made payable and allocated as follows:

1 5.1.1 Settling Defendant shall pay the sum of \$18,955 as a civil penalty pursuant
2 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
3 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
4 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the
5 OEHHA portion of the civil penalty payment in the amount of \$14,216.25 shall be made payable
6 to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall
7 be delivered as follows:

8 For United States Postal Service Delivery:

9 Attn: Mike Gyurics
10 Fiscal Operations Branch Chief
11 Office of Environmental Health Hazard Assessment
12 P.O. Box 4010, MS #19B
13 Sacramento, CA 95812-4010

14 For Non-United States Postal Service Delivery:

15 Attn: Mike Gyurics
16 Fiscal Operations Branch Chief
17 Office of Environmental Health Hazard Assessment
18 1001 I Street, MS #19B
19 Sacramento, CA 95814

20 The CEH portion of the civil penalty payment in the amount of \$4,738.75 shall be made
21 payable to the Center for Environmental Health and associated with taxpayer identification
22 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
23 Street, San Francisco, CA 94117.

24 5.1.2 Settling Defendant shall pay the sum of \$14,210 as an Additional
25 Settlement Payment (“ASP”) in lieu of civil penalty to CEH pursuant to Health & Safety Code §
26 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to place these
27 funds in CEH’s Toxics and Youth Fund and use them to support CEH programs and activities
28 that seek to educate the public about lead and other toxic chemicals in consumer products that are
marketed to youth, expand its use of social media to communicate with youth in California about
the risks of exposures to lead and other toxic chemicals in the products they use and about ways
to reduce those exposures, work with industries that market products to youth to reduce exposure
to lead and other toxic chemicals, and thereby reduce the public health impacts and risks of

1 exposure to lead and other toxic chemicals in consumer products that are marketed to youth in
2 California. CEH shall obtain and maintain adequate records to document that ASPs are spent on
3 these activities and CEH agrees to provide such documentation to the Attorney General within
4 thirty days of any request from the Attorney General. The payment pursuant to this Section shall
5 be made payable to the Center for Environmental Health and associated with taxpayer
6 identification number 94-3251981. This payment shall be delivered to Lexington Law Group,
7 503 Divisadero Street, San Francisco, CA 94117.

8 5.1.3 Settling Defendant shall also separately pay the sum of \$66,835 to the
9 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
10 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
11 Law Group and associated with taxpayer identification number 94-3317175. This payment shall
12 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

13 **6. MODIFICATION**

14 6.1 **Written Consent.** This Consent Judgment may be modified from time to
15 time by express written agreement of the Parties with the approval of the Court, or by an order of
16 this Court upon motion and in accordance with law.

17 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
18 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
19 modify the Consent Judgment.

20 **7. CLAIMS COVERED AND RELEASED**

21 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
22 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
23 affiliated entities that are under common ownership, directors, officers, employees, attorneys,
24 successors, assigns, trustees and agents ("Defendant Releasees"), and each entity to and through
25 whom they directly or indirectly distribute or sell Covered Products, including but not limited to
26 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
27 licensees ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or
28 could have been asserted in the Complaint against Settling Defendant, Defendant Releasees, and

1 Downstream Defendant Releasees, based on failure to warn about alleged exposure to Lead
2 contained in Covered Products that were sold by Settling Defendant prior to the Effective Date.

3 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
4 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
5 Settling Defendant.

6 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
7 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices
8 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

9 **8. NOTICE**

10 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
11 notice shall be sent by first class and electronic mail to:

12 Eric S. Somers
13 Lexington Law Group
14 503 Divisadero Street
15 San Francisco, CA 94117
16 esomers@lexlawgroup.com

17 8.2 When Settling Defendant is entitled to receive any notice under this Consent
18 Judgment, the notice shall be sent by first class and electronic mail to:

19 Allan Gabriel
20 Dykema
21 333 South Grand Avenue, Suite 2100
22 Los Angeles, CA 90071
23 agabriel@dykema.com

24 8.3 Any Party may modify the person and address to whom the notice is to be sent
25 by sending each other Party notice by first class and electronic mail.

26 **9. COURT APPROVAL**

27 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
28 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
shall support entry of this Consent Judgment.

9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
effect and shall never be introduced into evidence or otherwise used in any proceeding for any

1 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

2 **10. ATTORNEYS' FEES**

3 10.1 Should CEH prevail on any motion, application for an order to show cause or
4 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
5 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
6 Settling Defendant prevail on any motion application for an order to show cause or other
7 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result
8 of such motion or application upon a finding by the Court that CEH's prosecution of the motion
9 or application lacked substantial justification. For purposes of this Consent Judgment, the term
10 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
11 Code of Civil Procedure §§ 2016, *et seq.*

12 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
13 its own attorneys' fees and costs.

14 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
15 sanctions pursuant to law.

16 **11. OTHER TERMS**

17 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
18 of California.

19 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
20 Defendant, and the successors or assigns of any of them.

21 11.3 This Consent Judgment contains the sole and entire agreement and
22 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
23 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
24 merged herein and therein. There are no warranties, representations, or other agreements between
25 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
26 implied, other than those specifically referred to in this Consent Judgment have been made by any
27 Party hereto. No other agreements not specifically contained or referenced herein, oral or
28 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,

1 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
2 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
3 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
4 whether or not similar, nor shall such waiver constitute a continuing waiver.

5 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
6 that Settling Defendant might have against any other party, whether or not that party is a Settling
7 Defendant.

8 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
9 Consent Judgment.

10 11.6 The stipulations to this Consent Judgment may be executed in counterparts
11 and by means of facsimile or portable document format (pdf), which taken together shall be
12 deemed to constitute one document.

13 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
14 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
15 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
16 Party.

17 11.8 The Parties, including their counsel, have participated in the preparation of
18 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
19 This Consent Judgment was subject to revision and modification by the Parties and has been
20 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
21 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
22 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
23 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
24 be resolved against the drafting Party should not be employed in the interpretation of this Consent
25 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

26 **IT IS SO ORDERED:**

27 Dated: _____


28 _____
Judge of the Superior Court

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

VENUS FASHION, INC.

Signature

Printed Name

Title

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

VENUS FASHION, INC.

James M. Brewster

Signature

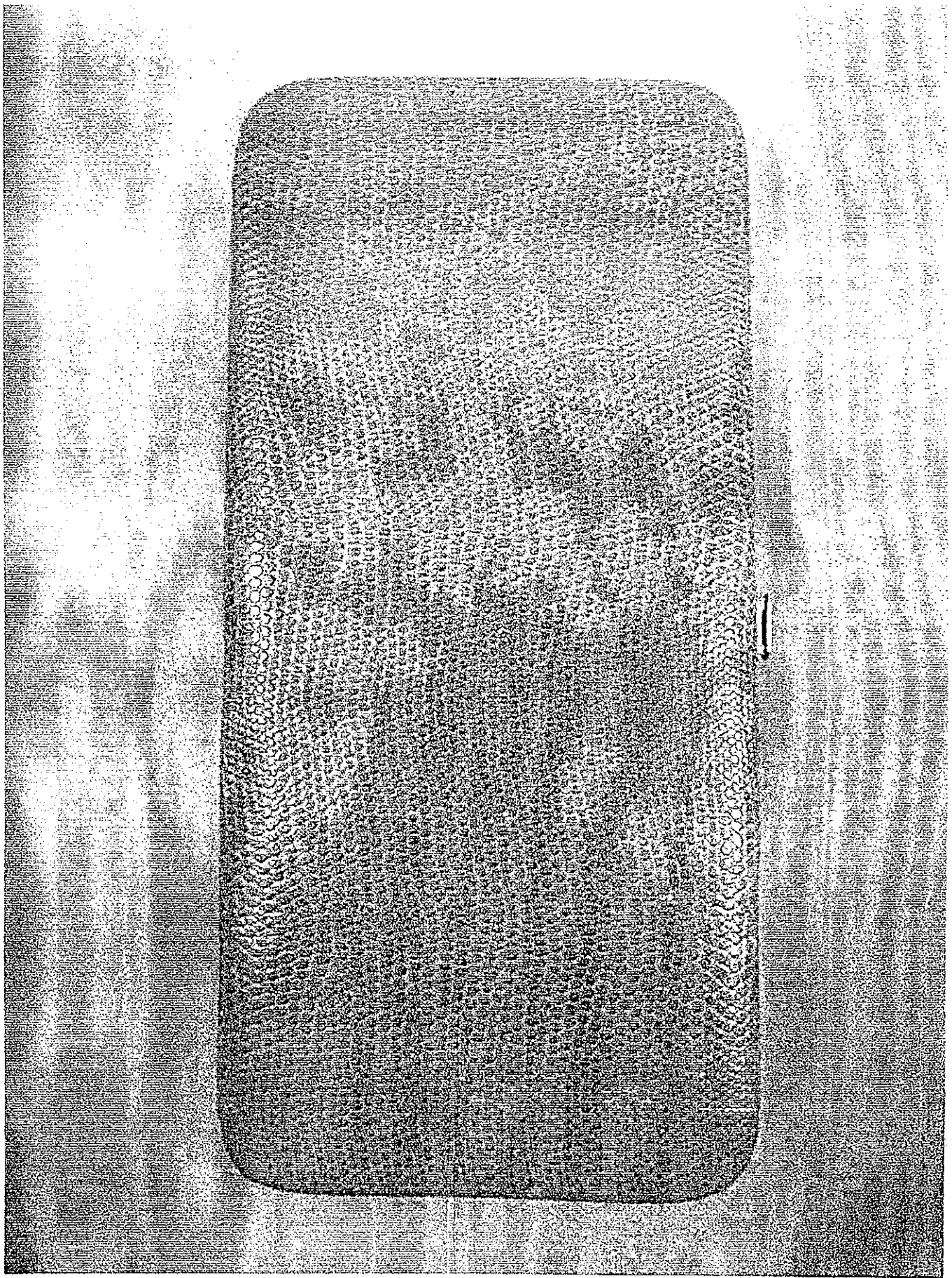
James M. Brewster

Printed Name

President

Title

Exhibit A



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



925-828-1440
www.TheNFL.com

Analytical Report

August 03, 2011

Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

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

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, www.TheNFL.com. Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable