

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 17-854336
)	
Plaintiff,)	[PROPOSED] CONSENT
)	JUDGMENT AS TO NICOLE, INC.
v.)	
)	
DB SHOE COMPANY, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
)	

1. DEFINITIONS

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

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

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

9 **2. INTRODUCTION**

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

12 2.2 On January 12, 2017, CEH served a 60-Day Notice of Violation under
13 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
14 & Safety Code §§ 25249.5, *et seq.*) (the “Notice”) to Settling Defendant, the California Attorney
15 General, the District Attorneys of every County in the State of California, and the City Attorneys
16 for every City in the State of California with a population greater than 750,000. The Notice
17 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in
18 footwear without first providing a clear and reasonable Proposition 65 warning.

19 2.3 On March 24, 2017, CEH filed the action *Center for Environmental Health v.*
20 *DB Shoe Company, LLC, et al.*, Case No. RG 17-854336, in the Superior Court of California for
21 Alameda County, naming Settling Defendant as a party.

22 2.4 Settling Defendant sells Covered Products in the State of California and has
23 done so in the past.

24 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
25 Court has jurisdiction over the allegations of violations contained in the operative Complaint
26 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
27 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
28 and that this Court has jurisdiction to enter this Consent Judgment.

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

3. INJUNCTIVE RELIEF

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

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

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

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

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

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

3.3 Action Regarding Specific Products.

3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in California the Nicole Lee Allison Shoes in Marina, DB Shoes SKU No. 25467, UPC No. 8-47161-06718-9, SKU No. PRT20940-MR, Style No. PRT20940 (the “Section 3.3

Products”). On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or customers that resell the Section 3.3. Products in California, and (ii) send instructions to its stores and/or customers that resell the Section 3.3. Products in California instructing them either to: (a) return all of the Section 3.3 Products to Settling Defendant for destruction; or (b) directly destroy the Section 3.3 Products.

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

3.3.3 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.

4. ENFORCEMENT

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

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

4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling Defendant within 45 days of the later of either the date the alleged violation(s) was or were observed or the date that CEH learns that the Covered Product was manufactured or sold by Settling Defendant, provided, however, that CEH may have up to an additional 45 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it from its laboratory.

4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the alleged violation, and of each

1 material or component that is alleged not to comply with the Lead Limits, including a
2 picture of the Covered Product and all identifying information on tags and labels, and (d)
3 all test data obtained by CEH regarding the Covered Product and related supporting
4 documentation, including all laboratory reports, quality assurance reports and quality
5 control reports associated with testing of the Covered Products. Such Notice of Violation
6 shall be based at least in part upon total acid digest testing performed by an independent
7 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
8 themselves sufficient to support a Notice of Violation, although any such testing may be
9 used as additional support for a Notice. The Parties agree that the sample Notice of
10 Violation attached hereto as Exhibit A is sufficient in form to satisfy the requirements of
11 subsections (c) and (d) of this Section 4.2.2.

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

22 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four
23 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
24 fines, costs, penalties, or remedies are provided by law for failure to comply with the
25 Consent Judgment. For purposes of determining the number of Notices of Violation
26 pursuant to this Section 4.2.4, the following shall be excluded:

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

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

3 4.3 **Notice of Election.** Within thirty (30) days of receiving a Notice of Violation
4 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
5 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
6 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be
7 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
8 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
9 Environmental Health and included with Settling Defendant’s Notice of Election.

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

23 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
24 Settling Defendant shall include in its Notice of Election a detailed description of
25 corrective action that it has undertaken or proposes to undertake to address the alleged
26 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
27 Covered Product will no longer be offered by Settling Defendant or its customers for sale
28 in California. If there is a dispute over the sufficiency of the proposed corrective action or

1 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
2 meet and confer before seeking the intervention of the Court to resolve the dispute. In
3 addition to the corrective action, Settling Defendant shall make a contribution to the
4 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
5 Section 4.3.3 applies.

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

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

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

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

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

27 (ii) One thousand five hundred dollars (\$1,500) if Settling
28 Defendant is in violation of Section 3.2 only insofar as that Section deems

1 Settling Defendant to have “offered for sale to California consumers” a
2 product sold at retail by Settling Defendant’s customer, provided however,
3 that no contribution is required or payable if Settling Defendant has already
4 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
5 this subsection. This subsection shall apply only to Covered Products that
6 Settling Defendant demonstrates were shipped prior to the Effective Date;
7 or

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

12 **5. PAYMENTS**

13 **5.1 Payments by Settling Defendant.** Settling Defendant shall pay the total sum of
14 \$30,000 as a settlement payment according to the following schedule: (a) on or before November
15 1, 2017: \$15,000; and (b) on or before December 1, 2017: \$15,000. Any failure by Settling
16 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be
17 paid by Settling Defendant in the amount of \$100 for each day the full payment is not received
18 after the applicable date set forth herein. The total settlement amount for Settling Defendant shall
19 be paid and allocated as follows:

20 **5.1.1** Settling Defendant shall pay the sum of \$5,620 as a civil penalty pursuant
21 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
22 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
23 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the
24 OEHHA portion of the civil penalty payment in the total amount of \$4,215 shall be made payable
25 to OEHHA and associated with taxpayer identification number 68-0284486. This total amount
26 shall be made in two payments of \$2,107.50 each payable on or before November 1, 2017 and on
27 or before December 1, 2017 and delivered as follows:
28

1 For United States Postal Service Delivery:

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

7 For Non-United States Postal Service Delivery:

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

13 The CEH portion of the civil penalty payment in the total amount of \$1,405 shall be made
14 payable to the Center For Environmental Health and associated with taxpayer identification
15 number 94-3251981. This total amount shall be made in two payments of \$702.50 each payable
16 on or before November 1, 2017 and on or before December 1, 2017 and delivered to Lexington
17 Law Group, 503 Divisadero Street, San Francisco, CA 94117.

18 5.1.2 Settling Defendant shall pay the total sum of \$4,215 as an Additional
19 Settlement Payment ("ASP") to CEH pursuant to Health & Safety Code § 25249.7(b), and
20 California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's
21 Toxics and Youth Fund and use them to support CEH programs and activities that seek to educate
22 the public about lead and other toxic chemicals in consumer products that are marketed to youth,
23 expand its use of social media to communicate with youth in California about the risks of
24 exposures to lead and other toxic chemicals in the products they use and about ways to reduce
25 those exposures, work with industries that market products to youth to reduce exposure to lead
26 and other toxic chemicals, and thereby reduce the public health impacts and risks of exposure to
27 lead and other toxic chemicals in consumer products that are marketed to youth in California.
28 CEH shall obtain and maintain adequate records to document that ASP funds are spent on these
activities and CEH agrees to provide such documentation to the Attorney General within thirty
days of any request from the Attorney General. The payment pursuant to this Section shall be
made payable to the Center for Environmental Health and associated with taxpayer identification

1 number 94-3251981. The total amount under this section shall be made in two payments of
2 \$2,107.50 each payable on or before November 1, 2017 and on or before December 1, 2017 and
3 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

4 5.1.3 Settling Defendant shall also separately pay the total sum of \$20,165 to the
5 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
6 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
7 Law Group and associated with taxpayer identification number 94-3317175. The total amount
8 under this section shall be made in two payments of \$10,082.50 each payable on or before
9 November 1, 2017 and on or before December 1, 2017 and delivered to Lexington Law Group,
10 503 Divisadero Street, San Francisco, CA 94117.

11 **6. MODIFICATION**

12 6.1 **Written Consent.** This Consent Judgment may be modified from time to
13 time by express written agreement of the Parties with the approval of the Court, or by an order of
14 this Court upon motion and in accordance with law.

15 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
16 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
17 modify the Consent Judgment.

18 **7. CLAIMS COVERED AND RELEASED**

19 7.1 Provided that Settling Defendant complies in full with its obligations under
20 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
21 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
22 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
23 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
24 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
25 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
26 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
27 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
28 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling

1 Defendant prior to the Effective Date.

2 7.2 Provided that Settling Defendant complies in full with its obligations under
3 Section 5 hereof, 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 Provided that Settling Defendant complies in full with its obligations under
7 Section 5 hereof, this Consent Judgment resolves all monetary claims CEH has asserted against
8 Settling Defendant and any of its retail customers under Fashion Accessory Testing Fund Notices
9 of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

10 **8. NOTICE**

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

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

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

20 Robyn C. Crowther
21 Boies Schiller Flexner LLP
22 725 S. Figueroa St., 31st Floor
23 Los Angeles, CA 90017
24 RCrowther@BSFLLP.com

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

27 **9. COURT APPROVAL**

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

9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or

1 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
2 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

3 **10. ATTORNEYS' FEES**

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

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

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

17 **11. OTHER TERMS**

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

20 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
21 Defendant, and the successors or assigns but not licensees of any of them.

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

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

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

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

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

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


18 11.8 The Parties, including their counsel, have participated in the preparation of
19 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
20 This Consent Judgment was subject to revision and modification by the Parties and has been
21 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
22 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
23 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
24 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
25 be resolved against the drafting Party should not be employed in the interpretation of this Consent
26 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED:

Dated: _____ Judge of the Superior Court

IT IS SO STIPULATED:
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

NICOLE, INC.

Signature

Printed Name

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED:

Dated: _____

Judge of the Superior Court

IT IS SO STIPULATED:

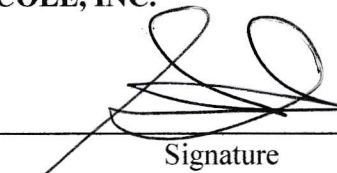
CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

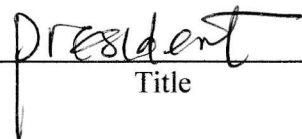
NICOLE, INC.



Signature



Printed Name



Title

Exhibit A



Q 072018 91 700
S0438W
BHU

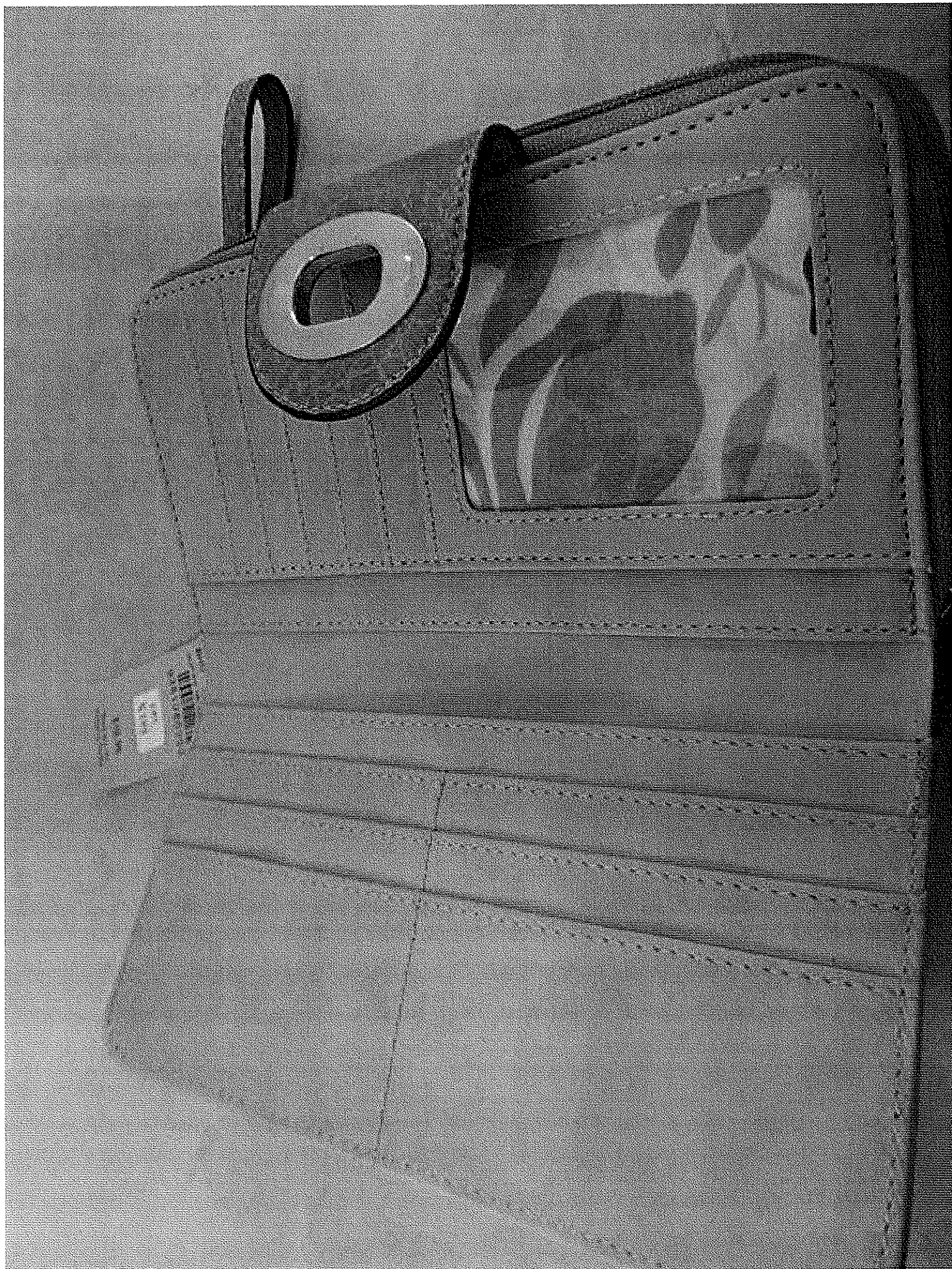
MAILED WITH TUNING FOR



9381060000

FAT
5243

310



S0768 072018 61 790
S0438W
BHJ

BLUES

WALLET WITH TOWN LOG



9381060000

FAT

5243

\$19.95

Thank you for
shopping



Curtis & Tompkins, Ltd.

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

Result	RL
1,800	220

RL= Reporting Limit



Curtis & Tompkins, Ltd.

Batch QC Report

Lead

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

Result

RL

ND

0.52

ND= Not Detected

RL= Reporting Limit



Curtis & Tompkins, Ltd.

Batch QC Report

Lead

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

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

RPD= Relative Percent Difference