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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, <div style="text-align: center;">Plaintiff,</div> <div style="text-align: center;">v.</div> CORNERSTONE APPAREL, INC., <i>et al.</i> , <div style="text-align: center;">Defendants.</div>)))))))))))))	Case No. RG 18-933923 [PROPOSED] CONSENT JUDGMENT AS TO DESS, INC.
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1. DEFINITIONS

1.1 “Covered Products” means belts 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” collectively and “Party”
11 individually) are the Center for Environmental Health (“CEH”) and Defendant Dess, Inc.
12 (“Settling Defendant”).

13 2.2 On September 28, 2018, CEH served a 60-Day Notice of Violation under
14 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
15 & Safety Code §§ 25249.5, *et seq.*) (the “Notice”) to Settling Defendant, the California Attorney
16 General, the District Attorneys of every County in the State of California, and the City Attorneys
17 for every City in the State of California with a population greater than 750,000. The Notice
18 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in
19 Covered Products without first providing a clear and reasonable Proposition 65 warning.

20 2.3 On December 28, 2018, CEH filed the action *Center for Environmental*
21 *Health v. Cornerstone Apparel, Inc., et al.*, Case No. 18-933923, in the Superior Court of
22 California for Alameda County, naming Settling Defendant as a defendant. On February 13,
23 2019, CEH filed the operative First Amended Complaint (the “Complaint”).

24 2.4 Settling Defendant sells Covered Products in the State of California and has
25 done so in the past.

26 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
27 Court has jurisdiction over the allegations of violations contained in Complaint and personal
28 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in

1 the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

2 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
3 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
4 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
5 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
6 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
7 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
8 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
9 this action.

10 **3. INJUNCTIVE RELIEF**

11 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
12 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead
13 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable
14 efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

15 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall
16 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
17 any Covered Product that will be sold or offered for sale to California consumers that contains a
18 material or is made of a component that exceeds the following Lead Limits:

19 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

20 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

21 3.2.3 All other materials or components other than cubic zirconia (sometimes
22 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

23 For purposes of this Section 3.2, when Settling Defendant’s direct customer sells
24 or offers for sale to California consumers a Covered Product more than 90 days after the Effective
25 Date, Settling Defendant is deemed to have “offered for sale to California consumers” that
26 Covered Product.

27 3.3 **Action Regarding Specific Products.**

28 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in

1 California the Chocolate U.S.A. Belt in Tan (sold with Chocolate U.S.A. Striped Shorts in
2 Pink, Style No. HSP6301, SKU No. 8253275468) (the “Section 3.3 Product”). On or
3 before the Effective Date, Settling Defendant shall also: (i) cease shipping the Section 3.3
4 Product to any of its stores and/or customers that resell the Section 3.3. Product in
5 California, and (ii) send instructions to its stores and/or customers that resell the Section
6 3.3. Product in California instructing them either to: (a) return all of the Section 3.3
7 Products to Settling Defendant for destruction; or (b) directly destroy the Section 3.3
8 Products.

9 3.3.2 Any destruction of the Section 3.3 Product shall be in compliance with all
10 applicable laws.

11 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall
12 provide CEH with written certification from Settling Defendant confirming compliance
13 with the requirements of this Section 3.3.

14 **4. ENFORCEMENT**

15 4.1 Any Party may, after meeting and conferring, by motion or application for an
16 order to show cause before this Court, enforce the terms and conditions contained in this Consent
17 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
18 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

19 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
20 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

21 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
22 Defendant within 45 days of the later of either the date the alleged violation(s) was or
23 were observed or the date that CEH learns that the Covered Product was manufactured or
24 sold by Settling Defendant, provided, however, that CEH may have up to an additional 45
25 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if
26 CEH has not yet obtained the test data from its laboratory.

27 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a
28 minimum, set forth for each Covered Product: (a) the date(s) the alleged violation(s) was

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

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

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

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

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

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

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

25 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
26 Settling Defendant shall include in its Notice of Election a detailed description of
27 corrective action that it has undertaken or proposes to undertake to address the alleged
28 violation. Any such correction shall, at a minimum, provide reasonable assurance that the

1 Covered Product will no longer be offered by Settling Defendant or its customers for sale
2 in California. If there is a dispute over the sufficiency of the proposed corrective action or
3 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
4 meet and confer before seeking the intervention of the Court to resolve the dispute. In
5 addition to the corrective action, Settling Defendant shall make a contribution to the
6 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
7 Section 4.3.3 applies.

8 **4.3.3 Limitations in Non-Contested Matters.**

9 (a) If it elects not to contest a Notice of Violation before any motion
10 concerning the violation(s) at issue has been filed, the monetary liability of Settling
11 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
12 4.3.3, if any.

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

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

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

1 (ii) One thousand five hundred dollars (\$1,500) if Settling
2 Defendant is in violation of Section 3.2 only insofar as that Section deems
3 Settling Defendant to have “offered for sale to California consumers” a
4 product sold at retail by Settling Defendant’s customer, provided however,
5 that no contribution is required or payable if Settling Defendant has already
6 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
7 this subsection. This subsection shall apply only to Covered Products that
8 Settling Defendant demonstrates were shipped prior to 90 days after the
9 Effective Date; or

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

14 **5. PAYMENTS**

15 5.1 **Payments by Settling Defendant.** Within fifteen (15) days of the Effective Date,
16 Settling Defendant shall pay the total sum of \$35,000 as a settlement payment. Any failure by
17 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
18 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not
19 received after the applicable date set forth herein. The total settlement amount for Settling
20 Defendant shall be paid in five separate checks made payable and allocated as follows:

21 5.1.1 Settling Defendant shall pay the sum of \$4,670 as a civil penalty pursuant
22 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
23 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
24 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the
25 OEHHA portion of the civil penalty payment in the amount of \$3,502.50 shall be made payable
26 to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall
27 be delivered as follows:
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For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment in the amount of \$1,167.50 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.

5.1.2 Settling Defendant shall pay the sum of \$3,500 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics and Youth Fund and use them to support CEH programs and activities 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 exposure to lead and other toxic chemicals in consumer products that are marketed to youth in California. CEH shall obtain and maintain adequate records to document that ASP funds are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty 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 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

1 5.1.3 Settling Defendant shall also separately pay the sum of \$26,830 as
2 reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs. This payment shall be
3 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117. The
4 attorneys’ fees and cost reimbursement shall be made in two separate checks as follows: (a)
5 \$22,545 payable to the Lexington Law Group and associated with taxpayer identification number
6 94-3317175; and (b) \$4,285 payable to the Center for Environmental Health and associated with
7 taxpayer identification number 94-3251981. These payments shall be delivered to Lexington
8 Law Group, 503 Divisadero Street, San Francisco, CA 94117.

9 **6. MODIFICATION**

10 6.1 **Written Consent.** This Consent Judgment may be modified from time to
11 time by express written agreement of the Parties with the approval of the Court, or by an order of
12 this Court upon motion and in accordance with law.

13 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
14 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
15 modify the Consent Judgment.

16 **7. CLAIMS COVERED AND RELEASED**

17 7.1 Provided that Settling Defendant complies in full with its obligations under
18 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
19 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
20 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
21 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
22 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
23 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
24 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
25 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
26 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
27 Defendant prior to the Effective Date.

28 7.2 Provided that Settling Defendant complies in full with its obligations under

1 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
2 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
3 Settling Defendant.

4 7.3 Provided that Settling Defendant complies in full with its obligations under
5 Section 5 hereof, this Consent Judgment resolves all monetary claims CEH has asserted against
6 Settling Defendant and any of the Defendant Releasees and Downstream Defendant Releasees
7 under Fashion Accessory Testing Fund Notices of Violation issued or to be issued by CEH that
8 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 Howard Hirsch
13 Lexington Law Group
14 503 Divisadero Street
15 San Francisco, CA 94117
16 hhirsch@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 James A. Geocaris
20 Lewis Brisbois
21 650 Town Center Drive, Suite 1400
22 Costa Mesa, CA 92626
23 James.Geocaris@lewisbrisbois.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 or Settling Defendant prevail on any motion, application for an
4 order to show cause or other proceeding relating to enforcement of this Consent Judgment, the
5 prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred as a result of
6 such motion, application, or other proceeding.

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

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

11 **11. OTHER TERMS**

12 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
13 of California.

14 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
15 Defendant, and the successors or assigns of any of them.

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

1 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
2 that Settling Defendant might have against any other party.

3 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
4 Consent Judgment.

5 11.6 The stipulations to this Consent Judgment may be executed in counterparts
6 and by means of facsimile or portable document format (pdf), which taken together shall be
7 deemed to constitute one document.

8 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
9 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
10 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
11 Party.

12 11.8 The Parties, including their counsel, have participated in the preparation of
13 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
14 This Consent Judgment was subject to revision and modification by the Parties and has been
15 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
16 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
17 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
18 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
19 be resolved against the drafting Party should not be employed in the interpretation of this Consent
20 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

21 **IT IS SO ORDERED:**


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23 Dated: _____

Judge of the Superior Court

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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature

Michael Green

Printed Name

CEO

Title

DESS, INC.

Signature

Printed Name

Title

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IT IS SO STIPULATED:
CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

DESS, INC.

Daniel Jr.

Signature

Dantela Coe

Printed Name

Vice President

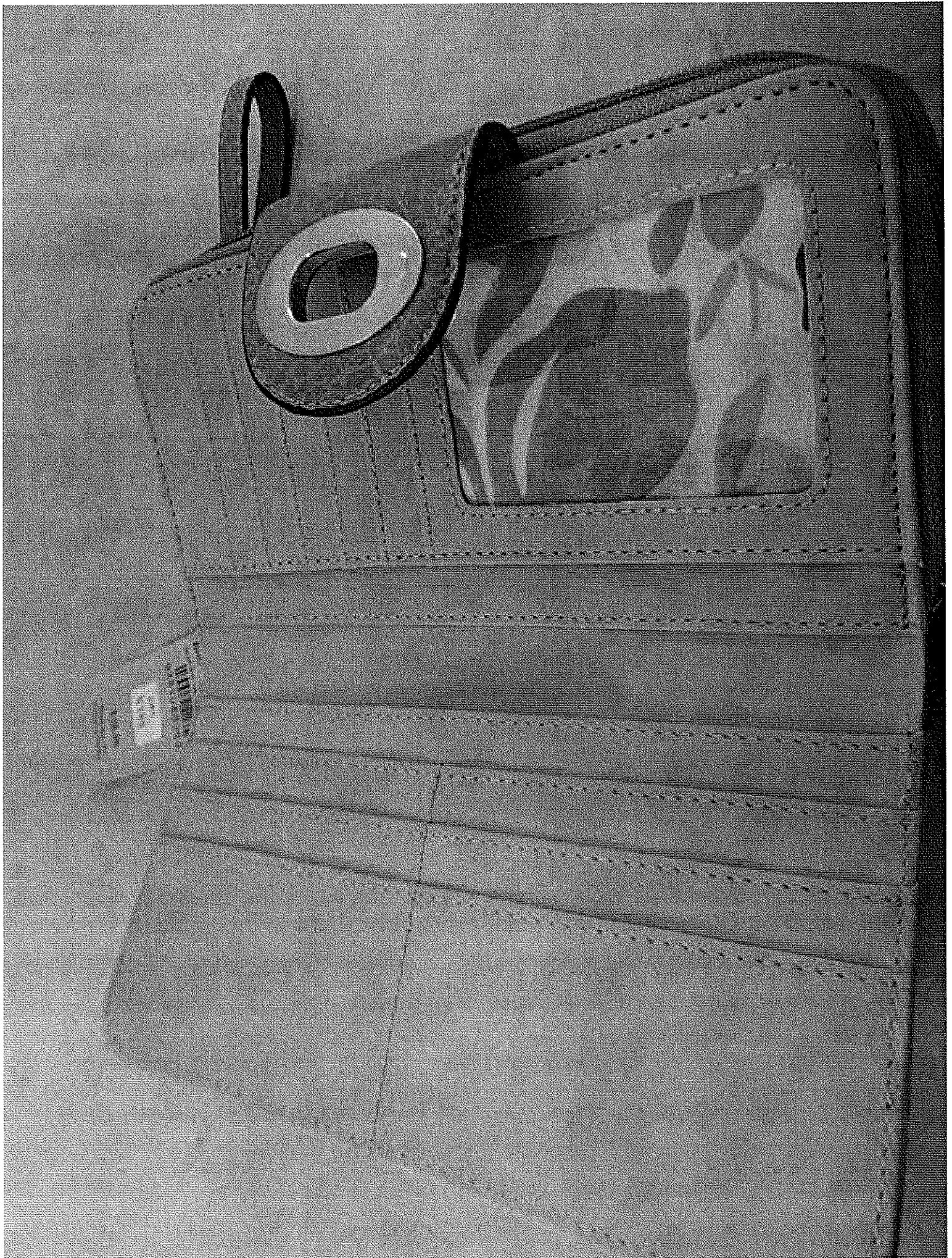
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Exhibit A



072010 91 700
S0438W
BHU
MADE WITH RECYCLED PAPER
9381060000
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310



50769 072018 61 700
S0438W
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WALLET WITH TOWN LOGO



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Thank you for
shopping [REDACTED]



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

Result	RL
1,800	220



Batch QC Report

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

Result	RL
ND	0.52



Batch QC Report

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

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

RPD= Relative Percent Difference