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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,) Case No. RG 18-933923
)
Plaintiff,) **[PROPOSED] CONSENT**
) **JUDGMENT AS TO ORLY SHOE**
v.) **CORP.**
)
CORNERSTONE APPAREL, INC., *et al.*,)
)
Defendants.)
)
)
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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” has the meaning defined in 16 C.F.R. §
2 1303.2(b), as amended from time to time.¹

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

5 **2. INTRODUCTION**

6 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
7 Environmental Health (“CEH”), on the one hand, and Defendant Orly Shoe Corp. (“Settling
8 Defendant”), on the other hand.

9 2.2 On February 28, 2020, CEH served a 60-Day Notice of Violation under
10 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
11 & Safety Code §§ 25249.5, *et seq.*) (the “Notice”) on Settling Defendant, the California Attorney
12 General, the District Attorneys of every County in the State of California, and the City Attorneys
13 for every City in the State of California with a population greater than 750,000. The Notice
14 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in
15 Covered Products without first providing a clear and reasonable Proposition 65 warning.

16 2.3 Settling Defendant sells Covered Products in the State of California and has
17 done so in the past.

18 2.4 For purposes of this Consent Judgment only, the Parties stipulate that this
19 Court has jurisdiction over the allegations of violations contained in the operative Complaint
20 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
21 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
22 and that this Court has jurisdiction to enter this Consent Judgment.

23 2.5 Nothing in this Consent Judgment is or shall be construed as an admission by
24

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

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

8 **3. INJUNCTIVE RELIEF**

9 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
10 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead
11 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable
12 efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

13 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall
14 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
15 any Covered Product that will be sold or offered for sale to California consumers that contains a
16 material or is made of a component that exceeds the following Lead Limits:

17 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

18 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

19 3.2.3 All other materials or components other than cubic zirconia (sometimes
20 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

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

24 3.3 **Action Regarding Specific Products.**

25 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling in
26 California: (a) the Charlotte Russe Patent Leather Thong Sandals in Neon Pink, SKU No.
27 SHO11-825-75679149-6, Style No. 18291; (b) the Charlotte Russe Braided Double Strap
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1 Sandals in Beige and White, SKU No. SHO11-161-75678807-9, Style No. 21092; (c) the
2 Charlotte Russe Criss Cross Wide Strap Slide in Gold, SKU No. SHO11-161-75678153-7,
3 Style No. 21092; (d) the Charlotte Russe Braided Criss Cross Strappy Sandals in Blush
4 Pink, SKU No. SHO11-825-75678700-3, Style No. 12801; (e) the Charlotte Russe
5 Braided Criss Cross Strappy Sandals in White, SKU No. SHO11-825-75678548-5, Style
6 No. 12801; (f) the Charlotte Russe Criss Cross Wide Strap Slide in Black, SKU No.
7 SHO11-139-75678328-1, Style No. 21092; (g) the Charlotte Russe Braided Criss Cross
8 Strappy Sandals in Black, SKU No. SHO11-825-75678483-4, Style No. 12801; (h) the
9 Charlotte Russe Woven Strappy Flip Flop Sandals in Tan, SKU No. SHO11-139-
10 75679194-9, Style No. 28120; (i) the Charlotte Russe Woven Strappy Flip Flop Sandals in
11 Black, SKU No. SHO11-139-75678328-1, Style No. 28120; (j) the Charles Albert Faux
12 Suede Slide Sandals in Taupe, SKU No. 88888888011, Style: Slide Sandal; and (k) the
13 Charles Albert Faux Leather Studded Gladiator Sandals in Black, SKU No. 6-
14 9146647846-7, Style No. NEW-13581. On or before the Effective Date, Settling
15 Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or
16 customers that resell the Section 3.3. Products in California, and (ii) send instructions to
17 its stores and/or customers that resell the Section 3.3. Products in California instructing
18 them either to: (a) return all units of the Section 3.3 Product to Settling Defendant for
19 destruction; or (b) directly destroy all units of the Section 3.3 Products.

20 3.3.2 Any destruction of any Section 3.3 Product shall be in compliance with all
21 applicable laws.

22 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall
23 provide CEH with written certification from Settling Defendant confirming compliance
24 with the requirements of this Section 3.3.

25 3.4 **Warnings for Covered Products.**

26 3.4.1 **Interim Warning Option.** A Covered Product purchased, imported or
27 Manufactured by Settling Defendant before the Effective Date, may, as an alternative to
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1 meeting the Lead Limits, be sold or offered for retail sale in California with a Clear and
2 Reasonable Warning that complies with the provision of Section 3.4.2.

3 3.4.2 **Proposition 65 Warnings.** A clear and Reasonable Warning under this
4 Consent Judgment shall state either:

5 WARNING: This product contains lead, a chemical known to the State of California to
6 cause birth defects or other reproductive harm. Do not allow children to mouth or chew.

7 OR

8 WARNING: This product contains lead, a chemical known to the State of California to
9 cause birth defects or other reproductive harm. Do not mouth or chew.

10 OR

11 WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov

12 This statement shall be prominently displayed on the Covered Product or the packaging of
13 the Covered Product, or otherwise affixed or attached to the Covered Product via hang tag or
14 other means, with such conspicuousness, as compared with other words, statements or designs as
15 to render it likely to be read and understood by an ordinary individual prior to sale. For internet,
16 catalog or any other sale where the consumer is not physically present and cannot see a warning
17 displayed on the Covered Product or the packaging of the Covered Product prior to purchase or
18 payment, the warning statement shall be displayed in such a manner that it is likely to be read and
19 understood prior to the authorization of or actual payment.

20 **4. ENFORCEMENT**

21 4.1 Any Party may, after meeting and conferring, by motion or application for an
22 order to show cause before this Court, enforce the terms and conditions contained in this Consent
23 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
24 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

25 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
26 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

27 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
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1 Defendant within 45 days of the later of either the date the alleged violation(s) was or
2 were observed or the date that CEH learns that the Covered Product was manufactured or
3 sold by Settling Defendant, provided, however, that CEH may have up to an additional 45
4 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if
5 it has not yet obtained it from its laboratory.

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

22 **4.2.3 Additional Documentation.** CEH shall promptly make available for
23 inspection and/or copying upon request by and at the expense of Settling Defendant, all
24 supporting documentation related to the testing of the Covered Products and associated
25 quality control samples, including chain of custody records, all laboratory logbook entries
26 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
27 from all analytical instruments relating to the testing of Covered Product samples and any
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1 and all calibration, quality assurance, and quality control tests performed or relied upon in
2 conjunction with the testing of the Covered Products, obtained by or available to CEH that
3 pertains to the Covered Product’s alleged noncompliance with Section 3 and, if available,
4 any exemplars of Covered Products tested. The Additional Documentation contemplated
5 by this Section 4.2.3 will be provided to Settling Defendant in unredacted form.

6 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four
7 Notices of Violation, as defined in Section 4.2, in any 12-month period, at CEH’s option,
8 CEH may seek whatever fines, costs, penalties, or remedies are provided by law for
9 failure to comply with the Consent Judgment. For purposes of determining the number of
10 Notices of Violation 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
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1 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
2 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
3 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
4 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
5 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
6 other data regarding the alleged violation, it shall promptly provide all such data or
7 information to the other Party.

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

19 **4.3.3 Limitations in Non-Contested Matters.**

20 (a) If it elects not to contest a Notice of Violation before any motion
21 concerning the violation(s) at issue has been filed, the monetary liability of Settling
22 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
23 4.3.3, if any.

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

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

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

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

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

1 **5. PAYMENTS**

2 **5.1 Payments by Settling Defendant.** Within fifteen (15) days of the Effective Date,
3 Settling Defendant shall pay the total sum of \$40,000 as a settlement payment. Any failure by
4 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
5 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not
6 received after the applicable date set forth herein. The late fees required under this Section shall
7 be recoverable, together with reasonable attorney’s fees, in an enforcement proceeding brought
8 pursuant to Section 4.1 of this Consent Judgment. The total settlement amount for Settling
9 Defendant shall be paid in five (5) separate checks made payable and allocated as follows:

10 5.1.1 Settling Defendant shall pay the sum of \$5,360 as a civil penalty pursuant
11 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
12 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
13 California’s Office of Environmental Health Hazard Assessment (“OEHHA”). Accordingly, the
14 OEHHA portion of the civil penalty payment in the amount of \$4,020 shall be made payable to
15 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
16 delivered as follows:

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

21 For Non-United States Postal Service Delivery:
22 Attn: Mike Gyurics
23 Fiscal Operations Branch Chief
24 Office of Environmental Health Hazard Assessment
 1001 I Street, MS #19B
 Sacramento, CA 95814

25 The CEH portion of the civil penalty payment in the amount of \$1,340 shall be made
26 payable to the Center for Environmental Health and associated with taxpayer identification
27 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
28 Street, San Francisco, CA 94117.

1 5.1.2 Settling Defendant shall pay the sum of \$4,015 as an Additional Settlement
2 Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code
3 of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics and Youth
4 Fund and use them to support CEH programs and activities that seek to educate the public about
5 Lead and other toxic chemicals in consumer products that are marketed to youth, expand its use
6 of social media to communicate with youth in California about the risks of exposures to Lead and
7 other toxic chemicals in the products they use and about ways to reduce those exposures, work
8 with industries that market products to youth to reduce exposure to Lead and other toxic
9 chemicals, and thereby reduce the public health impacts and risks of exposure to Lead and other
10 toxic chemicals in consumer products that are marketed to youth in California. CEH shall obtain
11 and maintain adequate records to document that ASP funds are spent on these activities and CEH
12 agrees to provide such documentation to the Attorney General within thirty (30) days of any
13 request from the Attorney General. The payment pursuant to this Section shall be made payable
14 to the Center for Environmental Health and associated with taxpayer identification number 94-
15 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
16 Francisco, CA 94117.

17 5.1.3 Settling Defendant shall also separately pay the sum of \$30,625 as
18 reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs (including but not
19 limited to expert and investigative costs). The attorneys’ fees and cost reimbursement shall be
20 made in two (2) separate checks as follows: (a) \$25,740 payable to the Lexington Law Group and
21 associated with taxpayer identification number 94-3317175; and (b) \$4,885 payable to the Center
22 for Environmental Health and associated with taxpayer identification number 94-3251981. Both
23 of these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San
24 Francisco, CA 94117.

25 5.1.4 **Failure to Comply With Payment Obligations.** Notwithstanding the
26 provisions of the Enforcement of Judgments Law and California Code of Civil Procedure §
27 708.160, in the event that Settling Defendant does not comply fully with its payment obligations
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1 under Section 5, in addition to any other enforcement mechanism available to CEH, CEH may
2 obtain an order requiring Settling Defendant to submit to a Debtors Exam. In the event that
3 Settling Defendant fails to submit to any such Debtors Exam ordered by the Court, CEH may
4 seek an order holding Settling Defendant in contempt of Court.

5 **6. MODIFICATION**

6 6.1 **Written Consent.** This Consent Judgment may be modified from time to
7 time by express written agreement of the Parties with the approval of the Court, or by an order of
8 this Court upon motion and in accordance with law.

9 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
10 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
11 modify the Consent Judgment.

12 **7. CLAIMS COVERED AND RELEASED**

13 7.1 Provided that Settling Defendant complies in full with its obligations under
14 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on
15 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
16 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
17 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
18 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
19 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
20 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
21 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
22 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
23 Defendant prior to the Effective Date.

24 7.2 Provided that Settling Defendant complies in full with its obligations under
25 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
26 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
27 Settling Defendant.

1 **8. NOTICE**

2 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail to:

4 Howard Hirsch
5 Lexington Law Group
6 503 Divisadero Street
7 San Francisco, CA 94117
8 hhirsch@lexlawgroup.com

9 8.2 When Settling Defendant is entitled to receive any notice under this Consent
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 Carol Brophy
12 Steptoe & Johnson LLP
13 One Market Plaza
14 Spear Tower 39th Floor
15 San Francisco, CA 94105
16 cbrophy@steptoe.com

17 8.3 Any Party may modify the person and/or address to whom the notice is to be
18 sent by sending the other Party notice by first class and electronic mail.

19 **9. COURT APPROVAL**

20 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
21 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
22 shall support entry of this Consent Judgment.

23 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
24 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
25 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

26 **10. ATTORNEYS' FEES**

27 10.1 Should CEH prevail on any motion, application for an order to show cause, or
28 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 Defendant prevail on any motion application for an order to show cause, or other
proceeding, Settling Defendant may be awarded its 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

1 or application lacked substantial justification. For purposes of this Consent Judgment, the term
2 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
3 Code of Civil Procedure §§ 2016, *et seq.*

4 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
5 its own attorneys' fees and costs.

6 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
7 sanctions pursuant to law.

8 **11. OTHER TERMS**

9 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
10 of California.

11 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
12 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
13 assigns of any of them.

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

26 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
27 that Settling Defendant might have against any other party, whether or not that party is a Settling
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1 Defendant.

2 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 11.6 The stipulations to this Consent Judgment may be executed in counterparts
5 and by means of facsimile or portable document format (pdf), which taken together shall be
6 deemed to constitute one document.

7 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
8 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
9 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
10 Party.

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

20 **IT IS SO ORDERED:**

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22 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

ORLY SHOE CORP.

Signature

Printed Name

Title

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IT IS SO STIPULATED:
CENTER FOR ENVIRONMENTAL HEALTH

Signature

Printed Name

Title

ORLY SHOE CORP.



Signature

Nabeel Shaikh

Printed Name

Chief Operating Officer

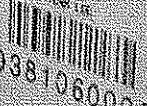
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Exhibit A



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S0438W
BHU

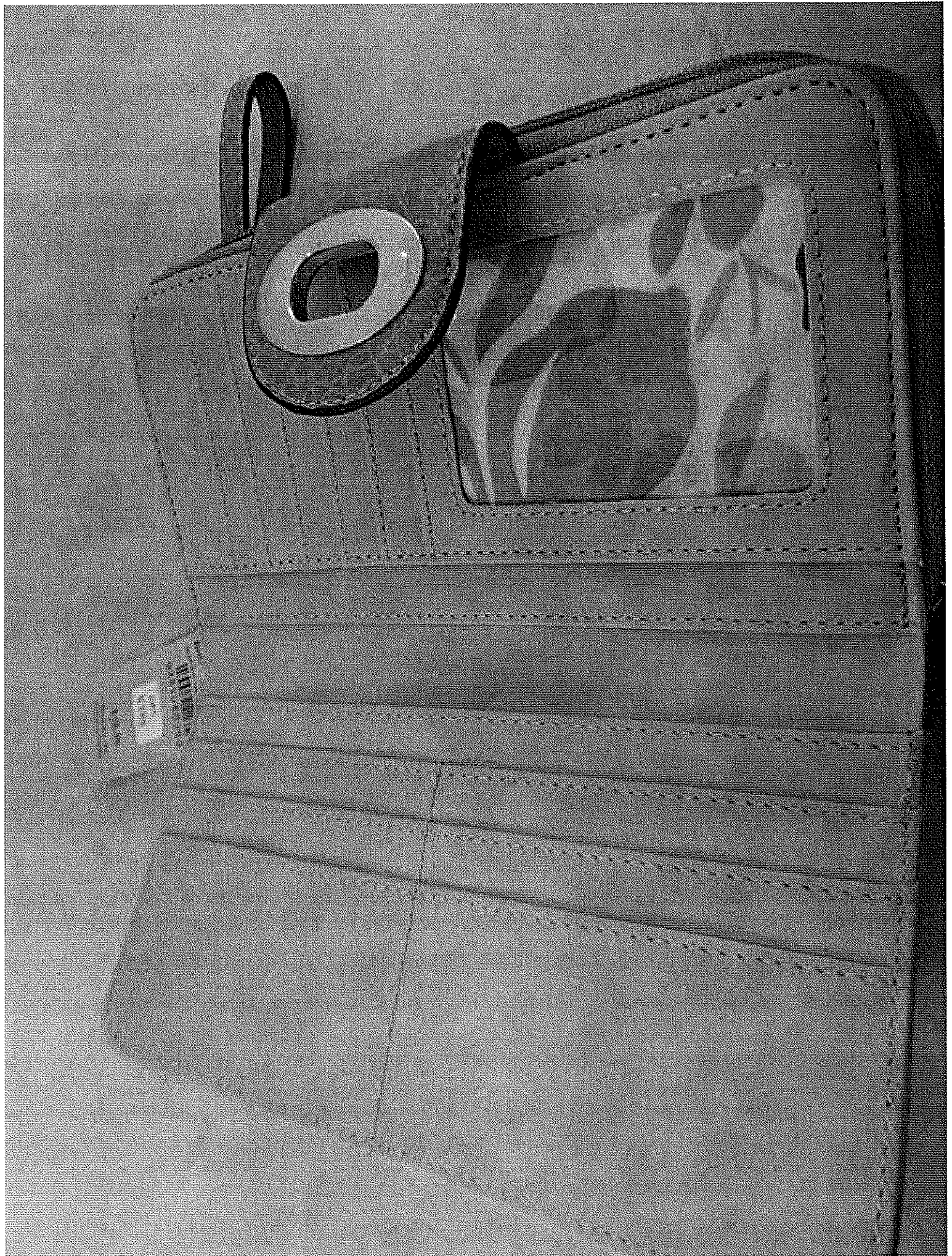
MAILED WITH FLUORIDE



9381060000

F71
5243

310



50769 072018 61 700
S0438W
BHU

BLUISH

WALLET WITH TOWN LOGO



9381060000

FAT
5243

\$19.95

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

RL= Reporting Limit



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