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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 BOOHOO.COM
v.)	UK LIMITED
)	
CORNERSTONE APPAREL, INC., <i>et al.</i> ,)	
)	
Defendants.)	
)	

1. DEFINITIONS

- 1.1 “Accessible Component” means a component of a Covered Product that could be touched by a person during normal and reasonably foreseeable use.
- 1.2 “Covered Products” means wallets, handbags, purses, and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendant.
- 1.3 “Compliance Date” means March 31, 2020.
- 1.4 “Effective Date” means the date on which this Consent Judgment is entered by the Court.

1 1.5 “Lead Limits” means the maximum concentrations of lead and lead
2 compounds (“Lead”) by weight specified in Section 3.2.

3 1.6 “Manufactured” and “Manufactures” means to manufacture, produce, or
4 assemble.

5 1.7 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
6 with or without a suspension of finely divided coloring matter, which changes to a solid film
7 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
8 This term does not include printing inks or those materials which actually become a part of the
9 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
10 the substrate, such as by electroplating or ceramic glazing.

11 1.8 “Vendor” means a person or entity that Manufactures, imports, distributes, or
12 supplies a Covered Product to Settling Defendant.

13 **2. INTRODUCTION**

14 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
15 Environmental Health (“CEH”) and Defendant Boohoo.com UK Limited (“Settling Defendant”).

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

23 2.3 On December 28, 2018, CEH filed the action *Center for Environmental*
24 *Health v. Cornerstone, Inc., et al.*, Case No. RG 18-933923, in the Superior Court of California
25 for Alameda County. On February 13, 2019, CEH filed the operative First Amended Complaint
26 naming Settling Defendant as a defendant in that action.

27 2.4 Settling Defendant sells Covered Products in the State of California and has
28 done so in the past.

1 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
2 Court has jurisdiction over the allegations of violations contained in the operative Complaint
3 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling
4 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
5 and that this Court has jurisdiction to enter this Consent Judgment.

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

14 **3. INJUNCTIVE RELIEF**

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

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

24 3.2.1 Paint or other Surface Coatings on Accessible Components: 90 parts per
25 million (“ppm”).

26 3.2.2 Polyvinyl chloride (“PVC”) on Accessible Components: 200 ppm.

27 3.2.3 All other Accessible Components other than cubic zirconia (sometimes
28 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 Compliance 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 Settling Defendant has ceased selling in California: (a) the Yasmin Square Quilted Cross Body – True Yellow, SKU No. DZZ27044-660-35, Item No. SH1079958; (b) the Belted Bumbag – Tan, SKU No. DZZ27028-166-35, Item No. SH1079563; and (c) the Jess Chevron Quilt Cross Body – Chartreuse, SKU No. DZZ27042-394-35, Item No. SH1079956 (the "Section 3.3 Products").

3.4 Warnings for Covered Products.

3.4.1 **Interim Warning Requirement.** A Covered Product purchased, imported or Manufactured by Settling Defendant that exceeds the Lead Limits may be sold or offered for retail sale prior to the Compliance Date in California only if it contains a Clear and Reasonable Warning that complies with the provisions of Section 3.4.3.

3.4.2 **Ongoing Warning Requirement.** A Covered Product purchased, imported or Manufactured by Settling Defendant that exceeds the Lead Limits may, as an alternative to meeting the Lead Limits, be sold or offered for retail sale after the Compliance Date if it contains a Clear and Reasonable Warning that complies with the provisions of Section 3.4.3, and if Settling Defendant maintains records that demonstrate that (a) Settling Defendant provided the notice required by Section 3.1 and (b) Settling Defendant provided an additional notice to the Vendor after receipt of the Covered Product that exceeds the Lead Limits to cease distribution of such product to the Settling Defendant unless and until the Lead Limits are met. To the extent that Settling Defendant has knowledge that a Vendor is nonetheless selling or offering for sale Covered Products that do not meet the Lead Limits, Settling Defendant may not thereafter purchase Covered Products from that Vendor.

3.4.3 **Clear and Reasonable Warning.** A Clear and Reasonable Warning under this Consent Judgment shall state:

1 **WARNING:** This product can expose you to lead, which is known to the State of
2 California to cause cancer and birth defects or other reproductive harm.

3 The word “**WARNING**” shall be in all capital letters and bold print. This statement shall
4 be prominently displayed on the Covered Product with such conspicuousness, as
5 compared with other words, statements, or designs as to render it likely to be read and
6 understood by an ordinary individual prior to sale. If the statement is displayed on a
7 placard or sign where the Covered Product is offered for sale, the warning placard or sign
8 must enable an ordinary individual to easily determine which specific Covered Products
9 the warning applies to, and to differentiate between that Covered Product and other
10 products to which the warning statement does not apply. For internet, catalog, or any
11 other sale where the consumer is not physically present, the warning statement shall be
12 displayed in such a manner that it is likely to be read and understood by an ordinary
13 individual prior to the authorization of or actual payment.

14 3.4.4 The warning requirements set forth herein are imposed pursuant to the
15 terms of this Consent Judgment, and are recognized by the parties as not being the
16 exclusive manner of providing a warning for the Covered Products. Warnings may be
17 provided as specified in the Proposition 65 regulations for consumer products in effect as
18 of the Effective Date (Title 27, California Code of Regulations, section 25601, *et seq.*) or
19 as such regulations may be amended in the future.

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
28 Defendant within 45 days of the later of either the date the alleged violation(s) was or

1 were observed or the date that CEH learns that the Covered Product was manufactured or
2 sold by Settling Defendant, provided, however, that CEH may have up to an additional 45
3 days to provide Settling Defendant with the test data required by Section 4.2.2(d) below if
4 it has not yet obtained it from its laboratory.

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

20 **4.2.3 Additional Documentation.** CEH shall promptly make available for
21 inspection and/or copying upon request by and at the expense of Settling Defendant, all
22 supporting documentation related to the testing of the Covered Products and associated
23 quality control samples, including chain of custody records, all laboratory logbook entries
24 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
25 from all analytical instruments relating to the testing of Covered Product samples and any
26 and all calibration, quality assurance, and quality control tests performed or relied upon in
27 conjunction with the testing of the Covered Products, obtained by or available to CEH that
28

1 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
2 any exemplars of Covered Products tested.

3 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four Non-
4 Contested Notices of Violation in any 12-month period, at CEH's option, CEH may seek
5 whatever fines, costs, penalties, or remedies are provided by law for failure to comply
6 with the Consent Judgment. For purposes of determining the number of Notices of
7 Violation pursuant to this Section 4.2.4, the following shall be excluded:

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

10 (b) A Notice of Violation that meets one or more of the conditions of
11 Section 4.3.3(b).

12 **4.3 Notice of Election.** Within sixty (60) days of receiving a Notice of Violation
13 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant
14 shall provide written notice to CEH stating whether it elects to contest the allegations contained in
15 the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
16 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
17 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
18 Environmental Health and included with Settling Defendant's Notice of Election.

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

1 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
2 other data regarding the alleged violation, it shall promptly provide all such data or
3 information to the other Party.

4 **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,
5 Settling Defendant shall include in its Notice of Election a detailed description of
6 corrective action that it has undertaken or proposes to undertake to address the alleged
7 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
8 Covered Product will no longer be offered by Settling Defendant or its customers for sale
9 in California. If there is a dispute over the sufficiency of the proposed corrective action or
10 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
11 meet and confer before seeking the intervention of the Court to resolve the dispute. In
12 addition to the corrective action, Settling Defendant shall make a contribution to the
13 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
14 Section 4.3.3 applies.

15 **4.3.3 Limitations in Non-Contested Matters.**

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

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

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

1 sales transaction on which the Notice of Violation is based. Settling
2 Defendant shall provide copies of such test results and supporting
3 documentation to CEH with its Notice of Election; or

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

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

17 **5. PAYMENTS**

18 **5.1 Payments by Settling Defendant.** Within fifteen (15) days of the Effective Date,
19 Settling Defendant shall pay the total sum of \$40,000 as a settlement payment. Any failure by
20 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
21 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not
22 received after the applicable date set forth herein. The total settlement amount for Settling
23 Defendant shall be paid in five separate checks made payable and allocated as follows:

24 **5.1.1** Settling Defendant shall pay the sum of \$5,360 as a civil penalty pursuant
25 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
26 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of
27 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the
28 OEHHA portion of the civil penalty payment in the amount of \$4,020 shall be made payable to

1 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be
2 delivered as follows:

3 For United States Postal Service Delivery:

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

9 For Non-United States Postal Service Delivery:

10 Attn: Mike Gyurics
11 Fiscal Operations Branch Chief
12 Office of Environmental Health Hazard Assessment
13 1001 I Street, MS #19B
14 Sacramento, CA 95814

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

19 5.1.2 Settling Defendant shall pay the sum of \$4,015 as an Additional Settlement
20 Payment ("ASP") to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code
21 of Regulations, Title 11, § 3204. CEH intends to place these funds in CEH's Toxics and Youth
22 Fund and use them to support CEH programs and activities that seek to educate the public about
23 lead and other toxic chemicals in consumer products that are marketed to youth, expand its use of
24 social media to communicate with youth in California about the risks of exposures to lead and
25 other toxic chemicals in the products they use and about ways to reduce those exposures, work
26 with industries that market products to youth to reduce exposure to lead and other toxic
27 chemicals, and thereby reduce the public health impacts and risks of exposure to lead and other
28 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.

1 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
2 CA 94117.

3 5.1.3 Settling Defendant shall also separately pay the sum of \$30,625 as
4 reimbursement of a portion of CEH's reasonable attorneys' fees and costs. This payment shall be
5 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117. The
6 attorneys' fees and cost reimbursement shall be made in two separate checks as follows: (a)
7 \$25,740 payable to the Lexington Law Group and associated with taxpayer identification number
8 94-3317175; and (b) \$4,885 payable to the Center for Environmental Health and associated with
9 taxpayer identification number 94-3251981. These payments shall be delivered to Lexington
10 Law Group, 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 Compliance 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 after the Compliance Date.

6 **8. NOTICE**

7 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
8 notice shall be sent by first class and electronic mail to:

9 Howard Hirsch
10 Lexington Law Group
11 503 Divisadero Street
12 San Francisco, CA 94117
13 hhirsch@lexlawgroup.com

14 8.2 When Settling Defendant is entitled to receive any notice under this Consent
15 Judgment, the notice shall be sent by first class and electronic mail to:

16 Angela Levin
17 580 California Street, Suite 1100
18 San Francisco, CA 94104
19 troutman sanders
20 angela.levin@troutman.com

21 8.3 Any Party may modify the person and address to whom the notice is to be sent
22 by sending each other Party notice by first class and electronic mail.

23 **9. COURT APPROVAL**

24 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
25 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
26 shall support entry of this Consent Judgment.

27 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
28 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

10. ATTORNEYS' FEES

10.1 Should CEH prevail on any motion, application for an order to show cause or

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

9 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
10 its own attorneys' fees and costs.

11 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
12 sanctions pursuant to law.

13 **11. TERMINATIONS**

14 11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendant
15 at any time after March 31, 2025, upon the provision of 30 days advanced written notice; such
16 termination shall be effective upon the subsequent filing of a notice of termination with Superior
17 Court of Alameda County.

18 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
19 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
20 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
21 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1
22 shall survive any termination.

23 **12. OTHER TERMS**

24 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
25 of California.

26 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
27 Defendant, and the successors or assigns of any of them.

28 12.3 This Consent Judgment contains the sole and entire agreement and

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

12 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
13 that Settling Defendant might have against any other party, whether or not that party is a Settling
14 Defendant.

15 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
16 Consent Judgment.

17 12.6 The stipulations to this Consent Judgment may be executed in counterparts
18 and by means of facsimile or portable document format (pdf), which taken together shall be
19 deemed to constitute one document.

20 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
21 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
22 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
23 Party.

24 12.8 The Parties, including their counsel, have participated in the preparation of
25 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
26 This Consent Judgment was subject to revision and modification by the Parties and has been
27 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
28 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
3 be resolved against the drafting Party should not be employed in the interpretation of this Consent
4 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

5 **IT IS SO ORDERED:**

6
7 Dated: _____

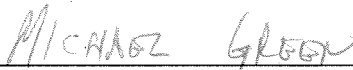
Judge of the Superior Court

8
9 **IT IS SO STIPULATED:**

10 **CENTER FOR ENVIRONMENTAL HEALTH**

11
12 

13 _____
Signature

14
15 

16 _____
Printed Name

17
18 

19 _____
Title

20 **BOOHOO.COM UK LIMITED**

21
22
23 _____
Signature

24
25 _____
Printed Name

26
27
28 _____
Title

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
3 be resolved against the drafting Party should not be employed in the interpretation of this Consent
4 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

5 **IT IS SO ORDERED:**

6
7 Dated: _____

8 Judge of the Superior Court

9 **IT IS SO STIPULATED:**

10 **CENTER FOR ENVIRONMENTAL HEALTH**

11
12
13 _____
Signature

14
15 _____
Printed Name

16
17
18 _____
Title

19
20 **BOOHOO.COM UK LIMITED**

21
22
23 _____
Signature

24
25 **JOHN LITTLE**
Printed Name

26
27 **CEO**
Title

Exhibit A



Q0438W
BHU

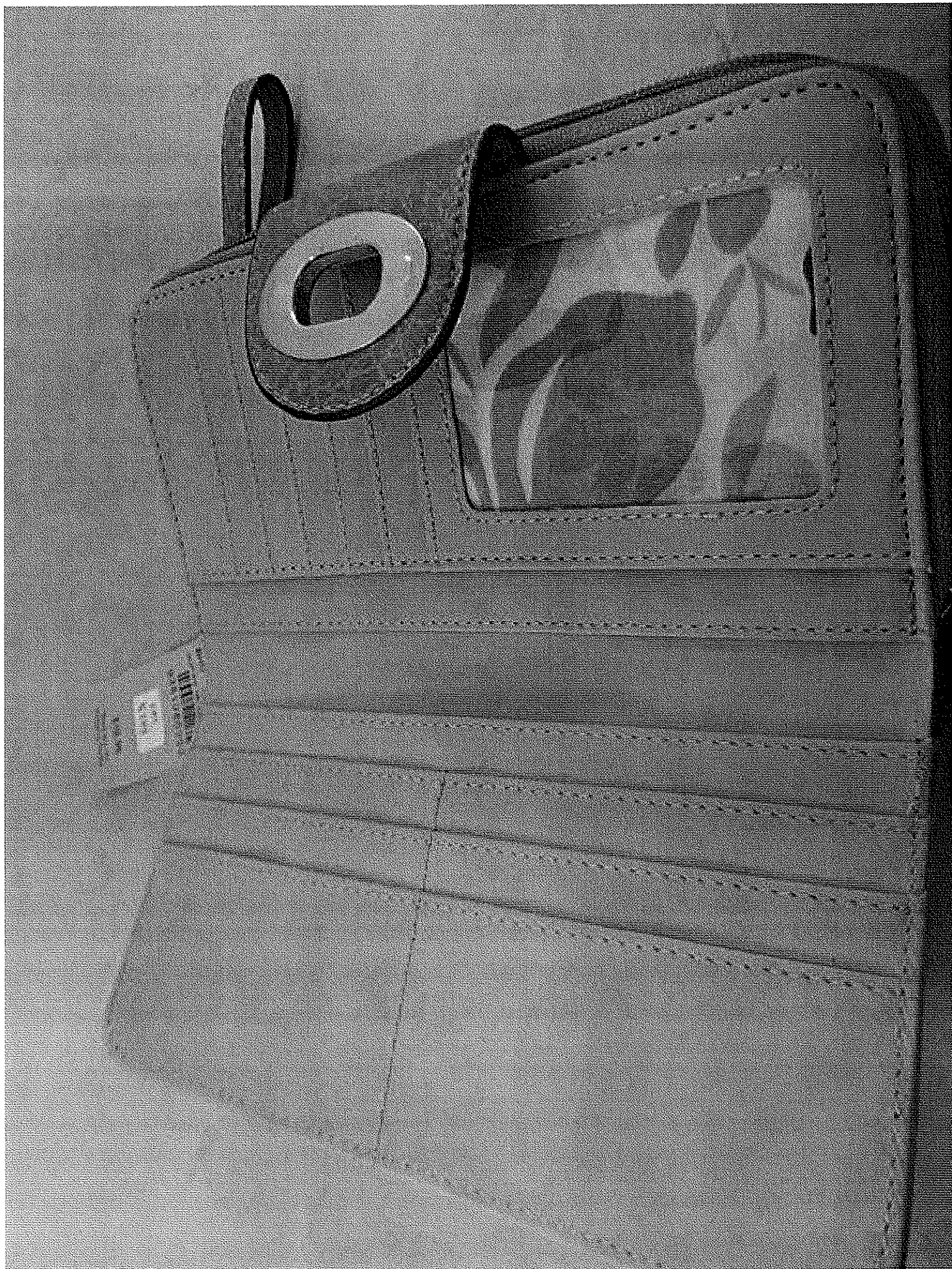
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Thank you for
shopping



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.

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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