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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. 22-CV-010343
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT</b>
	)	<b>JUDGMENT AS TO PRINCESS</b>
v.	)	<b>POLLY USA, INC.</b>
	)	
PRINCESS POLLY USA, INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	

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**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 belts made with leather, vinyl, or imitation leather materials that are Manufactured, distributed, sold, or offered for sale by Settling Defendant.
- 1.3 “Effective Date” means the date on which this Consent Judgment is entered by the Court.
- 1.4 “Lead Limits” means the maximum concentrations of lead and lead compounds (“Lead”) by weight specified in Section 3.2.

1           1.5           “Manufactured” and “Manufactures” means to manufacture, produce, or  
2 assemble.

3           1.6           “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,  
4 with or without a suspension of finely divided coloring matter, which changes to a solid film  
5 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.  
6 This term does not include printing inks or those materials which actually become a part of the  
7 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
8 the substrate, such as by electroplating or ceramic glazing.

9           1.7           “Vendor” means a person or entity that Manufactures, imports, distributes, or  
10 supplies a Covered Product to Settling Defendant.

## 11 **2. INTRODUCTION**

12           2.1           The parties to this Consent Judgment (“Parties”) are the Center for  
13 Environmental Health (“CEH”) and Defendant Princess Polly USA, Inc. (“Settling Defendant”).

14           2.2           On January 27, 2022, CEH served a 60-Day Notice of Violation under  
15 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
16 & Safety Code §§ 25249.5, *et seq.*) (the “Notice”) on Settling Defendant, the California Attorney  
17 General, the District Attorneys of every County in the State of California, and the City Attorneys  
18 for every City in the State of California with a population greater than 750,000. The Notice  
19 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in  
20 Covered Products without first providing a clear and reasonable Proposition 65 warning.

21           2.3           On April 25, 2022, CEH filed the action *Center for Environmental Health v.*  
22 *Princess Polly USA, Inc., et al.*, Case No. 22-CV-010343, in the Superior Court of California for  
23 Alameda County, naming Settling Defendant as a defendant in this action.

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 the operative Complaint (the  
28 “Complaint”) and personal jurisdiction over Settling Defendant as to the acts alleged in the

1 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to  
2 enter this Consent Judgment.

3           2.6           Nothing in this Consent Judgment is or shall be construed as an admission by  
4 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance  
5 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
6 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
7 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
8 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
9 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in  
10 this action. The Parties acknowledge that the terms of this Consent Judgment do not reflect the  
11 exclusive method of complying with Proposition 65 and its implementing regulations.

12 **3.       INJUNCTIVE RELIEF**

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

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

21                   3.2.1   Paint or other Surface Coatings on Accessible Components: 90 parts per  
22 million (“ppm”).

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

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

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

1           **3.3           Action Regarding Specific Products.**

2                   3.3.1   On or before the Effective Date, Settling Defendant shall cease selling in  
3           California the Venom Belt Bag in Snake (Item No. 419967) (the “Section 3.3 Product”).  
4           On or before the Effective Date, Settling Defendant shall also: (i) cease shipping the  
5           Section 3.3 Product to any of its stores and/or customers that resell the Section 3.3 Product  
6           in California, and (ii) send instructions to its stores and/or customers that resell the Section  
7           3.3 Product in California instructing them either to: (a) return all units of the Section 3.3  
8           Product to Settling Defendant for destruction; or (b) directly destroy all units of the  
9           Section 3.3 Product.

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

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

15   **4.           ENFORCEMENT**

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

20                  4.2           **Notice of Violation.** CEH may seek to enforce the requirements of Section  
21           3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

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

28                   4.2.2   **Supporting Documentation.** The Notice of Violation shall, at a

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

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

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

1 Violation pursuant to this Section 4.2.4, the following shall be excluded:

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

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

6 **4.3 Notice of Election.** Within sixty (60) days of receiving a Notice of Violation  
7 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendant  
8 shall provide written notice to CEH stating whether it elects to contest the allegations contained in  
9 the Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election shall be  
10 deemed an election to contest the Notice of Violation. Any contributions to the Fashion  
11 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for  
12 Environmental Health and included with Settling Defendant’s Notice of Election.

13 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of  
14 Election shall include all then-available documentary evidence regarding the alleged  
15 violation, including any test data. Within thirty (30) days the parties shall meet and confer  
16 to attempt to resolve their dispute. Should such attempts at meeting and conferring fail,  
17 CEH may file an enforcement motion or application pursuant to Section 4.1. In any  
18 enforcement proceeding, CEH may seek whatever fines, costs, penalties, attorneys’ fees,  
19 or other remedies are provided by law for failure to comply with the Consent Judgment,  
20 including but not limited to an order by the Court requiring Settling Defendant to  
21 implement corrective action to remedy any violations of this Consent Judgment. If  
22 Settling Defendant withdraws its Notice of Election to contest the Notice of Violation  
23 before any motion concerning the violations alleged in the Notice of Violation is filed  
24 pursuant to Section 4.1, Settling Defendant shall make a contribution to the Proposition 65  
25 Fashion Accessory Testing Fund in the amount of \$12,500 and shall comply with all of  
26 the non-monetary provisions of Section 4.3.2. If, at any time prior to reaching an  
27 agreement or obtaining a decision from the Court, CEH or Settling Defendant acquires  
28 additional test or other data regarding the alleged violation, it shall promptly provide all

1 such data or information to the other Party.

2 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,  
3 Settling Defendant shall include in its Notice of Election a detailed description of  
4 corrective action that it has undertaken or proposes to undertake to address the alleged  
5 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
6 Covered Product will no longer be offered by Settling Defendant or its customers for sale  
7 in California. If there is a dispute over the sufficiency of the proposed corrective action or  
8 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall  
9 meet and confer before seeking the intervention of the Court to resolve the dispute. In  
10 addition to the corrective action, Settling Defendant shall make a contribution to the  
11 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of  
12 Section 4.3.3 applies.

13 4.3.3 **Limitations in Non-Contested Matters.**

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

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

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

1 documentation to CEH with its Notice of Election; or

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

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

15 **5. PAYMENTS**

16 5.1 **Payments by Settling Defendant.** Within ten (10) days of the Effective Date,  
17 Settling Defendant shall pay the total sum of \$45,000 as a settlement payment. Any failure by  
18 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late  
19 fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not  
20 received after the applicable date set forth herein. The total settlement amount for Settling  
21 Defendant shall be paid in five separate checks made payable and allocated as follows:

22 5.1.1 Settling Defendant shall pay the sum of \$6,041 as a civil penalty pursuant  
23 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in  
24 accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of  
25 California’s Office of Environmental Health Hazard Assessment (“OEHHA”)). Accordingly, the  
26 OEHHA portion of the civil penalty payment in the amount of \$4,532 shall be made payable to  
27 OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be  
28 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 \$1,509 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 \$4,531 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 \$34,428 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 \$28,942 payable to the Lexington Law Group and associated with taxpayer identification number  
6 94-3317175; and (b) \$5,486 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, CEH, for itself, its agents, predecessors, successors, and assigns, releases,  
2 waives, and forever discharges any and all claims against Defendant, Defendant Releasees, and  
3 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other  
4 statutory or common law claims that have been or could have been asserted by CEH regarding the  
5 failure to warn about exposure to Lead arising in connection with Covered Products  
6 manufactured, distributed, or sold by Defendant prior to the Effective Date.

7 7.3 Provided that Settling Defendant complies in full with its obligations under  
8 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant  
9 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by  
10 Settling Defendant after the Effective Date.

11 **8. NOTICE**

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

14 Howard Hirsch  
15 Lexington Law Group  
16 503 Divisadero Street  
17 San Francisco, CA 94117  
18 hhirsch@lexlawgroup.com

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

21 Steven E. Soule  
22 Kirkland & Ellis LLP  
23 555 South Flower Street  
24 Los Angeles, CA 90071  
25 steven.soule@kirkland.com

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

28 **9. COURT APPROVAL**

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

1           9.2           If this Consent Judgment is not entered by the Court, it shall be of no force or  
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

4       **10.    ATTORNEYS' FEES**

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

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

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

18       **11.    TERMINATIONS**

19           11.1           This Consent Judgment shall be terminable by CEH or by Settling Defendant  
20 at any time after five years from the Effective Date, upon the provision of 30 days advanced  
21 written notice; such termination shall be effective upon the subsequent filing of a notice of  
22 termination with Superior Court of Alameda County.

23           11.2           Should this Consent Judgment be terminated pursuant to this Section, it shall  
24 be of no further force or effect as to the terminated parties; provided, however that if CEH is the  
25 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided  
26 further that if Settling Defendant is the terminating Party, the provisions of Sections 5 and 7.1  
27 shall survive any termination.

28

1 **12. OTHER TERMS**

2 12.1 The terms of this Consent Judgment shall be governed by the laws of the State  
3 of California.

4 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling  
5 Defendant, and the successors or assigns of any of them.

6 12.3 This Consent Judgment contains the sole and entire agreement and  
7 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
8 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
9 merged herein and therein. There are no warranties, representations, or other agreements between  
10 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
11 implied, other than those specifically referred to in this Consent Judgment have been made by any  
12 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
13 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,  
14 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
15 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
16 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
17 whether or not similar, nor shall such waiver constitute a continuing waiver.

18 12.4 Nothing in this Consent Judgment shall release or in any way affect any rights  
19 that Settling Defendant might have against any other party, whether or not that party is a Settling  
20 Defendant.

21 12.5 This Court shall retain jurisdiction of this matter to implement or modify the  
22 Consent Judgment.

23 12.6 The stipulations to this Consent Judgment may be executed in counterparts  
24 and by means of facsimile or portable document format (pdf), which taken together shall be  
25 deemed to constitute one document.

26 12.7 Each signatory to this Consent Judgment certifies that he or she is fully  
27 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
28 and execute the Consent Judgment on behalf of the Party represented and legally to bind that

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Party.

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

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

**IT IS SO STIPULATED:**

**CENTER FOR ENVIRONMENTAL HEALTH**



\_\_\_\_\_  
Signature

Michael Green

\_\_\_\_\_  
Printed Name

Chief Executive Officer

\_\_\_\_\_  
Title

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**PRINCESS POLLY USA, INC.**

DocuSigned by:  
*Jill Elizabeth Ramsey*  
B84F41217A8442D...  
Signature

Jill Elizabeth Ramsey

Printed Name

President & CEO

Title

# **Exhibit A**





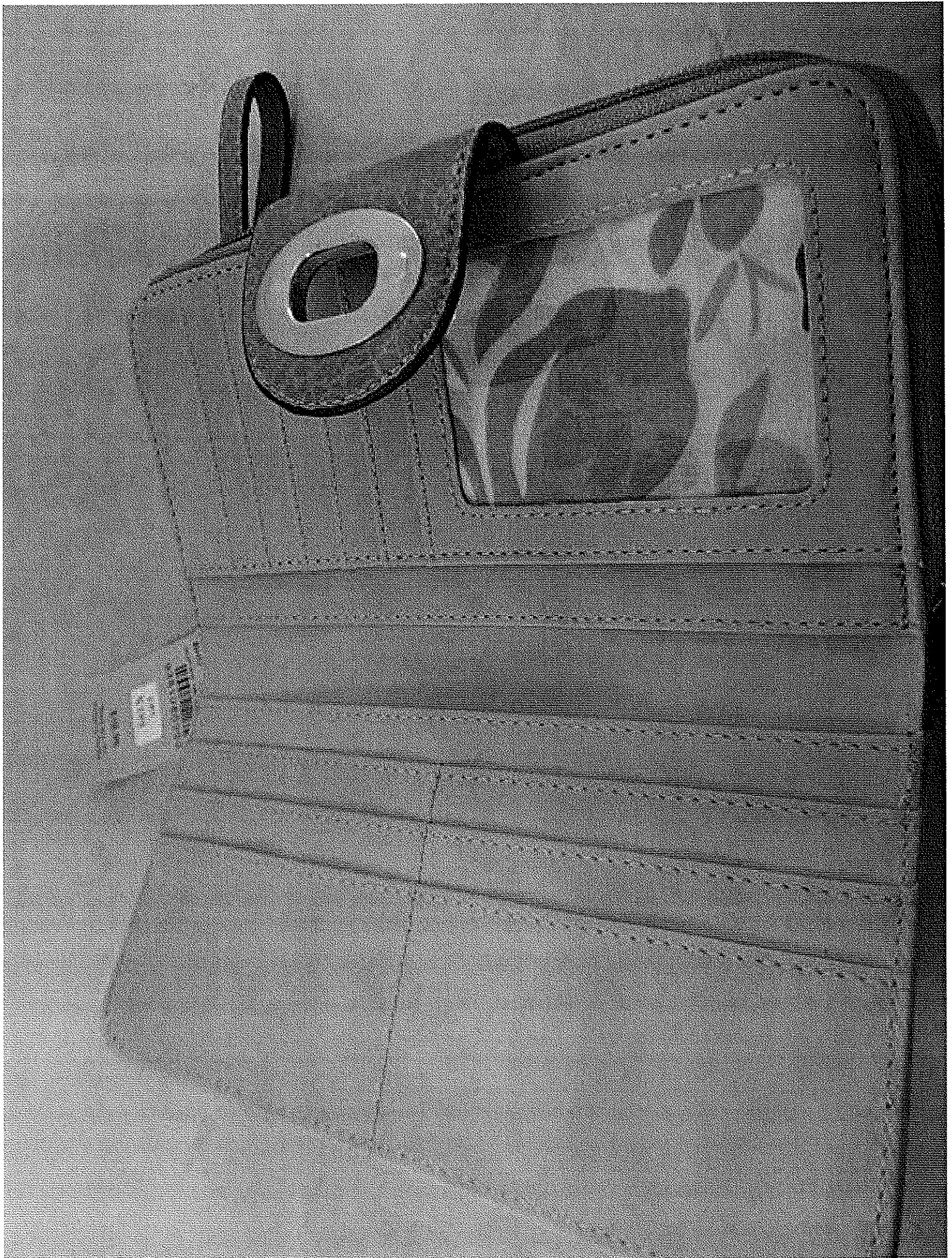
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S0438W  
BHU

BLUES

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



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