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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. RG 13-708572
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT</b>
	)	<b>JUDGMENT AS TO J. MARCUS</b>
v.	)	<b>WHOLESALERS, INC.</b>
	)	
ANGL, INC., et al.,	)	
	)	
Defendants.	)	
	)	
	)	

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**1. DEFINITIONS**

1.1 "Covered Products" means wallets, handbags, purses and clutches that are  
Manufactured, distributed, sold or offered for sale by Settling Defendant.

1.2 "Effective Date" means the date on which this Consent Judgment is entered by  
the Court.

1.3 "Lead Limits" means the maximum concentrations of lead and lead  
compounds ("Lead") by weight specified in Section 3.2.

1.4 "Manufactured" and "Manufactures" means to manufacture, produce, or  
assemble.

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

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

9           **2. INTRODUCTION**

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

13          2.2           On November 15, 2013, CEH served a 60-Day Notice of Violation under  
14 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
15 & Safety Code §§ 25249.5, et seq.) (the “Notice”) to Settling Defendant, the California Attorney  
16 General, the District Attorneys of every County in the State of California, and the City Attorneys  
17 for every City in the State of California with a population greater than 750,000. The Notice  
18 alleges that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in  
19 Covered Products, without first providing a clear and reasonable Proposition 65 warning.

20          2.3           On December 31, 2013, CEH filed the action entitled *CEH v. ANGL, Inc., et*  
21 *al.*, Case No. RG 13-708572, in the Superior Court of California for Alameda County. On  
22 February 5, 2014, CEH named Settling Defendant as a defendant in that action.

23          2.4           Settling Defendant manufactures, distributes and/or offers for sale Covered  
24 Products in the State of California or has done so in the past.

25          2.5           For purposes of this Consent Judgment only, the Parties stipulate that this  
26 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
27 applicable to Settling Defendant (the “Complaint”) and personal jurisdiction over Settling  
28

1 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
2 and that this Court has jurisdiction to 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.

11 **3.       INJUNCTIVE RELIEF**

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

16           3.2           **Lead Limits.** Commencing on May 15, 2014, Settling Defendant shall initiate  
17 a date coding program where by the labeling attached to or included with a Covered Product at  
18 the time of manufacture reflects the manufacture date for such Covered Product. Thereafter,  
19 Settling Defendant shall not purchase, import, Manufacture, supply to an unaffiliated third party,  
20 or sell or offer for sale any Covered Product that will be sold or offered for sale to California  
21 consumers that contains a material or is made of a component that exceeds the following Lead  
22 Limits:

23                   3.2.1   Paint or other Surface Coatings: 90 parts per million (“ppm”).

24                   3.2.2   Polyvinyl chloride (“PVC”): 200 ppm.

25                   3.2.3   All other materials or components other than cubic zirconia (sometimes  
26 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

27           3.3           **Action Regarding Specific Products.**

28

1                   3.3.1 On or before the Effective Date, Settling Defendant shall cease selling the  
2 following specific products that were manufactured prior to May 15, 2014 in California:  
3 (i) Sydney Love Ostrich Clutch in Kiwi, SKU No. 6-85413-96005-1, Style No. 96005  
4 GREEN; (ii) Sydney Love Ostrich Large Tote Handbag in Tangerine, SKU No. 6-85413-  
5 96003-7, Style No. 96003 ORANGE; (iii) Sydney Love Ostrich Small Tote Handbag in  
6 Kiwi, SKU No. 6-85413-96004-4, Style No. 96004 GREEN; (iv) Sydney Love Ostrich  
7 Clutch in Tangerine, SKU No. 6-85413-96005-1, Style No. 96005 ORANGE; and (v)  
8 Sydney Love Ostrich Clutch in Coral, SKU No. 6-85413-96005-1, Style No. 96005 RED  
9 (collectively, the “Section 3.3 Products”). On or before the Effective Date, Settling  
10 Defendant shall also: (i) cease shipping the Section 3.3 Products to any of its stores and/or  
11 customers that resell the Section 3.3 Products in California, and (ii) send instructions to its  
12 stores and/or customers that resell the Section 3.3 Products in California instructing them  
13 either to return all of the Section 3.3 Products to Settling Defendant who shall not resell or  
14 otherwise distribute such Covered Products in California or to any entity that may offer  
15 them for sale in California whether over the internet or otherwise.

16                   3.3.2 Within sixty days of the Effective Date, Settling Defendant shall provide  
17 CEH with written certification from Settling Defendant confirming compliance with the  
18 requirements of this Section 3.3.

19 **4. ENFORCEMENT**

20                   4.1 Any Party may, after meeting and conferring, by motion or application for an  
21 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
22 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment  
23 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

24                   4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section  
25 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

26                   4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling  
27 Defendant within 45 days of the date the alleged violation(s) was or were observed,  
28 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling

1 Defendant with the test data required by Section 4.2.2(d) below if it has not yet obtained it  
2 from its laboratory; and (ii) CEH may also serve a Notice of Violation to a supplier of a  
3 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the  
4 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served  
5 within 45 days of the date the supplier is identified by CEH.

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

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

1 pertains to the Covered Product’s alleged noncompliance (or compliance) with Section 3  
2 and, if available, any exemplars of Covered Products tested.

3 4.2.4 **Multiple Notices.** If Settling Defendant has received more than four  
4 Notices of Violation in any 12-month period, at CEH’s option, CEH may seek whatever  
5 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
6 Consent Judgment. For purposes of determining the number of Notices of Violation  
7 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(c).

12 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation  
13 pursuant to Section 4.2, including all 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 30 days the parties shall meet and confer to  
22 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) If more than one Settling Defendant has manufactured, sold, offered  
21 for sale or distributed a Covered Product identified in a non-contested Notice of Violation,  
22 only one required contribution may be assessed against all Settling Defendants as to the  
23 noticed Covered Product.

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

25 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling  
26 Defendant, prior to receiving and accepting for distribution or sale the  
27 Covered Product identified in the Notice of Violation, obtained test results  
28 demonstrating that all of the materials or components in the Covered

1 Product identified in the Notice of Violation complied with the applicable  
2 Lead Limits, and further provided that such test results meet the same  
3 quality criteria to support a Notice of Violation as set forth in Section 4.2.2  
4 and that the testing was performed within one year of the date of  
5 manufacture of the Covered Product on which the Notice of Violation is  
6 based. Settling Defendant shall provide copies of such test results and  
7 supporting documentation to CEH with its Notice of Election; or

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

## 12 **5. PAYMENTS**

13 **5.1 Payments by Settling Defendant.** Within ten (10) business days of the Effective  
14 Date, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment. The total  
15 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to  
16 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San  
17 Francisco, California 94117-2212, and made payable and allocated as follows:

18 5.1.1 Settling Defendant shall pay the sum of \$5,930 as a civil penalty pursuant  
19 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with  
20 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
21 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the  
22 Center For Environmental Health.

23 5.1.2 Settling Defendant shall pay the sum of \$8,900 as a payment in lieu of civil  
24 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of  
25 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and  
26 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
27 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
28 funds to award grants to grassroots environmental justice groups working to educate and protect



1 people from exposures to toxic chemicals. The method of selection of such groups can be found  
2 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be  
3 made payable to the Center For Environmental Health.

4 5.1.3 Settling Defendant shall also separately pay the sum of \$30,170 to the  
5 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and  
6 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington  
7 Law Group.

## 8 **6. MODIFICATION**

9 6.1 **Written Consent.** This Consent Judgment may be modified from time to  
10 time by express written agreement of the Parties with the approval of the Court, or by an order of  
11 this Court upon motion and in accordance with law.

12 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
13 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
14 modify the Consent Judgment.

## 15 **7. CLAIMS COVERED AND RELEASED**

16 7.1 This Consent Judgment is a full, final and binding resolution between CEH, on  
17 behalf of itself and the public interest, and Settling Defendant, its parents, subsidiaries, affiliated  
18 entities that are under common ownership, directors, officers, employees, and attorneys  
19 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell  
20 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,  
21 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")  
22 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
23 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure  
24 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling  
25 Defendant prior to May 15, 2014.

26 7.2 Compliance with the Lead Limits set forth in this Consent Judgment by  
27 Settling Defendant, Defendant Releasees, and Settling Defendant's Downstream Defendant  
28

1 Releasees constitutes compliance with Proposition 65 by such parties with respect to Lead in  
2 Covered Products sold by Settling Defendant.

3 **8. NOTICE**

4 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
5 notice shall be sent by first class and electronic mail to:

6 Eric S. Somers  
7 Lexington Law Group  
8 503 Divisadero Street  
9 San Francisco, CA 94117  
10 esomers@lexlawgroup.com

11 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
12 Judgment, the notice shall be sent by first class and electronic mail to:

13 Phil Marcus  
14 J. Marcus Wholesalers, Inc.  
15 1728 Smallman St.  
16 Pittsburgh, PA 15222

17 With copy to:

18 James Robert Maxwell  
19 Rogers Joseph O'Donnell  
20 311 California Street  
21 San Francisco, CA 94104  
22 jrm@rjo.com

23 8.3 Any Party may modify the person and address to whom the notice is to be sent  
24 by sending each other Party notice by first class and electronic mail.

25 **9. COURT APPROVAL**

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

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

1     **10.     ATTORNEYS' FEES**

2             10.1             Should CEH prevail on any motion, application for an order to show cause or  
3 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its  
4 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
5 Settling Defendant prevail on any motion application for an order to show cause or other  
6 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result  
7 of such motion or application upon a finding by the Court that CEH's prosecution of the motion  
8 or application lacked substantial justification. For purposes of this Consent Judgment, the term  
9 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
10 Code of Civil Procedure §§ 2016, *et seq.*

11            10.2            Except as otherwise provided in this Consent Judgment, each Party shall bear  
12 its own attorneys' fees and costs.

13            10.3            Nothing in this Section 10 shall preclude a Party from seeking an award of  
14 sanctions pursuant to law.

15     **11.     TERMINATION**

16            11.1            This Consent Judgment shall be terminable by CEH or by Settling Defendant  
17 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such  
18 termination shall be effective upon the subsequent filing of a notice of termination with Superior  
19 Court of Alameda County.

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

25     **12.     OTHER TERMS**

26            12.1            The terms of this Consent Judgment shall be governed by the laws of the State  
27 of California.

28            12.2            This Consent Judgment shall apply to and be binding upon CEH and Settling

1 Defendant, and the successors or assigns of any of them.

2           12.3       This Consent Judgment contains the sole and entire agreement and  
3 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
4 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
5 merged herein. There are no warranties, representations, or other agreements between the Parties  
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
7 other than those specifically referred to in this Consent Judgment have been made by any Party  
8 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
9 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,  
10 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by  
11 the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall  
12 be deemed or shall constitute a waiver of any of the other provisions hereof whether or not  
13 similar, nor shall such waiver constitute a continuing waiver.

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

17           12.5       This Court shall retain jurisdiction of this matter to implement or modify the  
18 Consent Judgment.

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

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

26           12.8       The Parties, including their counsel, have participated in the preparation of  
27 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
28 This Consent Judgment was subject to revision and modification by the Parties and has been

1 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
2 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
3 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
4 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
5 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
6 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

7

8 **IT IS SO ORDERED:**

9

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

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

11

12 **IT IS SO STIPULATED:**

13

14 **CENTER FOR ENVIRONMENTAL HEALTH**

15

16 \_\_\_\_\_  
Signature

17 *CHARLIE PIZARRO*  
\_\_\_\_\_

18 Printed Name

19 *ASSOCIATE DIRECTOR*  
\_\_\_\_\_

20 Title

21

22 **J. MARCUS WHOLESALERS, INC.**

23

24 \_\_\_\_\_  
Signature

25

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

27

28 \_\_\_\_\_  
Title

1 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
2 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
3 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
4 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to  
5 be resolved against the drafting Party should not be employed in the interpretation of this Consent  
6 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

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9

**IT IS SO ORDERED:**

10 Dated: \_\_\_\_\_ Judge of the Superior Court  
11

12 **IT IS SO STIPULATED:**

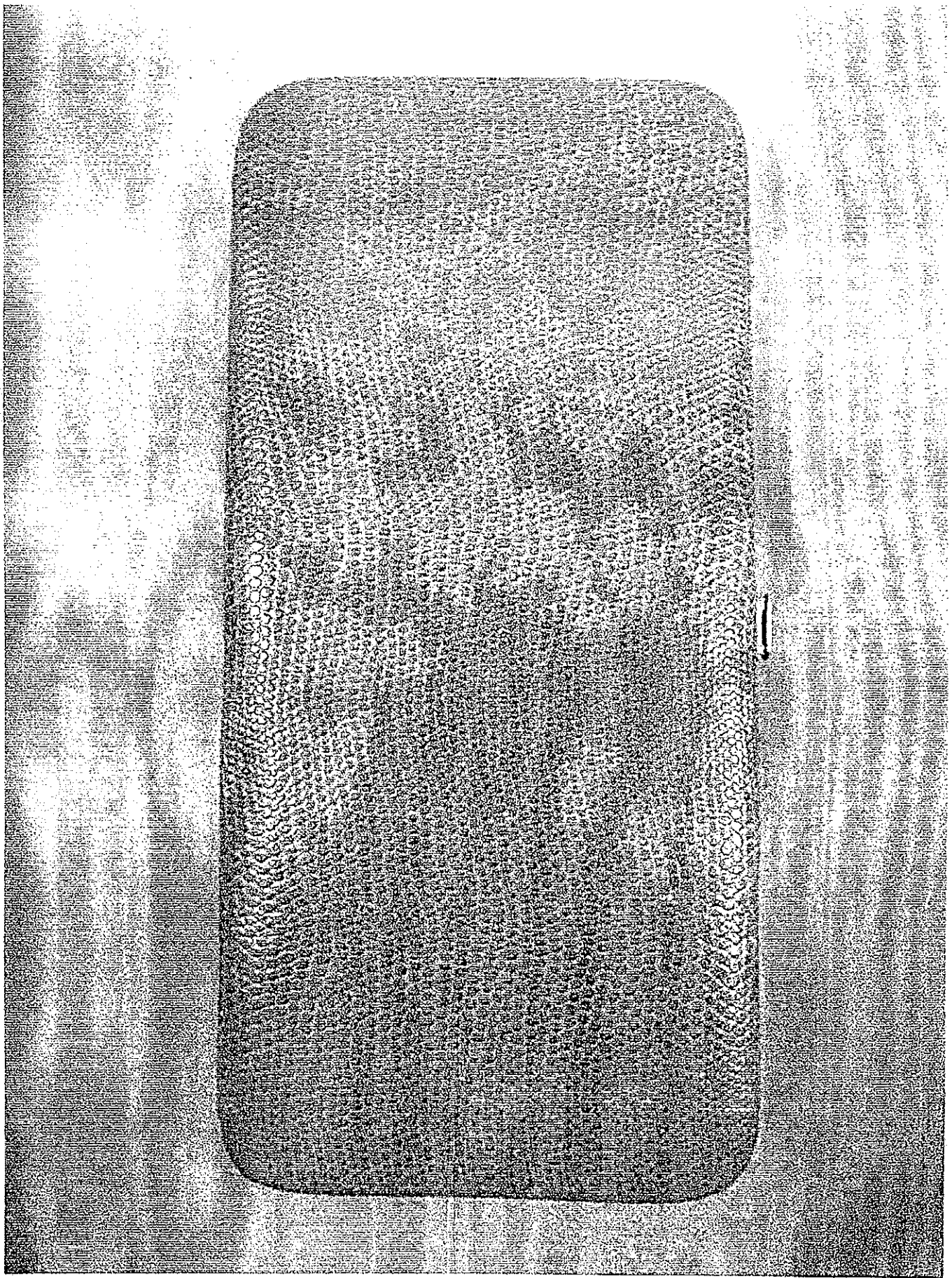
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22 **J. MARCUS WHOLESALERS, INC.**  
23 *Jack Marcus*  
24 \_\_\_\_\_  
Signature  
25 **JACK MARCUS**  
26 \_\_\_\_\_  
Printed Name  
27 *Pres.*  
28 \_\_\_\_\_  
Title

3/4/14

# **Exhibit A**





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ORANGE

365 North Canyons Parkway, Suite 201  
Tech Center: 2441 Constitution Drive  
Livermore CA 94551



925-828-1440  
www.TheNFL.com

## Analytical Report

August 03, 2011

Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117

Analytical Report No.: CL3573-33  
Analysis Dates: 07/26/11 - 08/03/11

Listed below are the results of our analyses for sample(s) received on July 26, 2011.

**CEH ID#AB789L, [REDACTED] Wallet (Orange Surface Material On Main Part Of W**  
**NFL ID AF02363**

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

A portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Sample(s) were received in good condition unless and results are reported based on the sample(s) as received, unless otherwise noted. Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

The National Food Lab services are provided subject to our standard terms and conditions, which can be found on our website, [www.TheNFL.com](http://www.TheNFL.com). Should you have any questions concerning these results, please do not hesitate to contact us. Thank you for using the services of the National Food Lab.

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable