

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is between Center for Environmental Health (“CEH”) and Fusion Accessories, Ltd. (“Fusion Accessories”) (together, the “Parties”).

1. INTRODUCTION

1.1 On March 24, 2008, plaintiff Center for Environmental Health (“CEH”), a non-profit corporation acting in the public interest, served Wal-Mart Stores, Inc. (“Wal-Mart”) and the appropriate public enforcement agencies with a 60-day Notice (the “Notice”) alleging that Wal-Mart is in violation of Proposition 65 relating to sales of diaper bags containing lead.

1.2 The Notice alleges that Wal-Mart distributes and/or sells Fusion Accessories diaper bags (the “Products”) made of material that contains lead and/or lead compounds (referred to interchangeably herein as “Lead”). The Notice alleges that Wal-Mart exposes people who use or otherwise handle the Products to Lead, a chemical known to the State of California to cause cancer and birth defects or other reproductive toxicity, without first providing clear and reasonable warning to such persons regarding the carcinogenicity and reproductive toxicity of Lead. The Notice alleges that Wal-Mart’s conduct violates Health & Safety Code §25249.6, the warning provision of Proposition 65.

1.3 Upon receipt of the Notice, Wal-Mart contacted its supplier of the Products, Fusion Accessories, and demanded that it indemnify Wal-Mart and otherwise take responsibility for the claims set forth in the Notice. Fusion Accessories promptly contacted CEH in an effort to resolve CEH’s claims regarding Products manufactured by Fusion Accessories.

1.4 The Parties enter into this Agreement for the purpose of avoiding

prolonged and costly litigation regarding Products manufactured, distributed and/or sold by Fusion Accessories. By executing this Agreement, the Parties do not admit any facts or conclusions of law. It is the Parties' intent that nothing in this Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Agreement constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Agreement shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in this or any other or future legal proceedings.

2. COMPLIANCE - REFORMULATION

2.1 Level. Within ninety days of entry of this Agreement (the "Compliance Date"), Fusion Accessories shall not manufacture, distribute, ship, or sell, or cause to be manufactured, distributed, or sold, any Product that is comprised of any material that contains Lead in concentrations that exceed 200 parts per million ("ppm").

2.2 Certification of level from suppliers. Fusion Accessories shall issue specifications to its suppliers requiring that neither the Products nor any materials of which the Products are comprised contain Lead concentrations exceeding 200 ppm. Fusion Accessories shall obtain written certification with corresponding test results from its suppliers of the Products certifying that neither the Products nor any materials of which the Products are comprised contain Lead concentrations exceeding 200 ppm.

2.3 Testing. In order to help ensure compliance with the requirements of Sections 2.1, Fusion Accessories shall conduct testing to confirm that the Products contain less than 200 ppm Lead. All testing pursuant to this section shall be performed on randomly selected

units by an independent laboratory in accordance with testing protocol EPA 3050B (the Test Protocol”). At the request of CEH, the results of all testing performed pursuant to this section shall be made available to CEH. The frequency and amount of testing required shall be as follows:

2.3.1 Testing Frequency. Fusion Accessories shall test at least 5 units of Product from each of the first two shipments from each supplier following the Compliance Date. For the remainder of the shipments following the Compliance Date, Fusion Accessories shall test at least 2 units per shipment.

2.3.2 Products that exceed 200 ppm pursuant to Fusion Accessories’s Testing. If the results of the testing required pursuant to section 2.3 show levels of lead exceeding 200 ppm for a Product, Fusion Accessories shall refuse to accept all of the Products that were purchased under the particular purchase order to the supplier with a letter explaining that such Products do not comply with the supplier’s certification. Following a Product test exceeding 200 ppm, Fusion Accessories shall apply the testing frequency pursuant to either Section 2.3.1 for the next order purchased from the supplier as if such purchase were the first shipment following the Compliance Date.

2.4 Confirmatory testing by CEH. CEH intends to conduct periodic testing of the Products. Any such testing will be conducted by CEH at an independent laboratory, in accordance with the Test Protocol. In the event that CEH’s testing demonstrates Lead levels in excess of 200 ppm for one or more Products, CEH shall inform Fusion Accessories of the test results, including information sufficient to permit Fusion Accessories to identify the Product(s). Fusion Accessories shall, within 20 days following such notice, provide

CEH, at the address listed in section 12, with its supplier certification and testing information demonstrating its compliance with sections 2.2 and 2.3 of this Agreement. Fusion Accessories shall then have the opportunity to conduct its own independent testing of the Products from the same lot to confirm or deny CEH's tests. If Fusion Accessories's independent testing confirms CEH's test results, Fusion Accessories shall apply the testing frequency pursuant to either Section 2.3.1 for the next order purchased from the supplier as if such purchase were the first shipment following the Compliance Date in determining the number of units to be tested for the two shipments following the Product test exceeding 200 ppm from that supplier. In addition, if Fusion Accessories's independent testing verifies CEH's test results and Fusion Accessories fails to provide CEH with information demonstrating that it complied with sections 2.2 and 2.3 for the particular shipment(s) at issue, Fusion Accessories shall also be liable for stipulated payments in lieu of penalties for Products for which CEH produces tests demonstrating Lead levels exceeding 200 ppm as set forth below. These payments shall be made to CEH and used for the purposes described in section 3.2.

2.5.1 Stipulated Payments In Lieu of Penalties. If stipulated payments in lieu of penalties are warranted under section 2.5, the stipulated payment amount shall be as follows for each unit of Product for which CEH produces a test result with Lead levels exceeding 200 ppm for the lining or 600 ppm for exterior surfaces:

First Occurrence:	\$1,250
Second Occurrence:	\$1,500
Third Occurrence:	\$1,750
Thereafter:	\$2,500

Notwithstanding the foregoing, the maximum stipulated payment amount in a calendar year, regardless of the number of units of Product tested by CEH with exceedances of the Lead levels set forth in this Agreement, shall be \$5,000.

2.5.2 Products in the stream of commerce. Fusion Accessories's Products that have been manufactured, shipped, sold, or that otherwise are in the stream of commerce prior to the Compliance Date shall be released from any claims that were brought or that could have been brought by CEH in its Complaint, as though they were Covered Claims within the meaning of Section 7.1, below.

3. SETTLEMENT PAYMENTS

3.1 In consideration of the mutual covenants and releases provided in this Agreement, within 10 days of execution of this Agreement, Fusion Accessories shall pay a total of \$30,000 as a settlement payment. This total shall be paid in two separate checks delivered to the address set forth in Section 12.1 within 10 days of execution of this Agreement and shall be made payable and allocated as follows.

3.2 Monetary Payment in Lieu of Penalty. Fusion Accessories shall pay to CEH \$10,000 in lieu of any penalty pursuant to Health and Safety Code §25249.7(b). CEH shall use such funds to continue its work protecting people from exposures to toxic chemicals. As part of this work, CEH intends to conduct periodic testing of the Products as set forth in section 2.4.

3.3 Attorneys' Fees and Costs. Fusion Accessories shall pay \$20,000 to reimburse CEH and its attorneys for their reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to Fusion

Accessories' attention, litigating and negotiating a settlement in the public interest. This payment shall be made payable to Lexington Law Group, LLP

4. MODIFICATION OF SETTLEMENT AGREEMENT

4.1 This Settlement Agreement may be modified by written agreement of the parties.

4.2 CEH intends to enter into agreements with other entities that manufacture, distribute and/or sell Products. Should Fusion Accessories determine that the provisions of any such agreement with a similarly situated manufacturer or distributor of products are less stringent, Fusion Accessories may obtain a modification of this Consent Judgment to conform with the terms of the later signed agreement.

5. ENFORCEMENT OF SETTLEMENT AGREEMENT

5.1 The Parties agree that the any action based on violation of this Agreement shall be brought in the Superior Court of California in San Francisco County. For purposes of this Agreement, notwithstanding Section 1.5 above, the Parties agree that the Superior Court of California in San Francisco County has subject matter jurisdiction over any disputes arising from this Agreement and personal jurisdiction over each of the Parties, and that venue is proper in the County of San Francisco. Should CEH prevail on any action to enforce the terms of this Agreement it shall be entitled to reasonable attorneys' fees and costs associated with such enforcement.

6. APPLICATION OF SETTLEMENT AGREEMENT

6.1 This Agreement shall apply to and be binding upon the parties hereto, their divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

7. CLAIMS COVERED

7.1 Except as otherwise provided herein, CEH hereby releases and discharges Fusion Accessories with respect to any violation of Proposition 65 (or any other claim related to failure to warn about exposures to Lead in the Products) that was or could have been asserted against Fusion Accessories, or its parents, subsidiaries, affiliates, directors, officers, employees, agents, attorneys, distributors, or customers including, but not limited to, Wal-Mart, its affiliates and/or subsidiaries based on the Notice (which is attached hereto as Exhibit 1) arising from Products manufactured, distributed or sold by Fusion Accessories on or before the Compliance Date. CEH further covenants not to initiate any litigation against Wal-Mart its affiliates and/or subsidiaries or any other retailers with regard to Proposition 65 violations (or any other claim related to failure to warn about exposures to Lead in the Products) resulting from sales of Products. Compliance with the terms of this Agreement constitutes compliance with Proposition 65 for purposes of exposures to Lead from the Products.

8. SEVERABILITY

8.1 In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

9. SPECIFIC PERFORMANCE

9.1 The parties expressly recognize that Fusion Accessories's obligations under this Agreement are unique. In the event that any Fusion Accessories is found to be in breach of this Agreement for failure to comply with the provisions of Section 2 hereof, the parties agree that it would be extremely impracticable to measure the resulting damages and that

such breach would cause irreparable damage. Accordingly, CEH, in addition to any other available rights or remedies, may sue in equity for specific performance, and Fusion Accessories expressly waive the defense that a remedy in damages will be adequate.

10. GOVERNING LAW

10.1 The terms of this Agreement shall be governed by the laws of the State of California.

11. RETENTION OF JURISDICTION

11.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms this Agreement.

12. PROVISION OF NOTICE

12.1 All notices required pursuant to this Agreement and correspondence shall be sent to the following:

For CEH:

Mark N. Todzo
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

For Fusion Accessories:

Brad Hirsch
Account Executive
Fusion Accessories, Ltd.
58 Hillsdale Ave.
Manhasset, NY 11030

13. EXECUTION AND COUNTERPARTS

13.1 The stipulations to this Agreement may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one

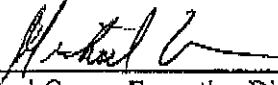
document.

14. AUTHORIZATION

14.1 Each signatory to this Agreement certifies that he or she is fully authorized by the party he or she represents to stipulate to this Agreement and to enter into and execute the Agreement on behalf of the party represented and legally bind that party. The undersigned have read, understand and agree to all of the terms and conditions of this Agreement. Except as explicitly provided herein, each party is to bear its own fees and costs.

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH



Michael Green, Executive Director
Center for Environmental Health

Dated: _____

5/13/08

FUSION ACCESSORIES, LTD.

Dated: _____

[Name]

[Title]

document.

14. AUTHORIZATION

14.1 Each signatory to this Agreement certifies that he or she is fully authorized by the party he or she represents to stipulate to this Agreement and to enter into and execute the Agreement on behalf of the party represented and legally bind that party. The undersigned have read, understand and agree to all of the terms and conditions of this Agreement. Except as explicitly provided herein, each party is to bear its own fees and costs.

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

Michael Green, Executive Director
Center for Environmental Health

Dated: _____

FUSION ACCESSORIES, LTD.

BRAD HIRSCH
[Name]
VICE PRESIDENT
[Title]

Dated: 5/9/08

EXHIBIT 1

NOTICE OF VIOLATION

California Safe Drinking Water and Toxic Enforcement Act

Re: Lead in Infant Accessory Bags

March 24, 2008

This Notice of Violation is provided to you pursuant to and in compliance with California Health and Safety Code Section 25249.7(d).

- For general information regarding the California Safe Drinking Water and Toxic Enforcement Act, see the attached summary provided by the California EPA (copies not provided to public enforcement agencies).
- This Notice of Violation is provided by the Center for Environmental Health ("CEH"), 528 61st Street, Suite A, Oakland, CA 94609, (510) 594-9864. CEH is a nonprofit corporation dedicated to protecting the environment, improving human health and supporting environmentally sound practices. Michael Green is the Executive Director of and a responsible individual within CEH.

Description of Violation:

- The names and addresses of the violators are set forth on Exhibit 1 attached hereto.
- The violations have been occurring since at least March 24, 2005 and are continuing to this day.
- This Notice of Violation covers the "warning provision" of Proposition 65, which is found at California Health and Safety Code Section 25249.6.
- The names of the listed chemicals involved in this violation are lead and lead compounds ("Lead"). Exposures to Lead occur from use of the products identified in this notice.
- The specific type of products causing this violation is infant accessory bags, including but not limited to diaper bags and stroller bags. The infant accessory bags are made with and contain Lead. Non-exclusive examples of this specific type of products are set forth on Exhibit 2 attached hereto.
- Description of Exposure: Use of the products identified in this notice results in human exposures to Lead. Lead is contained in the infant accessory bags, including but not limited in the changing pads included with the infant accessory bags. The routes of exposure for the violation include direct ingestion when consumers (especially infants) place items that have been stored in or placed on the products in their mouths, ingestion via hand to mouth contact after consumers (especially infants) touch or handle the products, and dermal absorption directly through the skin when consumers (especially infants) touch, handle, or otherwise come into contact with the products. These exposures occur in homes, workplaces and everywhere else throughout California where the products are handled or used. No clear and reasonable warning is provided with this product regarding the carcinogenic or reproductive hazards of Lead.

Resolution of Noticed Claims:

- Based on the allegations set forth in this Notice, CEH intends to file a citizen

enforcement lawsuit against each of the violators named herein unless the alleged violator enters into a binding written agreement to remedy the violations alleged herein by: (1) recalling products already sold; (2) providing a clear and reasonable warning for products sold in the future or reformulating such products to eliminate the Lead exposure; and (3) paying an appropriate civil penalty based on the factors enumerated in California Health and Safety Code Section 25249.7(b). If any of the alleged violators is interested in resolving this dispute without resort to litigation, please feel free to contact CEH through its counsel identified below. It should be noted that CEH cannot: (1) finalize any settlement until after the 60-day notice period has expired; nor (2) speak for the Attorney General or any District or City Attorney who received CEH's 60-day Notice. Therefore, while reaching an agreement with CEH will resolve its claims, such agreement may not satisfy the public prosecutors.

Please direct any inquiries regarding this notice to CEH and its counsel Mark N. Todzo at Lexington Law Group, LLP, 1627 Irving Street, San Francisco, CA 94122, (415) 759-4111.

**EXHIBIT 1: List of Violators
60-Day Notice Letter
By Center for Environmental Health
re: Lead In Infant Accessory Bags**

Baby Boom Consumer Products, Inc.
909 Third Avenue 27th Floor
New York, NY 10022-4731

The Betesh Group Holding Corporation
1 E. 33rd Street, Floor 10
New York, NY 10016

Dolly, Inc.
320 N. Fourth Street
Tipp City, OH 45371

Kmart Corporation
3333 Beverly Road, B2-130B
Hoffman Estates, IL 60179

Mothers Work, Inc.
456 North 5th Street
Philadelphia, PA 19123

Sears, Roebuck and Co.
3333 Beverly Road, B2-130B
Hoffman Estates, IL 60179

Sears Holding Corporation
3333 Beverly Road, B2-130B
Hoffman Estates, IL 60179

Wal-Mart Stores, Inc.
702 S.W. 8th Street
Bentonville, AR 72716

The William Carter Company
1170 Peachtree Street NE Suite 900
Atlanta, GA 30309

**EXHIBIT 2: Non-Exclusive Examples of the Products
(March 24, 2008 60-Day Notice Letter
By Center for Environmental Health
re: Lead In Infant Accessory Bags)**

NAMES OF VIOLATOR	EXAMPLE ITEM DESCRIPTION	EXAMPLE ITEM OR SKU NUMBER
Baby Boom Consumer Products, Inc.; The Betesh Group Holding Corporation; The William Carter Company	Carter's out'n about diaper bag brown	92317026835
The Betesh Group Holding Corporation; Kmart Corporation; Sears, Roebuck and Co.; Sears Holding Corporation	Baby Necessities stroller bag	632878881957
Dolly, Inc.; Kmart Corporation; Sears, Roebuck and Co.; Sears Holding Corporation	Pooh Amelia Tote Disney Baby diaper bag	034215076628
Kmart Corporation; Sears, Roebuck and Co.; Sears Holding Corporation	Baby Got Bag leopard print diaper bag	091074056895
Mothers Work, Inc.	C-red quilted diaper bag tote	69573-99
Wal-Mart Stores, Inc.	George diaper bag	4897017101433

PROOF OF SERVICE BY MAIL

I declare that:

I am employed in San Francisco County, California. I am over the age of 18 years and not a party to the within cause; my business address is 1627 Irving Street, San Francisco, California 94122.

On March 24, 2008, I served true copies of the following documents:

**NOTICE OF VIOLATION OF CALIFORNIA SAFE DRINKING WATER
AND TOXIC ENFORCEMENT ACT;**

CERTIFICATE OF MERIT; and

**THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF
1986 (PROPOSITION 65): A SUMMARY** (only sent to those on service list
marked with an asterisks).

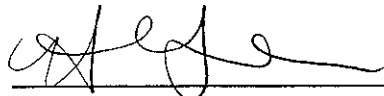
I placed a true copy of this paper in an envelope addressed to:

See Attached Service List.

I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the United States Postal Service, to wit, that correspondence will be deposited with the United States Postal Service this same day in the ordinary course of business. I placed the envelope containing the above-mentioned documents for collection and mailing on March 24, 2008, following the ordinary business practice.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on March 24, 2008, at San Francisco, California.

Signed:



Heather Love

SERVICE LIST

District Attorney of Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney of Colusa County
547 Market Street
Colusa, CA 95932

District Attorney of Contra Costa County
627 Ferry Street
Martinez, CA 94553

District Attorney of Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney of Del Norte County
450 H Street, Ste 171
Crescent City, CA 95531

District Attorney of Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney of Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney of El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney of Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney of Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney of Glenn County
P.O. Box 430
Willows, CA 95988

District Attorney of Kings County
1400 West Lacey
Hanford, CA 93230

District Attorney of Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney of Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney of Imperial County
939 Main Street
El Centro, CA 92243

District Attorney of Lassen County
220 S. Lassen St., Ste 8
Susanville, CA 96130

District Attorney of Inyo County
P.O. Drawer D
Independence, CA 93526

District Attorney of Los Angeles County
210 W. Temple Street, Room 345
Los Angeles, CA 90012

District Attorney of Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney of Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney of Marin County
3501 Civic Center Dr., Room 130
San Rafael, CA 94903

District Attorney of Mono County
P.O. Box 617
Bridgeport, CA 93517

District Attorney of Mariposa County
P.O. Box 730
Mariposa, CA 95338

District Attorney of Monterey County
230 Church Street, Bldg. 2
Salinas, CA 93901

District Attorney of Mendocino County
P.O. Box 1000
Ukiah, CA 95482

District Attorney of Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney of Merced County
2222 "M" Street
Merced, CA 95340

District Attorney of Nevada County
201 Church St., Suite 8
Nevada City, CA 95959

District Attorney of Orange County
401 Civic Ctr Drive West
Santa Ana, CA 92701

District Attorney of Modoc County
204 S Court Street
Alturas, CA 96101-4020

District Attorney of Placer County
11562 "B" Avenue
Auburn, CA 95603

District Attorney of San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415

District Attorney of Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney of San Diego County
330 West Broadway, Suite 1320
San Diego, CA 92101

District Attorney of Riverside County
4075 Main Street
Riverside, CA 92501

District Attorney of San Francisco County
850 Bryant Street, Rm 325
San Francisco, CA 94103

District Attorney of Sacramento County
901 "G" Street
Sacramento, CA 95814

District Attorney of San Joaquin
County
P.O. Box 990
Stockton, CA 95201

District Attorney of San Luis Obispo
County
1050 Monterey St, Room 450
San Luis Obispo, CA 93408

District Attorney of San Benito
County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney of San Mateo
County
400 County Ctr, 3rd Fl
Redwood City, CA 94063

District Attorney of Sierra County
Courthouse, P.O. Box 457
Downieville, CA 95936

District Attorney of Santa Barbara
County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney of Siskiyou County
P.O. Box 986
Yreka, CA 96097

District Attorney of Solano County
675 Texas Street, Suite 4500
Fairfield, CA 94533

District Attorney of Santa Clara
County
70 West Hedding Street, West
Wing
San Jose, CA 95110

District Attorney of Santa Cruz
County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney of Sonoma County
600 Administration Drive, Room
212J
Santa Rosa, CA 95403

District Attorney of Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney of Stanislaus
County
800 11th Street, Room 200
PO BOX 442
Modesto, CA 95353

District Attorney of Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney of Ventura County
800 South Victoria Ave
Ventura, CA 93009

District Attorney of Tehama County
P.O. Box 519
Red Bluff, CA 96080

District Attorney of Yolo County
301 Second Street
Woodland, CA 95695

District Attorney of Trinity County
P.O. Box 1310
Weaverville, CA 96093

District Attorney of Yuba County
215 Fifth Street
Marysville, CA 95901

District Attorney of Tulare County
221 S. Mooney Ave, Room 224
Visalia, CA 93291

District Attorney of Tuolumne
County
423 No. Washington Street
Sonora, CA 95370

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113

Los Angeles City Attorney's Office
800 City Hall East
200 N. Main Street
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue #1620
San Diego, CA 92101

San Francisco City Attorney's
Office
City Hall, Room 234
San Francisco, CA 94102

California Attorney General's
Office
Attention: Proposition 65
Coordinator
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612

President*
Baby Boom Consumer
Products, Inc.
909 Third Avenue 27th Floor
New York, NY 10033-4731

Sol Betesh, Preside
The Betesh Group Holding
Corporation
1 E. 33rd Street, Floor 10
New York, NY 10016

Dennis J. Sullivan*
President
Dolly, Inc.
320 N. Fourth Street
Tipp City, OH 45371

W. Bruce Johnson*
Interim President and CEO
Kmart Corporation
3333 Beverly Road
Hoffman Estates, IL 60179

Dan W. Matthias*
Mothers Work, Inc.
456 North 5th Street
Philadelphia, PA 19123

W. Bruce Johnson*
Interim President and CEO
Sears Holdings Corporation
3333 Beverly Road
Hoffman Estates, IL 60179

W. Bruce Johnson*
Interim President and CEO
Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, IL 60179

H. Lee Scott, Jr.*
Chief Executive Officer
Wal-Mart Stores, Inc.
702 S.W., 8th Street
Bentonville, AR 72716

Frederick J. Rowan II*
Chairman and CEO
The William Carter Company
1170 Peachtree St. NE Ste
900
Atlanta, GA 30309