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ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 01 2010

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

MAY 28 2010

CENTER FOR ENVIRONMENTAL HEALTH, )

Plaintiff, )

v. )

LULU NYC LLC, et al., )

Defendants. )

Lead Case No. RG-09-459448

(Consolidated with Case Nos. RG-10-494289, RG-10-494513, and RG-10-494517)

~~CONSENT JUDGMENT  
[PROPOSED]~~

\_\_\_\_\_  
AND CONSOLIDATED CASES.  
\_\_\_\_\_

**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 Fashion Accessories that are (a) Manufactured by a Settling Defendant, or (b) distributed or sold for resale by a Settling Defendant, or (c) sold or offered for retail sale as a Private Label Covered Product by a Settling Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity that is under common ownership of the Private Labeler of such product.

1           1.3           “Effective Date” is the date on which this Consent Judgment is entered by the  
2 Court.

3           1.4           “Fashion Accessories” means: (i) wallets, handbags, purses, clutches and  
4 totes; (ii) belts; (iii) footwear; provided, however, that the terms of this Consent Judgment apply  
5 to each Settling Defendant only as to those Fashion Accessories designated for that Settling  
6 Defendant on Exhibit A.

7           1.5           “Lead Limits” means the maximum concentrations of lead and lead  
8 compounds (“Lead”) by weight specified in Section 3.2.

9           1.6           “Manufactured” and “Manufactures” have the meaning defined in Section  
10 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],<sup>1</sup> as amended  
11 from time to time.

12           1.7           “Non-Suspect Materials” means natural materials other than leather that have  
13 been determined not to exceed lead limits for children’s products by the final rule of the  
14 Consumer Product Safety Commission set forth at 16 CFR § 1500.91(d) and (e), as it exists on  
15 the Effective Date.

16           1.8           “Private Label Covered Product” means a Fashion Accessory that bears a  
17 private label where (i) the product (or its container) is labeled with the brand or trademark of a  
18 person other than a manufacturer of the product, (ii) the person with whose brand or trademark  
19 the product (or container) is labeled has authorized or caused the product to be so labeled, and  
20 (iii) the brand or trademark of a manufacturer of such product does not appear on such label.

21           1.9           “Private Labeler” means an owner of a brand or trademark on the label of a  
22 consumer product which bears a private label; provided, however, that a Settling Defendant is not  
23 a Private Labeler due solely to the fact that its name, brand or trademark is visible on a sign or on  
24 the price tag of a Fashion Accessory that is not labeled with a third party’s brand or trademark.

25           1.10          “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R. §  
26 1303.2(b)<sup>2</sup>, as amended from time to time.

27 \_\_\_\_\_  
28 <sup>1</sup> As of the Effective Date, the term “Manufactured” and “Manufactures” means to manufacture,  
produce, or assemble.

1           1.11       “Vendor” means a person or entity that Manufactures, imports, distributes, or  
2 supplies a Fashion Accessory to a Settling Defendant, and that is not itself a Settling Defendant.

3       **2.     INTRODUCTION.**

4           2.1       The parties to this Consent Judgment (“Parties”) are the Center for  
5 Environmental Health (“CEH”) and the entities executing this Consent Judgment that are also  
6 listed on Exhibit A (the “Settling Defendants”).

7           2.2       Commencing in April 2009, CEH served multiple 60-Day Notices of  
8 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,  
9 California Health and Safety Code Section 25249.5, *et seq.*), alleging that the entities named in  
10 those notices violated Proposition 65 by exposing persons to lead contained in wallets, handbags,  
11 purses, clutches, totes, belts and footwear, without first providing a clear and reasonable  
12 Proposition 65 warning.

13          2.3       Each Settling Defendant manufactures, distributes or offers Fashion  
14 Accessories for sale in the State of California or has done so in the past.

15          2.4       Each Settling Defendant represents that as of the date it executes this Consent  
16 Judgment: (a) no public enforcer is diligently prosecuting an action related to lead in its Fashion  
17 Accessories; and (b) it does not have a pending 60-Day Notice of Violation of Proposition 65 as  
18 to lead in its Fashion Accessories (as defined below) from any entity that predates the 60-Day  
19 Notice of Violation of Proposition 65 issued by CEH for lead in such Fashion Accessories.  
20 “Pending” in the prior sentence means that such 60-Day Notice has not been withdrawn, resolved  
21 by judgment or resolved by settlement agreement.

22          2.5       On June 24, 2009 CEH filed the action entitled *CEH v. LuLu NYC LLC, et al.*,  
23 Case No. RG 09-459448, in the Superior Court of California for Alameda County, alleging  
24 Proposition 65 violations as to wallets, handbags, purses, clutches, totes. On or about January 15,

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25       <sup>2</sup> As of the Effective Date, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other  
26 material, with or without a suspension of finely divided coloring matter, which changes to a solid  
27 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other  
28 surface. This term does not include printing inks or those materials which actually become a part  
of the substrate, such as the pigment in a plastic article, or those materials which are actually  
bonded to the substrate, such as by electroplating or ceramic glazing.

1 2010, CEH filed its First Amended Complaint, and also filed the following new actions alleging  
2 Proposition 65 violations as to lead in Fashion Accessories: *CEH v. Ashley Stewart Ltd., et al.*,  
3 Alameda County Superior Court Case No. RG 10-494289; *CEH v. Zappos.com, Inc., et al.*,  
4 Alameda County Superior Court Case No. RG 10-494513; and *CEH v. Bag Bazaar, Ltd., et al.*,  
5 Alameda County Superior Court Case No. RG 10-494517. On March 3, 2010, the Court  
6 consolidated the four actions for pre-trial purposes under Lead Case No. RG 09-459448.

7           2.6           The Parties intend this Consent Judgment to set new industry-wide standards  
8 for lead in various components of Fashion Accessories that are feasible for manufacturers,  
9 importers, distributors, and retailers to implement, and that comply with Proposition 65.

10           2.7           For purposes of this Consent Judgment only, the Parties stipulate that this  
11 Court has jurisdiction over the allegations of violations contained in the operative Complaint  
12 applicable to each Settling Defendant (the “Complaint”) and personal jurisdiction over each  
13 Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of  
14 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

15           2.8           Nothing in this Consent Judgment is or shall be construed as an admission by  
16 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
17 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
18 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
19 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
20 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
21 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in  
22 this action.

23 **3.       INJUNCTIVE RELIEF**

24           3.1           **Specification Compliance Date.** To the extent it has not already done so, no  
25 more than 30 days after the Effective Date, each Settling Defendant shall provide the Lead Limits  
26 to its Vendors of Fashion Accessories that will be sold or offered for sale to California consumers  
27 and shall instruct each Vendor to use reasonable efforts to provide Fashion Accessories that  
28

1 comply with the Lead Limits on a nationwide basis. This Section 3.1 is not applicable with  
2 respect to Non-Suspect Materials.

3 **3.2 Lead Limits.**

4 A Settling Defendant shall not purchase, import, Manufacture, or supply to an  
5 unaffiliated third party any Covered Product that will be sold or offered for sale to California  
6 consumers that exceeds the following Lead Limits:

7 3.2.1 Commencing on December 1, 2010, Paint or other Surface Coatings on  
8 Accessible Components: 90 parts per million (“ppm”).

9 3.2.2 Commencing on December 1, 2010, leather (including composited leather)  
10 Accessible Components: 600 ppm; and commencing on December 1, 2011: 300 ppm. In  
11 the alternative, Covered Products containing multiple patches of different scrap leathers  
12 may be sold with a clear and reasonable warning provided pursuant to the requirements of  
13 Section 3.4.

14 3.2.3 Commencing on December 1, 2010, polyvinyl chloride (“PVC”)  
15 Accessible Components: 300 ppm, and commencing on December 1, 2011, PVC  
16 Accessible Components: 200 ppm.

17 3.2.4 Commencing December 1, 2010, for all other Accessible Components  
18 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or  
19 rhinestones: 300 ppm.

20 **3.3 Final Retail Compliance Date.** Commencing on December 1, 2011, a  
21 Settling Defendant shall not sell or offer for sale in California any Covered Product that exceeds  
22 the Lead Limits specified in Section 3.2 as being effective December 1, 2010. Commencing on  
23 December 1, 2012, a Settling Defendant shall not sell or offer for sale in California any Covered  
24 Product that exceeds the Lead Limits specified in Section 3.2 as being effective December 1,  
25 2011. For purposes of this Section 3.3, when a Settling Defendant’s direct customer sells or  
26 offers for sale to California consumers a Covered Product after the applicable Final Retail  
27 Compliance Date, the Settling Defendant is deemed to “offer for sale in California” that Covered  
28 Product.

1                   3.4           **Warnings for Covered Products.**

2                   3.4.1   **Interim Warning Option.** A Covered Product purchased, imported or  
3                   Manufactured by a Settling Defendant before December 1, 2010, may, as an alternative to  
4                   meeting the Lead Limits, be sold or offered for retail sale in California after December 1,  
5                   2011, with a Clear and Reasonable Warning that complies with the provisions of Section  
6                   3.4.2.

7                   3.4.2   **Proposition 65 Warnings.** A Clear and Reasonable Warning under this  
8                   Consent Judgment shall state either:

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

12                  Or

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

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

24                  3.5           **Action Regarding Specific Products.**

25                  3.5.1   On or before the Effective Date, each Settling Defendant shall (i) cease  
26                  selling the specific products identified as Section 3.5 Products next to its name on Exhibit  
27                  A (the “Section 3.5 Products”) in California, and (ii) cease shipping the Section 3.5  
28                  Products to any of its customers that resell the Section 3.5 Products in California, and (iii)

1 send instructions to its customers that resell the Section 3.5 Products in California  
2 instructing them to cease offering such Section 3.5 Products for sale in California.

3 3.5.2 If a Settling Defendant has not complied with Section 3.5.1 prior to  
4 executing this Consent Judgment, it shall instruct its California stores and/or customers  
5 that resell the Section 3.5 Products either to (i) return all the Section 3.5 Products to the  
6 Settling Defendant for destruction; or (ii) directly destroy the Section 3.5 Products; or (iii)  
7 sell the Section 3.5 Products with a Clear and Reasonable Warning that complies with the  
8 provisions of Section 3.4.2.

9 3.5.3 Any destruction of Section 3.5 Products shall be in compliance with all  
10 applicable laws.

11 3.5.4 Within sixty days of the Effective Date, each Settling Defendant shall  
12 provide CEH with written certification from the Settling Defendant confirming  
13 compliance with the requirements of this Section 3.5.

14 3.6 **Deadlines for Belts and Footwear.** Each of the dates set forth in Sections  
15 3.2, 3.3 and 3.4 is extended by one year with respect to Covered Products that are belts or  
16 footwear.

17 **4. ENFORCEMENT**

18 4.1 Any Party may, after meeting and conferring, by motion or application for an  
19 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
20 Judgment. Enforcement of the terms and conditions of Section 3.2 and 3.3 of this Consent  
21 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

22 4.2 Within 30 days after the Effective Date, each Settling Defendant shall notify  
23 CEH of a means sufficient to allow CEH to identify Covered Products supplied or offered by that  
24 Settling Defendant on or after that date, for example, a unique brand name or characteristic  
25 system of product numbering or labeling. Information provided to CEH pursuant to this Section  
26 4.2, including but not limited to the identities of parties to contracts among Settling Defendants or  
27 between Settling Defendants and third parties, may be designated by the Settling Defendant as  
28 competitively sensitive confidential business information, and if so designated shall not be

1 disclosed to any person, including but not limited to any Settling Defendant, without the written  
2 permission of the Settling Defendant who provided the information. Any motions or pleadings or  
3 any other court filings that may reveal information designated as competitively sensitive  
4 confidential business information pursuant to this Section shall be submitted in accordance with  
5 California Rules of Court 8.160 and 2.550, *et seq.*

6           4.3           **Notice of Violation.** CEH may seek to enforce the requirements of Section 3.2  
7 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

8           4.3.1       **Service of Notice.** CEH shall serve the Notice of Violation on the Settling  
9 Defendant(s) that CEH alleges to have violated Sections 3.2 or 3.3 within 45 days of the  
10 date the alleged violation(s) was or were observed, provided, however, that CEH may  
11 have up to an additional 45 days to provide the Settling Defendant with the test data  
12 required by Section 4.3.2(d) below if it has not yet obtained it from its laboratory.

13           4.3.2       **Supporting Documentation.** The Notice of Violation shall, at a minimum,  
14 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,  
15 (b) the location at which the Covered Product was offered for sale, (c) a description of the  
16 Covered Product giving rise to the alleged violation, and of each Accessible Component  
17 that is alleged not to comply with the Lead Limits and/or each Accessible Component that  
18 is a Non-Suspect Material that is alleged to contain Lead in excess of 300 ppm, including  
19 a picture of the Covered Product and all identifying information on tags and labels, and  
20 (d) all test data obtained by CEH regarding the Covered Product and related supporting  
21 documentation, including all laboratory reports, quality assurance reports and quality  
22 control reports associated with testing of the Covered Products. Such Notice of Violation  
23 shall be based at least in part upon total acid digest testing performed by an independent  
24 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
25 themselves sufficient to support a Notice of Violation, although any such testing may be  
26 used as additional support for a Notice. The Parties agree that the sample Notice of  
27 Violation attached hereto as Exhibit B is sufficient in form to satisfy the requirements of  
28 subsections (c) and (d) of this Section 4.3.2.

1           4.3.3 **Additional Documentation.** CEH shall promptly make available for  
2 inspection and/or copying upon request by and at the expense of the Settling Defendant,  
3 all supporting documentation related to the testing of the Covered Products and associated  
4 quality control samples, including chain of custody records, all laboratory logbook entries  
5 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts  
6 from all analytical instruments relating to the testing of Covered Product samples and any  
7 and all calibration, quality assurance, and quality control tests performed or relied upon in  
8 conjunction with the testing of the Covered Products, obtained by or available to CEH that  
9 pertains to the Covered Product’s alleged noncompliance with Section 3 and, if available,  
10 any exemplars of Covered Products tested.

11           4.3.4 **Multiple Notices.** If the Settling Defendant has received more than four  
12 Notices of Violation in any 12-month period, at CEH’s option, CEH may seek whatever  
13 fines, costs, penalties, or remedies are provided by law for failure to comply with the  
14 Consent Judgment. For purposes of determining the number of Notices of Violation  
15 pursuant to this Section 4.3.4, the following shall be excluded:

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

18                   (b) A Notice of Violation that meets one or more of the conditions of  
19 Section 4.4.3(c).

20           4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation  
21 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), the Settling  
22 Defendant shall provide written notice to CEH stating whether it elects to contest the allegations  
23 contained in the Notice of Violation (“Notice of Election”). Failure to provide a Notice of  
24 Election shall be deemed an election to contest the Notice of Violation.

25           4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of  
26 Election shall include all then-available documentary evidence regarding the alleged  
27 violation, including any test data. Within 30 days the parties shall meet and confer to  
28 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,

1 CEH may file an enforcement motion or application pursuant to Section 4.1. If the  
2 Settling Defendant withdraws its Notice of Election to contest the Notice of Violation  
3 before any motion concerning the violations alleged in the Notice of Violation is filed  
4 pursuant to Section 4.1, the Settling Defendant shall make a contribution to the  
5 Proposition 65 Fashion Accessory Testing Fund in the amount of \$12,500 and shall  
6 comply with all of the non-monetary provisions of Section 4.4.2. If, at any time prior to  
7 reaching an agreement or obtaining a decision from the Court, CEH or the Settling  
8 Defendant acquires additional test or other data regarding the alleged violation, it shall  
9 promptly provide all such data or information to the other Party.

10 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested, the  
11 Settling Defendant shall include in its Notice of Election a detailed description of  
12 corrective action that it has undertaken or proposes to undertake to address the alleged  
13 violation. Any such correction shall, at a minimum, provide reasonable assurance that the  
14 Covered Product will no longer be offered by the Settling Defendant or its customers for  
15 sale in California. If there is a dispute over the sufficiency of the proposed corrective  
16 action or its implementation, CEH shall promptly notify the Settling Defendant and the  
17 Parties shall meet and confer before seeking the intervention of the Court to resolve the  
18 dispute. In addition to the corrective action, the Settling Defendant shall make a  
19 contribution to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one  
20 of the provisions of Section 4.4.3 applies.

21 4.4.3 **Limitations in Non-Contested Matters.**

22 (a) The monetary liability of a Settling Defendant that elects not to  
23 contest a Notice of Violation before any motion concerning the violation(s) at issue has  
24 been filed shall be limited to the contributions required by this Section 4.4.3, if any.

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

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- (c) The contribution to the Fashion Accessory Testing Fund shall be:
  - (i) One thousand seven hundred fifty dollars (\$1750) if the Settling Defendant, prior to receiving and accepting for distribution or sale the Covered Product identified in the Notice of Violation, obtained test results demonstrating that all of the Accessible Components in the Covered Product identified in the Notice of Violation complied with the applicable Lead Limits, and further provided that such test results would be sufficient to support a Notice of Violation and that the testing was performed within two years prior to the date of the sales transaction on which the Notice of Violation is based. The Settling Defendant shall provide copies of such test results and supporting documentation to CEH with its Notice of Election; or
  - (ii) Not required or payable, if the Notice of Violation concerns a Non-Suspect Material; provided, however, that the foregoing exemption shall not apply if the Settling Defendant has received more than three Notices of Violation in an 18-month period for the same Non-Suspect Material that was supplied by more than one Vendor; or
  - (iii) One thousand five hundred dollars (\$1500) for a Settling Defendant that is in violation of Section 3.3 only insofar as that Section deems the Settling Defendant to have “offered for sale” a product sold at retail by that Settling Defendant’s customer, provided however, that no contribution is required or payable if the Settling Defendant has already been required to pay a total of ten thousand dollars (\$10,000) pursuant to this subsection. This subsection shall apply only to Covered Products that the Settling Defendant demonstrates were shipped prior to the applicable Shipping Compliance Date specified in Section 3.2.
  - (iv) Not required or payable, if the Notice of Violation identifies the same Covered Product or Covered Products, differing only in size or

1 color, that have been the subject of another Notice of Violation within the  
2 preceding 12 months.

3 **4.5 Additional Enforcement for Noncompliant Non-Covered Products.** If  
4 CEH alleges that a Settling Defendant sold or offered for retail sale to California consumers a  
5 Fashion Accessory that is not a Covered Product, and that contains Lead in an amount that  
6 exceeds any of the applicable Lead Limits (“Noncompliant Non-Covered Product”), then prior to  
7 CEH serving a 60-Day Notice under Proposition 65 on such Settling Defendant, CEH shall  
8 provide notice to the Settling Defendant pursuant to this Section 4.5.

9 4.5.1 The notice shall contain the information required for a Notice of Violation  
10 in Section 4.3. If the information is insufficient to allow the Settling Defendant to identify  
11 the Noncompliant Non-Covered Product and/or Vendor, it may request that CEH provide  
12 any further identifying information for the Noncompliant Non-Covered Product that is  
13 reasonably available to it.

14 4.5.2 Within 30 days of receiving a notice pursuant to Section 4.5, or of any  
15 requested further information sufficient to identify the Noncompliant Non-Covered  
16 Product, whichever is later, the Settling Defendant shall serve a Notice of Election on  
17 CEH. The Notice of Election shall:

18 (a) Identify to CEH (by proper name, address of principal place of  
19 business and telephone number) the person or entity that sold the Noncompliant Non-  
20 Covered Product to the Settling Defendant;

21 (b) Identify the manufacturer and other distributors in the chain of  
22 distribution of the Noncompliant Non-Covered Product, provided that such information is  
23 reasonably available; and

24 (c) Include either: (i) a statement that the Settling Defendant elects not  
25 to proceed under this Section 4.5, in which case CEH may take further action including  
26 issuance of a 60-Day Notice under Proposition 65; (ii) a statement that the Settling  
27 Defendant elects to proceed under this Section 4.5, with a description of corrective action  
28 that meets the conditions of Section 4.4.2., and a contribution to the Fashion Accessory

1 Testing Fund in the amount required under Section 4.5.6, or (iii) a statement that the  
2 Settling Defendant contends that the Noncompliant Non-Covered Product is released from  
3 liability by a Qualified Settlement under Section 4.5.4 along with a copy of such Qualified  
4 Settlement.

5 4.5.3 A party's disclosure pursuant to this Section 4.5 of any (i) test reports, (ii)  
6 confidential business information, or (iii) other information that may be subject to a claim  
7 of privilege or confidentiality, shall not constitute a waiver of any such claim of privilege  
8 or confidentiality, provided that the Party disclosing such information shall clearly  
9 designate it as confidential. Any Party receiving information designated as confidential  
10 pursuant to this Section 4.5.3 shall not disclose such information to any unrelated person  
11 or entity, and shall use such information solely for purposes of resolving any disputes  
12 under this Consent Judgment.

13 4.5.4 No further action is required of the Settling Defendant under this Consent  
14 Judgment if the Noncompliant Non-Covered Product is otherwise released from liability  
15 for alleged violations of Proposition 65 with respect to Lead in the Noncompliant Non-  
16 Covered Product by the terms of a separate settlement agreement or consent judgment  
17 entered into by CEH under Health and Safety Code Section 25249.7 ("Qualified  
18 Settlement").

19 4.5.5 If the Settling Defendant elects not to proceed under Section 4.5, then  
20 neither the Settling Defendant nor CEH has any further duty under this Section 4.5 and  
21 either may pursue any available remedies under Proposition 65 or otherwise. If the  
22 Settling Defendant elects to proceed under Section 4.5.2(c)(ii), then compliance with that  
23 Section shall constitute compliance with Proposition 65 as to that Noncompliant Non-  
24 Covered Product.

25 4.5.6 If the Settling Defendant elects to proceed under this Section 4.5 and is not  
26 relieved of liability under Section 4.5.4, the Settling Defendant shall make a contribution  
27 to the Fashion Accessory Testing Fund in the amounts that follow unless one of the  
28 provisions of Section 4.4.3(c) applies, in which case the applicable amount specified in

1 Section 4.4.3(c) if any, shall instead apply. The contribution shall be \$5,000 if at least one  
2 of the person(s) identified by the Settling Defendant pursuant to Section 4.5.2 (i) is a  
3 person in the course of doing business as defined in Health and Safety Code §25249.11(b)  
4 and (ii) has a principal place of business located within the United States, and \$10,000 for  
5 all other notices.

6 4.5.7 If a Settling Defendant makes a contribution pursuant to this Section and at  
7 a later date CEH resolves the alleged violation with the direct or indirect Vendor of the  
8 Noncompliant Non-Covered Product, CEH shall notify the Settling Defendant and the  
9 Settling Defendant shall be entitled to a refund of the lesser amount of its contribution or  
10 the settlement amount paid by such Vendor. If the settlement or consent judgment  
11 between CEH and the direct or indirect Vendor of the Noncompliant Non-Covered  
12 Product does not provide for the refund to be paid directly by the Vendor to the Settling  
13 Defendant, then CEH shall pay the refund to the Settling Defendant within 15 days of  
14 receiving the Vendor's settlement payment.

15 4.5.8 Any notice served by CEH pursuant to this Section 4.5 shall not be  
16 considered a Notice of Violation for purposes of Section 4.3. Nothing in this Section 4.5  
17 affects CEH's right to issue a 60-Day Notice under Proposition 65 against any entity other  
18 than a Settling Defendant.

## 19 **5. PAYMENTS**

20 5.1 **Payments by Settling Defendants.** Within fifteen days after entry of this  
21 Consent Judgment, each Settling Defendant or group of Settling Defendants identified together on  
22 Exhibit A (a "Settling Defendant Group") shall pay the sum set forth for that Settling Defendant  
23 Group in Exhibit A. These amounts are calculated as follows:

24 5.1.1 Each Settling Defendant Group shall pay a base settlement amount of  
25 \$32,500.

26 5.1.2 Each Settling Defendant Group that elected to apply the terms of this  
27 Consent Judgment to a second type of Fashion Accessories as reflected on Exhibit A shall,  
28 in addition to the amount set forth in Section 5.1.1, pay an additional (a) six thousand five

1 hundred dollars (\$6,500) if the Settling Defendant Group did not receive a 60-Day Notice  
2 from CEH regarding the alleged presence of Lead in such second type of Fashion  
3 Accessory before December 18, 2009, or (b) nine thousand dollars (\$9,000) if the Settling  
4 Defendant Group received a 60-Day Notice from CEH regarding the alleged presence of  
5 Lead in such second type of Fashion Accessory before December 18, 2009.

6 5.1.3 Each Settling Defendant Group that elected to apply the terms of this  
7 Consent Judgment to a third type of Fashion Accessories as reflected on Exhibit A shall,  
8 in addition to the amount set forth in Section 5.1.1 and 5.1.2, pay an additional (a) six  
9 thousand five hundred dollars (\$6,500) if the Settling Defendant Group did not receive a  
10 60-Day Notice from CEH regarding the alleged presence of Lead in such third type of  
11 Fashion Accessory before December 18, 2009, or (b) nine thousand dollars (\$9,000) if the  
12 Settling Defendant Group received a 60-Day Notice from regarding the alleged presence  
13 of Lead in such third type of Fashion Accessory before December 18, 2009.

14 5.1.4 Each Settling Defendant Group that includes a Settling Defendant  
15 identified as an Affiliated Settling Defendant on Exhibit A shall pay the amount set forth  
16 on Exhibit A for such Affiliated Settling Defendants.

17 5.2 The settlement payment shall be by check made payable to the Lexington Law  
18 Group Attorney-Client Trust Fund. The funds paid by the Settling Defendants shall be allocated  
19 as set forth on Exhibit A for each Settling Defendant Group between the following categories:

20 5.2.1 A civil penalty pursuant to Health and Safety Code Section 25249.7(b), of  
21 which 25% shall be paid to CEH and 75% shall be paid to the State of California's Office of  
22 Environmental Health Hazard Assessment.

23 5.2.2 A payment to CEH in lieu of civil penalty pursuant to Health & Safety  
24 Code Section 25249.7(b), and California Code of Regulations, Title 11, § 3202(b). CEH will use  
25 such funds to continue its work educating and protecting people from exposures to toxic  
26 chemicals, including heavy metals. In addition, as part of its Community Environmental Action  
27 and Justice Fund, CEH will use four percent of such funds to award grants to grassroots  
28 environmental justice groups working to educate and protect people from exposures to toxic

1 chemicals. The method of selection of such groups can be found at the CEH web site at  
2 www.ceh.org/justicefund.

3 5.2.3 A contribution to the Proposition 65 Fashion Accessory Testing Fund.  
4 CEH shall use such funds to locate, purchase and test wallets, purses, handbags, clutches, totes,  
5 belts and footwear to verify compliance with the reformulation requirements of Section 3, to  
6 prepare, send and prosecute Notices of Violation as necessary to Settling Defendants pursuant to  
7 Section 4, and to reimburse attorneys' fees and costs incurred in connection with these activities.

8 5.2.4 As reimbursement of a portion of CEH's attorneys' fees and costs.

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 6.3 **Opt-In Defendants.** This Consent Judgment may be amended pursuant to the  
17 procedure set forth in the Order For Entry of Judgment, Opt-in Procedure and Future Amendment  
18 of Consent Judgment.

19 **7. CLAIMS COVERED AND RELEASED**

20 7.1 This Consent Judgment is a full, final and binding resolution between CEH on  
21 behalf of itself and the public interest and each Settling Defendant, and their 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 Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on  
28

1 failure to warn about alleged exposure to Lead contained in Fashion Accessories that were sold  
2 by a Settling Defendant prior to the Effective Date.

3 7.2 Compliance with the terms of this Consent Judgment by a Settling Defendant  
4 constitutes compliance with Proposition 65 with respect to Lead in that Settling Defendant's  
5 Covered Products.

6 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an  
7 action under Proposition 65 against any person other than a Settling Defendant, Defendant  
8 Releasee, or Downstream Defendant Releasee.

9 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action  
10 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer  
11 of a Settling Defendant under Section 3.3; (b) sells or offers for sale a Covered Product to  
12 California consumers that does not comply with the Lead Limits after the applicable Final Retail  
13 Compliance Date set forth in Section 3.3; and (c) is not sold or offered for sale with compliant  
14 Proposition 65 warnings under this Consent Judgment.

15 **8. NOTICE**

16 8.1 When any Party is entitled to receive any notice under this Consent Judgment,  
17 the notice shall be sent by certified mail and electronic mail to the person identified in Exhibit A.  
18 Any Party may modify the person and address to whom the notice is to be sent by sending each  
19 other Party notice by certified mail and/or other verifiable form of written communication.

20 **9. COURT APPROVAL**

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

24 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
25 effect and shall never be introduced into evidence or otherwise used in any proceeding for any  
26 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.  
27  
28

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 a  
5 Settling Defendant prevail on any motion application for an order to show cause or other  
6 proceeding, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a  
7 result of such motion or application upon a finding by the court that CEH's prosecution of the  
8 motion or application lacked substantial justification. For purposes of this Consent Judgment, the  
9 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of  
10 1986, Code of Civil Procedure Section 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 any Settling  
17 Defendant as to that Settling Defendant at any time after September 1, 2017, upon the provision  
18 of 30 days advanced written notice; such termination shall be effective upon the subsequent filing  
19 of a notice of termination with Superior 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, 7, and 12.1 shall survive any termination and  
23 provided further that if a Settling Defendant is the terminating Party, the provisions of Sections 5,  
24 7.1 and 12.1 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

1           12.2       This Consent Judgment shall apply to and be binding upon CEH and Settling  
2 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
3 assigns of any of them.

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

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

19           12.5       This Court shall retain jurisdiction of this matter to implement or modify the  
20 Consent Judgment.

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

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

28           12.8       The Parties, including their counsel, have participated in the preparation of

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

9 **IT IS SO STIPULATED:**

10

11 **CENTER FOR ENVIRONMENTAL HEALTH**

12

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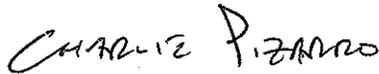
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Signature

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ACME ACCESSORIES, INC.

  
Signature

Jennifer Sebenius  
Printed Name

V.P. of Licensing  
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A.I.J.J. ENTERPRISES, INC.

RAINBOW USA, INC.

Signature

Signature

Joseph Chehebar

Joseph Chehebar

Printed Name

Printed Name

Vice President

Vice President

Title

Title

RAINBOW APPAREL DISTRIBUTION  
CENTER CORP.

THE NEW 5-7-9 AND BEYOND, INC.

Signature

Signature

Joseph Chehebar

Joseph Chehebar

Printed Name

Printed Name

Vice President

Vice President

Title

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**ALDO GROUP INC.**

  
Signature

DAVID BENSADOUN  
Printed Name

Group Vice President  
Title

**ALDO U.S. INC.**

  
Signature

DAVID BENSADOUN  
Printed Name

Group vice President  
Title

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**AMERICAN EAGLE OUTFITTERS, INC.**

*Neil Bulman Jr*

Signature

N. Bulman Jr

Printed Name

VP

Title

**AE RETAIL WEST LLC**

*Neil Bulman Jr*

Signature

N. Bulman Jr

Printed Name

VP

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**BAG BAZAAR. LTD.**

  
Signature

SOLOMON A. SUTTON  
Printed Name

C. B. O  
Title

**ACCESSORY EXCHANGE LLC**

  
Signature

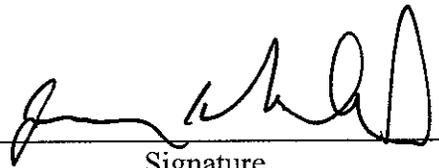
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Printed Name

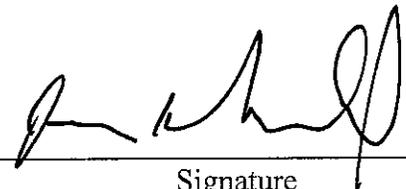
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**CAMUTO CONSULTING INC.**

**VCJS LLC erroneously sued as  
CAMUTO GROUP - VCJS LLC**

  
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Signature

  
\_\_\_\_\_  
Signature

Jeffrey K. Howald  
\_\_\_\_\_  
Printed Name

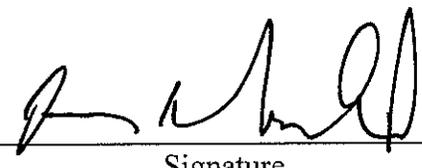
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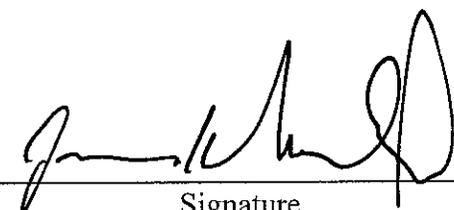
Chief Financial Officer  
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Title

Chief Financial Officer  
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Title

**HOT ON TIME LLC**

**VINCENT CAMUTO LLC**

  
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Signature

  
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Signature

Jeffrey K. Howald  
\_\_\_\_\_  
Printed Name

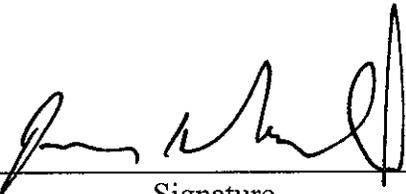
Jeffrey K. Howald  
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Printed Name

Chief Financial Officer  
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Chief Financial Officer  
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VCS GROUP LLC

  
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Jeffrey K. Howald  
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Printed Name

Chief Financial Officer  
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COLDWATER CREEK, INC.



Signature

John E. Hayes

Printed Name

Sr. VP, General Counsel, Acting  
CFO & Secretary

COLDWATER CREEK U.S. INC.



Signature

John E. Hayes

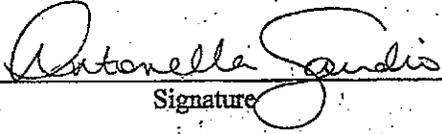
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President

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DIESEL U.S.A., INC.

  
Signature

Antonella Gaudio  
Printed Name

Director of Purchasing  
Title

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**DSW SHOE WAREHOUSE, INC.**



Signature

William Jordan

Printed Name

EVP, General Counsel

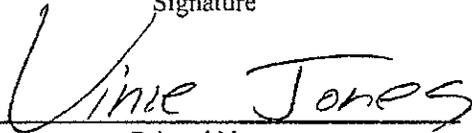
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EBAGS, INC.



Signature



Printed Name



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**EXPRESS, LLC**

*Matt Moeller*  
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Signature

Matt Moellering  
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Printed Name

CAO, CEO  
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**FANTASIA ACCESSORIES, LTD.**



Signature

Edward Agac

Printed Name

President

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FOREVER 21 RETAIL, INC.

  
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Signature

Jong S. Kim  
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Printed Name

Senior Vice President  
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FOSSIL, INC.



Signature

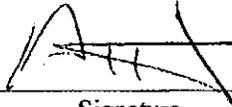
Mark Quick

Printed Name

Vice Chairman

Title

FOSSIL STORES I, INC.



Signature

Randy Hyne

Printed Name

Secretary

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**GUESS?, INC.**

*Allegil*  
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Signature

*Deborah Siegel*  
\_\_\_\_\_  
Printed Name

*Secretary*  
\_\_\_\_\_  
Title

**GUESS? RETAIL, INC.**

*Allegil*  
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Signature

*Deborah Siegel*  
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Printed Name

*Secretary*  
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J.C. PENNEY CORPORATION, INC.

*Lorraine Hitch*

Signature

LORRAINE HITCH

Printed Name

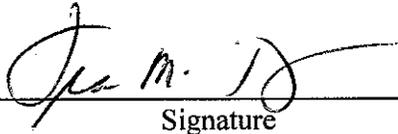
*SVP/OMM Footwear and Handbags*

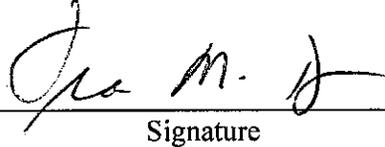
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**JONES APPAREL GROUP, INC.**

**JAG FOOTWEAR, ACCESSORIES AND  
RETAIL CORPORATION, as successor  
to JONES RETAIL CORPORATION and  
NINE WEST FOOTWEAR  
CORPORATION**

  
Signature

  
Signature

Ira M. Dansky

Ira M. Dansky

Printed Name

Printed Name

Executive Vice President, Secretary and General Counsel

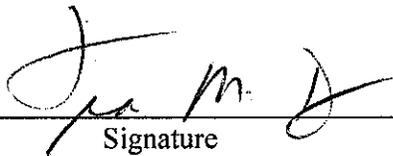
Executive Vice President and Secretary

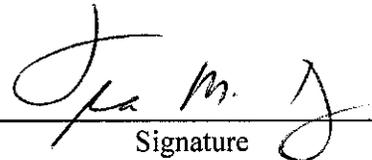
Title

Title

**JONES APPAREL GROUP USA, INC.**

**JONES JEANSWEAR GROUP, INC.**

  
Signature

  
Signature

Ira M. Dansky

Ira M. Dansky

Printed Name

Printed Name

Secretary

Secretary

Title

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KOHL'S DEPARTMENT STORES, INC.



Signature

GERRY MORROW

Printed Name

SENIOR VICE PRESIDENT PRODUCT SERVICES

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LIMITED STORES, LLC

  
Signature

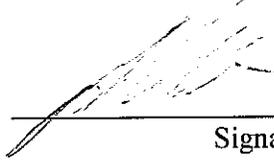
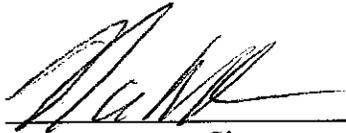
John D. Buell  
Printed Name

EVP & CFO  
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**LIZ CLAIBORNE, INC.**

**JUICY COUTURE, INC.**



Signature

Signature

Nicholas Rubino

Nicholas Rubino

Printed Name

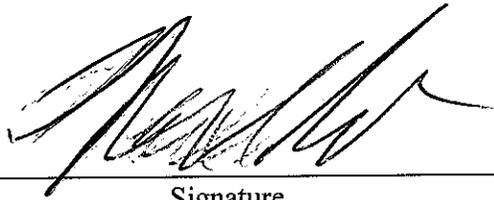
Printed Name

SVP, Chief Legal Officer, General Counsel + Secretary  
Title

SVP, Chief Legal Officer, General Counsel + Secretary  
Title

**KATE SPADE LLC**

**LUCKY BRAND DUNGAREES, INC.**



Signature

Signature

Nicholas Rubino

Nicholas Rubino

Printed Name

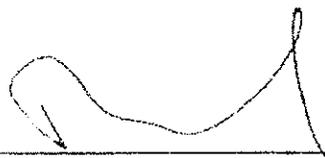
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SVP, Chief Legal Officer, General Counsel + Secretary  
Title

SVP, Chief Legal Officer, General Counsel + Secretary  
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**MACY'S, INC.**



Signature

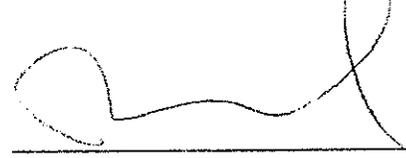
Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

Title

**MACY'S DEPARTMENT STORES, INC.**



Signature

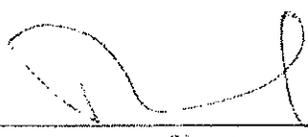
Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

Title

**BLOOMINGDALE'S, INC.**



Signature

Dennis Broderick

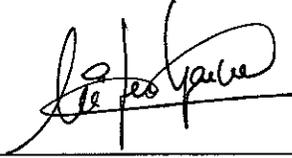
Printed Name

EVP, General Counsel & Secretary

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MANGO NY, INC.



Signature

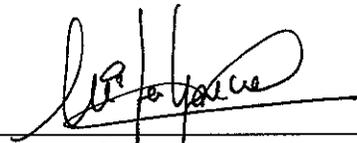
MARIA JESUS GARCIA LECUMBERRI

Printed Name

PRESIDENT

Title

DISTEX, INC.



Signature

MARIA JESUS GARCIA LECUMBERRI

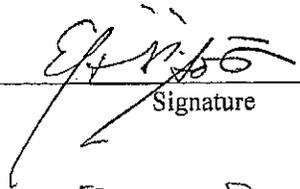
Printed Name

PRESIDENT

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METROPARK USA, INC.

  
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Signature

*EFTHYMIOS P. SOTOL*  
\_\_\_\_\_  
Printed Name

*CHIEF OPERATING & FINANCIAL OFFICER*  
\_\_\_\_\_  
Title

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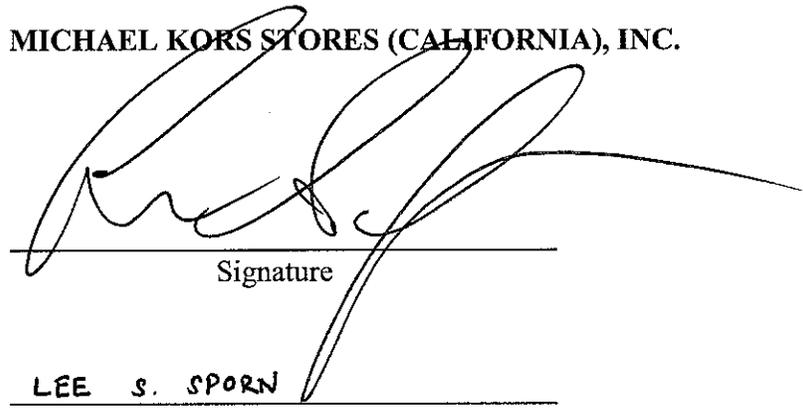
**MICHAEL KORS (USA), INC.**

  
Signature

**LEE S. SPORN**  
Printed Name

**SENIOR VICE PRESIDENT, BUSINESS AFFAIRS, GENERAL COUNSEL & SECRETARY**  
Title

**MICHAEL KORS STORES (CALIFORNIA), INC.**

  
Signature

**LEE S. SPORN**  
Printed Name

**SENIOR VICE PRESIDENT, BUSINESS AFFAIRS, GENERAL COUNSEL & SECRETARY**  
Title

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**MONDANI HANDBAGS & ACCESSORIES, INC.**

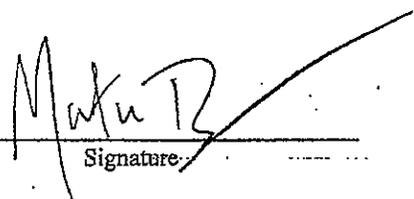
  
Signature

ROBERT H. DREYLING  
Printed Name

CFO  
Title

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PACIFIC WORLDWIDE, INC.

  
Signature

MARTIN TERZIAN  
Printed Name

PRESIDENT  
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**PHILLIPS-VAN HEUSEN CORPORATION**

  
Signature

Mark D. Fischer  
Printed Name

Senior Vice President  
Title

**CALVIN KLEIN, INC.**

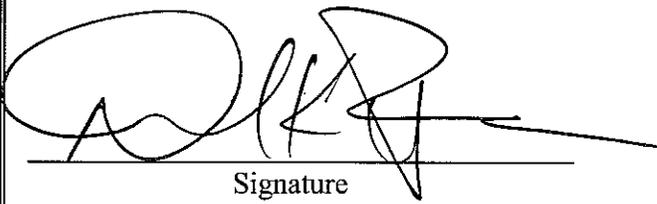
  
Signature

Mark D. Fischer  
Printed Name

SENIOR VICE PRESIDENT  
Title

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**RAY'S ENTERPRISES OF CHESAPEAKE  
WALK, INC. DBA HOBO INTERNATIONAL**

  
Signature

DAVID K. BREWER  
Printed Name

PRESIDENT  
Title

1 ROSETTI HANDBAGS AND ACCESSORIES, LTD.

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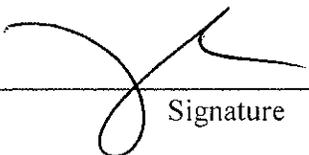
  
Signature

Ronald Ventricelli  
Printed Name

Chief Operating Officer  
Title

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**SAKS INCORPORATED**

  
\_\_\_\_\_  
Signature

MICHAEL BRIZER  
\_\_\_\_\_  
Printed Name

EVP + General Counsel  
\_\_\_\_\_  
Title

**SAKS & COMPANY**

  
\_\_\_\_\_  
Signature

Meredith Fogel  
\_\_\_\_\_  
Printed Name

VP & Assistant Secretary  
\_\_\_\_\_  
Title

**SCCA STORE HOLDINGS, INC.**

  
\_\_\_\_\_  
Signature

Meredith Fogel  
\_\_\_\_\_  
Printed Name

VP & Assistant Secretary  
\_\_\_\_\_  
Title

**SAKS DIRECT, LLC**

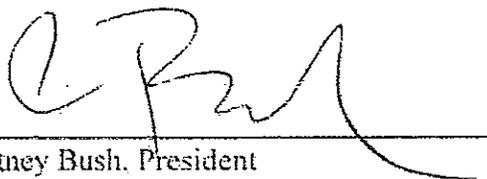
  
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Signature

Meredith Fogel  
\_\_\_\_\_  
Printed Name

VP & Assistant Secretary  
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SAN DIEGO HAT COMPANY

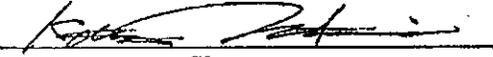


3/23/2010

Courtney Bush, President

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SANRIO, INC.

  
Signature

Katsumi Murakami  
Printed Name

President & CEO  
Title

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**SEARS, ROEBUCK & CO.**

MARY Tortorice  
Signature

Mary Tortorice  
Printed Name

VP / Deputy General Counsel  
Title

**KMART CORPORATION**

MARY Tortorice  
Signature

Mary Tortorice  
Printed Name

VP / Deputy General Counsel  
Title

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**STEVEN MADDEN LTD.**



Signature

Edwardo Rosienfeld

Printed Name

CEO

Title

**STEVEN MADDEN RETAIL, INC.**



Signature

Edwardo Rosienfeld

Printed Name

CEO

Title

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TARGET CORPORATION

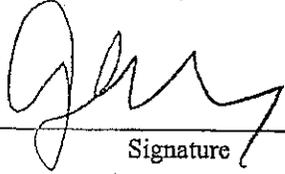
*S. Seidl*  
Signature

Sonya Seidl  
Printed Name

Corporate Counsel  
Title

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**THE DRESS BARN, INC.**

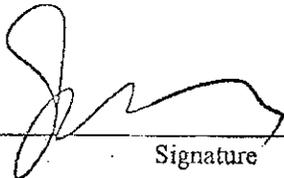


Signature

~~Printed Name~~  
**GENE L. WEXLER**  
**SVP, GENERAL COUNSEL**

Title

**MAURICES INCORPORATED**



Signature

**GENE L. WEXLER**  
**SVP, GENERAL COUNSEL**

Printed Name

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THE TJX COMPANIES, INC.

*Ann McLeary*

Signature

*Ann McLeary*

Printed Name

*CEO*

Title

T.J. MAXX OF CA, LLC

*Ann McLeary*

Signature

*Ann McLeary*

Printed Name

*Secretary*

Title

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**URBAN BRANDS, INC.**

*Michael Abate*

Signature

Michael A. Abate

Printed Name

VP/TREASURER

Title

**ASHLEY STEWART LTD.**

*Michael Abate*

Signature

Michael A. Abate

Printed Name

VP/TREASURER

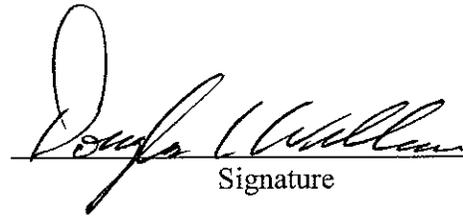
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**VICTORIA'S SECRET DIRECT BRAND  
MANAGEMENT, LLC**

**VICTORIA SECRET STORES, LLC**

  
Signature

  
Signature

Douglas L. Williams  
Printed Name

Douglas L. Williams  
Printed Name

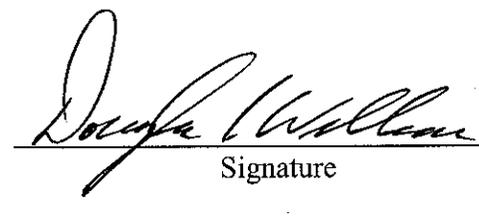
General Counsel  
Title

General Counsel  
Title

**BATH & BODY WORKS DIRECT, INC.**

**BATH & BODY WORKS LLC**

  
Signature

  
Signature

Douglas L. Williams  
Printed Name

Douglas L. Williams  
Printed Name

General Counsel  
Title

General Counsel  
Title

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**HENRI BENDEL, INC.**

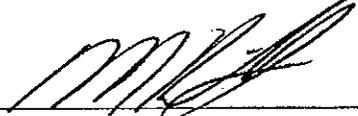
  
Signature

Douglas L. Williams  
Printed Name

General Counsel  
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VIEWMARK USA, INC.



Signature

MARTIN RAKOVITCH

Printed Name

PRESIDENT

Title

**IT IS SO ORDERED:**

Dated: JUNE 1, 2010

**STEVEN A. BRICK**

The Honorable Steven A. Brick  
Judge of the Superior Court

1 **EXHIBIT A**  
2 **Settling Defendants**

3 **Settling Defendant(s):** Acme Accessories, Inc.  
4

5 **1. Fashion Accessories Applicable to Defendant:**

6  Wallets, Handbags, Purses, Clutches and Totes

7  Belts

8  Footwear  
9

10 **2. Section 3.5 Products:**

11 Fluff Accessory Handbag in Black & White, Item No. FC602MOD

12 Fluff Coin Purse in Black & Brown, Item No. FC610BL3

13 Fluff Red Hot Wallet, SKU No. 7-94955-00141-9

14 Fluff Purse in Black & White, SKU No. 7-94955-00537-0

15 Fluff Purse in Pink, SKU No. 7-94955-00537-0  
16

17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment \$32,500

19 Civil Penalty \$1,000

20 Payment in Lieu of Civil Penalty \$9,700

21 Contribution to Prop. 65 Fashion \$2,000  
Accessory Testing Fund

22 Attorneys' Fees and Costs \$19,800  
23

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 Jennifer Sebenius  
26 Acme Accessories, Inc.  
27 4201 Baldwin Ave.  
El Monte, CA 91731  
jennifer@acmeacc.com

Paul Lin  
Jones Day  
555 S. Flower Street  
Los Angeles, CA 90071  
pclin@jonesday.com

28

1 **Settling Defendant(s):** A.I.J.J. Enterprises, Inc.  
2 Rainbow USA, Inc.  
3 Rainbow Apparel Distribution Center Corp.  
4 The New 5-7-9 and Beyond, Inc.

4 **1. Fashion Accessories Applicable to Defendant:**

- 5 X Wallets, Handbags, Purses, Clutches and Totes  
6 X Belts  
7 X Footwear  
8

9 **2. Section 3.5 Products:**

- 10 Orange Purse, SKU No. 0-00131-73158-3  
11 Yellow Purse, SKU No. 0-00131-74024-0  
12 Yellow Handbag, SKU No. 0114120364  
13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment	\$45,500
16 Civil Penalty	\$1,000
17 Payment in Lieu of Civil Penalty	\$13,800
18 Contribution to Prop. 65 Fashion 19 Accessory Testing Fund	\$2,000
20 Attorneys' Fees and Costs	\$28,700

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Jeffrey B. Margulies  
23 FULBRIGHT & JAWORSKI L.L.P.  
24 555 South Flower Street, 41st Floor  
25 Los Angeles, California 90071  
26 jmargulies@fulbright.com

With a copy to:  
Michael S. Lang, Esq.  
1000 Pennsylvania Avenue  
Brooklyn, NY 11207; and

A.I.J.J. Enterprises, Inc.  
Attention: Joseph Chehebar  
1000 Pennsylvania Avenue  
Brooklyn, NY 11207

1 **Settling Defendant(s):** Aldo Group Inc.  
2 Aldo U.S. Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 Berbenno Handbag, SKU No. 72988580

10 Offanengo Wallet, SKU No. 68264811

11 Bibbiena Wallet, SKU No. 68832612

12 Nomaglio Wallet, SKU No. 68601056

13 Newcombe-67 Shoes in Yellow, SKU No. 74190273

14

15 **3. Defendant's Settlement Payment and Allocation:**

16 Total Settlement Payment \$48,000

17 Civil Penalty \$1,000

18 Payment in Lieu of Civil Penalty \$14,700

19 Contribution to Prop. 65 Fashion  
20 Accessory Testing Fund \$2,000

21 Attorneys' Fees and Costs \$30,300

22 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

23 Jodi Smith  
24 Paul, Hastings, Janofsky & Walker LLP  
25 55 Second Street, 24<sup>th</sup> Fl.  
San Francisco, CA 94105  
jodismith@paulhastings.com

With a copy to:  
Catherine Ross  
Legal Department  
Aldo Group Inc.  
2300 Emile-Belanger  
Montreal, Quebec  
H4R 3J4  
Canada

26

27

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1 **Settling Defendant(s):** American Eagle Outfitters, Inc.  
2 AE Retail West LLC

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 Orange & White Striped Beach Tote Handbag, SKU No. 4-00158-56321-9

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion  
16 Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$28,700

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Rebecca Gibbs  
20 American Eagle Outfitters, Inc.  
21 77 Hot Metal Street  
Pittsburgh, PA 15203  
gibbsr@ae.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Bag Bazaar, Ltd.  
2 Accessory Exchange LLC

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 No Boundaries Pink Tote Handbag, SKU No. 0-47417-17685-0

10 No Boundaries "I Love Boys" Bitsy Handbag, SKU No. 0-47417-22670-8

11 Dereon Dazzle Satchel Handbag, SKU No. 047417-02087-0, Style No. 02087

12 XOXO Women's Red Hobo-Style Handbag, SKU No. 047417-52489-7, Style No. 52489

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$39,000

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$11,750

18 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$24,250

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Sam Sutton  
23 Accessory Exchange LLC  
24 1 E. 33<sup>rd</sup> Street, 6<sup>th</sup> Fl.  
New York, NY 10016  
sam.sutton@aeny.com

Michael J. Stiles  
Stiles Law Group  
225 S. Lake Avenue, 10<sup>th</sup> Fl.  
Pasadena, CA 91101  
mstiles@stileslawgroup.com

25

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1 **Settling Defendant(s):** Camuto Consulting Inc.  
2 VCJS LLC erroneously sued as Camuto Group - VCJS LLC  
Hot On Time LLC

3 **Affiliated Settling Defendants:** Vincent Camuto LLC  
4 VCS Group LLC

5 **Affiliate Payment:** \$10,000

6 **1. Fashion Accessories Applicable to Defendant:**

7  Wallets, Handbags, Purses, Clutches and Totes

8  Belts

9  Footwear

10

11 **2. Section 3.5 Products:**

12 Vince Camuto Hi Wedge Open Toe Sling Shoes, SKU No. 475-04-1330087

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$42,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$13,000

18 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

19

20 Attorneys' Fees and Costs \$26,500

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Jeffrey Howald, CFO  
23 Camuto Consulting Inc.  
24 Camuto Group - VCJS LLC  
Hot On Time LLC  
25 411 W. Putnam Avenue  
Greenwich, CT 06830  
jeff.howald@camutogroup.com

26

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28

1 **Settling Defendant(s):** Coldwater Creek, Inc.  
Coldwater Creek U.S. Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Green Slouchy Leather Hobo Handbag, SKU No. 019091784-090

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$28,700

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Jeffrey B. Margulies  
FULBRIGHT & JAWORSKI L.L.P.  
20 555 South Flower Street, 41st Floor  
Los Angeles, California 90071  
21 jmargin@fulbright.com

With a copy to:  
John E. Hayes  
Senior VP, General Counsel & Interim CFO  
Coldwater Creek  
One Coldwater Creek Drive  
Sandpoint, ID 83864

22 Cindy Elliott  
Elsaesser Jarzabek Anderson Marks  
23 Elliott & McHugh  
P.O. Box 1049  
24 123 South Third Avenue  
Sandpoint, ID 83864

25

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1 **Settling Defendant(s):** Diesel U.S.A., Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 "Look...the lock" Philia Handbag in Green, SKU No. 8-033417-853572

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Antonella Gaudio  
Diesel U.S.A., Inc.  
20 220 W. 19<sup>th</sup> Street  
New York, NY 10011  
antonella\_gaudio@diesel.com

Savalle C. Sims  
Arent Fox LLP  
1050 Connecticut Avenue NW  
Washington, DC 20036  
sims.savalle@arentfox.com

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28

1 **Settling Defendant(s):** DSW Shoe Warehouse, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Big Buddha Large Green Tote Bag, SKU No. 4-04100-91664-1

10 Urban Expressions Large Orange Tote Handbag, SKU No. 4-04900-13828-1

11 Poppie Jones Wallet, SKU No. 4-04200-38770-9

12 GUESS by Marciano Atomic Beach Mustard Handbag, SKU No. 758193053623

13 Jessica Simpson Lemon Handbag, SKU No. 639470-209158

14 Big Buddha Orange Bag, SKU No. 4-04100-91664-1

15 Steve Madden P-Heaven Shoes in Mustard, SKU No. 8-84902-27080-4

16

17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment \$39,000

19 Civil Penalty \$1,000

20 Payment in Lieu of Civil Penalty \$11,750

21 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

22 Attorneys' Fees and Costs \$24,250

23

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 William L. Jordan  
26 Executive VP & General Counsel  
27 810 DSW Drive  
Columbus, OH 43219  
BillJordan@dswinc.com

With copy to:  
Ruth Hartman, Senior VP  
810 DSW Drive  
Columbus, OH 43219  
RuthHartman@dswinc.com

28

1 **Settling Defendant(s):** eBags, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Ashley M Hobo Cadillac Handbag in Yellow, SKU No. G87311UB

10 Amici Accessories Paisley Handbag in Yellow and Grey, Item No. CL-589

11 Baekgaard Shoulder Handbag in Lemon and Caribbean Blue, SKU No. 8-44798-00160-9

12 Etienne Aigner Tucson Collection Top Zip Purse in Marigold, SKU No. 7-40027-15419-4

13 J. Furmani Studded Handbag in Yellow, Item No. OT-108, A2, YELLOW

14 DeGroot Sophie Envelope Clutch in Yellow

15 Perlina Deco Folded Clutch in Yellow, SKU No. 7-09752-15169-4

16 Madison Cristin Tall Tote in Yellow, Item No. MH84192B

17 Rolfs Luster Slim Wallet in Yellow, SKU No. 0-46891-40744-3

18 Hadaki Leather Scoop Pod in Orange, SKU No. 0-88161-13735-3

19 Necessary Objects Priya Foldover Handbag with Strap in Mustard, SKU No. 0-77979-86331-8

20

21 **3. Defendant's Settlement Payment and Allocation:**

22 Total Settlement Payment \$32,500

23 Civil Penalty \$1,000

24 Payment in Lieu of Civil Penalty \$9,700

25 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

26 Attorneys' Fees and Costs \$19,800

27

28

1 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

2 Steve Neptune  
3 VP of Financial Planning & Analysis  
4 5500 Greenwood Plaza Blvd., #160  
5 Greenwood Village, CO 80111  
6 sneptune@eBags.com

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1 **Settling Defendant(s):** Express, LLC

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3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Express Brown Handbag, SKU No. 09069259

10 Brown Belt with Fray, SKU No. 09068195, Style No. 2002

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$48,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$14,700

16 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$30,300

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Colin Campbell  
Express, LLC  
21 One Limited Pkwy  
Columbus, OH 4323  
22 ccampbell@express.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Fantasia Accessories, Ltd.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Lulu NYC Red Handbag, SKU No. 0-43834-75646-0

10 Lulu NYC Mustard Bag, SKU No. 0-43834-78074-8

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$32,500

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$9,700

16 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$19,800

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Eddie Azar  
President  
21 31 West 34<sup>th</sup> Street  
New York, NY 10001  
22 eddie@fantasia.com

23

24

25

26

27

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1 **Settling Defendant(s):** Forever 21 Retail, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Small Structured Handbag, SKU No. 5-79809-9502-1

10 Brown Handbag, SKU No. 4-6420-91802-1

11 Orange Wallet, SKU No. 4-9258-40204-1

12 Dressy High Heel Shoes in Yellow, SKU No. 56757688029

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$41,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$12,600

18 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$25,900

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Young Kwon, Esq.  
23 General Counsel  
24 2001 Alameda Street  
Los Angeles, CA 90058  
kwon@forever21.com

John Allen  
Allen Matkins Leck Gamble Mallory & Natsis LLP  
515 S. Figueroa Street, 9<sup>th</sup> Fl.  
Los Angeles, CA 90071  
jallen@allenmatkins.com

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1 **Settling Defendant(s):** Fossil, Inc.  
2 Fossil Stores I, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 Relic Multi Meg Stripe Wallet, SKU No. 7-23765-06582-3

10 Relic SPR Breeze Checkbook Green Wallet, SKU No. 7-23765-09737-4

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$39,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$11,750

16 Contribution to Prop. 65 Fashion  
17 Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$24,250

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 General Counsel  
21 Fossil, Inc.  
22 2280 N. Greenville Avenue  
Richardson, TX 75082  
legal@fossil.com

Robert Falk  
Morrison & Foerster LLP  
425 Market Street, 32<sup>nd</sup> Fl.  
San Francisco, CA 94105  
RFalk@MoFo.com

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1 **Settling Defendant(s):** Guess?, Inc.  
2 Guess? Retail, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7  
8 **2. Section 3.5 Products:**

9 Guess? Yellow Handbag, SKU No. 758193010381

10 GUESS by Marciano Atomic Beach Mustard Handbag, SKU No. 758193053623

11 Gelato Mini Yellow Handbag, SKU No. 75819372430

12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$45,500

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$13,800

17 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$28,700

19

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Deborah S. Siegel  
22 General Counsel  
23 1444 S. Alameda Street  
Los Angeles, CA 90021  
deborsi@guess.com

Robert Falk  
Morrison & Foerster LLP  
425 Market Street, 32<sup>nd</sup> Fl.  
San Francisco, CA 94105  
RFalk@MoFo.com

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1 **Settling Defendant(s):** J.C. Penney Corporation, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 St. Johns Bay Hobo Handbag in Yellow, SKU No. 1-03338-40501-01

10 Worthington Pirate Gold Double Pocket Tote Handbag, SKU No. 1-03381-20503-01

11 Liz & Co Maize Astor Handbag, SKU No. 0-98687-45420-9

12 Rosetti Yellow Clutch, SKU No. 7-91439-67524-1

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$32,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$9,700

18 Contribution to Prop. 65 Fashion Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$19,800

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Christine S. Son  
23 J.C. Penney  
24 6501 Legacy Drive, MS 1122  
25 Plano, TX 75024  
26 csson@jcpenny.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Jones Apparel Group, Inc.  
2 JAG Footwear, Accessories and Retail Corporation, as  
3 successor to Jones Retail Corporation and Nine West  
Footwear Corporation

4 **Affiliated Settling Defendants:** Jones Apparel Group USA, Inc.  
5 Jones Jeanswear Group, Inc.

6 **Affiliate Payment:** \$10,000

7 **1. Fashion Accessories Applicable to Defendant:**

8  Wallets, Handbags, Purses, Clutches and Totes

9  Belts

10  Footwear

11  
12 **2. Section 3.5 Products:**

13 Nine & Co. Banana Glory Handbag, SKU No. 6-53872-11117-8

14 Nine & Co. Stem Glory Handbag, SKU No. 6-53872-11120-8

15 Nine West Large Moss Clutch, SKU No. 7-86130-27667-5

16 Anne Klein Red Wallet, SKU No. 840903046596

17 Bandolino Yellow Bag, SKU No. 0-33781-17488-2

18 Nine West Splash Yellow Uniquely Yours Handbag, SKU No. 7-86130-52899-6

19 Nine West Petite Pouchette, SKU No. 786130520204

20 Peacock11 Matte Bronze Shoes, SKU No. 0-29019-00969-9

21  
22 **3. Defendant's Settlement Payment and Allocation:**

23 Total Settlement Payment \$58,000

24 Civil Penalty \$1,000

25 Payment in Lieu of Civil Penalty \$18,200

26 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

27 Attorneys' Fees and Costs \$36,800

28

1 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

2 Beth Dorfsman  
3 Senior V.P. and Deputy General Counsel  
4 Jones Apparel Group, Inc.  
5 1129 Westchester Avenue  
6 White Plains, NY 10604  
7 Beth\_Dorfsman@ninewest.com

Lisa Halko, Esq  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL.@gtlaw.com

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1 **Settling Defendant(s):** Kohl's Department Stores, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Nine & Co. Banana Glory Handbag, SKU No. 6-53872-11117-8

10 Nine & Co. Stem Glory Handbag, SKU No. 6-53872-11120-8

11 Lulu NYC Red Handbag, SKU No. 0-43834-75646-0

12 Dana Buchman Bedford Hobo Handbag, SKU No. 4-00899-33643-1

13 Apt. 9 Coral Trapezoid Handbag, SKU No. 4-00899-90940-6

14 Lulu NYC Mustard Bag, SKU No. 0-43834-78074-8

15 Daisy Fuentes Foldover Handbag, SKU No. 7-62670-64485-3

16 Apt. 9 Magnetized Handbag, SKU No. 4-00898-36487-9

17 Sonoma Green Checkbook Wallet, SKU No. 027735038849

18 Relic Multi Meg Stripe Wallet, SKU No. 7-23765-06582-3

19 Relic SPR Breeze Checkbook Green Wallet, SKU No. 7-23765-09737-4

20 Candie's Handbag in Mustard, SKU No. 8-43409-02210-1

21

22 **3. Defendant's Settlement Payment and Allocation:**

23 Total Settlement Payment \$45,500

24 Civil Penalty \$1,000

25 Payment in Lieu of Civil Penalty \$13,800

26 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

27 Attorneys' Fees and Costs \$28,700

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**4. Person(s) to Receive Notices Pursuant to Section 8.1:**

General Counsel  
Kohl's Department Stores, Inc.  
N56 W17000 Ridgewood Drive  
Menomonee Falls, WI 53051

With a copy to:  
Jeffrey B. Margulies  
FULBRIGHT & JAWORSKI L.L.P.  
555 South Flower Street, 41st Floor  
Los Angeles, California 90071  
jmarginulies@fulbright.com

1 **Settling Defendant(s):** Limited Stores, LLC

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow Handbag, SKU No. 12032820

10 Yellow Clutch, SKU No. 12033667

11 Yellow Belt, SKU No. 10052239

12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$48,000

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$14,700

17 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$30,300

19

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Marla Goins-Hipsher  
The Limited  
22 7775 Walton Pkwy, 4<sup>th</sup> Fl.  
New Albany, OH 43054  
23 mgoins-hipsher@thelimited.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Liz Claiborne, Inc.  
2 Juicy Couture, Inc.  
3 Kate Spade LLC  
4 **Affiliated Settling Defendant:** Lucky Brand Dungarees, Inc.  
5 **Affiliate Payment:** \$8,000

6 **1. Fashion Accessories Applicable to Defendant:**

7  Wallets, Handbags, Purses, Clutches and Totes  
8  Belts  
9  Footwear

10

11 **2. Section 3.5 Products:**

12 Dana Buchman Bedford Hobo Handbag, SKU No. 4-00899-33643-1  
13 Liz & Co Maize Astor Handbag, SKU No. 0-98687-45420-9  
14 Kate Spade Mikkell Handbag in Dijon, SKU No. 0-98687-55785-6  
15 Juicy Couture Kipper Sunflower Soft Vacchetta Shoes in Yellow, SKU No. 640819176345

16

17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment	\$56,000
19 Civil Penalty	\$1,000
20 Payment in Lieu of Civil Penalty	\$17,500
21 Contribution to Prop. 65 Fashion 22 Accessory Testing Fund	\$2,000
23 Attorneys' Fees and Costs	\$35,500

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 Roger Assad 26 VP and Deputy General Counsel 27 Liz Claiborne, Inc. 28 1 Claiborne Avenue North Bergen, NJ 07047 roger_assad@liz.com	Lisa Halko, Esq. Greenberg Traurig, LLP 1201 K Street, Ste. 1100 Sacramento, CA 95814 HalkoL@gtlaw.com
--	--

1 **Settling Defendant(s):** Macy's Inc.  
2 Macy's Department Stores, Inc.  
3 Bloomingdale's, Inc.

4 **1. Fashion Accessories Applicable to Defendant:**

5  Wallets, Handbags, Purses, Clutches and Totes

6  Belts

7  Footwear

8  
9 **2. Section 3.5 Products:**

10 Giani Bernini Marigold Handbag, SKU No. 7-47542-17858-2

11 Guess? Yellow Handbag, SKU No. 758193010381

12 Steve Madden Yellow Bunny Hobo Handbag, SKU No. 7-62670-70638-4

13 Chinese Laundry Yellow Purse, SKU No. 8-43409-01740-4

14 Nine West Large Moss Clutch, SKU No. 7-86130-27667-5

15 Roxy Glam Bam Satchel, Item No. 452H50 XA273 YEL

16 Kathy Van Zeeland Disco Daisy A-Line Tote Handbag, SKU No. 8-46524-12535-1

17 Nine West Splash Yellow Uniquely Yours Handbag, SKU No. 7-86130-52899-6

18 Gelato Mini Yellow Handbag, SKU No. 75819372430

19 Nine West Petite Pouchette, SKU No. 786130520204

20 Charter Club Wallet, SKU No. 77979491245

21 Hobo International Wallet, SKU No. 6-04599-08401-6

22 MICHAEL Michael Kors Yellow Clutch, SKU No. 8-84485-17284-7

23 Tory Burch Yellow SM Patent Cosmetic Handbag, SKU No. 8-84089-82224-7

24 Jill Stuart Lemon Dorothea Bag, SKU No. 8-42902-03440-6

25 Hobo International Belt in Red, SKU No. 604599308150

26 Betseyville by Betsey Johnson Shoes in Red, SKU No. 7-49908-00674-4

27

28

1 **3. Defendant's Settlement Payment and Allocation:**

2	Total Settlement Payment	\$45,500
3	Civil Penalty	\$1,000
4	Payment in Lieu of Civil Penalty	\$13,800
5	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
6		
7	Attorneys' Fees and Costs	\$28,700

8 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

9	Christine Brandt	With a copy to:
	Macy's, Inc.	Jeffrey B. Margulies
10	Law Department	FULBRIGHT & JAWORSKI L.L.P.
	22 4 <sup>th</sup> Street, 3 <sup>rd</sup> Fl.	555 S. Flower Street, 41st Fl.
11	San Francisco, CA 94103	Los Angeles, California 90071
	christine.brandt@macys.com	imargulies@fulbright.com

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1 **Settling Defendant(s):** Mango NY, Inc.  
2 Distex, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7  
8 **2. Section 3.5 Products:**

9 Chartreuse MNG Bag, SKU No. 8-427907-454408

10  
11 **3. Defendant's Settlement Payment and Allocation:**

12	Total Settlement Payment	\$45,500
13	Civil Penalty	\$1,000
14	Payment in Lieu of Civil Penalty	\$13,800
15	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
16	Attorneys' Fees and Costs	\$28,700

17  
18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Jaume Passarell  
20 Mango Punto Fa, S.L.  
21 Mercadera, 9-11  
22 Poligono Industrial Riera de Caldes  
23 Apartado de Correo 280  
24 08184 Paula-Solitai Plegamans,  
25 SPAIN  
26 jaume.passarell@mango.com

Jay Connolly  
Seyfarth Shaw LLP  
560 Mission Street, Ste. 3100  
San Francisco, CA 94105  
jconnolly@seyfarth.com

1 **Settling Defendant(s):** Metropark USA, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Grey/Red/Black Hobo Handbag, SKU No. 4-02501-01143-9

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$28,700

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Efthimios P. Sotos  
20 Metropark USA, Inc.  
21 532 Coral Ridge Place  
City of Industry, CA 91746  
jjohnson@metroparkusa.com

With a copy to:  
Jeffrey B. Margulies  
FULBRIGHT & JAWORSKI L.L.P.  
555 S. Flower Street, 41st Fl.  
Los Angeles, California 90071  
jargulies@fulbright.com

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1 **Settling Defendant(s):** Michael Kors (USA), Inc,  
2 Michael Kors Stores (California), Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 MICHAEL Michael Kors Yellow Clutch, SKU No. 8-84485-17284-7

10  
11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment	\$45,500
13 Civil Penalty	\$1,000
14 Payment in Lieu of Civil Penalty	\$13,800
15 Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
16 Attorneys' Fees and Costs	\$28,700

17  
18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Lee Sporn  
20 Michael Kors  
11 W. 42<sup>nd</sup> Street  
New York, NY 10036  
21 lee.sporn@michaelkors.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Mondani Handbags & Accessories, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Emilie M. Orange Purse, SKU No. 6-05398-18561-4

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Bob Dreyling  
Mondani Handbags  
20 320 5<sup>th</sup> Avenue, Rm. 900  
New York, NY 10001  
21 bdreyling@mondani.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Pacific Worldwide, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 No Boundaries Green Wristlet, SKU No. 8-84536-00090-7

10 No Boundaries Yellow Wristlet, SKU No. 8-84536-00087-7

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$32,500

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$9,700

16 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$19,800

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Martin Terzian  
20 W. 33<sup>rd</sup> Street, 11<sup>th</sup> Fl.  
21 New York, NY 10001  
22 mt@pacificworldwide.com

Vano I. Haroutunian  
Ballou Stoll Bader & Nadler, P.C.  
729 7<sup>th</sup> Avenue, 17<sup>th</sup> Fl.  
New York, NY 10019  
vharoutunian@ballonstoll.com

23

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1 **Settling Defendant(s):** Phillips-Van Heusen Corporation  
2 Calvin Klein, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 Bass Handbag in Red, SKU No. 4-07841-20016-1

10 Calvin Klein Liquid Leather Woven Wristlet Clutch in Tangerine, SKU No. 0-93177-08310-5

11  
12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$45,500

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$13,800

16 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$28,700

18  
19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Mark D. Fischer, Esq.  
21 Vice President, General Counsel, Secretary  
22 Phillips-Van Heusen Corporation  
200 Madison Ave. New York, NY 10016  
markfischer@pvh.com

Michael J. Steel  
Partner, Morrison & Foerster LLP  
425 Market Street, 32d Fl.  
San Francisco, CA 94105  
msteel@mfo.com

23

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1 **Settling Defendant(s):** Ray Enterprises Of Chesapeake Walk, Inc. dba Hobo International

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Hobo International Wallet, SKU No. 6-04599-08401-6

10 Hobo International Belt, Style No. 56009

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$39,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$11,750

16 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$24,250

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 David Brewer  
Ray Enterprises Of Chesapeake  
Walk, Inc. dba Hobo International  
1819 Bay Ridge Avenue, Suite 440  
Annapolis, MD 21403  
dbrewer@hobobags.com

Lisa Halko, Esq.  
Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
Sacramento, CA 95814  
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Rosetti Handbags and Accessories, Ltd.

2 **1. Fashion Accessories Applicable to Defendant:**

3 X Wallets, Handbags, Purses, Clutches and Totes

4 **2. Section 3.5 Products:**

5 Rosetti Yellow Clutch, SKU No. 7-91439-67524-1

6 Rosetti Large Yellow Purse, SKU No. 400040213598

7 Rosetti Women's Orange Handbag, SKU No. 7-91439-67552-4

8 Franco Sarto Palm Spring Handbag, Canary SKU No. 8-26894-07754-2

9 Franco Sarto Palm Spring Handbag, Lime SKU No. 8-26894-077566.

10 Rosetti Glenmore Handbag style no 36050 (SKU 069131-0833)

11 Rosetti Grass Power Play Handbag (UPC 791439746682)

12 Rosetti Green Purse (UPC/EAN 791439750085)

13 Rosetti Mustard Fiona Hobo (UPC/EAN 791439756636)

14 Rosetti Mustard Handbag (UPC/EAN 791439754212)

15 Rosetti Mustard Mini Top Zip (UPC/EAN 791439756827)

16 Rosetti Yellow Handbag (UPC/EAN 791439729845)

17 Rosetti Yellow Wallet (UPC/EAN 791439675166)

18 Linear Green Handbag (UPC/EAN 791439735303)

19 Linear Green Handbag (UPC/EAN 791439732692)

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1 **3. Defendant's Settlement Payment and Allocation:**

2	Total Settlement Payment	\$32,500
3	Civil Penalty	\$1,000
4	Payment in Lieu of Civil Penalty	\$9,700
5		
6	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
7	Attorneys' Fees and Costs	\$19,800

8

9 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

10 Jane Thompson  
11 1333 Broadway, 8<sup>th</sup> Fl.  
12 New York, NY 10018  
13 [jane.thompson@rosetti.com](mailto:jane.thompson@rosetti.com)

Robert Smits  
Salans LLP  
Rockefeller Center  
620 5<sup>th</sup> Avenue  
New York, NY 10020  
rsmits@salans.com

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1 **Settling Defendant(s):** Saks Incorporated  
2 Saks & Company  
3 SCCA Store Holdings, Inc.  
4 Saks Direct, LLC

4 **1. Fashion Accessories Applicable to Defendant:**

5  Wallets, Handbags, Purses, Clutches and Totes

6  Belts

7  Footwear

9 **2. Section 3.5 Products:**

10 Elliott Lucca Poppy Pat Handbag, SKU No. 7-11640-28606-7

11 Marc by Marc Jacobs Cherry Patent Leather Handbag, SKU No. 8-83936-12763-4

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$45,500

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$13,800

17 Contribution to Prop. 65 Fashion  
18 Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$28,700

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Meredith Fogel, Esq.  
22 Assistant General Counsel  
23 12 E. 49<sup>th</sup> Street  
New York, NY 10017  
meredith-fogel@s5a.com

Judith Praitis, Esq.  
Sidley Austin LLP  
555 W. 5<sup>th</sup> Street, 40<sup>th</sup> Fl.  
Los Angeles, CA 90013  
jpraitis@sidley.com

1 **Settling Defendant(s):** San Diego Hat Company

2

3 1. Fashion Accessories Applicable to Defendant:

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Red Handbag, SKU No.8-07928-04600-0

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Courtney Bush, President  
San Diego Hat Company  
20 2793 Loker Ave.  
Carlsbad, CA 92010  
21 courtney@sandiegohat.com

Lisa Halko, Esq.  
Greenberg Traurig LLP  
1201 K Street, Ste 1100  
Sacramento, CA 95814  
HalkoL@GTLaw.com

22 Stephen K. Henderson  
1150 Silverado Street, Suite 206  
23 La Jolla, CA 92037  
(858) 459-4027  
24 shender704@aol.com

25

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1 **Settling Defendant(s):** Sanrio, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Hello Kitty Gold Wallet, SKU No. 4-901610-198353

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Doreen Lee  
20 Merchandise Control Manager  
Sanrio, Inc.  
21 570 Eccles Avenue  
South San Francisco, CA 94080  
22 dlee@sanrio.com

Robert Falk  
Outside Counsel  
Morrison & Foerster LLP  
425 Market Street, 32<sup>nd</sup> Fl.  
San Francisco, CA 94105  
RFalk@MoFo.com

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1 **Settling Defendant(s):** Sears, Roebuck and Co.  
2 Kmart Corporation

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 Cul-de-Sac Yellow Front Zip Handbag, SKU No. 7-67014-63664-8

10 Rosetti Womens Orange Handbag, SKU No. 7-91439-67552-4

11 Attention Hobo Handbag, SKU No. 7-62670-67633-5

12 Piper & Blue Hobo Handbag, SKU No. 8-84536-00203-1

13 Route 66 Brown Belt, SKU No. 7-62670-72600-9

14 Apostrophe TIPPY Sandals in Yellow, SKU No. 6-77948-10103-0

15 Route 66 Wendy Shoes in Yellow, SKU No. 7-08931-19522-1

16

17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment \$48,000

19 Civil Penalty \$1,000

20 Payment in Lieu of Civil Penalty \$14,700

21 Contribution to Prop. 65 Fashion  
22 Accessory Testing Fund \$2,000

23 Attorneys' Fees and Costs \$30,300

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 Mary Elizabeth Tortorice  
26 Vice President & Deputy General Counsel  
27 Sears Holdings Management Corporation  
3333 Beverly Road  
Hoffman Estates, IL 60192

Michael J. Steel  
Partner, Morrison & Foerster LLP  
425 Market Street, 35<sup>th</sup> Fl.  
San Francisco, CA 94105  
msteel@MoFo.com

28

1 **Settling Defendant(s):** Steven Madden Ltd.  
2 Steven Madden Retail, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7  
8 **2. Section 3.5 Products:**

9 Steve Madden Yellow Bunny Hobo Handbag, SKU No. 7-62670-70638-4

10 W-Studs Cognac Small Belt, SKU No. 7-62670-74136-1

11 Steve Madden Yellow Belt, SKU No. 7-62670-74694-6

12 Steve Madden P-Heaven Shoes in Mustard, SKU No. 8-84902-27080-4

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$48,000

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$14,700

17 Contribution to Prop. 65 Fashion  
18 Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$30,300

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Scot Wilson  
22 Shareholder  
23 Call, Jensen & Ferrell  
24 610 Newport Center Drive, Suite 700  
Newport Beach, CA 92660  
swilson@calljensen.com

25

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1 **Settling Defendant(s):** Target Corporation

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Xhilaration Yellow Tote Handbag, SKU No. 4-90240-91002-1

10 Xhilaration Yellow Clutch, SKU No. 4-90240-90859-2

11 Merona Hinge Bone clutch, SKU No. 4-90240-81333-9

12 Xhilaration Blue Clutch, SKU No. 4-90240-90860-8

13 Mossimo Orange Solid Clutch, SKU No. 4-90240-11070-4

14 Merona Green Check Clutch, Item No. RT286

15 Xhilaration Yellow Handbag, SKU No. 4-90240-92726-5

16 Xhilaration Yellow Wallet, SKU No. 4-90240-81406-0

17 Xhilaration Green Wallet, SKU No. 4-90240-93302-0

18 Merona Orange Belt, SKU No. 4-90610-60513-7

19

20 **3. Defendant's Settlement Payment and Allocation:**

21 Total Settlement Payment \$45,500

22 Civil Penalty \$1,000

23 Payment in Lieu of Civil Penalty \$13,800

24 Contribution to Prop. 65 Fashion Accessory Testing Fund \$2,000

25 Attorneys' Fees and Costs \$28,700

26

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28

1 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

2 Jeffrey B. Margulies  
3 FULBRIGHT & JAWORSKI L.L.P.  
4 555 S. Flower Street, 41st Fl.  
5 Los Angeles, CA 90071  
6 jmargulies@fulbright.com

With a copy to:  
7 Tim Baer  
8 General Counsel  
9 Target Corporation  
10 1000 Nicollet Mall  
11 TPS-3255  
12 Minneapolis, MN 55403

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1 **Settling Defendant(s):** The Dress Barn, Inc.  
2 **Affiliated Settling Defendant:** Maurices Incorporated  
3 **Affiliate Payment:** \$8,000  
4

5 **1. Fashion Accessories Applicable to Defendant:**

6  Wallets, Handbags, Purses, Clutches and Totes  
7  Belts  
8  Footwear  
9

10 **2. Section 3.5 Products:**

11 Drawstring Handbag in Olive, SKU No. 063417090011  
12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$53,500  
15 Civil Penalty \$1,000  
16 Payment in Lieu of Civil Penalty \$16,700  
17 Contribution to Prop. 65 Fashion \$2,000  
Accessory Testing Fund  
18 Attorneys' Fees and Costs \$33,800  
19

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Gene Wexler Robert Falk  
General Counsel Morrison & Foerster LLP  
22 30 Dunningan Drive 425 Market St., 32<sup>nd</sup> Floor  
Suffren, NY 10901 San Francisco, CA 94105  
23 Gene.Wexler@dressbarn.com Rfalk@Mofo.com  
24  
25  
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1 **Settling Defendant(s):** The TJX Companies, Inc.  
2 T.J. Maxx of CA, LLC

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7  
8 **2. Section 3.5 Products:**

9 Bonita Bags Yellow Purse, SKU No. 6-11566-88723-5

10 Mirror Mirror Green Handbag, SKU No. 7-67014-11747-5

11 LineaR Green Purse, SKU No. 7-91439-74661-3

12 Emilie M. Orange Purse, SKU No. 6-05398-18561-4

13 Volcom Belt in Green and Blue, SKU No. 59-9089-398889-000799-22-2

14  
15 **3. Defendant's Settlement Payment and Allocation:**

16 Total Settlement Payment \$39,000

17 Civil Penalty \$1,000

18 Payment in Lieu of Civil Penalty \$11,750

19 Contribution to Prop. 65 Fashion  
20 Accessory Testing Fund \$2,000

21 Attorneys' Fees and Costs \$24,250

22 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

23 General Counsel  
24 TJX Companies, Inc.  
25 770 Cochituate Road  
26 Framingham, MA 01701

With a copy to:  
Jeffrey B. Margulies  
FULBRIGHT & JAWORSKI L.L.P.  
555 S. Flower Street, 41st Fl.  
Los Angeles, CA 90071  
imargulies@fulbright.com

1 **Settling Defendant(s):** Urban Brands, Inc.  
2 Ashley Stewart Ltd.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Ashley Stewart Olive Tote Handbag, SKU No. 4-02005-94691-6

10 Ashley Stewart Belt in Black & Orange, SKU No. 4-02006-36251-7

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$48,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$14,700

16 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$30,300

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 James Munisteri  
21 Gardere Wynne Sewell, LLP  
22 1000 Louisiana, Ste. 3400  
Houston, TX 77000-5011  
jmunisteri@gardere.com

Michael Abate  
VP of Finance/Treasurer  
Urban Brands, Inc.  
100 Metro Way  
Secaucus, NJ 07094  
mabate@urbanbrands.com

23

24

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1 **Settling Defendant(s):** Victoria's Secret Direct Brand Management, LLC  
Victoria's Secret Stores, LLC  
2  
3 **Affiliated Settling Defendants:** Bath & Body Works Direct, Inc.  
Bath & Body Works LLC  
Henri Bendel, Inc.  
4  
5 **Affiliate Payment:** \$10,000

6 **1. Fashion Accessories Applicable to Defendant:**

- 7  Wallets, Handbags, Purses, Clutches and Totes  
8  Belts  
9  Footwear  
10

11 **2. Section 3.5 Products:**

- 12 PINK Accessories Handbag in Yellow/Green, SKU No. 09285858  
13 PINK Handbag in Green, SKU No. 09285858  
14

15 **3. Defendant's Settlement Payment and Allocation:**

16	Total Settlement Payment	\$55,500
17	Civil Penalty	\$1,000
18	Payment in Lieu of Civil Penalty	\$17,300
19	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
20	Attorneys' Fees and Costs	\$35,200
21		

22 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

23 Lisa Halko, Esq.  
24 Greenberg Traurig, LLP  
1201 K Street, Ste. 1100  
25 Sacramento, CA 95814  
HalkoL@gtlaw.com  
26  
27  
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1 **Settling Defendant(s):** Viewmark USA, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4  Wallets, Handbags, Purses, Clutches and Totes

5  Belts

6  Footwear

7

8 **2. Section 3.5 Products:**

9 Chinese Laundry Yellow Purse, SKU No. 8-43409-01740-4

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion  
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Martin Rakovitch, President  
Viewmark USA, Inc.  
20 40B Cotters Lane  
E. Brunswick, NJ 08816

Dennis Raglin  
Stephanie Sheridan  
Sedgwick, Detert, Morgan & Arnold LLP  
One Market Plaza, Steuart Tower, 8<sup>th</sup> Fl.  
San Francisco, CA 94105

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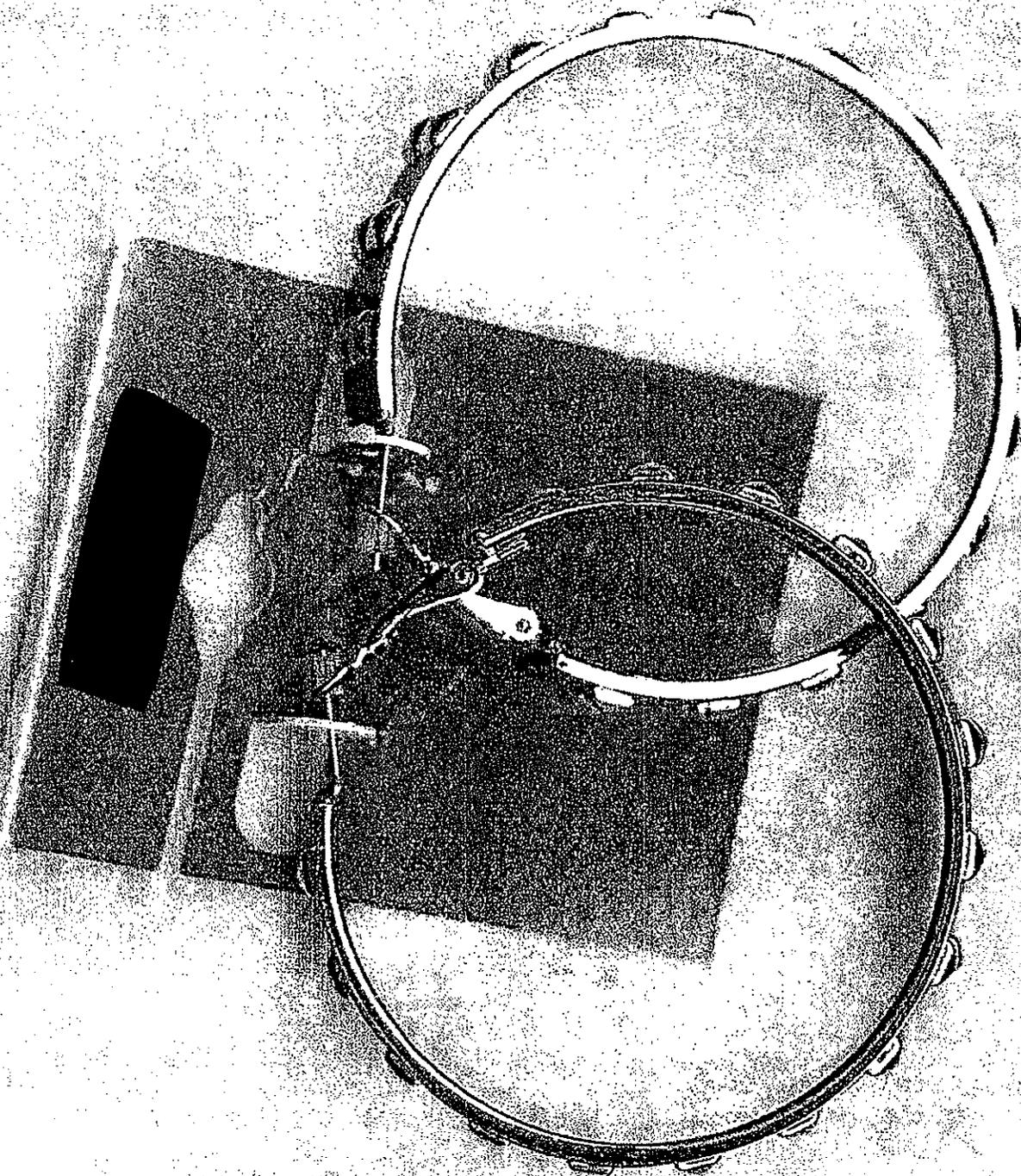
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# **EXHIBIT B**





151463

SEAR WK: 22 STYLE: 9688  
MFG: 05769 CLASS: 3122



\$5.99

MADE IN CHINA



THE  
NATIONAL  
FOOD  
LAB

September 28, 2009

Center For Environmental Health  
2201 Broadway, Suite 302  
Oakland, CA 94612-3017

Analytical Report No.: CL1405-61

Listed below are the results of our analyses for sample(s) received on September 02, 2009.

**CEH ID: JCT1463b, [REDACTED] Earrings (black faux leather on hoops)**

**NFL ID AE10383**

Analyte	Result	Units
Lead	4140	ppm

**Method Reference**

Testing was conducted according to testing protocol outlined in exhibit D of the amended consent judgment, People of the State of California v. Burlington Coat Factory, June 15, 2006 and California Health Safety Code §25214.4. In summary, a portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

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.

Thank you for using the services of The National Food Laboratory.

Sincerely,

Grace Bandong, Laboratory Manager, Analytical Services - Chemistry Division

cc: Patrick Manning, Accounting

*where art meets science*

