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**ENDORSED
FILED
ALAMEDA COUNTY**

JAN 21 2010

CLERK OF THE SUPERIOR COURT
By Joyce Gonzalez
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)
)
) Plaintiff,)
)
) v.)
)
) LULU NYC LLC, et al.,)
)
) Defendants.)

Case No. RG09459448
**CONSENT JUDGMENT
[PROPOSED] AS TO H&M HENNES
& MAURITZ, L.P.**

1. INTRODUCTION.

1.1 On June 24, 2009, plaintiff Center for Environmental Health ("CEH"), filed its original complaint for civil penalties and injunctive relief in this Court. The complaint alleged that the defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") by selling wallets, handbags, purses, clutches and totes containing lead and lead compounds ("Lead"). Lead is a chemical known to the State of California to cause cancer and reproductive harm.

1.2 The parties to this Consent Judgment ("Parties") are CEH and defendant H&M Hennes & Mauritz, L.P. (the "Settling Defendant").

1.3 Settling Defendant manufactures, distributes or offers wallets, handbags, purses,

1 clutches and totes for sale in the State of California or has done so in the past.

2 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court
3 has jurisdiction over the allegations of violations contained in the Complaint and personal
4 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in
5 the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a
6 full and final resolution of all claims which were or could have been raised in the Complaint
7 based on the facts alleged therein.

8 1.5 The Parties enter into this Consent Judgment as a full and final settlement of all
9 claims that were raised in the Complaint, or that could have been raised in the Complaint, arising
10 out of the facts or conduct alleged therein. Nothing in this Consent Judgment is or shall be
11 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation
12 of law, nor shall compliance with the Consent Judgment constitute or be construed as an
13 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing
14 in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense
15 the Parties may have in this or any other or future legal proceedings. This Consent Judgment is
16 the product of negotiation and compromise and is accepted by the Parties for purposes of settling,
17 compromising and resolving issues disputed in this action.

18 **2. DEFINITIONS**

19 2.1 "Covered Products" means wallets, handbags, purses, clutches, and totes.

20 2.2 "Effective Date" is the date on which this Consent Judgment is entered by the
21 Court.

22 2.3 "Lead Limits" means the maximum concentrations of Lead by weight specified in
23 Section 3.2.

24 2.4 "Manufactured" and "Manufactures" means to manufacture, produce, or assemble.

25 2.5 "Paints and Surface Coatings" means a fluid, semi-fluid, or other material, with or
26 without a suspension of finely divided coloring matter, which changes to a solid film when a thin
27 layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term
28 does not include printing inks or those materials which actually become a part of the substrate,

1 such as the pigment in a plastic article, or those materials which are actually bonded to the
2 substrate, such as by electroplating or ceramic glazing.

3 **3. INJUNCTIVE RELIEF**

4 **3.1 Specification Compliance Date.** No later than five days after the Effective Date,
5 Settling Defendant shall provide the Lead Limits to its suppliers of Covered Products and shall
6 request each Supplier to use best efforts to provide Covered Products that comply with the Lead
7 Limits as soon as commercially practicable.

8 **3.2 Lead Limits.** As of March 1, 2010, Settling Defendant shall not Manufacture,
9 import, distribute, ship, or sell or cause to be Manufactured, imported, distributed, shipped, or
10 sold, any Covered Product that exceeds the following Lead Limits:

11 **3.2.1 Paints and Surface coatings:** Paints and Surface Coatings of the Covered
12 Products may not contain more than 90 parts per million ("ppm") Lead by weight.

13 **3.2.2 Polyvinyl Chloride:** No Covered Product may include any polyvinyl
14 chloride (PVC) that contains more than 90 ppm Lead by weight.

15 **3.2.3 Leather:** No Covered Product may include any leather component or be
16 made of any leather material that contains more than 90 ppm Lead by weight.

17 **3.2.4 Other Materials or Components:** Except as otherwise provided in
18 Sections 3.2.1, 3.2.2, 3.2.3, and 3.2.5, as of March 1, 2010, no Covered Product may contain any
19 component or be made of any material that contains more than 600 ppm Lead by weight and, as
20 of December 1, 2010, no Covered Product may contain any component or be made of any
21 material that contains more than 300 ppm Lead by weight.

22 **3.2.5 Glass, ceramic, and crystal:** The Lead Limits shall not apply to any cubic
23 zirconia (sometimes called cubic zirconium, CZ), glass or rhinestones.

24 **3.3 Certification of Compliance From Manufacturers.** As of September 1, 2010, at
25 least once per year Settling Defendant shall obtain written certification with corresponding test
26 results from the Manufacturer of each of the Covered Products certifying that: (a) no lead
27 chromate or other lead based coloring agent was used in the Manufacture of the Covered
28 Products; and (b) that Lead was not intentionally added to any polyvinyl chloride used in the

1 Manufacture of the Covered Products. These certifications shall be made available to CEH for
2 inspection and copying upon request by CEH.

3 **3.4 Market Withdrawal of Identified Products.** On or before the Effective Date,
4 Settling Defendant shall cease selling and shipping the Covered Products identified in Exhibit A
5 to this Consent Judgment (the "Identified Products") to its stores and/or its customers that sell or
6 offer for sale Covered Products to California consumers, and, at a minimum, send instructions to
7 any of its stores and/or its customers that offer the Identified Products for sale in California to
8 cease offering such Identified Products for sale in California and to either return all the Identified
9 Products to the Settling Defendant for destruction, or to directly destroy the Identified Products.
10 Any destruction of such Identified Products shall be in compliance with all applicable laws.
11 Within sixty days of the Effective Date, Settling Defendant shall provide CEH with sufficient
12 records to document its market withdrawal and destruction of such Identified Products.

13 **3.5 Testing by CEH.** CEH intends to conduct periodic testing of Covered Products to
14 ensure compliance with the Lead Limits.

15 **4. ENFORCEMENT**

16 **4.1** Any Party may, by motion or application for an order to show cause before this
17 Court, enforce the terms and conditions contained in this Consent Judgment. Enforcement of the
18 terms and conditions of Section 3 of this Consent Judgment shall be brought exclusively pursuant
19 to Sections 4.2 through 4.3.

20 **4.2 Notice of Violation.** In the event that CEH identifies one or more Covered
21 Products that it believes in good faith do not comply with an applicable Lead Limit, CEH may
22 seek to enforce the requirements of Section 3 by issuing a Notice of Violation pursuant to this
23 Section 4.2.

24 **4.2.1 Service of Notice.** The Notice of Violation shall be served on the Settling
25 Defendant that offered the Covered Product(s) in question for retail sale in California. The Notice
26 of Violation shall be sent to the person(s) identified in Exhibit A to receive notices for Settling
27 Defendant, and must be served within 90 days of the date the alleged violation(s) was or were
28 observed.

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

14 **4.2.3 Multiple Notices.** If the Settling Defendant has received more than three
15 Notices of Violation from CEH under this Consent Judgment in any 12-month period that result
16 in a contribution to the Handbag Testing Fund (either because they were not contested or because
17 the contest by the Settling Defendant was unsuccessful), then, at CEH's option, CEH may seek
18 whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the
19 Consent Judgment. For purposes of determining the number of Notices of Violation pursuant to
20 this Section 4.2.3, multiple notices identifying different colors of the same styles of Covered
21 Product(s) shall be excluded.

22 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation pursuant to
23 Section 4.2, the Settling Defendant shall provide written notice to CEH stating whether it elects to
24 contest the allegations contained in the Notice of Violation ("Notice of Election").

25 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
26 Election shall include all then-available documentary evidence regarding the alleged violation,
27 including any test data. Within 30 days the parties shall meet and confer to attempt to resolve
28 their dispute. Should such attempts at meeting and conferring fail, CEH may file an enforcement

1 motion or application pursuant to Section 4.1. If the Settling Defendant withdraws its Notice of
2 Election to contest the Notice of Violation before any motion concerning the violations alleged in
3 the Notice of Violation is filed pursuant to Section 4.1, the Settling Defendant shall make a
4 contribution to the Handbag Testing Fund in the amount of \$12,500 and comply with the non-
5 monetary terms of Section 4.3.2. If, at any time prior to reaching an agreement or obtaining a
6 decision from the Court, CEH or the Settling Defendant acquires additional test or other data
7 regarding the alleged violation, it shall promptly provide all such data or information to the other
8 Party.

9 **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested, the
10 Settling Defendant shall include in its Notice of Election a detailed description of corrective
11 action that it has undertaken or proposes to undertake to address the alleged violation. Any such
12 corrective action shall at a minimum include, but not be limited to, action sufficient to ensure
13 market withdrawal of the Covered Products at issue that would be compliant with the Market
14 Withdrawal requirement of Section 3.4 hereof. If there is a dispute over the sufficiency of the
15 proposed corrective action, CEH shall promptly notify the Settling Defendant in question thereof
16 and the Parties shall meet and confer before seeking the intervention of the Court to resolve the
17 dispute. In addition to the corrective action referenced in this Section 4.3.2, the Settling
18 Defendant shall make a contribution to the Handbag Testing Fund in the amount of \$10,000,
19 unless one of the limitations of Section 4.3.3 applies.

20 **4.3.3 Limitations in Non-Contested Matters.**

21 (a) Except as provided in Section 4.3.3, the liability of a Settling
22 Defendant that elects not to contest a Notice of Violation before any motion concerning the
23 violation(s) at issue shall be limited to the contributions required by Section 4.3.

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

28

1 **5. PAYMENTS**

2 **5.1 Payments by Settling Defendant.** Other than any money that may be payable
3 after the Effective Date pursuant to the terms of Sections 4 or 10 hereof, the payment set forth in
4 this Section 5 shall constitute the total monetary liability of Settling Defendant under this Consent
5 Judgment. Within ten days after Entry of Judgment as stipulated, Settling Defendant shall pay the
6 total sum of \$35,000 as a settlement payment. The total settlement amount for Settling Defendant
7 shall be paid in four separate checks delivered to the offices of the Lexington Law Group (Attn:
8 Eric Somers), 1627 Irving Street, San Francisco, California 94122 and made payable and
9 allocated as follows:

10 5.1.1 Settling Defendant shall pay the sum of \$1,000 pursuant to Health & Safety
11 Code §25249.7(b), such money to be apportioned by CEH in accordance with Health & Safety
12 Code §25249.12 (25% to CEH and 75% to the State of California's Office of Environmental
13 Health Hazard Assessment). The check shall be made payable to the Center For Environmental
14 Health.

15 5.1.2 Settling Defendant shall pay the sum of \$10,500 as payment to CEH in lieu
16 of payment pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations,
17 title 11, §3202(b). CEH will use such funds to continue its work educating and protecting people
18 from exposures to toxic chemicals, including heavy metals. In addition, as part of its Community
19 Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants
20 to grassroots environmental justice groups working to educate and protect people from exposures
21 to toxic chemicals. The method of selection of such groups can be found at the CEH web site at
22 www.ceh.org/justicefund. The payment pursuant to this Section shall be made payable to the
23 Center For Environmental Health.

24 5.1.3 Settling Defendant shall pay the sum of \$21,500 as reimbursement of
25 CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check
26 shall be made payable to the Lexington Law Group.

27 5.1.4 Settling Defendant shall make a contribution of \$2,000 to the Proposition
28 65 Handbag Testing Fund. CEH shall use such funds to locate, purchase and test Products to

1 verify compliance with the reformulation requirements of Section 3, to prepare, send and
2 prosecute Notices of Violation as necessary to Settling Defendant pursuant to Section 4, and to
3 reimburse attorneys' fees and costs incurred in connection with these activities. The Proposition
4 65 Handbag Testing Fund check shall be made payable to the Lexington Law Group Attorney
5 Client Trust Account.

6 **6. MODIFICATION**

7 6.1 This Consent Judgment may be modified from time to time by express written
8 agreement of the Parties, with the approval of the Court, or by an order of this Court upon motion
9 and in accordance with law.

10 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
11 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
12 modify the Consent Judgment.

13 **7. CLAIMS COVERED AND RELEASED**

14 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
15 behalf of itself and the public interest and Settling Defendant, and their parents, subsidiaries,
16 directors, officers, employees, and attorneys ("Defendant Releasees"), and each entity other than
17 those listed on Exhibit B, to whom they directly or indirectly distribute or sell Covered Products,
18 including but not limited to distributors, wholesalers, customers, retailers, franchisees,
19 cooperative members, and licensees ("Downstream Defendant Releasees") of any violation of
20 Proposition 65 that was or could have been asserted in the Complaint against Settling Defendant,
21 Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn about
22 alleged exposure to Lead contained in Covered Products, with respect to any Covered Products
23 manufactured, shipped, or sold by Settling Defendant prior to the Effective Date.

24 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant shall
25 constitute compliance with Proposition 65 with respect to Lead in any Covered Products that are
26 manufactured, shipped, or sold by Settling Defendant after the Effective Date.

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1 7.3 Nothing in this Section 7 affects CEH's rights to commence or prosecute an action
2 under Proposition 65 against any person other than Settling Defendant, Defendant Releasee, or
3 Downstream Releasee.

4 **8. NOTICE**

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

7 Eric S. Somers
8 Lexington Law Group
9 1627 Irving St.
10 San Francisco, CA 94122
11 esomers@lexlawgroup.com

12 8.2 When Settling Defendant is entitled to receive any notice under this Consent
13 Judgment, the notice shall be sent by certified mail and electronic mail to the person identified in
14 Exhibit A.

15 8.3 Any Party may modify the person and address to whom the notice is to be sent by
16 sending each other Party notice by certified mail and/or other verifiable form of written
17 communication.

18 **9. COURT APPROVAL**

19 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
20 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
21 shall support approval of such Motion.

22 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
23 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
24 purpose other than to allow the Court to determine if there was a breach of Section 9.1.

25 **10. ATTORNEYS' FEES**

26 10.1 Should CEH prevail on any motion or application to enforce a violation of the
27 Consent Judgment under this Section, CEH shall be entitled to reimbursement of its attorneys'
28 fees and costs incurred as a result of such motion or application from Settling Defendant subject
to the motion or application.

1 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear its
2 own attorneys' fees and costs.

3 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
4 sanctions pursuant to law.

5 **11. OTHER TERMS**

6 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
7 California.

8 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
9 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
10 assigns of any of them.

11 11.3 This Consent Judgment contains the sole and entire agreement and understanding
12 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
13 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
14 and therein. There are no warranties, representations, or other agreements between the Parties
15 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
16 other than those specifically referred to in this Consent Judgment have been made by any Party
17 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
18 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
19 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by
20 the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall
21 be deemed or shall constitute a waiver of any of the other provisions hereof whether or not
22 similar, nor shall such waiver constitute a continuing waiver.

23 11.4 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

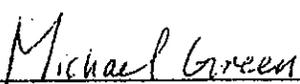
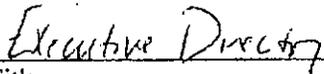
25 11.5 The stipulations to this Consent Judgment may be executed in counterparts and by
26 means of facsimile or portable document format (pdf), which taken together shall be deemed to
27 constitute one document.

28 11.6 Each signatory to this Consent Judgment certifies that he or she is fully authorized

1 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
2 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

3 11.7 The Parties, including their counsel, have participated in the preparation of this
4 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
5 Consent Judgment was subject to revision and modification by the Parties and has been accepted
6 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
7 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
8 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
9 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
10 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
11 this regard, the Parties hereby waive California Civil Code section 1654.

12 **IT IS SO STIPULATED:**

13 Dated: December 7, 2009 14 15 16 17 18 19 20 21	22 CENTER FOR ENVIRONMENTAL HEALTH 23 24  25 26  27 Printed Name 28  Title
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Dated: December 7, 2009

H&M HENNES & MAURITZ, L.P.

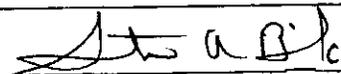
Laura McCabe Brandt

Laura McCabe Brandt
Printed Name

General Counsel
Title

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IT IS SO ORDERED:

Dated: <u>1/21</u> , 20 <u>10</u>	 The Honorable Steven A. Brick Judge of the Superior Court
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EXHIBIT A

Identified Products for Market Withdrawal
and Notice Recipients

Identified Product(s) for Market Withdrawal Pursuant to Section 3.4:

Red Wallet; SKU No. 042035-8-0000-48-4

Persons to Receive Notices Pursuant to Section 8.2:

Jeffrey M. Lenkov
Martin Kosla
Manning & Marder Kass, Ellrod, Ramirez LLP
801 South Figueroa Street
15th Floor
Los Angeles, CA 90017
jml@mmker.com

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EXHIBIT B

List of Entities Not Subject
To Downstream Release

- A-List, Inc.
- A.I.J.J. Enterprises, Inc.
- Accessory Exchange LLC
- Acme Accessories, Inc.
- Adidas America, Inc.
- Adidas Promotional Retail Operations, Inc.
- AE Retail West LLC
- Aldo Group, Inc.
- Aldo US Inc.
- Amazon.com, Inc.
- American Accessories, Inc.
- American Eagle Outfitters, Inc.
- American Procurement Co., Inc.
- Amici Accessories, Ltd.
- Amity/Rolfs, Inc.
- Anchor Blue Retail Group, Inc.
- Ashley Stewart Ltd.
- Audigier Brand Management Group, LLC
- Axxess Inc.
- Baekgaard Limited of Indiana
- Bag Bazaar, Ltd.
- Bakers Footwear Group, Inc.
- bebe Stores, Inc.
- Benetton USA Corporation dba United Colors of Benetton
- Billabong Retail, Inc.
- Billabong USA Holdings PTY Ltd.
- Billabong USA Investments PTY Ltd.
- Bloomingdale's, Inc.
- BP Clothing LLC
- BP Clothing Holdings LLC
- Brown Shoe Company, Inc.
- Burleigh Point, Ltd.
- C. & J. Clark America, Inc.
- C. & J. Clark Retail, Inc.
- California Onax
- Calvin Klein, Inc.
- CBI Distributing Corp.
- Cels Enterprises, Inc. dba Chinese Laundry
- Charming Shoppes, Inc.
- Charlotte Russe, Inc.
- Charlotte Russe Holding, Inc.
- Chenson Industrial Co. Ltd., Inc.
- Christian Audigier, Inc.
- Claire's Boutiques, Inc.
- Claire's Stores, Inc.
- Coldwater Creek, Inc.
- Coldwater Creek U.S. Inc.
- Comeco, Inc.
- Comeco, LLC
- CVS Caremark Corporation
- CVS Pharmacy, Inc.
- Diesel U.S.A., Inc.
- Distex, Inc.

- 1 • The Dress Barn, Inc.
- 2 • DSW, Inc.
- 3 • DSW Shoe Warehouse, Inc.
- 4 • Eastbay, Inc.
- 5 • eBags, Inc.
- 6 • Ecko Direct, LLC
- 7 • eFashion Solutions, LLC
- 8 • Element Skateboards, Inc.
- 9 • Elite Spiders, LLC
- 10 • Everest Trading Corporation
- 11 • Express, LLC
- 12 • Fantasia Accessories, Ltd.
- 13 • Fashion Bug of California, Inc.
- 14 • Fashion Bug Retail Companies, Inc.
- 15 • Fashion Shoe Licensing LLC
- 16 • Fluff, Inc.
- 17 • Foot Locker, Inc.
- 18 • Foreign Exchange, Inc.
- 19 • Forever 21, Inc.
- 20 • Forever 21 Retail, Inc.
- 21 • Fossil, Inc.
- 22 • Fossil Stores I, Inc.
- 23 • Fox Head, Inc.
- 24 • French Connection Group, Inc.
- 25 • French Connection Group PLC
- 26 • Furmir, LLC
- 27 • Global Brand Holdings, LLC
- 28 • Guess?, Inc.
- Guess? Retail, Inc.
- Hardy Life, LLC
- Hobo International, Inc.
- Hot Topic, Inc.
- Hot Topic Merchandising, Inc.
- HSN, Inc.
- Hub Distributing, Inc.
- Iconix Brand Group, Inc.
- Indonesian Imports, Inc.
- Island Imports, Inc.
- J.C. Penney Corporation, Inc.
- J. Dew Collection, Inc.
- Jest Jewels, Inc.
- Jill Stuart, Inc.
- Jill Stuart International, LLC
- Jones Apparel Group, Inc.
- Jones Retail Corporation
- Kate Spade LLC
- Kellwood Company
- Kellwood Retail Group, Inc.
- Kemistre 8, LLC
- Kmart Corporation
- Kohl's Corporation
- Kohl's Department Stores, Inc.
- Lane Bryant, Inc.
- Limited Stores, LLC
- Liz Claiborne, Inc.
- Lodis Accessories, Inc.
- Loehmann's, Inc.
- Long Rap Inc.
- Lovely Bag, Inc.
- Luci Handbags, Inc.
- Lulu NYC LLC
- Lulu NYC Manager LLC
- Macy's, Inc. dba Macy's Stores of California

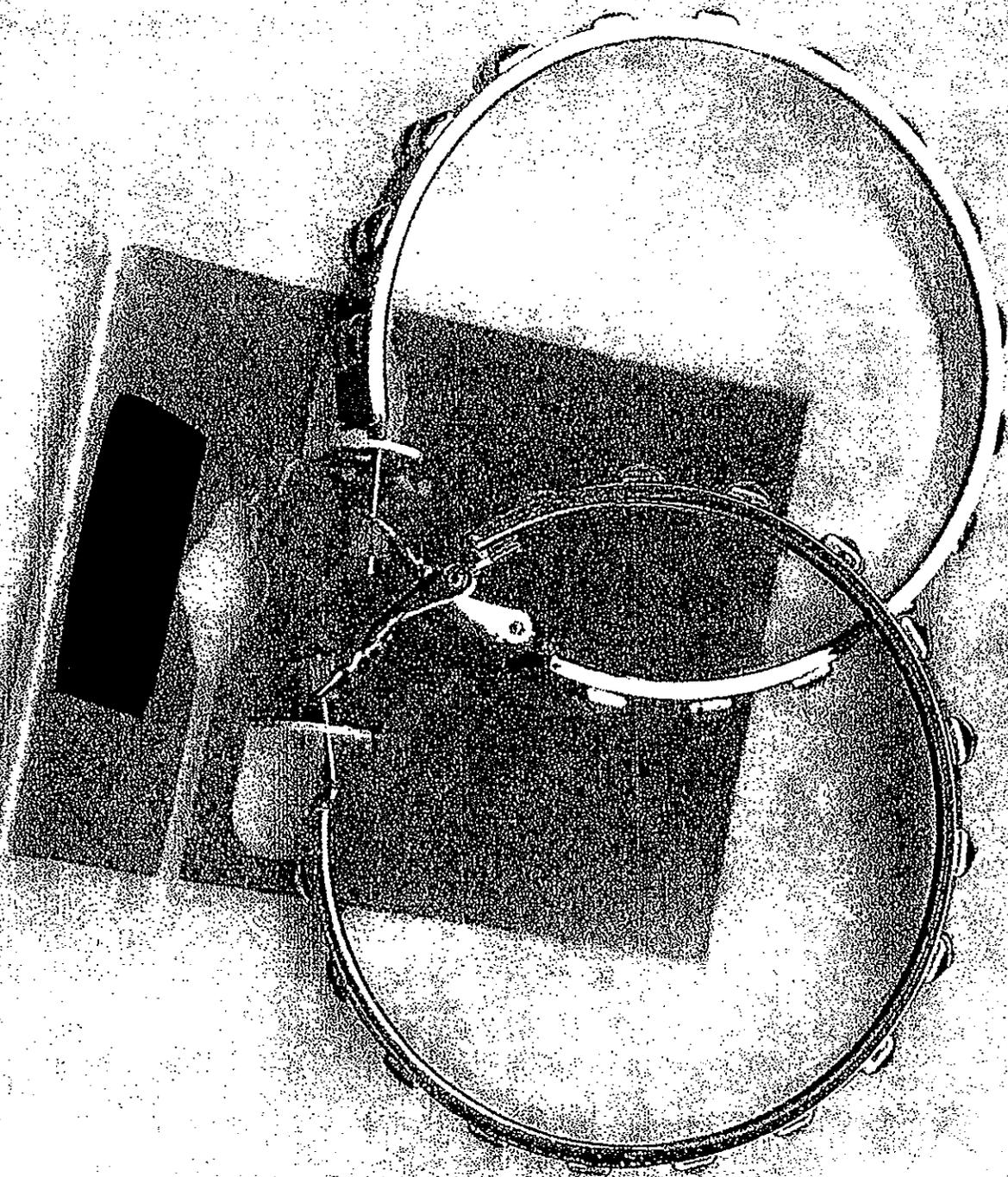
- 1 • Macy's Department Stores, Inc.
- 2 • Mango NY, Inc.
- 3 • Marc Ecko Enterprises Accessories, LLC
- 4 • Marc Jacobs International, L.L.C.
- 5 • Maxx Accessories, Inc.
- 6 • Melie Bianco Accessories, Inc.
- 7 • Merchandise Services Online, Inc.
- 8 • Metropark USA, Inc.
- 9 • Mias Fashion Manufacturing Company, Inc.
- 10 • Michael Kors (USA), Inc.
- 11 • Michael Kors Stores (California), Inc.
- 12 • Mode Plus
- 13 • Mondani Handbags & Accessories, Inc.
- 14 • Mrs. Gooch's Natural Food Markets, Inc.
- 15 • Nakajima USA, Inc.
- 16 • Necessary Objects, Ltd.
- 17 • The New 5-7-9 and Beyond, Inc.
- 18 • Nine West Footwear Corporation
- 19 • Nordstrom, Inc.
- 20 • Overstock.com, Inc.
- 21 • Pacific Sunwear of California, Inc.
- 22 • Pacific Sunwear Stores Corp.
- 23 • Pacific Worldwide, Inc.
- 24 • Payless ShoeSource, Inc.
- 25 • Perlina Handbags, Inc.
- 26 • Phat Fashions, Inc.
- 26 • Phat Fashions LLC
- 27 • Phillip-Van Heusen Corporation
- 28 • Quiksilver, Inc.
- Quiksilver Americas, Inc.
- QS Wholesale, Inc.
- Rainbow Apparel Distribution Center Corp.
- Rainbow USA, Inc.
- Ray Enterprises Of Chesapeake Walk, Inc. dba Hobo International
- Robert Talbott, Inc.
- Roc Apparel Group LLC
- Rosetti Handbags and Accessories, Ltd.
- Ross Stores, Inc.
- rue21, Inc.
- Run Athletics International, LLC
- The Sak
- Saks & Company
- Saks Incorporated
- San Diego Hat Company
- Sanrio, Inc.
- Sharif Designs, Ltd.
- Sharif Vision, Inc.
- Shiraleah LLC
- Signature Styles, LLC
- Silhouette Clothing, Inc.
- Silhouette LLC
- South Cone, Inc.
- Spiegel Catalog Holdings Corporation
- Steve Madden Ltd.
- Steve Madden Retail, Inc.
- Straw Studios LLC
- Super Trader, Inc.
- Tandy Brands Accessories, Inc.

- 1 • Tandy Brands Handbags Accessories, Inc.
- 2 • Target Corporation
- 3 • Ted Baker Limited
- 4 • Ted Baker New York, Inc.
- 5 • T.J. Maxx of CA, LLC
- 6 • The TJX Companies, Inc.
- 7 • Tokyo Bay, Inc.
- 8 • Tory Burch LLC
- 9 • Tumi, Inc.
- 10 • Tumi Stores, Inc.
- 11 • Urban Brands, Inc.
- 12 • Urban Expressions, Inc.
- 13 • Urban Outfitters, Inc.
- 14 • Urban Outfitters West LLC
- 15 • Urban Outfitters Wholesale, Inc.
- 16 • Vans, Inc.
- 17 • VF Outdoor, Inc.
- 18 • V.F. Corporation
- 19 • Victoria's Secret Direct Brand Management, LLC
- 20 • Victoria's Secret Stores, LLC
- 21 • Viewmark USA, Inc.
- 22 • Volcom, Inc.
- 23 • Volcom Retail, Inc.
- 24 • Wal-Mart Stores, Inc.
- 25 • Westport Corporation
- 26 • The Wet Seal, Inc.
- 27 • The Wet Seal Retail, Inc.
- 28 • Whole Foods Market California, Inc.
- Wilsons Leather Direct, Inc.
- Wilsons Leather Holdings Inc.
- With You, Inc.
- Worldwide Dreams LLC
- Worldwide Dynasty, Inc.
- XOXO, Corp.
- Y & S Handbags, Inc.
- Zappos.com, Inc.
- Zumiez, Inc.

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EXHIBIT C

Sample Portions of Notice of Violation



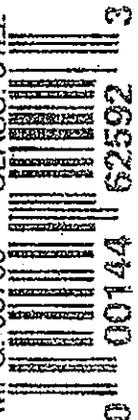


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THE
NATIONAL
FOOD
LAB

September 28, 2009

Analytical Report No.: CL1405-61

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

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

