

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ENDORSED
FILED
ALAMEDA COUNTY

APR 18 2013

CLERK OF THE SUPERIOR COURT
By S. McMULLIN Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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, RG 10-494517, RG 11-598595, RG 11-598596, RG 11-603764, and RG 12-658652)

[Signature]
~~PROPOSED~~ CONSENT
JUDGMENT

AND CONSOLIDATED CASES.

1. DEFINITIONS

1.1 "Covered Products" means wallets, handbags, purses, clutches, footwear and/or belts; provided, however, that the terms of this Consent Judgment apply to each Settling Defendant only as to those Covered Products designated for that Settling Defendant on Exhibit A.

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

1.3 "Lead Limit" means the following maximum concentrations of lead and lead

1 compounds (“Lead”) by weight in an component or material used in wallets, handbags, purses,
2 clutches, footwear and belts:

3 1.7.1 Paint or other Surface Coatings: 90 ppm.

4 1.7.2 Polyvinyl chloride (“PVC”): 200 ppm.

5 1.7.3 All other materials or components other than cubic zirconia (sometimes
6 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

7 1.4 “Manufactured” and “Manufactures” means to manufacture, produce, or
8 assemble.

9 1.5 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
10 with or without a suspension of finely divided coloring matter, which changes to a solid film
11 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
12 This term does not include printing inks or those materials which actually become a part of the
13 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
14 the substrate, such as by electroplating or ceramic glazing.

15 1.6 “Vendor” means a person or entity that Manufactures, imports, distributes, or
16 supplies a Covered Product to Settling Defendant.

17 **2. INTRODUCTION**

18 2.1 The parties to this Consent Judgment are the Center for Environmental Health
19 (“CEH”) and the companies listed on Exhibit A (collectively, the “Settling Defendants”). The
20 Parties enter into this Consent Judgment to settle certain claims asserted by CEH against Settling
21 Defendants as set forth in the operative Complaints in *CEH v. Bioworld Merchandising, Inc.*,
22 Case No. RG 11-598596, *CEH v. Yoki Shoes LLC*, Case No. RG 11-598595, *CEH v. Armani*
23 *Exchange, Inc.*, Case No. RG 11-603764, and *CEH v. Fashion Eden, et al.*, Case No. RG 12-
24 658652. Exhibit A identifies the specific case or cases to which each Settling Defendant is a
25 party. The *Bioworld*, *Yoki*, *Armani* and *Fashion Eden* cases (consolidated under *CEH v. Lulu*
26 *NYC LLC, et al.*, Lead Case No. RG 09-459448) involve violations of Proposition 65 as to Lead
27 in wallets, handbags, purses, clutches, footwear and belts.

28 2.2 Beginning on July 1, 2011, CEH served multiple 60-Day Notices of Violation

1 under Proposition 65, alleging that Settling Defendants violated Proposition 65 by exposing
2 persons to Lead contained in Covered Products without first providing a clear and reasonable
3 Proposition 65 warning.

4 2.3 Each Settling Defendant is a corporation that manufactures, distributes and/or
5 offers for sale Covered Products in the State of California or has done so in the past.

6 2.4 For purposes of this Consent Judgment only, CEH and Settling Defendants
7 (the “Parties”) stipulate that this Court has jurisdiction over the allegations of violations contained
8 in the operative Complaints applicable to each Settling Defendant and personal jurisdiction over
9 Settling Defendants as to the acts alleged in the Complaints, that venue is proper in the County of
10 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

11 2.5 Nothing in this Consent Judgment is or shall be construed as an admission by
12 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
13 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
14 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
15 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
16 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
17 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
18 this action.

19 **3. INJUNCTIVE RELIEF**

20 3.1 **Specification Compliance Date.** To the extent Settling Defendants have not
21 already done so, no more than 30 days after the Effective Date, Settling Defendants shall provide
22 the Lead Limit to its Vendors of Covered Products and shall instruct each Vendor to use
23 reasonable efforts to provide Covered Products that comply with the Lead Limit on a nationwide
24 basis.

25 3.2 **Compliance.**

26 3.2.1 Commencing on the Effective Date, Settling Defendants shall not purchase,
27 import, Manufacture, sell or offer for sale any Covered Product that will be sold or offered
28 for sale to California consumers that exceeds the Lead Limit.

1 3.3 **Market Withdrawal of Covered Products.** On or before the Effective Date,
2 Settling Defendants shall have: (i) ceased shipping the specific products identified next to its
3 name on Exhibit A (the “Recall Products”) to stores and/or customers in California; (ii)
4 withdrawn the Recall Products from the market in California; and (iii) if the Recall Products were
5 not withdrawn from sale in California prior to the Effective Date, sent instructions to any of its
6 stores and/or customers that offer the Recall Products for sale in California to cease offering such
7 Recall Products for sale and to either return all Recall Products to Settling Defendants for
8 destruction, or to directly destroy the Recall Products. Any destruction of the Recall Products
9 shall be in compliance with all applicable laws. Within 60 days of the Effective Date, Settling
10 Defendants shall certify to CEH that Settling Defendants have complied with this Section 3.3. If
11 there is a dispute over the corrective action, the Parties shall meet and confer before seeking any
12 remedy in court.

13 **4. ENFORCEMENT**

14 4.1 Any Party may, after meeting and conferring, by motion or application for an
15 order to show cause before this Court, enforce the terms and conditions contained in this Consent
16 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
17 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

18 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section 3.2
19 by issuing a Notice of Violation pursuant to this Section 4.2.

20 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on the Settling
21 Defendant(s) that CEH alleges to have violated Section 3.2 within 45 days of the date the
22 alleged violation(s) was or were observed, provided, however, that: (i) CEH may have up
23 to an additional 45 days to provide the Settling Defendant with the test data required by
24 Section 4.2.2(d) below if it has not yet obtained it from its laboratory; and (ii) CEH may
25 serve a Notice of Violation to a supplier of a Covered Product so long as: (a) the identity
26 of the supplier cannot be discerned from the labeling of the Covered Product; and (b) the
27 Notice of Violation to the supplier is served within 45 days of the date the supplier is
28 identified by CEH.

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,
3 (b) the location at which the Covered Product was offered for sale, (c) a description of the
4 Covered Product giving rise to the alleged violation, and of each material or component
5 that is alleged not to comply with the Lead Limit, including a picture of the Covered
6 Product and all identifying information on tags and labels, and (d) all test data obtained by
7 CEH regarding the Covered Product and related supporting documentation, including all
8 laboratory reports, quality assurance reports and quality control reports associated with
9 testing of the Covered Products. Such Notice of Violation shall be based at least in part
10 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
11 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
12 Notice of Violation, although any such testing may be used as additional support for a
13 Notice.

14 4.2.3 **Additional Documentation.** CEH shall promptly make available for
15 inspection and/or copying upon request by and at the expense of the Settling Defendant,
16 all supporting documentation related to the testing of the Covered Products and associated
17 quality control samples, including chain of custody records, all laboratory logbook entries
18 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
19 from all analytical instruments relating to the testing of Covered Product samples and any
20 and all calibration, quality assurance, and quality control tests performed or relied upon in
21 conjunction with the testing of the Covered Products, obtained by or available to CEH that
22 pertains to the Covered Product's alleged noncompliance with Section 3.2.

23 4.2.4 **Multiple Notices.** If a Settling Defendant has received more than four
24 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
25 fines, costs, penalties, or remedies are provided by law for failure to comply with the
26 Consent Judgment. For purposes of determining the number of Notices of Violation
27 pursuant to this Section 4.2.3, the following shall be excluded:

- 28 (a) Multiple notices identifying Covered Products Manufactured for or

1 sold to the Settling Defendant from the same Vendor; and

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

4 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation
5 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), the Settling
6 Defendant shall provide written notice to CEH stating whether it elects to contest the allegations
7 contained in the Notice of Violation (“Notice of Election”). Failure to provide a Notice of
8 Election shall be deemed an election to contest the Notice of Violation. Any payments required
9 under this Section 4.3 shall be made payable to the Center For Environmental Health and
10 included with the Settling Defendant’s Notice of Election.

11 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
12 Election shall include all then-available documentary evidence regarding the alleged
13 violation, including any test data. Within 30 days the parties shall meet and confer to
14 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
15 CEH may file an enforcement motion or application pursuant to Section 4.1. If the
16 Settling Defendant withdraws its Notice of Election to contest the Notice of Violation
17 before any motion concerning the violations alleged in the Notice of Violation is filed
18 pursuant to Section 4.1, the Settling Defendant shall make a payment in the amount of
19 \$12,500 and shall comply with all of the non-monetary provisions of Section 4.3.2. If, at
20 any time prior to reaching an agreement or obtaining a decision from the Court, CEH or
21 the Settling Defendant acquires additional test or other data regarding the alleged
22 violation, it shall promptly provide all such data or information to the other Party.

23 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested, the
24 Settling Defendant shall include in its Notice of Election a detailed description of
25 corrective action that it has undertaken or proposes to undertake to address the alleged
26 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
27 Covered Product will no longer be offered by the Settling Defendant or its customers for
28 sale in California. If there is a dispute over the sufficiency of the proposed corrective

1 action or its implementation, CEH shall promptly notify the Settling Defendant and the
2 Parties shall meet and confer before seeking the intervention of the Court to resolve the
3 dispute. In addition to the corrective action, the Settling Defendant shall be required to
4 make a payment as reimbursement for costs for investigating, preparing, sending and
5 prosecuting Notices of Violation, and to reimburse attorneys' fees and costs incurred in
6 connection with these activities, in the amount set forth in Section 4.3.3.

7 **4.3.3 Limitations in Non-Contested Matters.**

8 (a) The monetary liability of a Settling Defendant that elects not to
9 contest a Notice of Violation before any motion concerning the violation(s) at issue has
10 been filed shall be limited to the payments required by this Section 4.3.3, if any.

11 (b) The payment shall be:

12 (i) Ten thousand dollars (\$10,000); or

13 (ii) One thousand seven hundred fifty dollars (\$1,750) if the
14 Settling Defendant, prior to receiving and accepting for distribution or sale
15 the Covered Product identified in the Notice of Violation, obtained test
16 results demonstrating that all of the materials or components in the
17 Covered Product identified in the Notice of Violation complied with the
18 Lead Limit, and further provided that such test results meet the same
19 quality criteria to support a Notice of Violation as set forth in Section 4.2.2
20 and that the testing was performed within two years prior to the date of the
21 sales transaction on which the Notice of Violation is based. The Settling
22 Defendant shall provide copies of such test results and supporting
23 documentation to CEH with its Notice of Election; or

24 (iii) Not required or payable, if the Notice of Violation identifies
25 the same Covered Product or Covered Products, differing only in size or
26 color, that have been the subject of another Notice of Violation within the
27 preceding 12 months.
28

1 **5. PAYMENTS**

2 **5.1 Payments by Settling Defendants.** Within five (5) business days of the
3 Effective Date, each Settling Defendant (or group of affiliated Settling Defendants identified
4 together on Exhibit A) shall pay the sum set forth for that Settling Defendant on Exhibit A. The
5 total settlement amount for each Settling Defendant shall be paid in three separate checks and
6 delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street,
7 San Francisco, California 94117-2212. Any failure by a Settling Defendant to comply with the
8 payment terms herein shall be subject to a stipulated late fee to be paid by such Settling
9 Defendant in the amount of \$100 for each day the full payment is not received after the date five
10 (5) business days after the Effective Date. The late fees required under this Section shall be
11 recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought
12 pursuant to Section 5 of this Consent Judgment. The funds paid by the Settling Defendants shall
13 be allocated as set forth on Exhibit A for each Settling Defendant between the following
14 categories:

15 5.1.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall
16 apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and
17 75% to the State of California's Office of Environmental Health Hazard Assessment). The civil
18 penalty check shall be made payable to the Center For Environmental Health.

19 5.1.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety
20 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such
21 funds to continue its work educating and protecting people from exposures to toxic chemicals,
22 including heavy metals. In addition, as part of its Community Environmental Action and Justice
23 Fund, CEH will use four percent of such funds to award grants to grassroots environmental
24 justice groups working to educate and protect people from exposures to toxic chemicals. The
25 method of selection of such groups can be found at the CEH web site at www.ceh.org/justicefund.
26 The payment pursuant to this Section shall be made payable to the Center For Environmental
27 Health.

28 5.1.3 As reimbursement of a portion of CEH's reasonable attorneys' fees and

1 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
2 Law Group.

3 **6. MODIFICATION**

4 6.1 **Written Consent.** This Consent Judgment may be modified from time to time
5 by express written agreement of the Parties with the approval of the Court, or by an order of this
6 Court upon motion and in accordance with law.

7 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
8 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
9 modify the Consent Judgment.

10 **7. CLAIMS COVERED AND RELEASED**

11 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
12 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,
13 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
14 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
15 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
16 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
17 of any violation of Proposition 65 that was or could have been asserted in the applicable
18 Complaints against Settling Defendants, Defendant Releasees, and Downstream Defendant
19 Releasees, based on failure to warn about alleged exposure to Lead contained in the Covered
20 Products listed for each Settling Defendant on Exhibit A that were manufactured, distributed, or
21 sold by a Settling Defendant prior to the Effective Date.

22 7.2 Compliance with the terms of this Consent Judgment by a Settling Defendant
23 and the Defendant Releasees constitutes compliance with Proposition 65 by such Settling
24 Defendant, its Defendant Releasees and their Downstream Defendant Releasees with respect to
25 any alleged failure to warn about Lead contained in the Covered Products listed for each Settling
26 Defendant on Exhibit A that are distributed or sold by such Settling Defendant after the Effective
27 Date.

28 7.3 Nothing in this Section 7 affects CEH's right to commence or prosecute an

1 action under Proposition 65 against any person other than a Settling Defendant, Defendant
2 Releasee, or Downstream Defendant Releasee.

3 **8. NOTICE**

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

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

11 8.2 When a Settling Defendant is entitled to receive any notice under this Consent
12 Judgment, the notice shall be sent by first class and electronic mail to the person(s) identified in
13 Exhibit A for each such Settling Defendant.

14 8.3 Any Party may modify the person and address to whom the notice is to be sent
15 by sending each other Party notice by first class and electronic mail.

16 **9. COURT APPROVAL**

17 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
18 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
19 shall each support entry of this Consent Judgment.

20 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
21 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
22 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

23 **10. ATTORNEYS' FEES**

24 10.1 Should CEH prevail on any motion, application for an order to show cause or
25 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
26 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
27 Settling Defendant prevail on any motion application for an order to show cause or other
28 proceeding, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a
result of such motion or application upon a finding by the Court that CEH's prosecution of the

1 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
2 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
3 1986, Code of Civil Procedure §§ 2016, *et seq.*

4 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
5 its own attorneys' fees and costs.

6 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
7 sanctions pursuant to law.

8 **11. OTHER TERMS**

9 11.1 The terms of this Consent Judgment shall be governed by the laws of the State
10 of California.

11 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
12 Defendants, and the successors or assigns of any of them.

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

24 11.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
25 that any Settling Defendant might have against any other party, whether or not that party is a
26 Settling Defendant.

27 11.5 This Court shall retain jurisdiction of this matter to implement or modify the
28 Consent Judgment.

1 11.6 The stipulations to this Consent Judgment may be executed in counterparts and
2 by means of facsimile or portable document format (pdf), which taken together shall be deemed
3 to constitute one document.

4 11.7 Each signatory to this Consent Judgment certifies that he or she is fully
5 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
6 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
7 Party.

8 11.8 The Parties, including their counsel, have participated in the preparation of this
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
10 Consent Judgment was subject to revision and modification by the Parties and has been accepted
11 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
12 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
13 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
14 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
15 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
16 this regard, the Parties hereby waive California Civil Code § 1654.

17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED:

Dated: APR 18 2013, 2013

STEVEN A. BRICK

The Honorable Steven A. Brick
Judge of the Superior Court

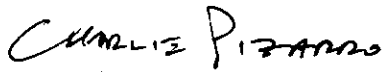
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED:

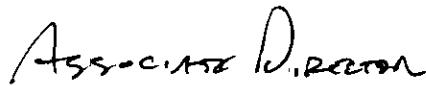
CENTER FOR ENVIRONMENTAL HEALTH



Signature



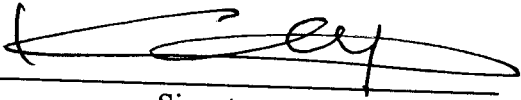
Printed Name



Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C & CO COLLECTION, INC.



Signature

Kelly . S. KIM

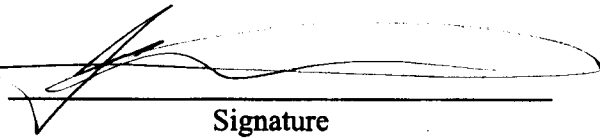
Printed Name

President

Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LIKE DREAMS INC.


Signature

JIN Young Woo
Printed Name

General manager
Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
Settling Defendants

Settling Defendant: C & Co Collection, Inc.

1. Cases:

CEH v. Fashion Eden, et al., Case No. RG 12-658652 – Named in the original Complaint on or about April 2, 2013 via Doe Amendment.

2. Covered Product(s) Applicable to Defendant:

Wallets, Handbags, Purses and Clutches

Belts

Footwear

3. Recall Product(s):

Classic Metal Frame Wallet in Yellow, SKU No. 1021996071, Style No. Bag-319 (CEH ID No. AB758)

4. Defendant's Settlement Payment and Allocation:

Total Settlement Payment \$50,000

Civil Penalty \$6,600

Payment in Lieu of Civil Penalty \$9,900

Attorneys' Fees and Costs \$33,500

5. Person(s) to Receive Notices Pursuant to Section 8:

Daniel M. Park
Park Law, a Professional Corporation
3700 Wilshire Boulevard, Suite 435
Los Angeles, CA 90010
danpark@parklawattorneys.com

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

3 **Settling Defendant:** Like Dreams Inc.

4
5 **1. Cases:**

6 *CEH v. Fashion Eden, et al.*, Case No. RG 12-658652 – Named in the original Complaint
7 on or about April 2, 2013 via Doe Amendment.

8 **2. Covered Product(s) Applicable to Defendant:**

9 Wallets, Handbags, Purses and Clutches

10 Belts

11 Footwear

12 **3. Recall Product(s):**

13 Love Culture Purse in Yellow, SKU No. 1040353071, Style No. LC-0725-04 Yellow
(CEH ID No. FAT493)

14 Quilted Clutch in Coral, SKU No. 1043816301, Style No. DC-0222-4 (CEH ID No.
15 LCH004)

16 Soft Leatherette Bag in Orange, SKU No. 1038985121, Style No. DC-LC0315-3R (CEH
17 ID No. LCH011)

18 **4. Defendant's Settlement Payment and Allocation:**

19 Total Settlement Payment \$30,000

20 Civil Penalty \$3,930

21 Payment in Lieu of Civil Penalty \$5,900

22 Attorneys' Fees and Costs \$20,170

23 **5. Person(s) to Receive Notices Pursuant to Section 8:**

24 Daniel M. Park
25 Park Law, a Professional Corporation
26 3700 Wilshire Boulevard, Suite 435
27 Los Angeles, CA 90010
28 danpark@parklawattorneys.com