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ALAMEDA COUNTY

DEC 03 2015

CLERK OF SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 15-765590
)	
Plaintiff,)	YMA [PROPOSED] CONSENT
)	JUDGMENT AS TO ASHLEY
v.)	STEWART, INC.
)	
CHARMING CHARLIE LLC, et al.,)	
)	
Defendants.)	
)	
)	
)	

1. DEFINITIONS

- 1.1 "Covered Products" means footwear, belts, wallets, handbags, purses and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendant.
- 1.2 "Effective Date" means the date on which this Consent Judgment is entered by the Court.
- 1.3 "Lead Limits" means the maximum concentrations of lead and lead compounds ("Lead") by weight specified in Section 3.2.
- 1.4 "Manufactured" and "Manufactures" means to manufacture, produce, or assemble.
- 1.5 "Paint or other Surface Coatings" means a fluid, semi-fluid, or other material,

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

6 1.6 "Vendor" means a person or entity that Manufactures, imports, distributes, or
7 supplies a Covered Product to Settling Defendant.

8 2. INTRODUCTION

9 2.1 The parties to this Consent Judgment ("Parties") are the Center for
10 Environmental Health ("CEH") and defendant Ashley Stewart, Inc. ("Settling Defendant").

11 2.2 Settling Defendant manufactures, distributes and/or offers for sale Covered
12 Products in the State of California or has done so in the past.

13 2.3 More than sixty (60) days prior to naming Settling Defendant in the applicable
14 actions, CEH served 60-Day Notices of Violation under Proposition 65 (The Safe Drinking Water
15 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*),
16 alleging that Settling Defendant violated Proposition 65 by exposing persons to Lead contained in
17 Covered Products, without first providing a clear and reasonable Proposition 65 warning.

18 2.4 On April 8, 2015, CEH filed the action entitled *Center for Environmental*
19 *Health v. Charming Charlie, LLC, et al.*, Case No. RG15-765590 in the Superior Court of
20 California for Alameda County, naming Settling Defendant as a defendant in that action.

21 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
22 Court has jurisdiction over the allegations of violations contained in the operative Complaint and
23 personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that the
24 *Charming Charlie* Complaint be deemed amended to name Settling Defendant as a Footwear
25 Defendant and as a Handbags Defendant in addition to its original designation as a Belts
26 Defendant, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
27 enter this Consent Judgment.

28 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by

1 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
2 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
3 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
4 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
5 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
6 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
7 this action.

8 **3. INJUNCTIVE RELIEF**

9 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
10 more than thirty (30) days after the Effective Date, Settling Defendant shall provide the Lead
11 Limits to its Vendors of Covered Products and shall instruct each Vendor to use reasonable
12 efforts to provide Covered Products that comply with the Lead Limits on a nationwide basis.

13 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendant shall
14 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
15 any Covered Product that will be sold or offered for sale to California consumers that contains a
16 material or is made of a component that exceeds the following Lead Limits:

17 3.2.1 Paint or other Surface Coatings: 90 parts per million (“ppm”).

18 3.2.2 Polyvinyl chloride (“PVC”): 200 ppm.

19 3.2.3 All other materials or components other than cubic zirconia (sometimes
20 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

21 For purposes of this Section 3.2, when Settling Defendant’s direct customer sells or offers for sale
22 to California consumers a Covered Product after the Effective Date, Settling Defendant is deemed
23 to “offer for sale to California consumers” that Covered Product.

24 3.3 **Action Regarding Specific Products.**

25 3.3.1 On or before the Effective Date, Settling Defendant shall cease selling the
26 following products identified on the attached Exhibit B in California (the “Section 3.3
27 Products”). On or before the Effective Date, Settling Defendant shall also: (i) cease
28 shipping the Section 3.3 Products to any of its stores and/or customers that resell the

1 Section 3.3 Products in California, and (ii) send instructions to its stores and/or customers
2 that resell the Section 3.3 Products in California instructing them either to: (a) return all of
3 the Section 3.3 Products to Settling Defendant for destruction; or (b) directly destroy the
4 Section 3.3 Products.

5 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all
6 applicable laws.

7 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendant shall
8 provide CEH with written certification from Settling Defendant confirming compliance
9 with the requirements of this Section 3.3.

10 **4. ENFORCEMENT**

11 4.1 Any Party may, after meeting and conferring, by motion or application for an
12 order to show cause before this Court, enforce the terms and conditions contained in this Consent
13 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
14 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

15 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
16 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

17 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
18 Defendant within forty-five (45) days of the date the alleged violation(s) was or were
19 observed, provided, however, that: (i) CEH may have up to an additional 45 days to
20 provide Settling Defendant with the test data required by Section 4.2.2(d) below if it has
21 not yet obtained it from its laboratory; and (ii) CEH may serve a Notice of Violation to a
22 supplier of a Covered Product so long as: (a) the identity of the supplier cannot be
23 discerned from the labeling of the Covered Product; and (b) the Notice of Violation to the
24 supplier is served within 45 days of the date the supplier is identified by CEH.

25 4.2.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
26 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
27 (b) the location at which the Covered Product was offered for sale, (c) a description of the
28 Covered Product giving rise to the alleged violation, and of each material or component

1 that is alleged not to comply with the Lead Limits, including a picture of the Covered
2 Product and all identifying information on tags and labels, and (d) all test data obtained by
3 CEH regarding the Covered Product and related supporting documentation, including all
4 laboratory reports, quality assurance reports and quality control reports associated with
5 testing of the Covered Products. Such Notice of Violation shall be based at least in part
6 upon total acid digest testing performed by an independent accredited laboratory. Wipe,
7 swipe, x-ray fluorescence, and swab testing are not by themselves sufficient to support a
8 Notice of Violation, although any such testing may be used as additional support for a
9 Notice. The Parties agree that the sample Notice of Violation attached hereto as Exhibit A
10 is sufficient in form to satisfy the requirements of subsections (c) and (d) of this Section
11 4.2.2.

12 **4.2.3 Additional Documentation.** CEH shall promptly make available for
13 inspection and/or copying upon request by and at the expense of Settling Defendant, all
14 supporting documentation related to the testing of the Covered Products and associated
15 quality control samples, including chain of custody records, all laboratory logbook entries
16 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
17 from all analytical instruments relating to the testing of Covered Product samples and any
18 and all calibration, quality assurance, and quality control tests performed or relied upon in
19 conjunction with the testing of the Covered Products, obtained by or available to CEH that
20 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
21 any exemplars of Covered Products tested.

22 **4.2.4 Multiple Notices.** If Settling Defendant has received more than four
23 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
24 fines, costs, penalties, or remedies are provided by law for failure to comply with the
25 Consent Judgment. For purposes of determining the number of Notices of Violation
26 pursuant to this Section 4.2.4, the following shall be excluded:

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

1 (b) A Notice of Violation that meets one or more of the conditions of
2 Section 4.3.3(b); and

3 (c) Any Notice of Violation for a Covered Product for which a Vendor
4 has also received either a CEH-issued Notice of Violation or a CEH-issued 60-Day Notice
5 of Violation, and for which such Vendor has paid a contribution to the Fashion Accessory
6 Testing Fund or a penalty to CEH pursuant to Proposition 65.

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

14 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
15 Election shall include all then-available documentary evidence regarding the alleged
16 violation, including any test data. Within 30 days the parties shall meet and confer to
17 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
18 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
19 Defendant withdraws its Notice of Election to contest the Notice of Violation before any
20 motion concerning the violations alleged in the Notice of Violation is filed pursuant to
21 Section 4.1, Settling Defendant shall make a contribution to the Proposition 65 Fashion
22 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-
23 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
24 obtaining a decision from the Court, CEH or Settling Defendant acquires additional test or
25 other data regarding the alleged violation, it shall promptly provide all such data or
26 information to the other Party.

27 4.3.2 **Non-Contested Notices.** If the Notice of Violation is not contested,
28 Settling Defendant shall include in its Notice of Election a detailed description of

1 corrective action that it has undertaken or proposes to undertake to address the alleged
2 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
3 Covered Product will no longer be offered by Settling Defendant or its customers for sale
4 in California. If there is a dispute over the sufficiency of the proposed corrective action or
5 its implementation, CEH shall promptly notify Settling Defendant and the Parties shall
6 meet and confer before seeking the intervention of the Court to resolve the dispute. In
7 addition to the corrective action, Settling Defendant shall make a contribution to the
8 Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the provisions of
9 Section 4.3.3 applies.

10 **4.3.3 Limitations in Non-Contested Matters.**

11 (a) If it elects not to contest a Notice of Violation before any motion
12 concerning the violation(s) at issue has been filed, the monetary liability of Settling
13 Defendant shall be limited to the contributions required by Section 4.3.2 and this Section
14 4.3.3, if any.

15 (b) The contribution to the Fashion Accessory Testing Fund shall be:

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

27 (ii) One thousand five hundred dollars (\$1,500) if Settling
28 Defendant is in violation of Section 3.2 only insofar as that Section deems

1 Settling Defendant to have “offer for sale to California consumers” a
2 product sold at retail by Settling Defendant’s customer, provided however,
3 that no contribution is required or payable if Settling Defendant has already
4 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
5 this subsection. This subsection shall apply only to Covered Products that
6 Settling Defendant demonstrates were shipped prior to the Effective Date;
7 or

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

12 **5. PAYMENTS**

13 **5.1 Payments by Settling Defendant.** Within five (5) business days of the Effective
14 Date, Settling Defendant shall pay the total sum of \$60,000 as a settlement payment. The total
15 settlement amount for Settling Defendant shall be paid in three separate checks and delivered to
16 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
17 Francisco, California 94117-2212, and made payable and allocated as follows:

18 5.1.1 Settling Defendant shall pay the sum of \$7,930 as a civil penalty pursuant
19 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
20 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California’s Office of
21 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
22 Center For Environmental Health.

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

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

4 5.1.3 Settling Defendant shall also separately pay the sum of \$40,170 to the
5 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
6 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
7 Law Group.

8 **6. MODIFICATION**

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

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

15 **7. CLAIMS COVERED AND RELEASED**

16 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
17 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
18 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
19 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
20 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
21 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
22 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
23 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees, based on failure
24 to warn about alleged exposure to Lead contained in Covered Products that were sold by Settling
25 Defendant prior to the Effective Date, and specifically including the Section 3.3 Products listed
26 on Exhibit B.

27 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant
28 constitutes compliance with Proposition 65 with respect to Lead in Settling Defendant's Covered

1 Products.

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

5 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action
6 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
7 of Settling Defendant under Section 3.2.3; and (b) sells or offers for sale a Covered Product to
8 California consumers that does not comply with the Lead Limits after the applicable Final Retail
9 Compliance Date set forth in Section 3.2.3.

10 **8. NOTICE**

11 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
12 notice shall be sent by first class and electronic mail to:

13 Eric S. Somers
14 Lexington Law Group
15 503 Divisadero Street
16 San Francisco, CA 94117
17 esomers@lexlawgroup.com

18 8.2 When Settling Defendant is entitled to receive any notice under this Consent
19 Judgment, the notice shall be sent by first class and electronic mail to:

20 Robert S. Nicksin
21 O'Melveny & Myers LLP
22 400 South Hope Street
23 Los Angeles, CA 90071
24 bnicksin@omm.com

25 8.3 Any Party may modify the person and address to whom the notice is to be sent
26 by sending each other Party notice by first class and electronic mail.

27 **9. COURT APPROVAL**

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

1 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
3 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

4 **10. ATTORNEYS' FEES**

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

14 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
15 its own attorneys' fees and costs.

16 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
17 sanctions pursuant to law.

18 **11. TERMINATION**

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

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

28

1 **12. OTHER TERMS**

2 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
3 of California.

4 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
5 Defendant, and the successors or assigns of any of them.

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

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

21 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
22 Consent Judgment.

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

26 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
27 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
28

1 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
2 Party.

3 12.8 The Parties, including their counsel, have participated in the preparation of
4 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
5 This Consent Judgment was subject to revision and modification by the Parties and has been
6 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
7 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
8 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
9 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
10 be resolved against the drafting Party should not be employed in the interpretation of this Consent
11 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

12

13 **IT IS SO ORDERED:**

14

15 Dated: DEC 02 2015

Judge Wynne Carvill *W*
Judge of the Superior Court

16

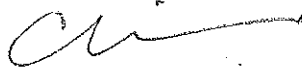
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18 **IT IS SO STIPULATED:**

19 **CENTER FOR ENVIRONMENTAL HEALTH**

20

21



22

Signature

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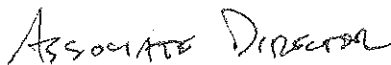


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Printed Name

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Title

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ASHLEY STEWART, INC.

Michael A. Abate

Signature

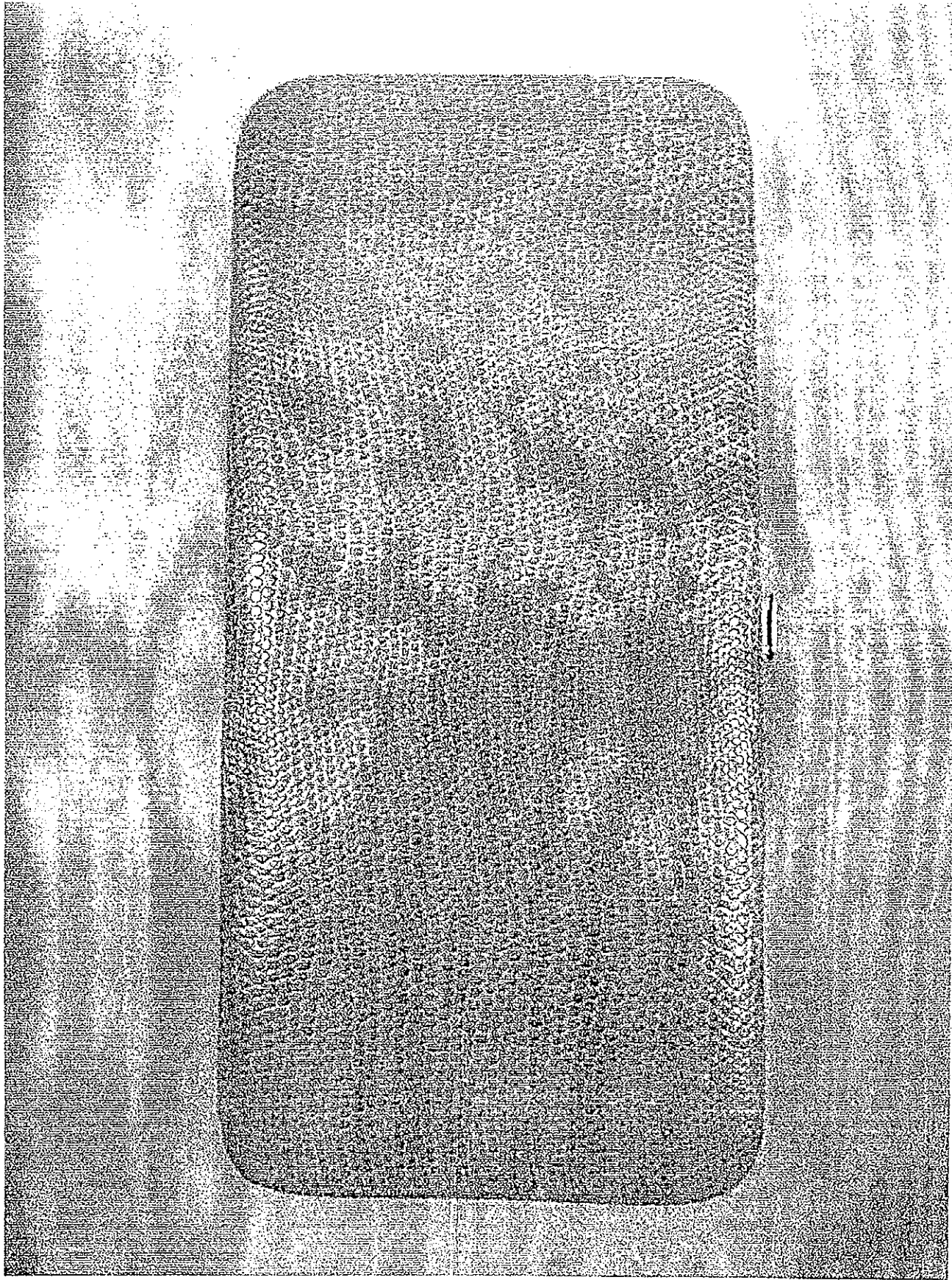
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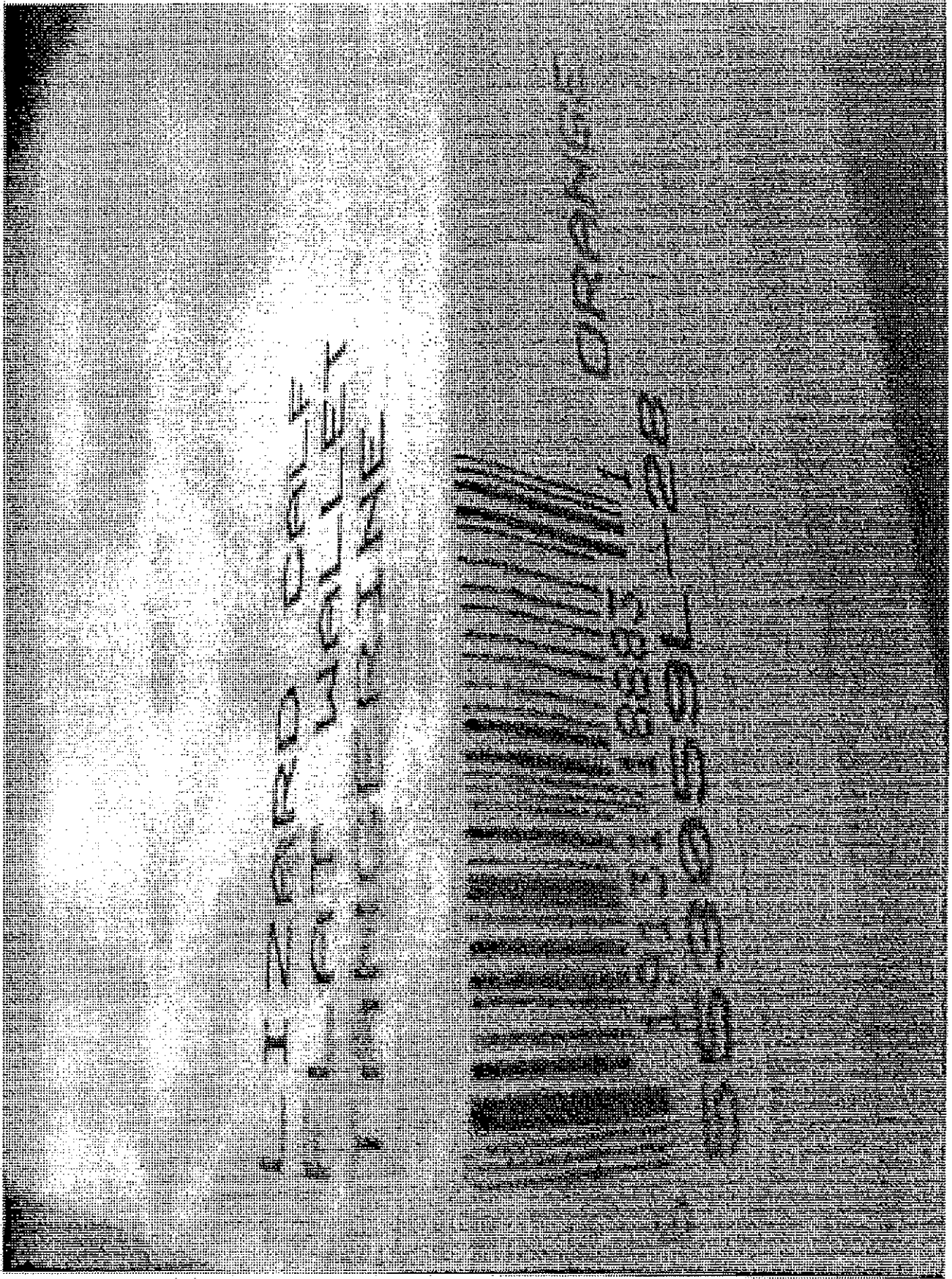
Printed Name

Secretary

Title

Exhibit A





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



925-828-1440
www.TheNFL.com

Analytical Report

August 03, 2011

Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117

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

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

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

Analyte	Result	Units	Method Ref.
Lead	67500	ppm	NIOSH 7082

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

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

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

Sincerely,

Grace Bandong, Division Manager, Food Contaminants -Chemistry

cc: The NFL's Accounts Receivable

EXHIBIT B
Section 3.3 Products

1. Ashley Stewart Belt in Beige, sold as a set of three belts identified as the Floral Belt Trio in Capri Breeze, SKU No. 4-02008-80799-3, Style No. B15169;
2. Ashley Stewart Patent Leather Belt Duo in Mustard Seed, SKU No. 4-02008-54421-8, Style No. HA0F09313X;
3. Ashley Stewart Wide Width Gladiator Sandals in Cornstalk / Cognac, SKU No. 4-02008-75064-0, Style No. Flatty-2;
4. Ashley Stewart Iridescent Snake Embossed Shoulder Handbag in Silver, Item No. 402008874001;
5. Ashley Stewart Medallion Crossbody Handbag in Neutral Taupe; SKU No. 4-02008-67127-3; Style No. AM8072;
6. Ashley Stewart Wide Width Caged Gladiator Sandals in Ivory, Item No. 402008750336, Style No. NEW-12841;
7. Ashley Stewart Cutout Studded Stretch Belt in Magenta, Item No. 402008808440, Style No. 14-1554.

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