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ALAMEDA COUNTY

SEP 10 2015

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 14-749378
)	
Plaintiff,)	PROPOSED CONSENT
v.)	JUDGMENT AS TO G-III APPAREL
)	GROUP, LTD. AND AM RETAIL
ROCKET DOG BRANDS LLC, <i>et al.</i> ,)	GROUP, INC.
)	
Defendants.)	
)	
)	

Upon entry, this Consent Judgment supersedes in its entirety the Modified Amended Consent Judgment entered in *Center for Environmental Health v. Lulu NYC LLC, et al.*, Lead Case No. RG 09-459448, on May 24, 2011 (“Modified Amended Consent Judgment”) as to AM Retail Group, Inc. only. In all other respects, entry of this Consent Judgment does not impact the Modified Amended Consent Judgment. Until this Consent Judgment is entered by the Court, the Modified Amended Consent Judgment as to AM Retail Group, Inc. shall remain in effect.

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 footwear, belts, wallets, handbags, purses and clutches that are Manufactured, distributed, sold or offered for sale by Settling Defendants.

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

3 1.4 “Lead Limits” means the maximum concentrations of lead and lead
4 compounds (“Lead”) by weight specified in Section 3.2.

5 1.5 “Manufactured” and “Manufactures” means to manufacture, produce, or
6 assemble.

7 1.6 “Paint or other Surface Coatings” means a fluid, semi-fluid, or other material,
8 with or without a suspension of finely divided coloring matter, which changes to a solid film
9 when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface.
10 This term does not include printing inks or those materials which actually become a part of the
11 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
12 the substrate, such as by electroplating or ceramic glazing.

13 1.7 “Vendor” means a person or entity that Manufactures, imports, distributes, or
14 supplies a Covered Product to Settling Defendants.

15 **2. INTRODUCTION**

16 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
17 Environmental Health (“CEH”) and defendants G-III Apparel Group, Ltd. and AM Retail Group,
18 Inc. (“Settling Defendants”).

19 2.2 Beginning on August 25, 2010, CEH served 60-Day Notices of Violation
20 under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California
21 Health & Safety Code § 25249.5, *et seq.*) (the “Notices”) to Settling Defendants, the California
22 Attorney General, the District Attorneys of every County in the State of California, and the City
23 Attorneys for every City in the State of California with a population greater than 750,000. The
24 Notices allege that Settling Defendants violated Proposition 65 by exposing persons to Lead
25 contained in footwear, belts, wallets, handbags, purses and clutches without first providing a clear
26 and reasonable Proposition 65 warning.

27 2.3 On November 24, 2014, CEH filed the action *Center for Environmental*
28 *Health v. Rocket Dog Brands LLC, et al.*, Case No. RG 14-749378 in the Superior Court of

1 California for Alameda County. On or about August 20, 2015, CEH named Settling Defendants
2 as defendants in that action pursuant to California Code of Civil Procedure § 474.

3 2.4 Settling Defendants manufacture, distribute and/or offer for sale Covered
4 Products in the State of California or have done so in the past.

5 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
6 Court has jurisdiction over the allegations of violations contained in the operative Complaint
7 applicable to Settling Defendants (the "Complaint") and personal jurisdiction over Settling
8 Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
9 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

10 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
11 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
12 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
13 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
14 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
15 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
16 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
17 this action.

18 3. INJUNCTIVE RELIEF

19 3.1 **Specification Compliance Date.** To the extent they have not already done so,
20 no more than 30 days after the Effective Date, Settling Defendants shall provide the Lead Limits
21 to their Vendors of Covered Products and shall instruct each Vendor to use reasonable efforts to
22 provide Covered Products that comply with the Lead Limits on a nationwide basis.

23 3.2 **Lead Limits.** Commencing on the Effective Date, Settling Defendants shall
24 not purchase, import, Manufacture, supply to an unaffiliated third party, or sell or offer for sale
25 any Covered Product that will be sold or offered for sale to California consumers that contains an
26 Accessible Component that exceeds the following Lead Limits:

27 3.2.1 Paint or other Surface Coatings: 90 parts per million ("ppm").

28 3.2.2 Polyvinyl chloride ("PVC"): 200 ppm.

1 3.2.3 All other Accessible Components other than cubic zirconia (sometimes
2 called cubic zirconium, CZ), crystal, glass or rhinestones: 300 ppm.

3 For purposes of this Section 3.2, when Settling Defendants' direct customer sells
4 or offers for sale to California consumers a Covered Product after the Effective Date, Settling
5 Defendants are deemed to have "offered for sale to California consumers" that Covered Product.

6 **3.3 Action Regarding Specific Products.**

7 3.3.1 On or before the Effective Date, Settling Defendants shall cease selling in
8 California the Specific Products listed on Exhibit B (collectively, the "Section 3.3
9 Products"). On or before the Effective Date, Settling Defendants shall also: (i) cease
10 shipping the Section 3.3 Products to any of their stores and/or customers that resell the
11 Section 3.3 Products in California, and (ii) send instructions to their stores and/or
12 customers that resell the Section 3.3 Products in California instructing them either to: (a)
13 return all of the Section 3.3 Products to Settling Defendants for destruction; or (b) directly
14 destroy the Section 3.3 Products.

15 3.3.2 Any destruction of the Section 3.3 Products shall be in compliance with all
16 applicable laws.

17 3.3.3 Within sixty (60) days of the Effective Date, Settling Defendants shall
18 provide CEH with written certification from Settling Defendants confirming compliance
19 with the requirements of this Section 3.3.

20 **4. ENFORCEMENT**

21 4.1 Any Party may, after meeting and conferring, by motion or application for an
22 order to show cause before this Court, enforce the terms and conditions contained in this Consent
23 Judgment. Enforcement of the terms and conditions of Section 3.2 of this Consent Judgment
24 shall be brought exclusively pursuant to Sections 4.2 through 4.3.

25 4.2 **Notice of Violation.** CEH may seek to enforce the requirements of Section
26 3.2 by issuing a Notice of Violation pursuant to this Section 4.2.

27 4.2.1 **Service of Notice.** CEH shall serve the Notice of Violation on Settling
28 Defendants within 45 days of the date the alleged violation(s) was or were observed,

1 provided, however, that: (i) CEH may have up to an additional 45 days to provide Settling
2 Defendants with the test data required by Section 4.2.2(d) below if it has not yet obtained
3 it from its laboratory; and (ii) CEH may serve a Notice of Violation to a supplier of a
4 Covered Product so long as: (a) the identity of the supplier cannot be discerned from the
5 labeling of the Covered Product; and (b) the Notice of Violation to the supplier is served
6 within 45 days of the date the supplier is identified by CEH.

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

22 **4.2.3 Additional Documentation.** CEH shall promptly make available for
23 inspection and/or copying upon request by and at the expense of Settling Defendants, all
24 supporting documentation related to the testing of the Covered Products and associated
25 quality control samples, including chain of custody records, all laboratory logbook entries
26 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
27 from all analytical instruments relating to the testing of Covered Product samples and any
28 and all calibration, quality assurance, and quality control tests performed or relied upon in

1 conjunction with the testing of the Covered Products, obtained by or available to CEH that
2 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
3 any exemplars of Covered Products tested.

4 **4.2.4 Multiple Notices.** If Settling Defendants have received more than four
5 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
6 fines, costs, penalties, or remedies are provided by law for failure to comply with the
7 Consent Judgment. For purposes of determining the number of Notices of Violation
8 pursuant to this Section 4.2.4, the following shall be excluded:

9 (a) Multiple notices identifying Covered Products Manufactured for or
10 sold to Settling Defendants from the same Vendor; and

11 (b) A Notice of Violation that meets one or more of the conditions of
12 Section 4.3.3(c).

13 **4.3 Notice of Election.** Within 30 days of receiving a Notice of Violation
14 pursuant to Section 4.2, including the test data required pursuant to 4.2.2(d), Settling Defendants
15 shall provide written notice to CEH stating whether they elect to contest the allegations contained
16 in the Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election shall be
17 deemed an election to contest the Notice of Violation. Any contributions to the Fashion
18 Accessory Testing Fund required under this Section 4.3 shall be made payable to The Center for
19 Environmental Health and included with Settling Defendants' Notice of Election.

20 **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of
21 Election shall include all then-available documentary evidence regarding the alleged
22 violation, including any test data. Within 30 days the parties shall meet and confer to
23 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
24 CEH may file an enforcement motion or application pursuant to Section 4.1. If Settling
25 Defendants withdraw their Notice of Election to contest the Notice of Violation before
26 any motion concerning the violations alleged in the Notice of Violation is filed pursuant to
27 Section 4.1, Settling Defendants shall make a contribution to the Proposition 65 Fashion
28 Accessory Testing Fund in the amount of \$12,500 and shall comply with all of the non-

1 monetary provisions of Section 4.3.2. If, at any time prior to reaching an agreement or
2 obtaining a decision from the Court, CEH or Settling Defendants acquire additional test or
3 other data regarding the alleged violation, it shall promptly provide all such data or
4 information to the other Party.

5 **4.3.2 Non-Contested Notices.** If the Notice of Violation is not contested,
6 Settling Defendants shall include in their Notice of Election a detailed description of
7 corrective action that it has undertaken or proposes to undertake to address the alleged
8 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
9 Covered Product will no longer be offered by Settling Defendants or their customers for
10 sale in California. If there is a dispute over the sufficiency of the proposed corrective
11 action or its implementation, CEH shall promptly notify Settling Defendants and the
12 Parties shall meet and confer before seeking the intervention of the Court to resolve the
13 dispute. In addition to the corrective action, Settling Defendants shall make a contribution
14 to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one of the
15 provisions of Section 4.3.3 applies.

16 **4.3.3 Limitations in Non-Contested Matters.**

17 (a) If they elect not to contest a Notice of Violation before any motion
18 concerning the violation(s) at issue has been filed, the monetary liability of Settling
19 Defendants shall be limited to the contributions required by Section 4.3.2 and this Section
20 4.3.3, if any.

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

25 (c) The contribution to the Fashion Accessory Testing Fund shall be:

26 (i) One thousand seven hundred fifty dollars (\$1,750) if Settling
27 Defendants, prior to receiving and accepting for distribution or sale the
28 Covered Product identified in the Notice of Violation, obtained test results

1 demonstrating that all of Accessible Components in the Covered Product
2 identified in the Notice of Violation complied with the applicable Lead
3 Limits, and further provided that such test results meet the same quality
4 criteria to support a Notice of Violation as set forth in Section 4.2.2 and
5 that the testing was performed within two years prior to the date of the
6 sales transaction on which the Notice of Violation is based. Settling
7 Defendants shall provide copies of such test results and supporting
8 documentation to CEH with its Notice of Election; or

9 (ii) One thousand five hundred dollars (\$1,500) if Settling
10 Defendants are in violation of Section 3.2 only insofar as that Section
11 deems Settling Defendants to have "offered for sale to California
12 consumers" a product sold at retail by Settling Defendants' customer,
13 provided however, that no contribution is required or payable if Settling
14 Defendants have already been required to pay a total of ten thousand
15 dollars (\$10,000) pursuant to this subsection. This subsection shall apply
16 only to Covered Products that Settling Defendants demonstrate were
17 shipped prior to the Effective Date; or

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

22 **5. PAYMENTS**

23 5.1 **Payments by Settling Defendants.** Within five (5) business days of the Effective
24 Date, Settling Defendants shall pay the total sum of \$65,000 as a settlement payment. The total
25 settlement amount for Settling Defendants shall be paid in three separate checks and delivered to
26 the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street, San
27 Francisco, California 94117-2212, and made payable and allocated as follows:
28

1 5.1.1 Settling Defendants shall pay the sum of \$8,600 as a civil penalty pursuant
2 to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with
3 Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of
4 Environmental Health Hazard Assessment). The civil penalty check shall be made payable to the
5 Center for Environmental Health.

6 5.1.2 Settling Defendants shall pay the sum of \$12,900 as a payment in lieu of
7 civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
8 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
9 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
10 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
11 funds to award grants to grassroots environmental justice groups working to educate and protect
12 people from exposures to toxic chemicals. The method of selection of such groups can be found
13 at the CEH web site at www.keh.org/justicefund. The payment pursuant to this Section shall be
14 made payable to the Center for Environmental Health.

15 5.1.3 Settling Defendants shall also separately pay the sum of \$43,500 to the
16 Lexington Law Group as reimbursement of a portion of CEH's reasonable attorneys' fees and
17 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
18 Law Group.

19 **6. MODIFICATION**

20 6.1 **Written Consent.** This Consent Judgment may be modified from time to
21 time by express written agreement of the Parties with the approval of the Court, or by an order of
22 this Court upon motion and in accordance with law.

23 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
24 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
25 modify the Consent Judgment.

26 **7. CLAIMS COVERED AND RELEASED**

27 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
28 behalf of itself and the public interest and Settling Defendants, and their parents, subsidiaries,

1 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
2 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
3 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
4 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
5 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
6 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on
7 failure to warn about alleged exposure to Lead contained in Covered Products that were sold by
8 Settling Defendants prior to the Effective Date.

9 7.2 Compliance with the terms of this Consent Judgment by Settling Defendants
10 constitutes compliance with Proposition 65 with respect to Lead in Covered Products sold by
11 Settling Defendants.

12 7.3 This Consent Judgment resolves all monetary claims CEH has asserted against
13 Settling Defendants and any of their retail customers under Fashion Accessory Testing Fund
14 Notices of Violation issued or to be issued by CEH that are related to the Section 3.3 Products.

15 **8. NOTICE**

16 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
17 notice shall be sent by first class and electronic mail to:

18 Eric S. Somers
19 Lexington Law Group
20 503 Divisadero Street
21 San Francisco, CA 94117
22 esomers@lexlawgroup.com

23 8.2 When Settling Defendants are entitled to receive any notice under this Consent
24 Judgment, the notice shall be sent by first class and electronic mail to:

25 Wayne Miller
26 G-III Apparel Group, Ltd.
27 512 7th Avenue New York, NY 10018
28 wmiller@g-iii.com

With a copy to:

Jeffrey Margulies

1 Norton Rose Fulbright US LLP
2 555 South Flower Street, 41st Floor
3 Los Angeles, California 90071
4 jeff.margulies@nortonrosefulbright.com

5 8.3 Any Party may modify the person and address to whom the notice is to be sent
6 by sending each other Party notice by first class and electronic mail.

7 **9. COURT APPROVAL**

8 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
9 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
10 shall support entry of this Consent Judgment.

11 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
12 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
13 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

14 **10. ATTORNEYS' FEES**

15 10.1 Should CEH prevail on any motion, application for an order to show cause or
16 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
17 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
18 Settling Defendants prevail on any motion application for an order to show cause or other
19 proceeding, Settling Defendants may be awarded its reasonable attorneys' fees and costs as a
20 result of such motion or application upon a finding by the Court that CEH's prosecution of the
21 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
22 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
23 1986, Code of Civil Procedure § 2016, *et seq.*

24 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
25 its own attorneys' fees and costs.

26 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
27 sanctions pursuant to law.

28 **11. TERMINATION**

11.1 This Consent Judgment shall be terminable by CEH or by Settling Defendants

1 at any time after January 1, 2020, upon the provision of 30 days advanced written notice; such
2 termination shall be effective upon the subsequent filing of a notice of termination with Superior
3 Court of Alameda County.

4 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
5 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
6 terminating Party, the provisions of Sections 5 and 7 shall survive any termination and provided
7 further that if Settling Defendants are the terminating Party, the provisions of Sections 5 and 7.1
8 shall survive any termination.

9 **12. OTHER TERMS**

10 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
11 of California.

12 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
13 Defendants, and the successors or assigns of any of them.

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

26 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
27 that Settling Defendants might have against any other party, whether or not that party is a Settling
28 Defendant.

1 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
2 Consent Judgment.

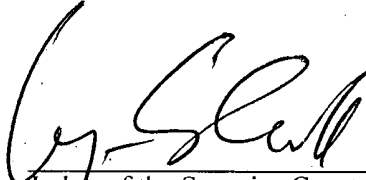
3 12.6 The stipulations to this Consent Judgment may be executed in counterparts
4 and by means of facsimile or portable document format (pdf), which taken together shall be
5 deemed to constitute one document.

6 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
7 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
8 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
9 Party.

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

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20 **IT IS SO ORDERED:**

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23 Dated: 9/10/2015

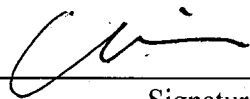


Judge of the Superior Court

Judge Wynne Carvill

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**IT IS SO STIPULATED:
CENTER FOR ENVIRONMENTAL HEALTH**



Signature

CHARLES J. DIAMOND

Printed Name

Associate Director

Title

G-III APPAREL GROUP, LTD.

Signature

Printed Name

Title

1 IT IS SO STIPULATED:

2 CENTER FOR ENVIRONMENTAL HEALTH

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Signature

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Printed Name

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Title

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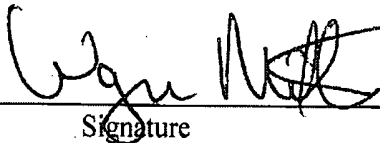
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G-III APPAREL GROUP, LTD.

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Signature

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Wayne Miller

Printed Name

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Chief Operating Officer

Title

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1 AM RETAIL GROUP, INC.

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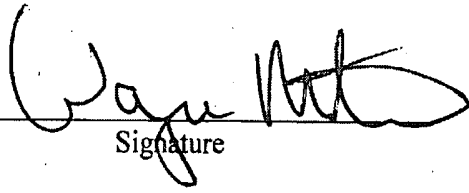
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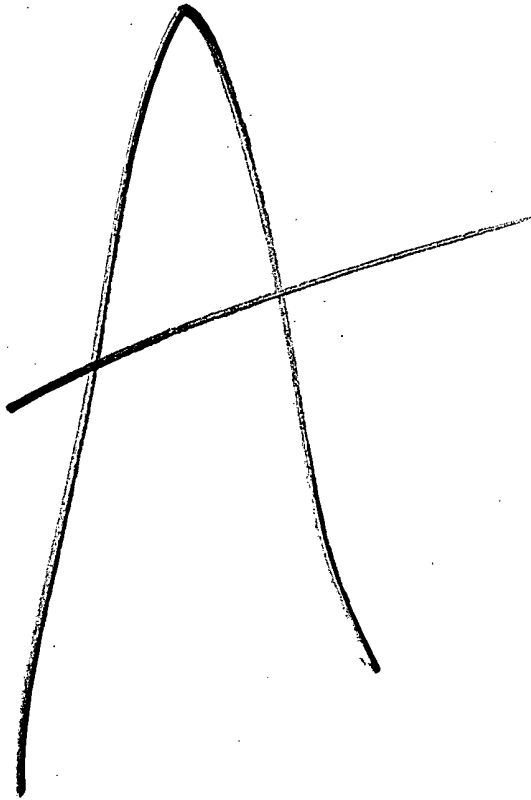
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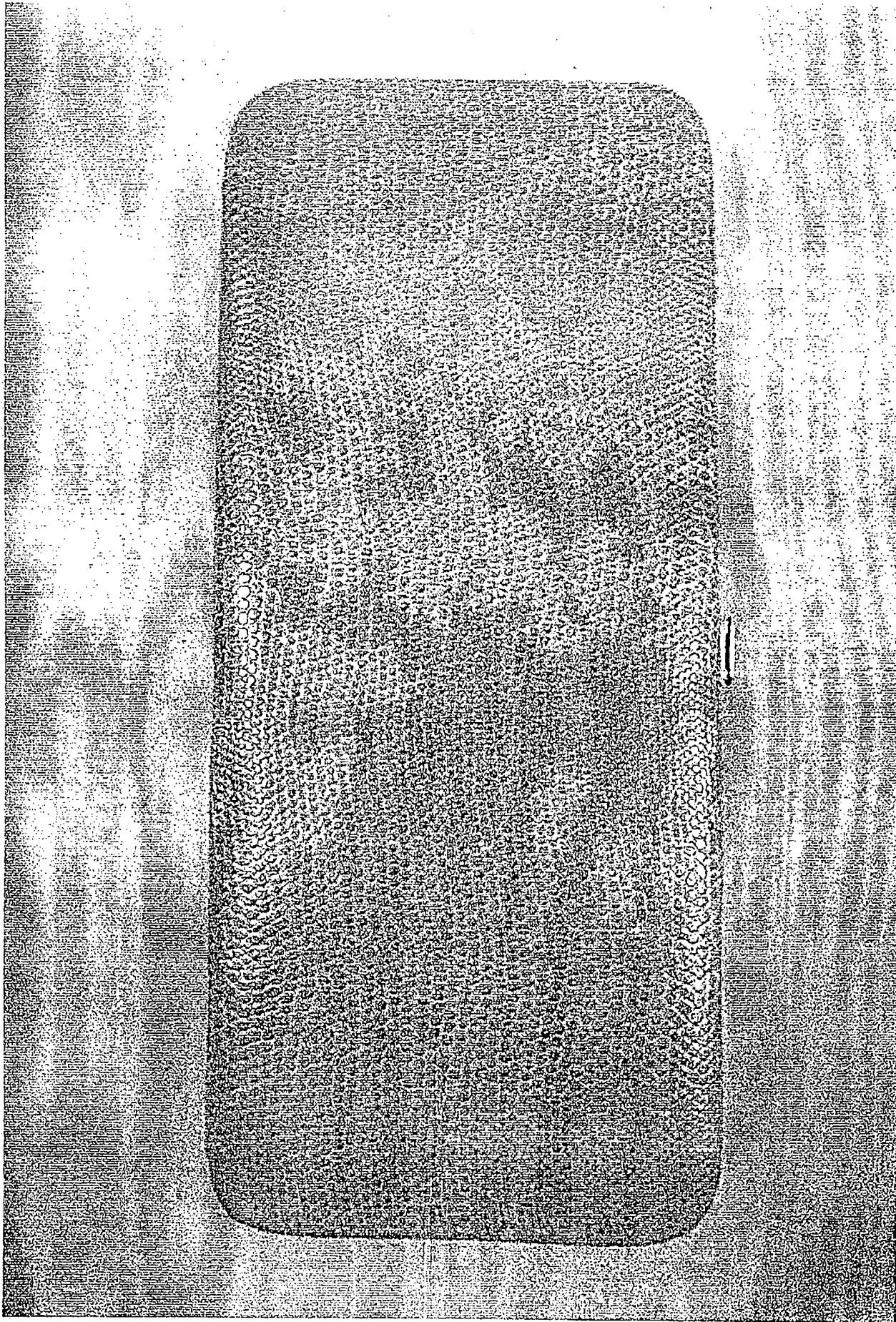
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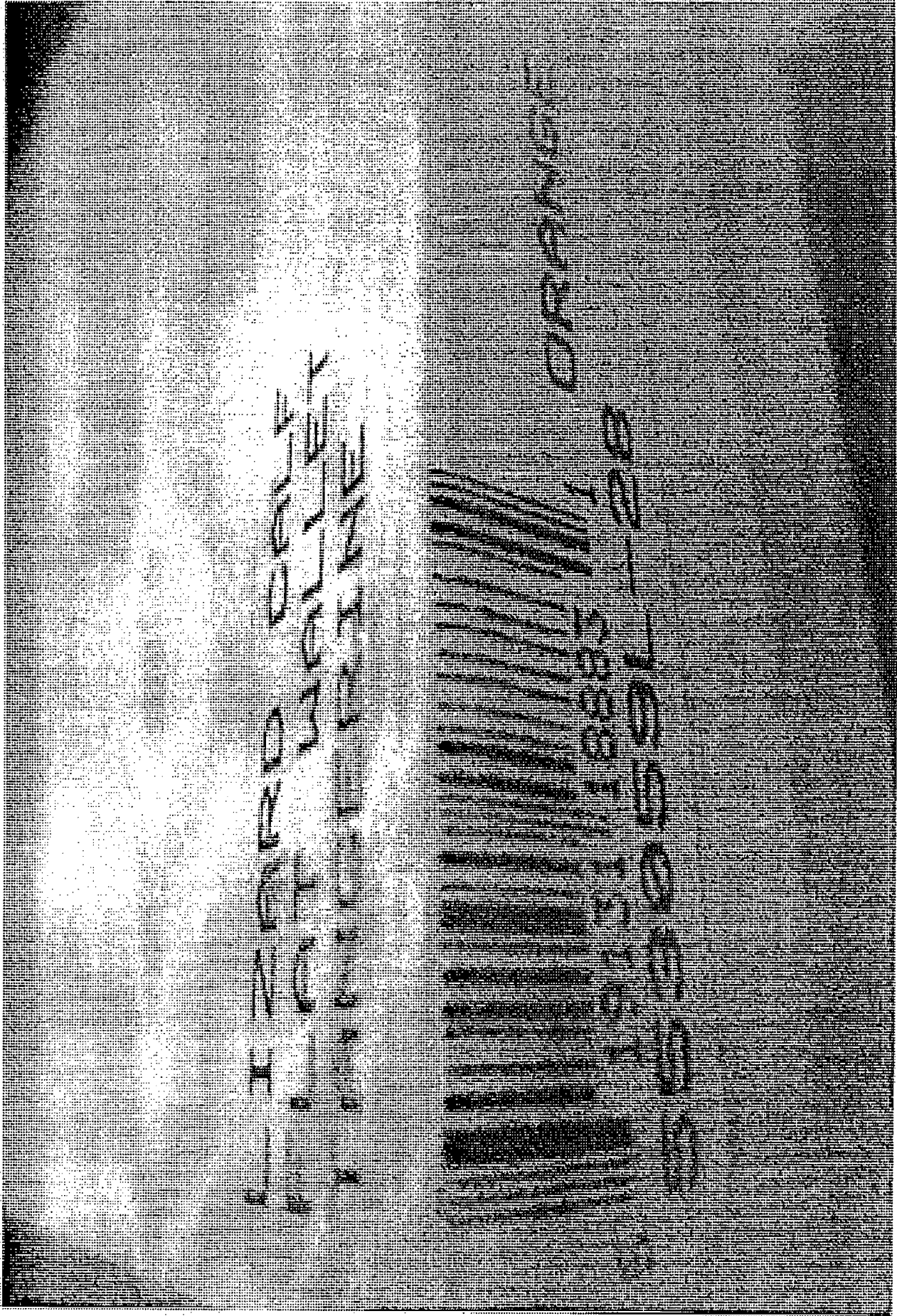

Signature

Wayne Miller
Printed Name

Chief Operating Officer, secretary
Title







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

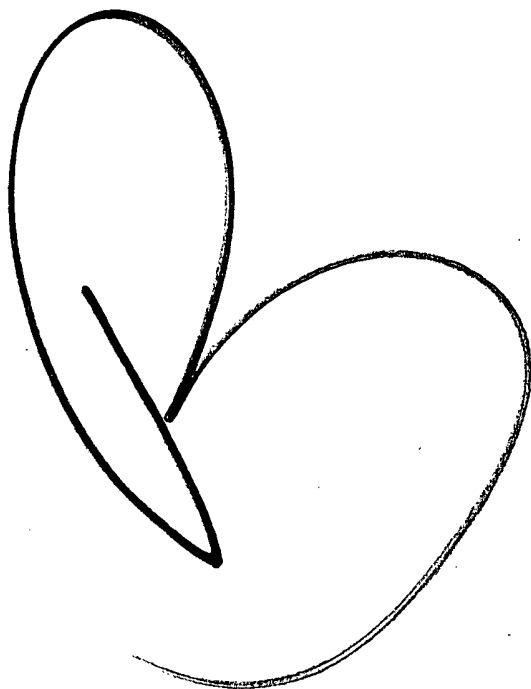


EXHIBIT B
Section 3.3 Products

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1. Calvin Klein Wristlet in Burnt Orange, SKU No. 043082151, Style No. H4JL13FH
2. Wilsons Leather Black Rivet Patchwork Flap Leather Clutch in Brown, SKU No. 4-00647-38321-2, Item No. 037G1579 (FAT3311)
3. Wilsons Leather Wristlet in Tan, SKU No. 4-00674-94013-6, Item No. SWP-1828-00 (FAT3352)
4. Wilsons Leather 47 Maple Snakeskin Wallet in Brown, SKU No. 4-00633-37976-2, Item No. 73003R-32 (FAT3202)
5. Wilsons Leather Wallet in Brown, SKU No. 4-00675-93186-7, Item No. 3-305-iV-A-15 (FAT3081)
6. G.H. Bass & Co. Jasmin Clutch in Cognac, SKU No. 4-00677-32883-2, Item No. 2615-5808 (LFAT691)
7. G.H. Bass & Co. Jasmin Polka Dot Wallet in Cream, SKU No. 4-00677-32453-7, Item No. 2723-5805 (LFAT692)