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Evan Smith (Bar No. SBN 242352)
BRODSKY & SMITH, LLC.
9595 Wilshire Blvd., Ste. 900
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Fax: (310) 247-0160

Attorneys for Plaintiff

FILED
ALAMEDA COUNTY

AUG 10 2020

CLERK OF THE SUPERIOR COURT
By *Michelle Hawkins*
Deputy

~~**FILED**
ALAMEDA COUNTY
FEB 19 2020
CLERK OF THE SUPERIOR COURT
By *Mark Sui*
Deputy~~

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ANTHONY FERREIRO,
Plaintiff,

v.

MACY'S CORPORATE SERVICES, INC., et
al.,
Defendants.

Case No.: RG18897226

CONSENT JUDGMENT

Judge: Dennis Hayashi
Dept.: 518
Hearing Date: April 9, 2020
Hearing Time: 2:30 PM
Reservation #: R-2152685

Filed By Fax

1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between plaintiffs Ema
3 Bell and Anthony Ferreiro acting on behalf of the public interest (hereinafter "Plaintiffs") and
4 defendants Bloomingdale's, Inc., Macy's, Inc., Macy's Corporate Services, Inc., Macy's Retail
5 Holdings, Inc. (collectively, "Macy's"), and Dani Accessories, Inc. ("Dani Accessories")
6 (collectively, "Defendants") with Plaintiffs and Defendants collectively referred to as the "Parties"
7 and each of them as a "Party." Plaintiffs is an individual residing in California that seeks to promote
8 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer products. Macy's and Dani Accessories are alleged to
10 be persons in the course of doing business for purposes of Proposition 65, Cal. Health & Safety
11 Code §§ 25249.6 et seq.

12 **1.2 Allegations and Representations.** Plaintiffs alleges that Defendants have exposed
13 individuals to di(2-ethylhexyl) phthalate (DEHP) from their sales of handbags, purses, and totes
14 supplied by Dani Accessories for sale in California without providing a clear and reasonable
15 exposure warning pursuant to Proposition 65. DEHP is listed under Proposition 65 as a chemical
16 known to the State of California to cause cancer and reproductive toxicity.

17 **1.3 Notices of Violation/Complaint.**

18 **1.3.1** On or about October 3, 2017, Ferreiro served Macy's Corporate Services,
19 Inc., and various public enforcement agencies with a document entitled "60-Day Notice of
20 Violation" pursuant to Health & Safety Code §25249.7(d) (the "2017 Notice"), alleging that
21 Macy's violated Proposition 65 for failing to warn consumers and customers that use of
22 Rich's Heritage totes expose users in California to DEHP. No public enforcer has brought
23 and is diligently prosecuting the claims alleged in the 2017 Notice. On March 19, 2018,
24 Ferreiro filed a complaint (the "Complaint" or the "Action") in the matter, naming Macy's
25 as a defendant.

26 **1.3.2** Thereafter, on or about August 7, 2018, Ferreiro served Dani Accessories,
27 and various public enforcement agencies with documents entitled "60-Day Notice of
28

1 Violation” pursuant to Health & Safety Code §25249.7(d) (the “2018 Notice”), alleging that
2 Dani Accessories similarly violated Proposition 65 for failing to warn consumers and
3 customers that use of Rich’s Heritage totes expose users in California to DEHP.

4 1.3.3 On or about March 26, 2019, Ferreiro served Macy’s, Inc., Macy’s Retail
5 Holdings, Inc., and various public enforcement agencies with documents entitled “60-Day
6 Notice of Violation” pursuant to Health & Safety Code §25249.7(d) (the “March 26, 2019
7 Notice”), alleging that Macy’s violated Proposition 65 for failing to warn consumers and
8 customers that use of Mark Tetro totes exposes users in California to DEHP. No public
9 enforcer has brought and is diligently prosecuting the claims alleged in the March 2019
10 Notice.

11 1.3.4 On or about May 6, 2019, Bell served Dani Accessories, Bloomingdales,
12 Inc. (erroneously named as Federated Department Stores, Inc.), Macy’s West Stores, Inc.,
13 and various public enforcement agencies with documents entitled “60-Day Notice of
14 Violation” pursuant to Health & Safety Code §25249.7(d) (the “May 2019 Notice”),
15 alleging that Macy’s violated Proposition 65 for failing to warn consumers and customers
16 that use of Bloomingdale’s floral beach bag exposes users in California to DEHP. No public
17 enforcer has brought and is diligently prosecuting the claims alleged in the May 2019
18 Notice.

19 1.3.5 The 2017 Notice, the 2018 Notice, the March 2019 Notice, and the May 26,
20 2019 Notice shall be referred to collectively as the “Notices.”

21 1.3.6 This settlement is entered into among the parties as a global settlement of all
22 claims brought by Bell and Ferreiro on the notices served on Dani Accessories and on
23 Macy’s, Inc. and its affiliates and subsidiaries regarding alleged exposures to DEHP and
24 other Listed Phthalates in Covered Products supplied by Dani Accessories. To facilitate this
25 global settlement, upon court approval of this Consent Judgment, the Complaint shall be
26 deemed amended to name Bell as a plaintiff, and Bloomingdale’s, Inc., Dani Accessories
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1 Macy's, Inc., Macy's Corporate Services, Inc., and Macy's Retail Holdings, Inc. as
2 defendants, and to include claims based on each of the Notices.

3 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
4 jurisdiction over Defendants as to the allegations contained in the Action filed in this matter, that
5 venue is proper in the County of Alameda, and that this Court has jurisdiction to approve, enter,
6 and oversee the enforcement of this Consent Judgment as a full and final binding resolution of all
7 claims which were or could have been raised in the Action based on the facts alleged therein and/or
8 in the Notices.

9 1.5 Defendants deny the material allegations contained in the Notices and Complaint
10 and maintains that they have not violated Proposition 65. Nothing in this Consent Judgment shall
11 be construed as an admission by Defendants of any fact, finding, issue of law, or violation of law;
12 nor shall compliance with this Consent Judgment constitute or be construed as an admission by
13 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
14 denied by Defendants. However, this Section shall not diminish or otherwise affect the obligations,
15 responsibilities, and duties of Defendant under this Consent Judgment.

16 2. **DEFINITIONS**

17 2.1 **Covered Products.** The term "Covered Products" means handbags, purses,
18 clutches, and totes supplied by Dani Accessories for sale in California, including, but not limited
19 to, the Covered Products listed on Exhibit A.

20 2.2 **Listed Phthalates.** The term "Listed Phthalates" means DEHP, butyl benzyl
21 phthalate ("BBP"), di-n-butyl phthalate ("DBP"), di-isodecyl phthalate ("DIDP"), di-n-hexyl
22 phthalate (DnHP), and diisononyl phthalate (DINP).

23 2.3 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is
24 entered as a Judgment of the Court.

25 3. **INJUNCTIVE RELIEF: WARNINGS**

26 3.1 **Reformulation of Covered Products.** As of the date this Consent Judgment is
27 signed by all Parties, and continuing thereafter, Dani Accessories shall ensure that Covered
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1 Products that it manufactures, imports, distributes, sells, or offers for sale in California are either:
2 (a) Reformulated Products pursuant to § 3.2, below; or (b) labeled with a clear and reasonable
3 exposure warning pursuant to §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a
4 "Reformulated Product" is a Covered Product that is in compliance with the standard set forth in §
5 3.2 below. The warning requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated
6 Product.

7 **3.2 Reformulation Standard.** "Reformulated Products" shall mean Covered Products
8 that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm) of each of the
9 Listed Phthalates when analyzed pursuant to U.S. Environmental Protection Agency testing
10 methodologies 3580A and 8270C or other methodology utilized by federal or state government
11 agencies for the purpose of determining the phthalate content in a solid substance.

12 **3.3 Clear and Reasonable Warning.** As of the Effective Date, a clear and reasonable
13 exposure warning as set forth in this §§ 3.3 and 3.4 must be provided by Dani Accessories for all
14 Covered Products that it manufactures, imports, distributes, sells, or offers for sale in California
15 that are not Reformulated Products. There shall be no obligation for Defendants to provide a
16 warning for Covered Products shipped by Dani Accessories prior to the Effective Date for sale in
17 California. The warning shall consist of either the **Warning** or **Alternative Warning** described in
18 §§ 3.3(a) or (b), respectively:

19 **3.4 Warning Language:**

20 **3.4.1 Warning.** The "Warning" shall consist of the statement:

21 **⚠ WARNING:** This product can expose you to chemicals
22 including di(2-ethylhexyl) phthalate (DEHP), which is known to
23 the State of California to cause cancer and birth-defects or other
24 reproductive harm. For more information go to
www.P65Warnings.ca.gov.

25 **3.4.2 Alternative Warning:** Dani Accessories may, but is not required to, use the
26 alternative short-form warning as set forth in this § 3.3(b) ("**Alternative Warning**") as
27 follows:
28

1 **⚠ WARNING:** Cancer and Reproductive Harm -
2 www.P65Warnings.ca.gov.¹

3 3.5 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word
4 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
5 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
6 triangle with a black outline, except that if the sign or label for the Covered Product does not use
7 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
8 than the height of the word “**WARNING:**”. The warning shall be affixed to or printed on the
9 Covered Product’s packaging or labeling and displayed with such conspicuousness, as compared
10 with other words, statements, or designs as to render it likely to be read and understood by an
11 ordinary individual under customary conditions of purchase or use.

12 3.6 If Defendants sell Covered Products via an internet website to customers located in
13 California, the warning requirements of this section shall be satisfied if the foregoing warning
14 appears either: (a) on the same web page on which a Covered Product is displayed and/or described;
15 (b) on the same page as the price for the Covered Product; or (c) on one or more web pages
16 displayed to a purchaser prior to purchase during the checkout process. Alternatively, a symbol
17 consisting of a black exclamation point in a yellow or white equilateral triangle may appear adjacent
18 to or immediately following the display, description, price, or checkout listing of the Covered
19 Product, if the warning statement appears elsewhere on the same web page in a manner that clearly
20 associates it with the product(s) to which the warning applies. Dani Accessories shall provide
21 written notice to Macy’s of each Covered Product for which an internet warning is required under
22 this Consent Judgment, and Macy’s shall not be in violation of this Consent Judgment for failure

23 ¹ To the extent Defendants determine that the Covered Products for which a warning
24 statement is required under § 3.3 above do not contain DEHP in concentrations in excess of 1,000
25 ppm, if it chooses not to use an **Alternative Warning**, it shall substitute the name of at least one
26 of the Listed Phthalates present in concentrations greater than 1,000 ppm in the Covered Products
27 for DEHP in the **Warning** shown in § 3.3(a) above. In this event, if Defendants have determined
28 that the concentration of DINP in the Covered Product is 1,000 ppm or less, it shall delete the
 term “cancer and” from the warning statement shown in either §§ 3.3(a) or 3.3(b) above.
 Alternatively, if the only Listed Phthalate present in concentrations greater than 1,000 ppm in the
 Covered Product is determined by Defendants to be DINP, then in addition to identifying it
 instead of DEHP, Defendants shall delete the reference to reproductive harm effects in using
 either of the warning statements shown in §§ 3.3(a) and 3.3(b) above.

1 to provide an internet warning for any Covered Product that is not identified by Dani Accessories
2 or by Plaintiff pursuant to the provisions of Section 6.2 below.

3 **3.7 Compliance with Warning Regulations.** Defendants shall be deemed to be in
4 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
5 Judgment or by complying with warning requirements adopted by the State of California's Office
6 of Environmental Health Hazard Assessment ("OEHHA") after the Effective Date.

7 **4. MONETARY TERMS**

8 **4.1 Civil Penalty.** Defendants shall pay \$2,000.00 as a Civil Penalty pursuant to Health
9 and Safety Code section 25249.7(b), to be apportioned in accordance with California Health &
10 Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the
11 Civil Penalty remitted to Plaintiffs, as provided by California Health & Safety Code § 25249.12(d).

12 **4.1.1** Within ten (10) days of the Effective Date, Defendants shall issue two
13 separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and
14 to (b) "Brodsky & Smith, LLC in Trust for Bell and Ferreiro" in the amount of \$500.00. Payment
15 owed to Plaintiffs pursuant to this Section shall be delivered to the following payment address:

16 Evan J. Smith, Esquire
17 Brodsky & Smith, LLC
18 Two Bala Plaza, Suite 510
19 Bala Cynwyd, PA 19004

20 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
21 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

22 For United States Postal Service Delivery:

23 Mike Gyurics
24 Fiscal Operations Branch Chief
25 Office of Environmental Health Hazard Assessment
26 P.O. Box 4010
27 Sacramento, CA 95812-4010

28 For Non-United States Postal Service Delivery:

 Mike Gyurics
 Fiscal Operations Branch Chief
 Office of Environmental Health Hazard Assessment
 1001 I Street

1 Sacramento, CA 95814

2 4.1.1 A copy of the check payable to OEHHA shall be mailed to Brodsky & Smith,
3 LLC at the address set forth above as proof of payment to OEHHA.

4 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Defendants shall pay
5 \$23,000.00 to Brodsky & Smith, LLC ("Brodsky Smith") as complete reimbursement for Plaintiffs'
6 attorneys' fees and costs incurred as a result of investigating, bringing this matter to Defendants'
7 attention, litigating and negotiating and obtaining judicial approval of a settlement in the public
8 interest, pursuant to Code of Civil Procedure § 1021.5.

9 **5. RELEASE OF ALL CLAIMS**

10 5.1 This Consent Judgment is a full, final, and binding resolution between Plaintiffs
11 acting on their own behalf, and on behalf of the public interest, and Macy's and Dani Accessories,
12 and their respective parents, shareholders, members, directors, officers, managers, employees,
13 representatives, agents, attorneys, divisions, subdivisions, subsidiaries, partners, sister companies,
14 and affiliates, including but not limited to Bloomingdale's, Inc., Macy's, Inc., Macy's Corporate
15 Services, Inc., Macy's Retail Holdings, Inc., and their predecessors, successors and assigns
16 ("Defendant Releasees"), and all entities from whom they obtain and to whom they directly or
17 indirectly distribute or sell Covered Products, including but not limited to manufacturers, suppliers,
18 distributors, wholesalers, customers, licensors, licensees retailers, franchisees, and cooperative
19 members ("Downstream Releasees"), of all claims for violations of Proposition 65 that were or
20 could have been brought based on exposure to DEHP from Covered Products as set forth in the
21 Notices, with respect to any Covered Products manufactured, distributed, or sold by Defendants
22 prior to the Effective Date². As of the Effective Date, compliance with the terms of this Consent
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24
25 ² Without prejudice to the rights public prosecutors authorized to represent the People
26 pursuant to Health & Safety Code § 25249.7(c) may otherwise have, this Consent Judgment shall
27 have preclusive effect such that no other potential plaintiff, whether purporting to act in his, her,
28 or its interests or the public interest, shall be permitted to pursue and/or take any action against
Defendants, Defendant Releasees, and/or the Downstream Releasees with respect to any violation
of Proposition 65 that was alleged in the Complaint or that otherwise could have been brought
pursuant to the allegations set forth in the Notices.

1 Judgment shall be deemed to constitute compliance with Proposition 65 with regard to Listed
2 Phthalates in the Covered Products.

3 5.2 In addition to the foregoing, Plaintiffs, on behalf of themselves, their past and
4 current agents, representatives, attorneys, and successors and/or assignees, and *not* in their
5 representative capacity, hereby waive all rights to institute or participate in, directly or indirectly,
6 any form of legal action and releases Defendants, Defendant Releasees, and Downstream Releasees
7 from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations,
8 debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
9 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
10 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
11 from exposure to Listed Phthalates in Covered Products manufactured, distributed, or sold by
12 Defendants, Defendant Releasees or Downstream Releasees. With respect to the foregoing waivers
13 and releases in this paragraph, Plaintiffs hereby specifically waive any and all rights and benefits
14 which they now have, or in the future may have, conferred by virtue of the provisions of § 1542 of
15 the California Civil Code, which provides as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

20 5.3 Defendants waive any and all claims against Plaintiffs, their attorneys and other
21 representatives, for any and all actions taken or statements made (or those that could have been
22 taken or made) by Plaintiffs and their attorneys and other representatives, whether in the course of
23 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
24 and/or with respect to Covered Products.

25 6. ENFORCEMENT

26 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
27 hereto. A Party may enforce any of the terms and conditions of this Consent Judgment only after
28 that Party first provides sixty (60) days' notice to the Party allegedly failing to comply with the

1 terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to
2 comply in an open and good faith manner. The provisions of sections 6.2 through 6.3 shall be the
3 exclusive means of enforcing alleged violations of Section 3 of this Consent Judgment.

4 **6.2 Notice of Violation.** Prior to bringing any proceeding to enforce the terms of this
5 Consent Judgment, Plaintiffs shall provide a written notice of violation ("NOV") to Defendants
6 that includes information sufficient for them to be able to understand and correct the violation,
7 including but not limited to: (a) the name of the product, (b) specific dates when the product was
8 sold in California, (c) the store, website, or other place at which the product was available for sale
9 to consumers, and (d) any other evidence or other support for the allegations in the notice, including
10 all test data obtained by Plaintiffs regarding the Covered Product. An NOV relating to a Covered
11 Product not sold at retail by Macy's need not be served on Macy's, and Macy's is not required to
12 serve a Notice of Election in response to any such NOV.

13 **6.3 Notice of Election Response.** Within 30 days of receiving an NOV, Defendants
14 shall serve a Notice of Election ("NOE") either contesting or not contesting the NOV.

15 **6.3.1 Non-Contested NOV.** Plaintiffs shall take no further action regarding the
16 alleged violation against a Defendant that serves a NOE that elects not to contest the NOV
17 and meets one of the following conditions:

18 (a) The Covered Product was shipped by Dani Accessories for sale in
19 California before the Effective Date, or

20 (b) Since receiving the NOV the Defendant has taken corrective action
21 by either (i) taking all steps necessary to bring the sale of the product into
22 compliance under the terms of this Consent Judgment, or (ii) requesting that its
23 customers in California remove the Covered Products identified in the NOV from
24 sale in California and destroy or return the Covered Products to Dani Accessories,
25 or (iii) refute the information provided in § 6.2.

26 **6.3.2 Contested NOV.** If a Defendant serves a NOE electing to contest the NOV,
27 the provisions of this § 6.3.2 shall apply.
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(a) The Defendant may request that the sample(s) of Covered Products tested by Plaintiffs be subject to confirmatory testing at an EPA or California-accredited laboratory.

(b) If the confirmatory testing establishes that the Covered Products do not contain Listed Phthalates in excess of the levels allowed in Section 3.2, above, Plaintiffs shall take no further action regarding the alleged violation. If the testing does not establish compliance with Section 3.2, above, the Defendant may withdraw its NOE to contest the violation and may serve a new NOE pursuant to § 6.3.1.

(c) If the Defendant does not withdraw an NOE to contest the NOV or take action under § 6.3.1, above, the Parties shall meet and confer for a period of no less than 30 days before Plaintiffs may take action seeking to enforce the terms of this Consent Judgment.

6.4 In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

7. INTEGRATION

7.1 This Consent Judgment contains the sole and entire agreement of the Parties and any and all prior negotiations and understandings related hereto shall be deemed to have been merged within it. No representations or terms of agreement other than those contained herein exist or have been made by any Party with respect to the other Party or the subject matter hereof.

8. GOVERNING LAW

8.1 The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then Defendants shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, Covered Products are so affected.

1 **9. NOTICES**

2 9.1 Unless specified herein, all correspondence and notices required to be provided
3 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
4 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
5 by the other party at the following addresses:

6 For Macy's:

7 Wendy Schmidt
8 GVP, Associate General Counsel
9 Macy's, Inc.
10 680 Folsom Street
11 San Francisco, CA 94107

12 With a copy to:

13 Jeffrey Margulies
14 Norton Rose Fulbright US LLP
15 555 South Flower Street, Forty-First Floor
16 Los Angeles, CA 90071

17 For Dani Accessories:

18 Dan Montefusco
19 Dani Accessories Inc.
20 NYC Vinyl Screenprinting Inc.
21 44-36 21st Street
22 Long Island City, NY 11101

23 With a copy to:

24 Patricia Howlett
25 22 Evelyn Rd
26 West Islip, NY 11795

27 And

28 For Plaintiffs:

 Evan Smith
 Brodsky & Smith, LLC
 9595 Wilshire Blvd., Ste. 900
 Beverly Hills, CA 90212

Any party, from time to time, may specify in writing to the other party a change of address to
which all notices and other communications shall be sent.

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10. **COUNTERPARTS; FACSIMILE SIGNATURES**

10.1 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

11. **COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL**

11.1 Plaintiffs agree to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendants agree they shall support approval of such Motion.

11.2 This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

11.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on its normal course on the trial court's calendar.

12. **MODIFICATION**

12.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

13. **ATTORNEY'S FEES**

13.1 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

13.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

14. RETENTION OF JURISDICTION

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

15. AUTHORIZATION

15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

Date: 10/22/19
By: Anthony Ferreira
ANTHONY FERREIRO

AGREED TO:

Date: 10/22/19
By: [Signature]

AGREED TO:

Date: _____
By: _____
BLOOMINGDALE'S, INC.

AGREED TO:

Date: 10/30/2019
By: [Signature]
DANI ACCESSORIES, INC.

AGREED TO:

Date: _____
By: _____
MACY'S CORPORATE SERVICES, INC.

AGREED TO:

Date: _____
By: _____
MACY'S, INC.

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AGREED TO:

AGREED TO:

Date

Date

By

By

ANTHONY FERREIRO

EMA BELL

AGREED TO:

AGREED TO:

Date

Date

9-3-19

By

By

MACYS INCORPORATED, INC.

DANI ACCESSORIES, INC

AGREED TO:

AGREED TO:

Date

Date

By

By

MACY'S CORPORATE SERVICES, INC

MACY'S, INC.

1
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9 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
10 explicitly provided herein each Party is to bear its own fees and costs.

11 **AGREED TO:**

AGREED TO:

12 Date: _____

Date: _____

13 By: _____
14 ANTHONY FERREIRO

By: _____
EMA BELL

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17 **AGREED TO:**

AGREED TO:

18 Date: _____

Date: _____

19 By: _____
20 BLOOMINGDALE'S, INC

By: _____
DANI ACCESSORIES, INC

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22 **AGREED TO:**

AGREED TO:

23 Date: 9/10/19

Date: 9/10/19

24 By: [Signature]
25 MACY'S CORPORATE SERVICES, INC.

By: [Signature]
MACY'S, INC

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AGREED TO:

Date: 9/12/19

By: [Signature]

MACY'S RETAIL HOLDINGS, INC.

1 IT IS SO ORDERED, ADJUDGED AND DECREED:
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3 Dated: 8/10/20
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Judge of Superior Court

BLOOMINGDALE'S

DPI	VNO	MSI	PHI	PIU NM	UPP	WEBID	PRODUCT TYPE
309	923	615	615	LITTLE BROWN BAG	631839006156	108037	Handbags
309	923	6200	620	ZIP TOP MEDIUM BROWN	631839016200	637493	Handbags
309	923	625	625	MFG BROWN BAG	631839006755	17033	Handbags
309	923	37160	3715	STORE FRONT	631839037150	582826	Handbags
309	923	47150	4715	CLEAR LITTLE BAG	631839047159	1123617	Handbags
309	923	3315	3315	PINK /WHITE BAG	631839033157	1131246	Handbags
309	923	3	608	LITTLE BROWN COSMETI	631839006088	120673	Cosmetic & Toiletry Bags
309	923	37080	3708	STOREFRONT CASE	631839037087	1131407	Wallets & Small Goods
309	923	66500	665	LITTLE BROWN CASE	631839006651	338749	Cosmetic & Toiletry Bags
309	923	2815	2815	FLORAL HAWAII BAG	631839078159		Handbags
309	923	9215	9215	LT WILD BROWN BAG	631839092159	3449766	Handbags
309	923	8015	8015	B-CANCER #15	631839080156	3521250	Handbags
309	923	45080	4508	ELEVATOR CASE	631839045087	1123411	Wallets & Small Goods
309	923	45150	4515	ELEVATOR TOTE	631839045155	1123405	Handbags
309	923	47315	47315	NYC TOTE YELLOW	631839047315	2818431	Handbags
309	923	3725	3725	MEDIUM STORE FRONT	631839037259	1238541	Handbags
309	923	9315	9315	LITTLE WILD BAG -GRE	631839093156	3449767	Handbags
309	923	4980	498	MEDIUM CANVAS BAG	631839004983	1282460	Handbags
309	923	7015	7015	NEW MACYS STAR	631839070157	3388005	Handbags
309	923	5208	5208	LITTLE TRAVEL CASE C	631839052084	2467169	Cosmetic & Toiletry Bags
309	923	65500	655	LBB-KEY FOB	631839006557	1510977	Wallets & Small Goods
309	923	2808	2808	HAWAII FLORAL	631839078080		Handbags
309	923	12815	12815	LT PINK HAWAII FLORA	631839128156		Handbags
309	923	5215	5215	LBB FLORAL CLEAR	631839052153	2967967	Handbags
309	923	5802	5802	JASPER BAG	631839058025		Handbags
309	923	1815	1815	HAWAII LBB	631839018159		Handbags
309	923	2825	2825	MED HAWAII FLORAL	631839028257		Handbags
309	923	9515	9515	LION KING	631839075156	1138849	Handbags
309	923	5235	5235	C-W FLORAL BEACH	631839052351	2067966	Handbags
309	923	12808	12808	OB HAWAII PINK FLORA	631839128087		Cosmetic & Toiletry Bags
309	923	6670	667	PASSPORT CASE	631839006675	1135067	Wallets & Small Goods
309	923	5210	5210	MED TRAVEL CASE CLEA	631839052108	2467263	Cosmetic & Toiletry Bags
309	923	20192	20192	LOVE BAG	631839201926	1221194	Handbags
309	923	5801	5801	PINAPPLE HAWAII BAG	631839058012		Handbags
309	923	12825	12825	NY PINK HAWAII FLORA	631839128254		Handbags
309	923	43415	43415	SF TOTE YELLOW	631839434157	2818433	Handbags
309	923	2001	2001	ORLANDO ORANGE TOTE	631839120015		Handbags
309	923	20193	20193	FUSHIA MIX MASTER	631839201933	3221251	Handbags
309	923	25235	25235	MED FLORAL HAWAII	631839252355		Handbags
309	923	20194	20194	BLUE MIX MASTER	631839201940	3221251	Handbags
309	923	2201	2201	SFX ORANGE	631839072019		Handbags
309	923	51500	515	SOHO TOTE	631839005159		Handbags
309	923	30150	3015	LITTLE PINK BAG	631839030151	243505	Handbags
309	923	15215	15215	FLORAL S. MONICA	631839152150		Handbags
309	923	15235	15235	MED FLORAL S MONICA	631839152358		Handbags
309	923	40415	40415	CHI TOTE BLUE	631839404156	2818437	Handbags
309	923	23615	23615	ORANGE NEON TOTE	631839236157		Handbags
309	923	48150	4815	LITTLE RAM	631839048150	1230581	Cosmetic & Toiletry Bags
309	923	998	00998	SUPER MARIO TOTE	631839009984	2907199	Handbags
309	923	4011	4011	WINE TOTE	631839040112	3560703	Handbags
309	923	5806	5806	HAWAII-BIG BAG	631839058063		Handbags
309	923	9415	9415	SILVER SPARKLY BAG	631839094153	3172635	Handbags
309	923	41115	41115	HAWAII TOTE ORANGE	631839411158	2818435	Handbags
309	923	9901	99015	WESTIE-NYC	631839990158		Handbags
309	923	20701	20701	LUNAR NEW YEAR	631839707015	3520971	Handbags
309	923	5804	5804	HAWAII POUCH	631839058048		Cosmetic & Toiletry Bags
309	923	5805	5805	HAWAII TOTE	631839058056		Handbags
309	923	4525	4525	MED ELEVATOR TOTE	631839045254		Handbags
309	923	1215	1215	HEART OF NY-BLK	631839012157	2818434	Handbags
309	923	1315	1315	LITTLE GLM BAG	631839013154	2989812	Handbags
309	923	20191	20191	LUNAR NEW YEAR	631839701915	3273477	Handbags
309	923	8415	8415	GILU SPARKLY BAG	631839084154	3172635	Handbags
309	923	19309	EGG 19-309923	MONY EGG MAR 2019	492019305964		Handbags

MACY'S

Vendor	PIO No.	PID	Ministyle No.	PID Color Picture	First Rcpt
920 - DANI ACCESSORIES	04360	ALOHA TOTE	4360		3/16/2019
920 - DANI ACCESSORIES	17708	STAR BLK / GOLD NY	17708		2/11/2017
920 - DANI ACCESSORIES	21525	MF CANVAS CASE	21525		2/18/2017
920 - DANI ACCESSORIES	7762	NEW SKYLINE TOTE	7762		2/18/2017
920 - DANI ACCESSORIES	21518	MF #08 GREEN	21518		10/21/2017
920 - DANI ACCESSORIES	96727	DOG LADY 27 WHITE	96727		2/11/2017
920 - DANI ACCESSORIES	04315	M STAR HAWAII	4315		9/15/2018
920 - DANI ACCESSORIES	99462	EMPIRE TOTE	99462		2/25/2017
920 - DANI ACCESSORIES	21527	WALNUT TOTE	21527		12/8/2018
920 - DANI ACCESSORIES	42806	STACKED SF 15	42806		2/25/2017
920 - DANI ACCESSORIES	21515	CANVAS MF	21515		2/18/2017
920 - DANI ACCESSORIES	7708	NEW SKYLINE CASE	7708		2/18/2017
920 - DANI ACCESSORIES	88162	CITY BLOCKS 62	8816		2/17/2018
920 - DANI ACCESSORIES	00001	A & S	3		8/5/2017
920 - DANI ACCESSORIES	60260	CITY GLITTER -RED Z1	60260		2/11/2017
920 - DANI ACCESSORIES	65208	CITY GLITTER -PINK C	65208		2/11/2017
920 - DANI ACCESSORIES	01706	BLACK / GOLD 06	1706		2/11/2017
920 - DANI ACCESSORIES	00006	MARSHALL FIELDS	15		8/5/2017
920 - DANI ACCESSORIES	11101	NECK BAG GOLD	11101		7/28/2018
920 - DANI ACCESSORIES	99622	WESTIE MINI	99622		2/25/2017
920 - DANI ACCESSORIES	7715	SKYLINE #15	7715		2/18/2017
920 - DANI ACCESSORIES	60933	RED / WHITE DOT BAG	60933		2/18/2017
920 - DANI ACCESSORIES	00004	FILENES	12		8/5/2017
920 - DANI ACCESSORIES	7703	BLACK / GOLD	7703		2/11/2017
920 - DANI ACCESSORIES	60008	STAR 08 NYC RED	60008		2/11/2017
920 - DANI ACCESSORIES	60016	STAR 15 ALL DOORS RE	60016		2/11/2017
920 - DANI ACCESSORIES	77715	BLACK / GOLD	80001		2/11/2017
920 - DANI ACCESSORIES	11301	NECK BAG PINK	11301		7/28/2018
920 - DANI ACCESSORIES	96762	DOG LADY 62 WHITE	96762		2/11/2017
920 - DANI ACCESSORIES	99662	WESTIE TOTE	99662		2/25/2017
920 - DANI ACCESSORIES	762	LG TRAVEL CASE BLK/C	762		9/15/2018
920 - DANI ACCESSORIES	60215	CITY GLITTER -RED TO	60215		2/11/2017
920 - DANI ACCESSORIES	99007	BICHON	9		5/6/2017
920 - DANI ACCESSORIES	07915	RED MACY'S STAR/GOLD	7915		10/14/2017
920 - DANI ACCESSORIES	01009	STAR 08 ALL DOORS BL	1009		2/11/2017
920 - DANI ACCESSORIES	66708	DOG LADY 08 RED	66708		2/11/2017
920 - DANI ACCESSORIES	01933	BLACK /PINK DOT BAG	1933		2/16/2019
920 - DANI ACCESSORIES	0003	BROADWAY	11		8/5/2017
920 - DANI ACCESSORIES	99004	BIG TAXI	99004		2/25/2017
920 - DANI ACCESSORIES	00703	RED BLACK COIN CASE	703		11/24/2018
920 - DANI ACCESSORIES	3160	GCT-SKY	3160		3/10/2018
920 - DANI ACCESSORIES	77515	BLACK/GOLD NYC	80004		7/28/2018
920 - DANI ACCESSORIES	21526	WALNUT CASE	21526		12/8/2018
920 - DANI ACCESSORIES	05060	BLACK GRAFFITI SILVE	5060		10/14/2017
920 - DANI ACCESSORIES	5115	VINYL FLOWER SHOW TO	5115		3/17/2018
920 - DANI ACCESSORIES	00012	MEIER & FRANK	21		8/5/2017
920 - DANI ACCESSORIES	21510	CHICAGO # 15	21510		2/18/2017
920 - DANI ACCESSORIES	53206	BLACK GOLD GLITTER	53206		6/9/2018
920 - DANI ACCESSORIES	60015	STAR 15 NYC RED	60015		2/11/2017
920 - DANI ACCESSORIES	01016	STAR 15 ALL DOORS BL	1016		2/11/2017
920 - DANI ACCESSORIES	98002	CABLE CAR	98002		2/25/2017
920 - DANI ACCESSORIES	99063	PUG TOTE ON 62	99063		2/25/2017
920 - DANI ACCESSORIES	96012	BOSTON / CLOCK #08	9606		2/18/2017
920 - DANI ACCESSORIES	99108	BOSTON / SOL	99108		2/25/2017
920 - DANI ACCESSORIES	99115	SCHNAUZER-NYC	99115		2/25/2017
920 - DANI ACCESSORIES	8115	FLAG TOTE	8115		6/16/2018

Vendor	PID No.	PID	Markstyle No.	PID Color Picture	First Recl
920 - DANI ACCESSORIES	04360	ALOHA TOTE	4360		3/16/2019
920 - DANI ACCESSORIES	17708	STAR BLK / GOLD NY	17708		2/11/2017
920 - DANI ACCESSORIES	21525	MF CANVAS CASE	21525		2/18/2017
920 - DANI ACCESSORIES	7762	NEW SKYLINE TOTE	7762		2/18/2017
920 - DANI ACCESSORIES	66762	DOG LADY 62 RED	66762		2/11/2017
920 - DANI ACCESSORIES	01015	STAR 15 NYC BLK	1015		2/11/2017
920 - DANI ACCESSORIES	00009	HECHTS	18		8/5/2017
920 - DANI ACCESSORIES	04308	M STAR HAWAII	4308		9/15/2018
920 - DANI ACCESSORIES	99011	SPIKE	5		5/6/2017
920 - DANI ACCESSORIES	99762	FRENCHIE TOTE	99762		2/10/2018
920 - DANI ACCESSORIES	7527	SANTA BAG	7527		12/1/2018
920 - DANI ACCESSORIES	73004	PINK PIG BAG	80003		10/7/2017
920 - DANI ACCESSORIES	0010	RICH5	19		9/15/2018
920 - DANI ACCESSORIES	99012	BEAGLE CASE	6		9/8/2018
920 - DANI ACCESSORIES	00011	LAZARUS	20		8/5/2017
920 - DANI ACCESSORIES	99562	DOG ON METER	99562		2/16/2019
920 - DANI ACCESSORIES	5198	CANVAS FLOWER SHOW B	5198		3/17/2018
920 - DANI ACCESSORIES	01904	GLITTER ON PRIDE	1904		6/9/2018
920 - DANI ACCESSORIES	3250	NYLON TOTE	3250		3/16/2019
920 - DANI ACCESSORIES	0014	GOLDSMITH	22		8/5/2017
920 - DANI ACCESSORIES	05008	BLACK GRAFFITI SILVE	5008		10/14/2017
920 - DANI ACCESSORIES	77708	BLACK / GOLD	80000		2/11/2017
920 - DANI ACCESSORIES	01008	STAR 08 NYC BLK	1008		2/11/2017
920 - DANI ACCESSORIES	01314	SANTA TOTE	1314		10/14/2017
920 - DANI ACCESSORIES	20098	WLS CANVAS	20098		2/18/2017
920 - DANI ACCESSORIES	16727	DOG LADY 27 BLK	16727		2/11/2017
920 - DANI ACCESSORIES	21511	MARSHALL FIELD # 15	21511		2/18/2017
920 - DANI ACCESSORIES	0005	BON MARCHE	14		8/5/2017
920 - DANI ACCESSORIES	60208	CITY GLITTER -RED CA	60208		2/11/2017
920 - DANI ACCESSORIES	01721	BLACK / GOLD 21	1721		2/11/2017
920 - DANI ACCESSORIES	11201	NECK BAG SILVER	11201		7/28/2018
920 - DANI ACCESSORIES	07908	RED MACY'S STAR/GOLD	7908		10/14/2017
920 - DANI ACCESSORIES	99162	BOSTON / SOL	99162		2/25/2017
920 - DANI ACCESSORIES	21524	CHI TOWN #04	21524		2/18/2017
920 - DANI ACCESSORIES	88109	CITI GLITTER #08	88109		2/11/2017
920 - DANI ACCESSORIES	8108	FLAG CASE	8108		6/16/2018
920 - DANI ACCESSORIES	01317	SANTA ZIP TOP TOTE	1317		10/14/2017
920 - DANI ACCESSORIES	0013	KAUFMANN	13		8/5/2017
920 - DANI ACCESSORIES	21522	CHI TOWN #15	21522		12/22/2018
920 - DANI ACCESSORIES	65215	CITY GLITTER -PINK T	65215		2/11/2017
920 - DANI ACCESSORIES	18115	COOL EASY CHIC	18115		7/20/2019
920 - DANI ACCESSORIES	99010	WESTIE SOL	7		2/25/2017
920 - DANI ACCESSORIES	88115	CITY BLOCKS 15	8811		12/16/2017
920 - DANI ACCESSORIES	88108	CITY BLOCKS 08	8810		2/11/2017
920 - DANI ACCESSORIES	21521	CHI TOWN #35	21521		12/22/2018
920 - DANI ACCESSORIES	96013	CLOCK #08	9605		2/18/2017
920 - DANI ACCESSORIES	99005	LAB IN TAXI	4		2/25/2017
920 - DANI ACCESSORIES	1762	LG TRAVEL CASE BLK/G	1762		9/15/2018
920 - DANI ACCESSORIES	73003	CANVAS PINK PIG	80002		10/7/2017
920 - DANI ACCESSORIES	0007	STRENS	16		8/5/2017
920 - DANI ACCESSORIES	60009	STAR 08 ALL DOORS RE	60009		2/11/2017
920 - DANI ACCESSORIES	98004	LAB	98004		2/25/2017
920 - DANI ACCESSORIES	01763	BLACK / GOLD 63	1763		2/11/2017
920 - DANI ACCESSORIES	53207	RED SILVER GLITTER	53207		6/9/2018
920 - DANI ACCESSORIES	21514	MARSHALL FIELD #35	21514		10/21/2017

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920 - DANI ACCESSORIES	04360	ALOHA TOTE	4360		3/16/2019
920 - DANI ACCESSORIES	17708	STAR BLK / GOLD NY	17708		2/11/2017
920 - DANI ACCESSORIES	21525	MF CANVAS CASE	21525		2/18/2017
920 - DANI ACCESSORIES	7762	NEW SKYLINE TOTE	7762		2/18/2017
920 - DANI ACCESSORIES	04310	ALOHA LG CASE	4310		3/16/2019
920 - DANI ACCESSORIES	21523	CHI TOWN #08	21523		2/18/2017
920 - DANI ACCESSORIES	2108	MAP CASE CLEAR	2108		3/10/2018
920 - DANI ACCESSORIES	1710	LG TRAVEL CASE BLK/G	1710		9/15/2018
920 - DANI ACCESSORIES	65260	CITY GLITTER - PINK 2	65260		2/11/2017
920 - DANI ACCESSORIES	7055	MACYS KEY FOB	7055		3/16/2019
920 - DANI ACCESSORIES	20015	WLS TOTE	20015		2/18/2017
920 - DANI ACCESSORIES	00015	STERNS	23		8/5/2017
920 - DANI ACCESSORIES	99022	SPIKE #22	9902		2/25/2017
920 - DANI ACCESSORIES	99015	WESTIE-NYC	99015		2/25/2017
920 - DANI ACCESSORIES	710	LG TRAVEL CASE BLK/C	710		9/15/2018
920 - DANI ACCESSORIES	99308	PUG	99308		2/25/2017
920 - DANI ACCESSORIES	703	BLACK/GOLD CASE	7030		11/25/2017
920 - DANI ACCESSORIES	1160	METRO CARD TOTE	1160		3/10/2018
920 - DANI ACCESSORIES	18015	PINK STAR	18015		7/20/2019
920 - DANI ACCESSORIES	16762	DOG LADY 62 BLK	16762		2/11/2017
920 - DANI ACCESSORIES	16708	DOG LADY 08 BLK	16708		2/11/2017
920 - DANI ACCESSORIES	21509	CHICAGO # 62	21509		2/18/2017
920 - DANI ACCESSORIES	96708	DOG LADY 08 WHITE	96708		2/11/2017
920 - DANI ACCESSORIES	01902	BLACK ON PRIDE	1902		6/9/2018
920 - DANI ACCESSORIES	96015	CHICAGO LAB	96015		3/3/2018
920 - DANI ACCESSORIES	96001	CLOCK	96001		2/18/2017
920 - DANI ACCESSORIES	01303	SANTA COIN PURSE	1303		10/14/2017
920 - DANI ACCESSORIES	99122	BOSTON MINI	2		5/6/2017
920 - DANI ACCESSORIES	1102	I NEED SPACE	1102		3/16/2019
920 - DANI ACCESSORIES	66727	DOG LADY 27 RED	66727		2/11/2017