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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, ) Case No. RG09459448  
 )  
Plaintiff, ) **CONSENT JUDGMENT**  
 ) **[PROPOSED]**  
v. )  
 )  
LULU NYC LLC, et al., )  
 )  
Defendants. )  
 )  
 )  
 )  
 )  
 )

**1. INTRODUCTION.**

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

1.2 The parties to this Consent Judgment (“Parties”) are CEH and the entities executing this Consent Judgment that are also listed on Exhibit A (the “Settling Defendants”).

1           1.3     Each Settling Defendant manufactures, distributes or offers wallets, handbags,  
2 purses, clutches and totes for sale in the State of California or has done so in the past.

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

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

19     **2.     DEFINITIONS**

20           2.1     “Covered Products” means wallets, handbags, purses, clutches, and totes.

21           2.2     “Effective Date” is the date on which this Consent Judgment is entered by the  
22 Court.

23           2.3     “Lead Limits” means the maximum concentrations of Lead by weight specified in  
24 Section 3.2.

25           2.4     “Manufactured” and “Manufactures” means to manufacture, produce, or assemble.

26           2.5     “Paints and Surface Coatings” means a fluid, semi-fluid, or other material, with or  
27 without a suspension of finely divided coloring matter, which changes to a solid film when a thin  
28 layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term

1 does not include printing inks or those materials which actually become a part of the substrate,  
2 such as the pigment in a plastic article, or those materials which are actually bonded to the  
3 substrate, such as by electroplating or ceramic glazing.

4 **3. INJUNCTIVE RELIEF**

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

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

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

14 3.2.2 **Polyvinyl Chloride:** No Covered Product may include any polyvinyl  
15 chloride (PVC)) that contains more than 200 ppm Lead by weight.

16 3.2.3 **Leather:** No Covered Product may include any leather component or be  
17 made of any leather material that contains more than 600 ppm Lead by weight. Commencing  
18 September 1, 2011, the Lead limit for any leather component or material in a Covered Product  
19 shall be 300 ppm Lead by weight.

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

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

25 3.3 **Certification of Compliance From Manufacturers.** As of September 1, 2010, at  
26 least once per year each Settling Defendant shall obtain written certification with corresponding  
27 test results from the Manufacturer of each of the Products certifying that: (a) no lead chromate or  
28 other lead based coloring agent was used in the Manufacture of the Covered Products; and (b)

1 that Lead was not intentionally added to any polyvinyl chloride used in the Manufacture of the  
2 Covered Products. These certifications shall be made available to CEH for inspection and  
3 copying upon request by CEH. One Certification under this Section may be relied upon by other  
4 Settling Defendants that sell the same Product.

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

15       **3.5 Testing by CEH.** CEH intends to conduct periodic testing of Products to ensure  
16 compliance with the Lead Limits.

17 **4. ENFORCEMENT**

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

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

26               **4.2.1 Service of Notice.** The Notice of Violation shall be served on the Settling  
27 Defendant that offered the Covered Product(s) in question for retail sale in California. The Notice  
28 of Violation shall be sent to the person(s) identified in Exhibit A to receive notices for such

1 Settling Defendant(s), and must be served within 90 days of the date the alleged violation(s) was  
2 or were observed.

3           **4.2.2 Supporting Documentation.** The Notice of Violation shall, at a minimum,  
4 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the  
5 location at which the Covered Product was offered for sale, (c) a description of the Covered  
6 Product giving rise to the alleged violation, including a picture of the Covered Product and any  
7 accompanying tags and labels, and (d) all test data obtained by CEH regarding the Covered  
8 Product and related supporting documentation, including all laboratory reports, quality assurance  
9 reports and quality control reports associated with testing of the Covered Products. Such Notice  
10 of Violation shall be based at least in part upon total acid digest testing performed by an  
11 independent accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by  
12 themselves sufficient to support a Notice of Violation, although any such testing may be used as  
13 additional support for a Notice. The Parties agree that the sample lab reports attached hereto as  
14 Exhibit C are sufficient in form to satisfy the requirements of subsections (c) and (d) of this  
15 Section 4.3.2.

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

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

27           **4.3.1 Contested Notices.** If the Notice of Violation is contested, the Notice of  
28 Election shall include all then-available documentary evidence regarding the alleged violation,

1 including any test data. Within 30 days the parties shall meet and confer to attempt to resolve  
2 their dispute. Should such attempts at meeting and conferring fail, CEH may file an enforcement  
3 motion or application pursuant to Section 4.1. If the Settling Defendant withdraws its Notice of  
4 Election to contest the Notice of Violation before any motion concerning the violations alleged in  
5 the Notice of Violation is filed pursuant to Section 4.1, the Settling Defendant shall make a  
6 contribution to the Handbag Testing Fund in the amount of \$12,500. If, at any time prior to  
7 reaching an agreement or obtaining a decision from the Court, CEH or the Settling Defendant  
8 acquires additional test or other data regarding the alleged violation, it shall promptly provide all  
9 such data or information to the other Party.

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

21           **4.3.3 Limitations in Non-Contested Matters.**

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

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

1     **5.     PAYMENTS**

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

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

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

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

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

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

6 **6. MODIFICATION**

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

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

13 **7. CLAIMS COVERED AND RELEASED**

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

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

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

4     **8.     NOTICE**

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

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

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

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

18     **9.     COURT APPROVAL**

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

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

25     **10.    ATTORNEYS' FEES**

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

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

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

5   **11.   OTHER TERMS**

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

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

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

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

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

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1           11.6 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
2 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
3 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

13 **IT IS SO STIPULATED:**

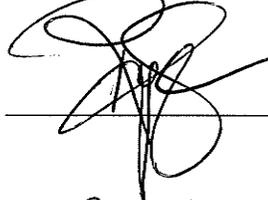
Dated: November <u>11</u> , 2009	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>   _____  MICHAEL GREEN _____ Printed Name  EXECUTIVE DIRECTOR _____ Title
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Dated: November 10, 2009

**LERNER NEW YORK, INC.**



RYAN A. SCHREIMER

Printed Name

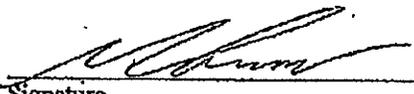
VICE PRESIDENT + GENERAL COUNSEL

Title

The Haddad Apparel Group Ltd.  
Haddad Accessories LLC  
Haddad Accessories Industries Ltd.

Dated: 12/4, 2009

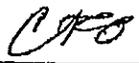
Defendant Name



Signature

*Marc Weintraub*

Printed Name

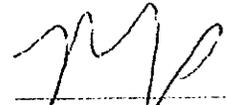


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Dated: December  
~~November~~ 3, 2009

TRI-COASTAL DESIGN GROUP, INC  
Defendant Name



Signature

MICHAEL MASTRANGELO  
Printed Name

PRESIDENT  
Title

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**IT IS SO ORDERED:**

Dated: _____, 2009	_____ The Honorable Steven A. Brick Judge of the Superior Court
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EXHIBIT A

Settling Defendants, Identified Products for  
Market Withdrawal and  
Notice Recipients

Settling Defendant

Lerner New York, Inc.

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

- 1. Yellow Tote Bag; SKU No. 84215633; Style No. 7135

Persons to Receive Notices Pursuant to Section 8.2:

Damian Capozzola  
Epstein Becker Green  
1925 Century Park East  
Suite 500  
Los Angeles, CA 90067-2506  
[dcazzola@ebglaw.com](mailto:dcazzola@ebglaw.com)

and

Ryan A. Schreiber, Esq.  
Vice President & General Counsel  
New York and Company  
450 West 33rd Street  
New York, NY 10001  
[rschreiber@nyandcompany.com](mailto:rschreiber@nyandcompany.com)

1 Settling Defendant

2 The Haddad Apparel Group Ltd.  
3 Haddad Accessories LLC  
4 Haddad Accessories Industries Ltd

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

5 1. Mighty Mac Sports NBA Detroit Pistons Bi-Fold Wallet; SKU No. 6-78634-24407-9; Item  
6 ID: PIWL-Z

7 Persons to Receive Notices Pursuant to Section 8.2:

8 Malcolm C. Weiss  
9 Hunton & Williams LLP  
10 550 S. Hope Street, Suite 2000  
11 Los Angeles, CA 90071  
12 [mweiss@hunton.com](mailto:mweiss@hunton.com)

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Settling Defendant

Tri-Coastal Design Group, Inc.

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

1. Cul-de-Sac Yellow Front Zip Handbag; SKU No. 767014636648

Persons to Receive Notices Pursuant to Section 8.2:

Tedd S. Levine, Esq.  
c/o Tri-Coastal Design Group, Inc.  
1010 Franklin Avenue, 2<sup>nd</sup> Floor  
Garden City, NY 11530  
[lawofficesofteddslevine@gmail.com](mailto:lawofficesofteddslevine@gmail.com)

EXHIBIT B

List of Entities Not Subject  
To Downstream Release

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

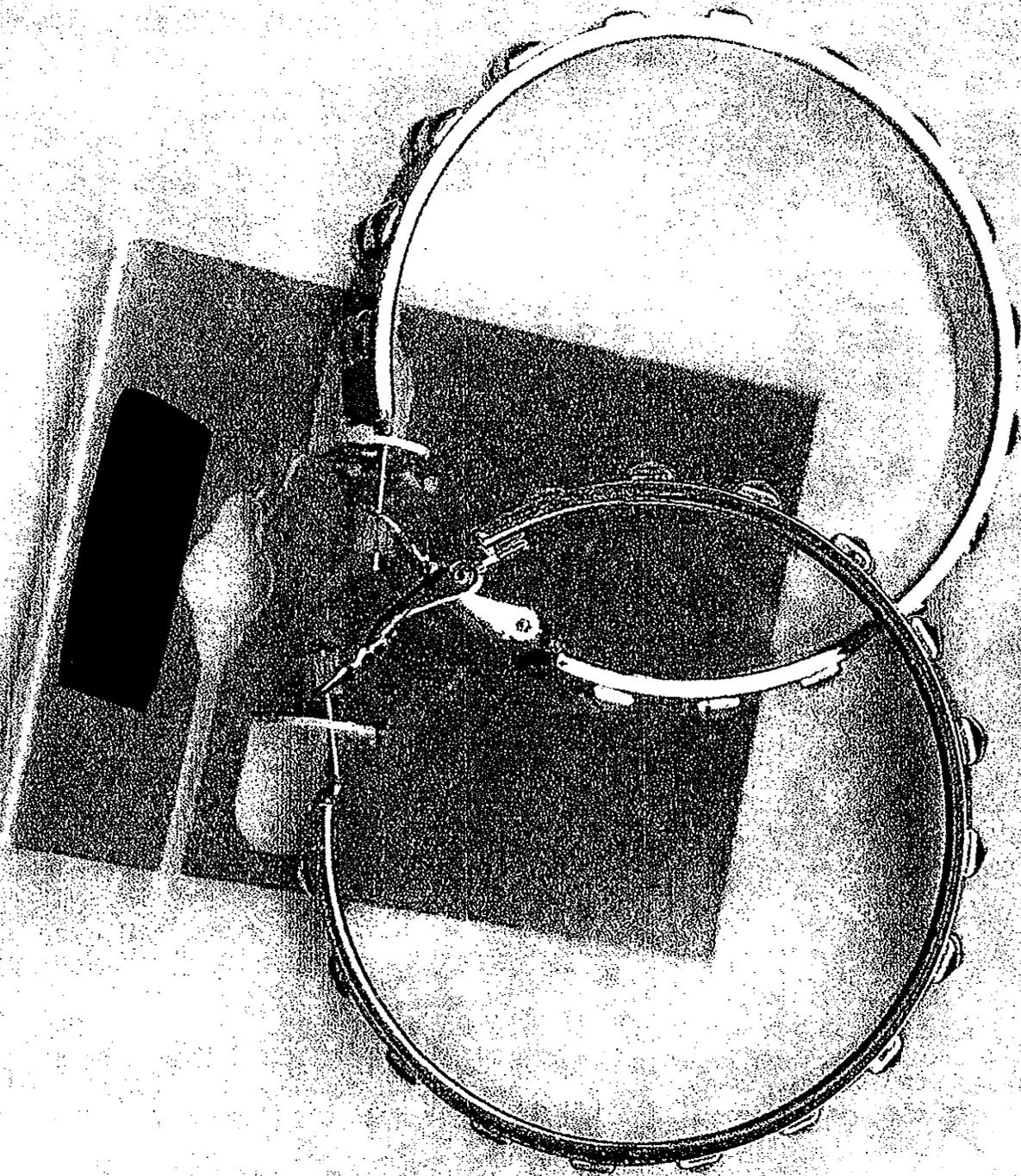
- 1 • The Dress Barn, Inc.
- 2 • DSW, Inc.
- 3 • DSW Shoe Warehouse, Inc.
- 4 • Eastbay, Inc.
- 5 • eBags, Inc.
- 6 • Ecko Direct, LLC
- 7 • eFashion Solutions, LLC
- 8 • Element Skateboards, Inc.
- 9 • Elite Spiders, LLC
- 10 • Everest Trading Corporation
- 11 • Express, LLC
- 12 • Fantasia Accessories,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

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

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

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EXHIBIT C  
Sample Portions of Notice of Violation





151463

SEA:R WK:22 STYLE:9688  
MFG:05769 CLASS:3122



\$5.99

MADE  
IN CHINA



THE  
NATIONAL  
FOOD  
LAB

September 28, 2009

Analytical Report No.: CL1405-61

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

Listed below are the results of our analyses for sample(s) received on September 02, 2009.

**CEH ID: JCT1463b, [REDACTED] Earrings (black faux leather on hoops)**

**NFL ID AE10383**

Analyte	Result	Units
Lead	4140	ppm

**Method Reference**

Testing was conducted according to testing protocol outlined in exhibit D of the amended consent judgment, People of the State of California v. Burlington Coat Factory, June 15, 2006 and California Health Safety Code §25214.4. In summary, a portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

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

Thank you for using the services of The National Food Laboratory.

Sincerely,

Grace Bandong, Laboratory Manager, Analytical Services - Chemistry Division

cc: Patrick Manning, Accounting

*where art meets science*

365 North Canyons Parkway, Suite 201, Livermore CA 94551 Tech Center: 2441 Constitution Drive, Livermore CA 94551  
925.828.1440 www.TheNFL.com

