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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

LULU NYC LLC, et al.,

Defendants.

) Lead Case No. RG-09-459448

) (Consolidated with Case Nos. RG-10-494289, RG-10-494513, and RG-10-494517)

) **CONSENT JUDGMENT**
) **[PROPOSED]**

AND CONSOLIDATED CASES.

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 Fashion Accessories that are (a) Manufactured by a Settling Defendant, or (b) distributed or sold for resale by a Settling Defendant, or (c) sold or offered for retail sale as a Private Label Covered Product by a Settling Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity that is under common ownership of the Private Labeler of such product.

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

3 1.4 “Fashion Accessories” means: (i) wallets, handbags, purses, clutches and
4 totes; (ii) belts; (iii) footwear; provided, however, that the terms of this Consent Judgment apply
5 to each Settling Defendant only as to those Fashion Accessories designated for that Settling
6 Defendant on Exhibit A.

7 1.5 “Lead Limits” means the maximum concentrations of lead and lead
8 compounds (“Lead”) by weight specified in Section 3.2.

9 1.6 “Manufactured” and “Manufactures” have the meaning defined in Section
10 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],¹ as amended
11 from time to time.

12 1.7 “Non-Suspect Materials” means natural materials other than leather that have
13 been determined not to exceed lead limits for children’s products by the final rule of the
14 Consumer Product Safety Commission set forth at 16 CFR § 1500.91(d) and (e), as it exists on
15 the Effective Date.

16 1.8 “Private Label Covered Product” means a Fashion Accessory that bears a
17 private label where (i) the product (or its container) is labeled with the brand or trademark of a
18 person other than a manufacturer of the product, (ii) the person with whose brand or trademark
19 the product (or container) is labeled has authorized or caused the product to be so labeled, and
20 (iii) the brand or trademark of a manufacturer of such product does not appear on such label.

21 1.9 “Private Labeler” means an owner of a brand or trademark on the label of a
22 consumer product which bears a private label; provided, however, that a Settling Defendant is not
23 a Private Labeler due solely to the fact that its name, brand or trademark is visible on a sign or on
24 the price tag of a Fashion Accessory that is not labeled with a third party’s brand or trademark.

25 1.10 “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R. §
26 1303.2(b)², as amended from time to time.

27 _____
28 ¹ As of the Effective Date, the term “Manufactured” and “Manufactures” means to manufacture,
produce, or assemble.

1 1.11 “Vendor” means a person or entity that Manufactures, imports, distributes, or
2 supplies a Fashion Accessory to a Settling Defendant, and that is not itself a Settling Defendant.

3 **2. INTRODUCTION.**

4 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
5 Environmental Health (“CEH”) and the entities executing this Consent Judgment that are also
6 listed on Exhibit A (the “Settling Defendants”).

7 2.2 Commencing in April 2009, CEH served multiple 60-Day Notices of
8 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,
9 California Health and Safety Code Section 25249.5, *et seq.*), alleging that the entities named in
10 those notices violated Proposition 65 by exposing persons to lead contained in wallets, handbags,
11 purses, clutches, totes, belts and footwear, without first providing a clear and reasonable
12 Proposition 65 warning.

13 2.3 Each Settling Defendant manufactures, distributes or offers Fashion
14 Accessories for sale in the State of California or has done so in the past.

15 2.4 Each Settling Defendant represents that as of the date it executes this Consent
16 Judgment: (a) no public enforcer is diligently prosecuting an action related to lead in its Fashion
17 Accessories; and (b) it does not have a pending 60-Day Notice of Violation of Proposition 65 as
18 to lead in its Fashion Accessories (as defined below) from any entity that predates the 60-Day
19 Notice of Violation of Proposition 65 issued by CEH for lead in such Fashion Accessories.
20 “Pending” in the prior sentence means that such 60-Day Notice has not been withdrawn, resolved
21 by judgment or resolved by settlement agreement.

22 2.5 On June 24, 2009 CEH filed the action entitled *CEH v. LuLu NYC LLC, et al.*,
23 Case No. RG 09-459448, in the Superior Court of California for Alameda County, alleging
24 Proposition 65 violations as to wallets, handbags, purses, clutches, totes. On or about January 15,

25 ² As of the Effective Date, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
26 material, with or without a suspension of finely divided coloring matter, which changes to a solid
27 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other
28 surface. This term does not include printing inks or those materials which actually become a part
of the substrate, such as the pigment in a plastic article, or those materials which are actually
bonded to the substrate, such as by electroplating or ceramic glazing.

1 2010, CEH filed its First Amended Complaint, and also filed the following new actions alleging
2 Proposition 65 violations as to lead in Fashion Accessories: *CEH v. Ashley Stewart Ltd., et al.*,
3 Alameda County Superior Court Case No. RG 10-494289; *CEH v. Zappos.com, Inc., et al.*,
4 Alameda County Superior Court Case No. RG 10-494513; and *CEH v. Bag Bazaar, Ltd., et al.*,
5 Alameda County Superior Court Case No. RG 10-494517. On March 3, 2010, the Court
6 consolidated the four actions for pre-trial purposes under Lead Case No. RG 09-459448.

7 2.6 The Parties intend this Consent Judgment to set new industry-wide standards
8 for lead in various components of Fashion Accessories that are feasible for manufacturers,
9 importers, distributors, and retailers to implement, and that comply with Proposition 65.

10 2.7 For purposes of this Consent Judgment only, the Parties stipulate that this
11 Court has jurisdiction over the allegations of violations contained in the operative Complaint
12 applicable to each Settling Defendant (the "Complaint") and personal jurisdiction over each
13 Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of
14 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

15 2.8 Nothing in this Consent Judgment is or shall be construed as an admission by
16 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
17 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
18 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
19 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
20 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
21 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
22 this action.

23 **3. INJUNCTIVE RELIEF**

24 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
25 more than 30 days after the Effective Date, each Settling Defendant shall provide the Lead Limits
26 to its Vendors of Fashion Accessories that will be sold or offered for sale to California consumers
27 and shall instruct each Vendor to use reasonable efforts to provide Fashion Accessories that
28

1 comply with the Lead Limits on a nationwide basis. This Section 3.1 is not applicable with
2 respect to Non-Suspect Materials.

3 **3.2 Lead Limits.**

4 A Settling Defendant shall not purchase, import, Manufacture, or supply to an
5 unaffiliated third party any Covered Product that will be sold or offered for sale to California
6 consumers that exceeds the following Lead Limits:

7 3.2.1 Commencing on December 1, 2010, Paint or other Surface Coatings on
8 Accessible Components: 90 parts per million (“ppm”).

9 3.2.2 Commencing on December 1, 2010, leather (including composited leather)
10 Accessible Components: 600 ppm; and commencing on December 1, 2011: 300 ppm. In
11 the alternative, Covered Products containing multiple patches of different scrap leathers
12 may be sold with a clear and reasonable warning provided pursuant to the requirements of
13 Section 3.4.

14 3.2.3 Commencing on December 1, 2010, polyvinyl chloride (“PVC”)
15 Accessible Components: 300 ppm, and commencing on December 1, 2011, PVC
16 Accessible Components: 200 ppm.

17 (a) Commencing December 1, 2010, for all other Accessible
18 Components other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal,
19 glass or rhinestones: 300 ppm.

20 (b) Each of the dates set forth in Sections 3.2.1 through 3.2.4 is
21 extended by one year with respect to their application to Covered Products that are belts or
22 footwear.

23 **3.3 Final Retail Compliance Date.** Commencing on December 1, 2011, a
24 Settling Defendant shall not sell or offer for sale in California any Covered Product that exceeds
25 the Lead Limits specified in Section 3.2 as being effective December 1, 2010. Commencing on
26 December 1, 2012, a Settling Defendant shall not sell or offer for sale in California any Covered
27 Product that exceeds the Lead Limits specified in Section 3.2 as being effective December 1,
28 2011. The dates set forth in this Section 3.3 are extended by one year with respect to their

1 application to Covered Products that are belts or footwear. For purposes of this Section 3.3, when
2 a Settling Defendant's direct customer sells or offers for sale to California consumers a Covered
3 Product after the applicable Final Retail Compliance Date, the Settling Defendant is deemed to
4 "offer for sale in California" that Covered Product.

5 3.4 **Warnings for Covered Products.**

6 3.4.1 **Interim Warning Option.** A Covered Product purchased, imported or
7 Manufactured by a Settling Defendant before December 1, 2010, may, as an alternative to
8 meeting the Lead Limits, be sold or offered for retail sale in California after December 1,
9 2011, with a Clear and Reasonable Warning that complies with the provisions of Section
10 3.4.2.

11 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
12 Consent Judgment shall state either:

13 WARNING: This product contains lead, a chemical known to the State of
14 California to cause birth defects or other reproductive harm. Do not allow children
15 to mouth or chew.

16 Or

17 WARNING: This product contains lead, a chemical known to the State of
18 California to cause birth defects or other reproductive harm. Do not mouth or
19 chew.

20 This statement shall be prominently displayed on the Covered Product or the packaging of
21 the Covered Product with such conspicuousness, as compared with other words,
22 statements or designs as to render it likely to be read and understood by an ordinary
23 individual prior to sale. For internet, catalog or any other sale where the consumer is not
24 physically present and cannot see a warning displayed on the Covered Product or the
25 packaging of the Covered Product prior to purchase or payment, the warning statement
26 shall be displayed in such a manner that it is likely to be read and understood prior to the
27 authorization of or actual payment.

28

1 **3.5 Action Regarding Specific Products.**

2 3.5.1 On or before the Effective Date, each Settling Defendant shall (i) cease
3 selling the specific products identified as Section 3.5 Products next to its name on Exhibit
4 A (the "Section 3.5 Products") in California, and (ii) cease shipping the Section 3.5
5 Products to any of its customers that resell the Section 3.5 Products in California, and (iii)
6 send instructions to its customers that resell the Section 3.5 Products in California
7 instructing them to cease offering such Section 3.5 Products for sale in California.

8 3.5.2 If a Settling Defendant has not complied with Section 3.5.1 prior to
9 executing this Consent Judgment, it shall instruct its California stores and/or customers
10 that resell the Section 3.5 Products either to (i) return all the Section 3.5 Products to the
11 Settling Defendant for destruction; or (ii) directly destroy the Section 3.5 Products; or (iii)
12 sell the Section 3.5 Products with a Clear and Reasonable Warning that complies with the
13 provisions of Section 3.4.2.

14 3.5.3 Any destruction of Section 3.5 Products shall be in compliance with all
15 applicable laws.

16 3.5.4 Within sixty days of the Effective Date, each Settling Defendant shall
17 provide CEH with written certification from the Settling Defendant confirming
18 compliance with the requirements of this Section 3.5.

19 **4. ENFORCEMENT**

20 4.1 Any Party may, after meeting and conferring, by motion or application for an
21 order to show cause before this Court, enforce the terms and conditions contained in this Consent
22 Judgment. Enforcement of the terms and conditions of Section 3.2 and 3.3 of this Consent
23 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

24 4.2 Within 30 days after the Effective Date, each Settling Defendant shall notify
25 CEH of a means sufficient to allow CEH to identify Covered Products supplied or offered by that
26 Settling Defendant on or after that date, for example, a unique brand name or characteristic
27 system of product numbering or labeling. Information provided to CEH pursuant to this Section
28 4.2, including but not limited to the identities of parties to contracts among Settling Defendants or

1 between Settling Defendants and third parties, may be designated by the Settling Defendant as
2 competitively sensitive confidential business information, and if so designated shall not be
3 disclosed to any person, including but not limited to any Settling Defendant, without the written
4 permission of the Settling Defendant who provided the information. Any motions or pleadings or
5 any other court filings that may reveal information designated as competitively sensitive
6 confidential business information pursuant to this Section shall be submitted in accordance with
7 California Rules of Court 8.160 and 2.550, *et seq.*

8 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Section 3.2
9 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

10 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on the Settling
11 Defendant(s) that CEH alleges to have violated Sections 3.2 or 3.3 within 45 days of the
12 date the alleged violation(s) was or were observed, provided, however, that CEH may
13 have up to an additional 45 days to provide the Settling Defendant with the test data
14 required by Section 4.3.2(d) below if it has not yet obtained it from its laboratory.

15 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
16 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
17 (b) the location at which the Covered Product was offered for sale, (c) a description of the
18 Covered Product giving rise to the alleged violation, and of each Accessible Component
19 that is alleged not to comply with the Lead Limits and/or each Accessible Component that
20 is a Non-Suspect Material that is alleged to contain Lead in excess of 300 ppm, including
21 a picture of the Covered Product and all identifying information on tags and labels, and
22 (d) all test data obtained by CEH regarding the Covered Product and related supporting
23 documentation, including all laboratory reports, quality assurance reports and quality
24 control reports associated with testing of the Covered Products. Such Notice of Violation
25 shall be based at least in part upon total acid digest testing performed by an independent
26 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
27 themselves sufficient to support a Notice of Violation, although any such testing may be
28 used as additional support for a Notice. The Parties agree that the sample Notice of

1 Violation attached hereto as Exhibit B is sufficient in form to satisfy the requirements of
2 subsections (c) and (d) of this Section 4.3.2.

3 4.3.3 **Additional Documentation.** CEH shall promptly make available for
4 inspection and/or copying upon request by and at the expense of the Settling Defendant,
5 all supporting documentation related to the testing of the Covered Products and associated
6 quality control samples, including chain of custody records, all laboratory logbook entries
7 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
8 from all analytical instruments relating to the testing of Covered Product samples and any
9 and all calibration, quality assurance, and quality control tests performed or relied upon in
10 conjunction with the testing of the Covered Products, obtained by or available to CEH that
11 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
12 any exemplars of Covered Products tested.

13 4.3.4 **Multiple Notices.** If the Settling Defendant has received more than four
14 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever
15 fines, costs, penalties, or remedies are provided by law for failure to comply with the
16 Consent Judgment. For purposes of determining the number of Notices of Violation
17 pursuant to this Section 4.3.4, the following shall be excluded:

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

20 (b) A Notice of Violation that meets one or more of the conditions of
21 Section 4.4.3(c).

22 4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation
23 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), the Settling
24 Defendant shall provide written notice to CEH stating whether it elects to contest the allegations
25 contained in the Notice of Violation ("Notice of Election"). Failure to provide a Notice of
26 Election shall be deemed an election to contest the Notice of Violation.

27 4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
28 Election shall include all then-available documentary evidence regarding the alleged

1 violation, including any test data. Within 30 days the parties shall meet and confer to
2 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
3 CEH may file an enforcement motion or application pursuant to Section 4.1. If the
4 Settling Defendant withdraws its Notice of Election to contest the Notice of Violation
5 before any motion concerning the violations alleged in the Notice of Violation is filed
6 pursuant to Section 4.1, the Settling Defendant shall make a contribution to the
7 Proposition 65 Fashion Accessory Testing Fund in the amount of \$12,500 and shall
8 comply with all of the non-monetary provisions of Section 4.4.2. If, at any time prior to
9 reaching an agreement or obtaining a decision from the Court, CEH or the Settling
10 Defendant acquires additional test or other data regarding the alleged violation, it shall
11 promptly provide all such data or information to the other Party.

12 **4.4.2 Non-Contested Notices.** If the Notice of Violation is not contested, the
13 Settling Defendant shall include in its Notice of Election a detailed description of
14 corrective action that it has undertaken or proposes to undertake to address the alleged
15 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
16 Covered Product will no longer be offered by the Settling Defendant or its customers for
17 sale in California. If there is a dispute over the sufficiency of the proposed corrective
18 action or its implementation, CEH shall promptly notify the Settling Defendant and the
19 Parties shall meet and confer before seeking the intervention of the Court to resolve the
20 dispute. In addition to the corrective action, the Settling Defendant shall make a
21 contribution to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one
22 of the provisions of Section 4.4.3 applies.

23 **4.4.3 Limitations in Non-Contested Matters.**

24 (a) The monetary liability of a Settling Defendant that elects not to
25 contest a Notice of Violation before any motion concerning the violation(s) at issue has
26 been filed shall be limited to the contributions required by this Section 4.4.3, if any.

27 (b) If more than one Settling Defendant has manufactured, sold, offered
28 for sale or distributed a Covered Product identified in a non-contested Notice of Violation,

1 only one required contribution may be assessed against all Settling Defendants as to the
2 noticed Covered Product.

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

4 (i) One thousand seven hundred fifty dollars (\$1750) if the Settling
5 Defendant, prior to receiving and accepting for distribution or sale the
6 Covered Product identified in the Notice of Violation, obtained test results
7 demonstrating that all of the Accessible Components in the Covered
8 Product identified in the Notice of Violation complied with the applicable
9 Lead Limits, and further provided that such test results would be sufficient
10 to support a Notice of Violation and that the testing was performed within
11 two years prior to the date of the sales transaction on which the Notice of
12 Violation is based. The Settling Defendant shall provide copies of such
13 test results and supporting documentation to CEH with its Notice of
14 Election; or

15 (ii) Not required or payable, if the Notice of Violation concerns a
16 Non-Suspect Material; provided, however, that the foregoing exemption
17 shall not apply if the Settling Defendant has received more than three
18 Notices of Violation in an 18-month period for the same Non-Suspect
19 Material that was supplied by more than one Vendor; or

20 (iii) One thousand five hundred dollars (\$1500) for a Settling
21 Defendant that is in violation of Section 3.3 only insofar as that Section
22 deems the Settling Defendant to have "offered for sale" a product sold at
23 retail by that Settling Defendant's customer, provided however, that no
24 contribution is required or payable if the Settling Defendant has already
25 been required to pay a total of ten thousand dollars (\$10,000) pursuant to
26 this subsection. This subsection shall apply only to Covered Products that
27 the Settling Defendant demonstrates were shipped prior to the applicable
28 Shipping Compliance Date specified in Section 3.2.

1 (iv) Not required or payable, if the Notice of Violation identifies
2 the same Covered Product or Covered Products, differing only in size or
3 color, that have been the subject of another Notice of Violation within the
4 preceding 12 months.

5 **4.5 Additional Enforcement for Noncompliant Non-Covered Products.** If
6 CEH alleges that a Settling Defendant sold or offered for retail sale to California consumers a
7 Fashion Accessory that is not a Covered Product, and that contains Lead in an amount that
8 exceeds any of the applicable Lead Limits (“Noncompliant Non-Covered Product”), then prior to
9 CEH serving a 60-Day Notice under Proposition 65 on such Settling Defendant, CEH shall
10 provide notice to the Settling Defendant pursuant to this Section 4.5.

11 4.5.1 The notice shall contain the information required for a Notice of Violation
12 in Section 4.3. If the information is insufficient to allow the Settling Defendant to identify
13 the Noncompliant Non-Covered Product and/or Vendor, it may request that CEH provide
14 any further identifying information for the Noncompliant Non-Covered Product that is
15 reasonably available to it.

16 4.5.2 Within 30 days of receiving a notice pursuant to Section 4.5, or of any
17 requested further information sufficient to identify the Noncompliant Non-Covered
18 Product, whichever is later, the Settling Defendant shall serve a Notice of Election on
19 CEH. The Notice of Election shall:

20 (a) Identify to CEH (by proper name, address of principal place of
21 business and telephone number) the person or entity that sold the Noncompliant Non-
22 Covered Product to the Settling Defendant;

23 (b) Identify the manufacturer and other distributors in the chain of
24 distribution of the Noncompliant Non-Covered Product, provided that such information is
25 reasonably available; and

26 (c) Include either: (i) a statement that the Settling Defendant elects not
27 to proceed under this Section 4.5, in which case CEH may take further action including
28 issuance of a 60-Day Notice under Proposition 65; (ii) a statement that the Settling

1 Defendant elects to proceed under this Section 4.5, with a description of corrective action
2 that meets the conditions of Section 4.4.2., and a contribution to the Fashion Accessory
3 Testing Fund in the amount required under Section 4.5.6, or (iii) a statement that the
4 Settling Defendant contends that the Noncompliant Non-Covered Product is released from
5 liability by a Qualified Settlement under Section 4.5.4 along with a copy of such Qualified
6 Settlement.

7 4.5.3 A party's disclosure pursuant to this Section 4.5 of any (i) test reports, (ii)
8 confidential business information, or (iii) other information that may be subject to a claim
9 of privilege or confidentiality, shall not constitute a waiver of any such claim of privilege
10 or confidentiality, provided that the Party disclosing such information shall clearly
11 designate it as confidential. Any Party receiving information designated as confidential
12 pursuant to this Section 4.5.3 shall not disclose such information to any unrelated person
13 or entity, and shall use such information solely for purposes of resolving any disputes
14 under this Consent Judgment.

15 4.5.4 No further action is required of the Settling Defendant under this Consent
16 Judgment if the Noncompliant Non-Covered Product is otherwise released from liability
17 for alleged violations of Proposition 65 with respect to Lead in the Noncompliant Non-
18 Covered Product by the terms of a separate settlement agreement or consent judgment
19 entered into by CEH under Health and Safety Code Section 25249.7 ("Qualified
20 Settlement").

21 4.5.5 If the Settling Defendant elects not to proceed under Section 4.5, then
22 neither the Settling Defendant nor CEH has any further duty under this Section 4.5 and
23 either may pursue any available remedies under Proposition 65 or otherwise. If the
24 Settling Defendant elects to proceed under Section 4.5.2(c)(ii), then compliance with that
25 Section shall constitute compliance with Proposition 65 as to that Noncompliant Non-
26 Covered Product.

27 4.5.6 If the Settling Defendant elects to proceed under this Section 4.5 and is not
28 relieved of liability under Section 4.5.4, the Settling Defendant shall make a contribution

1 to the Fashion Accessory Testing Fund in the amounts that follow unless one of the
2 provisions of Section 4.4.3(c) applies, in which case the applicable amount specified in
3 Section 4.4.3(c) if any, shall instead apply. The contribution shall be \$5,000 if at least one
4 of the person(s) identified by the Settling Defendant pursuant to Section 4.5.2 (i) is a
5 person in the course of doing business as defined in Health and Safety Code §25249.11(b)
6 and (ii) has a principal place of business located within the United States, and \$10,000 for
7 all other notices.

8 4.5.7 If a Settling Defendant makes a contribution pursuant to this Section and at
9 a later date CEH resolves the alleged violation with the direct or indirect Vendor of the
10 Noncompliant Non-Covered Product, CEH shall notify the Settling Defendant and the
11 Settling Defendant shall be entitled to a refund of the lesser amount of its contribution or
12 the settlement amount paid by such Vendor. If the settlement or consent judgment
13 between CEH and the direct or indirect Vendor of the Noncompliant Non-Covered
14 Product does not provide for the refund to be paid directly by the Vendor to the Retailer
15 Defendant, then CEH shall pay the refund to the Settling Defendant within 15 days of
16 receiving the Vendor's settlement payment.

17 4.5.8 Any notice served by CEH pursuant to this Section 4.5 shall not be
18 considered a Notice of Violation for purposes of Section 4.3. Nothing in this Section 4.5
19 affects CEH's right to issue a 60-Day Notice under Proposition 65 against any entity other
20 than a Settling Defendant.

21 **5. PAYMENTS**

22 5.1 **Payments by Settling Defendants.** Within fifteen days after entry of this
23 Consent Judgment, each Settling Defendant or group of Settling Defendants identified together on
24 Exhibit A (a "Settling Defendant Group") shall pay the sum set forth for that Settling Defendant
25 Group in Exhibit A. These amounts are calculated as follows:

26 5.1.1 Each Settling Defendant Group shall pay a base settlement amount of
27 \$32,500.

28 5.1.2 Each Settling Defendant Group that elected to apply the terms of this

1 Consent Judgment to a second type of Fashion Accessories as reflected on Exhibit A shall,
2 in addition to the amount set forth in Section 5.1.1, pay an additional (a) six thousand five
3 hundred dollars (\$6,500) if the Settling Defendant Group did not receive a 60-Day Notice
4 from CEH regarding the alleged presence of Lead in such second type of Fashion
5 Accessory before December 18, 2009, or (b) nine thousand dollars (\$9,000) if the Settling
6 Defendant Group received a 60-Day Notice from CEH regarding the alleged presence of
7 Lead in such second type of Fashion Accessory before December 18, 2009.

8 5.1.3 Each Settling Defendant Group that elected to apply the terms of this
9 Consent Judgment to a third type of Fashion Accessories as reflected on Exhibit A shall,
10 in addition to the amount set forth in Section 5.1.1 and 5.1.2, pay an additional (a) six
11 thousand five hundred dollars (\$6,500) if the Settling Defendant Group did not receive a
12 60-Day Notice from CEH regarding the alleged presence of Lead in such third type of
13 Fashion Accessory before December 18, 2009, or (b) nine thousand dollars (\$9,000) if the
14 Settling Defendant Group received a 60-Day Notice from regarding the alleged presence
15 of Lead in such third type of Fashion Accessory before December 18, 2009.

16 5.1.4 Each Settling Defendant Group that includes a Settling Defendant
17 identified as an Affiliated Settling Defendant on Exhibit A shall pay the amount set forth
18 on Exhibit A for such Affiliated Settling Defendants.

19 5.2 The settlement payment shall be by check made payable to the Lexington Law
20 Group Attorney-Client Trust Fund. The funds paid by the Settling Defendants shall be allocated
21 as set forth on Exhibit A for each Settling Defendant Group between the following categories:

22 5.2.1 A civil penalty pursuant to Health and Safety Code Section 25249.7(b), of
23 which 25% shall be paid to CEH and 75% shall be paid to the State of California's Office of
24 Environmental Health Hazard Assessment.

25 5.2.2 A payment to CEH in lieu of civil penalty pursuant to Health & Safety
26 Code Section 25249.7(b), and California Code of Regulations, Title 11, § 3202(b). CEH will use
27 such funds to continue its work educating and protecting people from exposures to toxic
28 chemicals, including heavy metals. In addition, as part of its Community Environmental Action

1 and Justice Fund, CEH will use four percent of such funds to award grants to grassroots
2 environmental justice groups working to educate and protect people from exposures to toxic
3 chemicals. The method of selection of such groups can be found at the CEH web site at
4 www.ceh.org/justicefund.

5 5.2.3 A contribution to the Proposition 65 Fashion Accessory Testing Fund.
6 CEH shall use such funds to locate, purchase and test wallets, purses, handbags, clutches, totes,
7 belts and footwear to verify compliance with the reformulation requirements of Section 3, to
8 prepare, send and prosecute Notices of Violation as necessary to Settling Defendants pursuant to
9 Section 4, and to reimburse attorneys' fees and costs incurred in connection with these activities.

10 5.2.4 As reimbursement of a portion of CEH's attorneys' fees and costs.

11 **6. MODIFICATION**

12 6.1 **Written Consent.** This Consent Judgment may be modified from time to
13 time by express written agreement of the Parties with the approval of the Court, or by an order of
14 this Court upon motion and in accordance with law.

15 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
16 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
17 modify the Consent Judgment.

18 6.3 **Opt-In Defendants.** This Consent Judgment may be amended pursuant to the
19 procedure set forth in the Order For Entry of Judgment, Opt-in Procedure and Future Amendment
20 of Consent Judgment.

21 **7. CLAIMS COVERED AND RELEASED**

22 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
23 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,
24 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
25 ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell
26 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
27 franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees")
28 of any violation of Proposition 65 that was or could have been asserted in the Complaint against

1 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on
2 failure to warn about alleged exposure to Lead contained in Fashion Accessories that were sold
3 by a Settling Defendant prior to the Effective Date.

4 7.2 Compliance with the terms of this Consent Judgment by a Settling Defendant
5 constitutes compliance with Proposition 65 with respect to Lead in that Settling Defendant's
6 Covered Products.

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

10 7.4 Nothing in Section 7 affects CEH's right to commence or prosecute an action
11 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
12 of a Settling Defendant under Section 3.3; (b) sells or offers for sale a Covered Product to
13 California consumers that does not comply with the Lead Limits after the applicable Final Retail
14 Compliance Date set forth in Section 3.3; and (c) is not sold or offered for sale with compliant
15 Proposition 65 warnings under this Consent Judgment.

16 **8. NOTICE**

17 8.1 When any Party is entitled to receive any notice under this Consent Judgment,
18 the notice shall be sent by certified mail and electronic mail to the person identified in Exhibit A.
19 Any Party may modify the person and address to whom the notice is to be sent by sending each
20 other Party notice by certified mail and/or other verifiable form of written communication.

21 **9. COURT APPROVAL**

22 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
23 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
24 shall support entry of this Consent Judgment.

25 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
26 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
27 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.
28

1 **10. ATTORNEYS' FEES**

2 10.1 Should CEH prevail on any motion, application for an order to show cause or
3 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
4 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
5 Settling Defendant prevail on any motion application for an order to show cause or other
6 proceeding, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a
7 result of such motion or application upon a finding by the court that CEH's prosecution of the
8 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
9 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
10 1986, Code of Civil Procedure Section 2016, *et seq.*

11 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
12 its own attorneys' fees and costs.

13 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
14 sanctions pursuant to law.

15 **11. TERMINATION**

16 11.1 This Consent Judgment shall be terminable by CEH or by any Settling
17 Defendant as to that Settling Defendant at any time after September 1, 2017, upon the provision
18 of 30 days advanced written notice; such termination shall be effective upon the subsequent filing
19 of a notice of termination with Superior Court of Alameda County.

20 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
21 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
22 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and
23 provided further that if a Settling Defendant is the terminating Party, the provisions of Sections 5,
24 7.1 and 12.1 shall survive any termination.

25 **12. OTHER TERMS**

26 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
27 of California.

28

1 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
2 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
3 assigns of any of them.

4 12.3 This Consent Judgment contains the sole and entire agreement and
5 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
6 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
7 merged herein and therein. There are no warranties, representations, or other agreements between
8 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
9 implied, other than those specifically referred to in this Consent Judgment have been made by any
10 Party hereto. No other agreements not specifically contained or referenced herein, oral or
11 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
12 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
13 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
14 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
15 whether or not similar, nor shall such waiver constitute a continuing waiver.

16 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
17 that any Settling Defendant might have against any other party, whether or not that party is a
18 Settling Defendant.

19 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
20 Consent Judgment.

21 12.6 The stipulations to this Consent Judgment may be executed in counterparts
22 and by means of facsimile or portable document format (pdf), which taken together shall be
23 deemed to constitute one document.

24 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
25 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
26 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
27 Party.

28 12.8 The Parties, including their counsel, have participated in the preparation of

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

9 **IT IS SO STIPULATED:**

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CENTER FOR ENVIRONMENTAL HEALTH



Signature

CHARLIE PIZARRO

Printed Name

ASSOCIATE DIRECTOR

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ACME ACCESSORIES, INC.

Jennifer Su
Signature

Jennifer Sebenius
Printed Name

V.P. of Licensing
Title

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A.I.J.J. ENTERPRISES, INC.

Signature

Joseph Chehebar

Printed Name

Vice President

Title

RAINBOW USA, INC.

Signature

Joseph Chehebar

Printed Name

Vice President

Title

**RAINBOW APPAREL DISTRIBUTION
CENTER CORP.**

Signature

Joseph Chehebar

Printed Name

Vice President

Title

THE NEW 5-7-9 AND BEYOND, INC.

Signature

Joseph Chehebar

Printed Name

Vice President

Title

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ALDO GROUP INC.



Signature

DAVID BENSADOUN
Printed Name

Group Vice President
Title

ALDO U.S. INC.



Signature

DAVID BENSADOUN
Printed Name

Group Vice President
Title

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AMERICAN EAGLE OUTFITTERS, INC.

N. Bulman Jr

Signature

N. Bulman Jr

Printed Name

VP

Title

AE RETAIL WEST LLC

N. Bulman Jr

Signature

N. Bulman Jr

Printed Name

VP

Title

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BAG BAZAAR. LTD.


Signature

SOLOMON A SUTTON
Printed Name

C. B. O.
Title

ACCESSORY EXCHANGE LLC


Signature

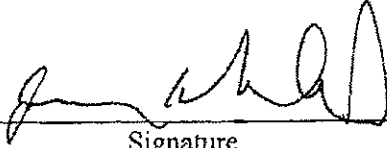
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Printed Name

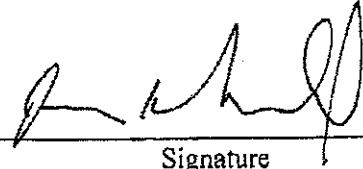
C. B. O.
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CAMUTO CONSULTING INC.

VCJS LLC erroneously sued as
CAMUTO GROUP - VCJS LLC


Signature


Signature

Jeffrey K. Howald
Printed Name

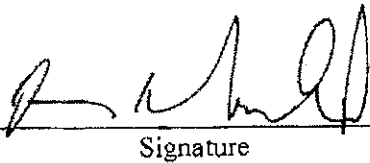
Jeffrey K. Howald
Printed Name

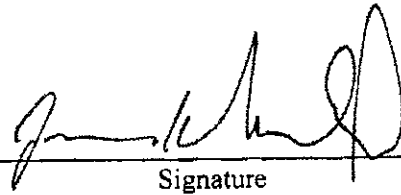
Chief Financial Officer
Title

Chief Financial Officer
Title

HOT ON TIME LLC

VINCENT CAMUTO LLC


Signature


Signature

Jeffrey K. Howald
Printed Name

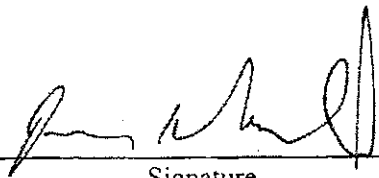
Jeffrey K. Howald
Printed Name

Chief Financial Officer
Title

Chief Financial Officer
Title

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VCS GROUP LLC



Signature

Jeffrey K. Howald

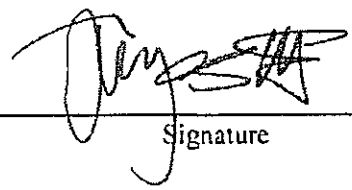
Printed Name

Chief Financial officer

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COLDWATER CREEK, INC.



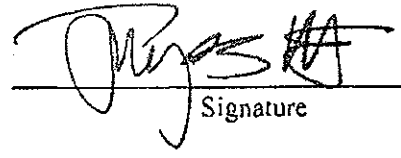
Signature

John E. Hayes

Printed Name

Sr. VP, General Counsel, Acting
CFO & Secretary

COLDWATER CREEK U.S. INC.



Signature

John E. Hayes

Printed Name

President

Title

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DIESEL U.S.A., INC.

Antonella Gaudio
Signature

Antonella Gaudio
Printed Name

Director of Purchasing
Title

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DSW SHOE WAREHOUSE, INC.



Signature

William Jordan

Printed Name

EVP, General Counsel

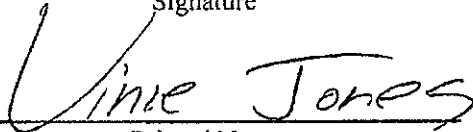
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EBAGS, INC.



Signature



Printed Name



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EXPRESS, LLC

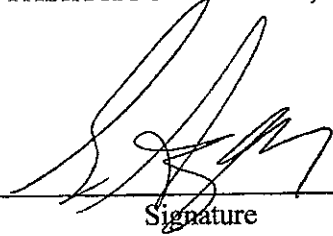
Matt Moell
Signature

Matt Moellering
Printed Name

CAO, CEO
Title

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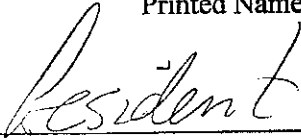
FANTASIA ACCESSORIES, LTD.



Signature



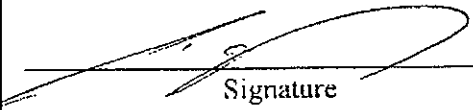
Printed Name



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FOREVER 21 RETAIL, INC.


Signature

Jong S. Kim
Printed Name

Senior Vice President
Title

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FOSSIL, INC.



Signature

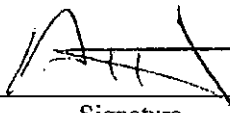
Mark Quick

Printed Name

Vice Chairman

Title

FOSSIL STORES I, INC.



Signature

Randy Hyne

Printed Name

Secretary

Title

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GUESS?, INC.

Al Siegel

Signature

Deborah Siegel

Printed Name

Secretary

Title

GUESS? RETAIL, INC.

Al Siegel

Signature

Deborah Siegel

Printed Name

Secretary

Title

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J.C. PENNEY CORPORATION, INC.

Lorraine Hitch
Signature

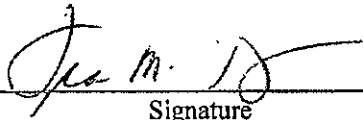
LORRAINE HITCH
Printed Name

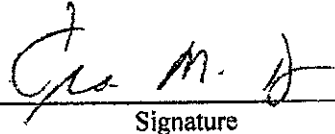
SVP/OMM Footwear and Handbags
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JONES APPAREL GROUP, INC.

**JAG FOOTWEAR, ACCESSORIES AND
RETAIL CORPORATION, as successor
to JONES RETAIL CORPORATION and
NINE WEST FOOTWEAR
CORPORATION**


Signature


Signature

Ira M. Dansky

Ira M. Dansky

Printed Name

Printed Name

Executive Vice President, Secretary and General Counsel

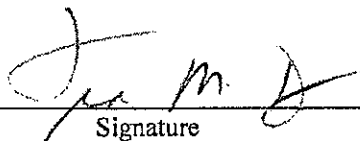
Executive Vice President and Secretary

Title

Title

JONES APPAREL GROUP USA, INC.

JONES JEANSWEAR GROUP, INC.


Signature


Signature

Ira M. Dansky

Ira M. Dansky

Printed Name

Printed Name

Secretary

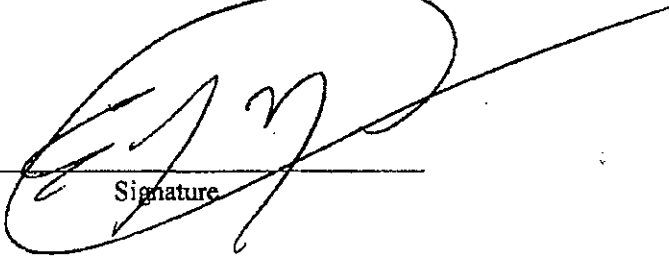
Secretary

Title

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KOHL'S DEPARTMENT STORES, INC.




Signature

GERRY MORROW

Printed Name


SENIOR VICE PRESIDENT PRODUCT SERVICES

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Rev. 

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LIMITED STORES, LLC



Signature

John D. Buell

Printed Name

EVP & CFO

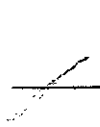
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LIZ CLAIBORNE, INC.

JUICY COUTURE, INC.


Signature


Signature

N. Rubino
Printed Name

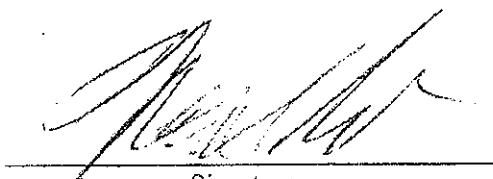
Nicholas Rubino
Printed Name

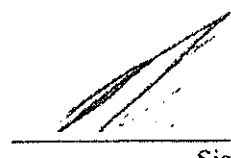
SVP Chief Legal Officer, General Counsel & Secretary
Title

SVP Chief Legal Officer, General Counsel & Secretary
Title

KATE SPADE LLC

LUCKY BRAND DUNGAREES, INC.


Signature


Signature

Nicholas Rubino
Printed Name

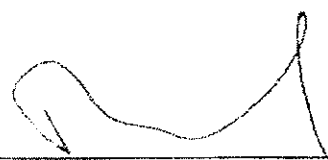
Nicholas Rubino
Printed Name

SVP Chief Legal Officer, General Counsel & Secretary
Title

SVP Chief Legal Officer, General Counsel & Secretary
Title

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MACY'S, INC.



Signature

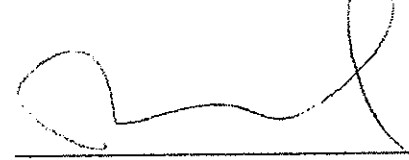
Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

Title

MACY'S DEPARTMENT STORES, INC.



Signature

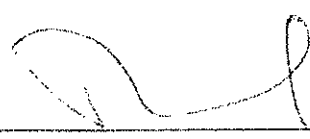
Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

Title

BLOOMINGDALE'S, INC.



Signature

Dennis Broderick

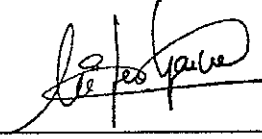
Printed Name

EVP, General Counsel & Secretary

Title

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MANGO NY, INC.



Signature

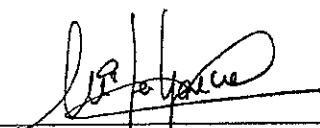
MARIA JESUS GARCIA LECUMBERRI

Printed Name

PRESIDENT

Title

DISTEX, INC.



Signature

MARIA JESUS GARCIA LECUMBERRI

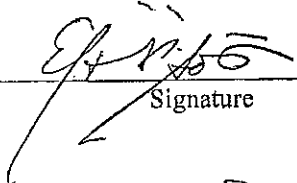
Printed Name

PRESIDENT

Title

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METROPARK USA, INC.



Signature

E. P. SOTO

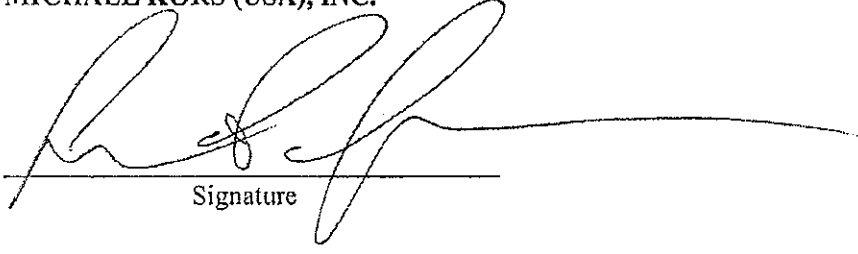
Printed Name

CHIEF OPERATING & FINANCIAL OFFICER

Title

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MICHAEL KORS (USA), INC.


Signature

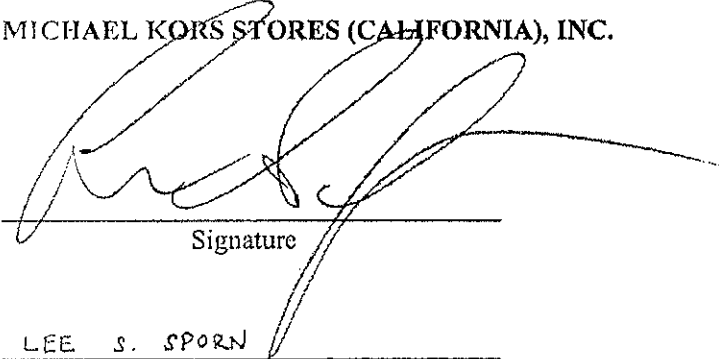
LEE S. SPORN

Printed Name

SENIOR VICE PRESIDENT, BUSINESS AFFAIRS, GENERAL COUNSEL & SECRETARY

Title

MICHAEL KORS STORES (CALIFORNIA), INC.


Signature

LEE S. SPORN

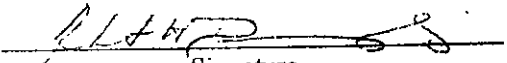
Printed Name

SENIOR VICE PRESIDENT, BUSINESS AFFAIRS, GENERAL COUNSEL & SECRETARY

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MONDANI HANDBAGS & ACCESSORIES, INC.

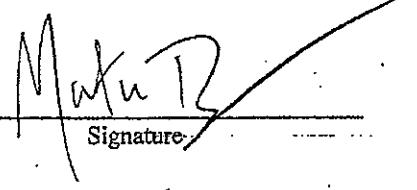

Signature

ROBERT H. DRIVLING
Printed Name

CEO
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PACIFIC WORLDWIDE, INC.


Signature

MARTIN TERZIAN
Printed Name

PRESIDENT
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PHILLIPS-VAN HEUSEN CORPORATION


Signature

Mark D. Fischer
Printed Name

Senior Vice President
Title

CALVIN KLEIN, INC.


Signature

Mark D. Fischer
Printed Name

Senior Vice President
Title

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RAY'S ENTERPRISES OF CHESAPEAKE
WALK, INC. DBA HOBO INTERNATIONAL


Signature

DAVID K. BREWER
Printed Name

PRESIDENT
Title

1 ROSETTI HANDBAGS AND ACCESSORIES, LTD.

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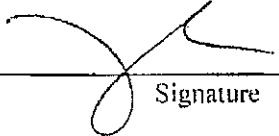

Signature

Ronald Ventricelli
Printed Name

Chief Operating Officer
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SAKS INCORPORATED



Signature

MICHAEL BRIZER

Printed Name

EVP + General Counsel

Title

SAKS & COMPANY



Signature

Meredith Fogel

Printed Name

VP & Assistant Secretary

Title

SCCA STORE HOLDINGS, INC.



Signature

Meredith Fogel

Printed Name

VP & Assistant Secretary

Title

SAKS DIRECT, LLC



Signature

Meredith Fogel

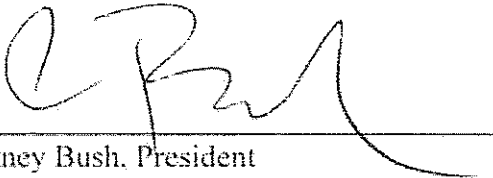
Printed Name

VP & Assistant Secretary

Title

1 SAN DIEGO HAT COMPANY

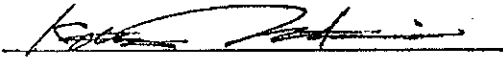
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 3/23/2010

Courtney Bush, President

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SANRIO, INC.



Signature

Katsumi Murakami

Printed Name

President & CEO

Title

1 SEARS, ROEBUCK & CO.

2

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4 MARY Tortorice
Signature

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6 Mary Tortorice
Printed Name

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9 VP / Deputy General Counsel
Title

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13 KMART CORPORATION

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16 MARY Tortorice
Signature

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18 Mary Tortorice
Printed Name

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21 VP / Deputy General Counsel
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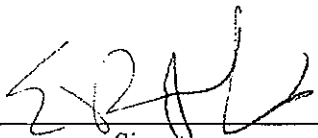
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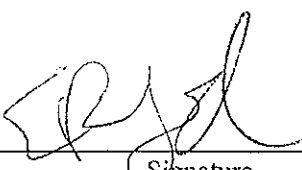
STEVEN MADDEN LTD.


Signature

Edward Rosenfeld
Printed Name

CEO
Title

STEVEN MADDEN RETAIL, INC.


Signature

Edward Rosenfeld
Printed Name

CEO
Title

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TARGET CORPORATION

Souya Seidl

Signature

Souya Seidl

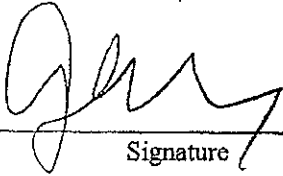
Printed Name

Corporate Counsel

Title

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THE DRESS BARN, INC.

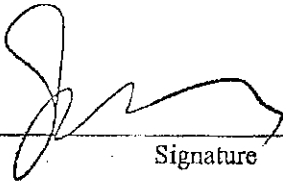


Signature

GENE L. WEXLER
SVP, GENERAL COUNSEL

Title

MAURICES INCORPORATED



Signature

GENE L. WEXLER
SVP, GENERAL COUNSEL

Printed Name

Title

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THE TJX COMPANIES, INC.

Ann McLeary

Signature

Ann McLeary

Printed Name

CEO

Title

T.J. MAXX OF CA, LLC

Ann McLeary

Signature

Ann McLeary

Printed Name

Secretary

Title

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URBAN BRANDS, INC.

Michael A. Abate

Signature

Michael A. Abate

Printed Name

VP/TREASURER

Title

ASHLEY STEWART LTD.

Michael A. Abate

Signature

Michael A. Abate

Printed Name

VP/TREASURER

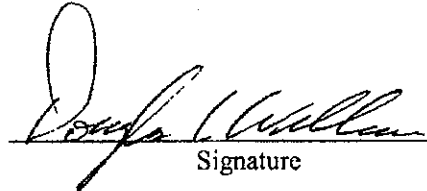
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VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC

VICTORIA SECRET STORES, LLC


Signature


Signature

Douglas L. Williams
Printed Name

Douglas L. Williams
Printed Name


General Counsel
Title

General Counsel
Title

BATH & BODY WORKS DIRECT, INC.

BATH & BODY WORKS LLC


Signature


Signature

Douglas L. Williams
Printed Name

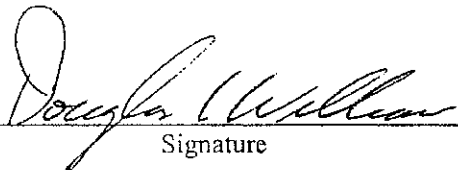
Douglas L. Williams
Printed Name

General Counsel
Title

General Counsel
Title

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HENRI BENDEL, INC.

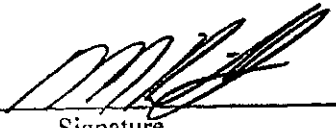

Signature

Douglas L. Williams
Printed Name

General Counsel
Title

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VIEWMARK USA, INC.



Signature

MARTIN RAKOVITCH

Printed Name

PRESIDENT

Title

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EXHIBIT A
Settling Defendants

Settling Defendant(s): Acme Accessories, Inc.

1. Fashion Accessories Applicable to Defendant:

Wallets, Handbags, Purses, Clutches and Totes

Belts

Footwear

2. Section 3.5 Products:

Fluff Accessory Handbag in Black & White, Item No. FC602MOD

Fluff Coin Purse in Black & Brown, Item No. FC610BL3

Fluff Red Hot Wallet, SKU No. 7-94955-00141-9

Fluff Purse in Black & White, SKU No. 7-94955-00537-0

Fluff Purse in Pink, SKU No. 7-94955-00537-0

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment \$32,500

Civil Penalty \$1,000

Payment in Lieu of Civil Penalty \$9,700

Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

Attorneys' Fees and Costs \$19,800

4. Person(s) to Receive Notices Pursuant to Section 8.1:

Jennifer Sebenius
Acme Accessories, Inc.
4201 Baldwin Ave.
El Monte, CA 91731
jennifer@acmeacc.com

Paul Lin
Jones Day
555 S. Flower Street
Los Angeles, CA 90071
pclin@jonesday.com

1 **Settling Defendant(s):** A.I.J.J. Enterprises, Inc.
2 Rainbow USA, Inc.
3 Rainbow Apparel Distribution Center Corp.
4 The New 5-7-9 and Beyond, Inc.

4 **1. Fashion Accessories Applicable to Defendant:**

5 Wallets, Handbags, Purses, Clutches and Totes

6 Belts

7 Footwear

8
9 **2. Section 3.5 Products:**

10 Orange Purse, SKU No. 0-00131-73158-3

11 Yellow Purse, SKU No. 0-00131-74024-0

12 Yellow Handbag, SKU No. 0114120364

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$45,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$13,800

18 Contribution to Prop. 65 Fashion
19 Accessory Testing Fund \$2,000

20 Attorneys' Fees and Costs \$28,700

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Jeffrey B. Margulies
23 FULBRIGHT & JAWORSKI L.L.P.
24 555 South Flower Street, 41st Floor
25 Los Angeles, California 90071
26 jmargulies@fulbright.com

With a copy to:
Michael S. Lang, Esq.
1000 Pennsylvania Avenue
Brooklyn, NY 11207; and

A.I.J.J. Enterprises, Inc.
Attention: Joseph Chehebar
1000 Pennsylvania Avenue
Brooklyn, NY 11207

27

28

1 **Settling Defendant(s):** Aldo Group Inc.
Aldo U.S. Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Berbenno Handbag, SKU No. 72988580

10 Offanengo Wallet, SKU No. 68264811

11 Bibbiena Wallet, SKU No. 68832612

12 Nomaglio Wallet, SKU No. 68601056

13 Newcombe-67 Shoes in Yellow, SKU No. 74190273

14

15 **3. Defendant's Settlement Payment and Allocation:**

16 Total Settlement Payment \$48,000

17 Civil Penalty \$1,000

18 Payment in Lieu of Civil Penalty \$14,700

19 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

20 Attorneys' Fees and Costs \$30,300

21

22 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

23 Jodi Smith
24 Paul, Hastings, Janofsky & Walker LLP
25 55 Second Street, 24th Fl.
San Francisco, CA 94105
jodismith@paulhastings.com

With a copy to:
Catherine Ross
Legal Department
Aldo Group Inc.
2300 Emile-Belanger
Montreal, Quebec
H4R 3J4
Canada

26

27

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1 **Settling Defendant(s):** American Eagle Outfitters, Inc.
2 AE Retail West LLC

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7
8 **2. Section 3.5 Products:**

9 Orange & White Striped Beach Tote Handbag, SKU No. 4-00158-56321-9

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion
16 Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$28,700

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Rebecca Gibbs
20 American Eagle Outfitters, Inc.
21 77 Hot Metal Street
Pittsburgh, PA 15203
gibbsr@ae.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Bag Bazaar, Ltd.
2 Accessory Exchange LLC

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7
8 **2. Section 3.5 Products:**

9 No Boundaries Pink Tote Handbag, SKU No. 0-47417-17685-0

10 No Boundaries "I Love Boys" Bitsy Handbag, SKU No. 0-47417-22670-8

11 Dereon Dazzle Satchel Handbag, SKU No. 047417-02087-0, Style No. 02087

12 XOXO Women's Red Hobo-Style Handbag, SKU No. 047417-52489-7, Style No. 52489

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$39,000

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$11,750

18 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$24,250

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Sam Sutton
23 Accessory Exchange LLC
24 1 E. 33rd Street, 6th Fl.
New York, NY 10016
sam.sutton@aeny.com

Michael J. Stiles
Stiles Law Group
225 S. Lake Avenue, 10th Fl.
Pasadena, CA 91101
mstiles@stileslawgroup.com

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1 **Settling Defendant(s):** Camuto Consulting Inc.
2 VCJS LLC erroneously sued as Camuto Group - VCJS LLC
Hot On Time LLC

3 **Affiliated Settling Defendants:** Vincent Camuto LLC
4 VCS Group LLC

5 **Affiliate Payment:** \$10,000

6 **1. Fashion Accessories Applicable to Defendant:**

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10

11 **2. Section 3.5 Products:**

12 Vince Camuto Hi Wedge Open Toe Sling Shoes, SKU No. 475-04-1330087

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$42,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$13,000

18 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$26,500

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Jeffrey Howald, CFO
23 Camuto Consulting Inc.
24 Camuto Group – VCJS LLC
Hot On Time LLC
25 411 W. Putnam Avenue
Greenwich, CT 06830
jeff.howald@camutogroup.com

26

27

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1 **Settling Defendant(s):** Coldwater Creek, Inc.
Coldwater Creek U.S. Inc.

2
3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7
8 **2. Section 3.5 Products:**

9 Green Slouchy Leather Hobo Handbag, SKU No. 019091784-090

10
11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment	\$45,500
13 Civil Penalty	\$1,000
14 Payment in Lieu of Civil Penalty	\$13,800
15 Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
16 Attorneys' Fees and Costs	\$28,700

17
18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Jeffrey B. Margulies
20 FULBRIGHT & JAWORSKI L.L.P.
21 555 South Flower Street, 41st Floor
Los Angeles, California 90071
jmargulies@fulbright.com

With a copy to:
John E. Hayes
Senior VP, General Counsel & Interim CFO
Coldwater Creek
One Coldwater Creek Drive
Sandpoint, ID 83864

22 Cindy Elliott
23 Elsaesser Jarzabek Anderson Marks
24 Elliott & McHugh
25 P.O. Box 1049
123 South Third Avenue
Sandpoint, ID 83864

1 **Settling Defendant(s):** Diesel U.S.A., Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 "Look...the lock" Philia Handbag in Green, SKU No. 8-033417-853572

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Antonella Gaudio
20 Diesel U.S.A., Inc.
21 220 W. 19th Street
New York, NY 10011
antonella_gaudio@diesel.com

Savalle C. Sims
Arent Fox LLP
1050 Connecticut Avenue NW
Washington, DC 20036
sims.savalle@arentfox.com

22

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28

1 **Settling Defendant(s):** DSW Shoe Warehouse, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Big Buddha Large Green Tote Bag, SKU No. 4-04100-91664-1

10 Urban Expressions Large Orange Tote Handbag, SKU No. 4-04900-13828-1

11 Poppie Jones Wallet, SKU No. 4-04200-38770-9

12 GUESS by Marciano Atomic Beach Mustard Handbag, SKU No. 758193053623

13 Jessica Simpson Lemon Handbag, SKU No. 639470-209158

14 Big Buddha Orange Bag, SKU No. 4-04100-91664-1

15 Steve Madden P-Heaven Shoes in Mustard, SKU No. 8-84902-27080-4

16

17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment \$39,000

19 Civil Penalty \$1,000

20 Payment in Lieu of Civil Penalty \$11,750

21 Contribution to Prop. 65 Fashion Accessory Testing Fund \$2,000

22 Attorneys' Fees and Costs \$24,250

23

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 William L. Jordan
26 Executive VP & General Counsel
27 810 DSW Drive
Columbus, OH 43219
BillJordan@dswinc.com

With copy to:
Ruth Hartman, Senior VP
810 DSW Drive
Columbus, OH 43219
RuthHartman@dswinc.com

28

1 **Settling Defendant(s):** eBags, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Ashley M Hobo Cadillac Handbag in Yellow, SKU No. G87311UB

10 Amici Accessories Paisley Handbag in Yellow and Grey, Item No. CL-589

11 Baekgaard Shoulder Handbag in Lemon and Caribbean Blue, SKU No. 8-44798-00160-9

12 Etienne Aigner Tucson Collection Top Zip Purse in Marigold, SKU No. 7-40027-15419-4

13 J. Furmani Studded Handbag in Yellow, Item No. OT-108, A2, YELLOW

14 DeGroot Sophie Envelope Clutch in Yellow

15 Perlina Deco Folded Clutch in Yellow, SKU No. 7-09752-15169-4

16 Madison Cristin Tall Tote in Yellow, Item No. MH84192B

17 Rolfs Luster Slim Wallet in Yellow, SKU No. 0-46891-40744-3

18 Hadaki Leather Scoop Pod in Orange, SKU No. 0-88161-13735-3

19 Necessary Objects Priya Foldover Handbag with Strap in Mustard, SKU No. 0-77979-86331-8

20

21 **3. Defendant's Settlement Payment and Allocation:**

22 Total Settlement Payment \$32,500

23 Civil Penalty \$1,000

24 Payment in Lieu of Civil Penalty \$9,700

25 Contribution to Prop. 65 Fashion Accessory Testing Fund \$2,000

26 Attorneys' Fees and Costs \$19,800

27

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1 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

2 Steve Neptune
3 VP of Financial Planning & Analysis
4 5500 Greenwood Plaza Blvd., #160
5 Greenwood Village, CO 80111
6 sneptune@eBags.com

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1 **Settling Defendant(s):** Express, LLC

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3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Express Brown Handbag, SKU No. 09069259

10 Brown Belt with Fray, SKU No. 09068195, Style No. 2002

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$48,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$14,700

16 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$30,300

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Colin Campbell
Express, LLC
21 One Limited Pkwy
Columbus, OH 4323
22 ccampbell@express.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Fantasia Accessories, Ltd.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Lulu NYC Red Handbag, SKU No. 0-43834-75646-0

10 Lulu NYC Mustard Bag, SKU No. 0-43834-78074-8

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$32,500

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$9,700

16 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$19,800

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Eddie Azar

President

21 31 West 34th Street

New York, NY 10001

22 eddie@fantasia.com

23

24

25

26

27

28

1 **Settling Defendant(s):** Forever 21 Retail, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Small Structured Handbag, SKU No. 5-79809-9502-1

10 Brown Handbag, SKU No. 4-6420-91802-1

11 Orange Wallet, SKU No. 4-9258-40204-1

12 Dressy High Heel Shoes in Yellow, SKU No. 56757688029

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$41,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$12,600

18 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$25,900

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Young Kwon, Esq.
23 General Counsel
24 2001 Alameda Street
Los Angeles, CA 90058
kwon@forever21.com

John Allen
Allen Matkins Leck Gamble Mallory & Natsis LLP
515 S. Figueroa Street, 9th Fl.
Los Angeles, CA 90071
jallen@allenmatkins.com

25

26

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28

1 **Settling Defendant(s):** Fossil, Inc.
2 Fossil Stores I, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7
8 **2. Section 3.5 Products:**

9 Relic Multi Meg Stripe Wallet, SKU No. 7-23765-06582-3

10 Relic SPR Breeze Checkbook Green Wallet, SKU No. 7-23765-09737-4

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$39,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$11,750

16 Contribution to Prop. 65 Fashion
17 Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$24,250

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 General Counsel
21 Fossil, Inc.
22 2280 N. Greenville Avenue
Richardson, TX 75082
legal@fossil.com

Robert Falk
Morrison & Foerster LLP
425 Market Street, 32nd Fl.
San Francisco, CA 94105
RFalk@MoFo.com

23

24

25

26

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28

1 **Settling Defendant(s):** Guess?, Inc.
2 Guess? Retail, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Guess? Yellow Handbag, SKU No. 758193010381

10 GUESS by Marciano Atomic Beach Mustard Handbag, SKU No. 758193053623

11 Gelato Mini Yellow Handbag, SKU No. 75819372430

12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$45,500

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$13,800

17 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$28,700

19

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Deborah S. Siegel
22 General Counsel
23 1444 S. Alameda Street
24 Los Angeles, CA 90021
25 deborsi@guess.com

Robert Falk
Morrison & Foerster LLP
425 Market Street, 32nd Fl.
San Francisco, CA 94105
RFalk@MoFo.com

26

27

28

1 **Settling Defendant(s):** J.C. Penney Corporation, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 St. Johns Bay Hobo Handbag in Yellow, SKU No. 1-03338-40501-01

10 Worthington Pirate Gold Double Pocket Tote Handbag, SKU No. 1-03381-20503-01

11 Liz & Co Maize Astor Handbag, SKU No. 0-98687-45420-9

12 Rosetti Yellow Clutch, SKU No. 7-91439-67524-1

13

14 **3. Defendant's Settlement Payment and Allocation:**

15 Total Settlement Payment \$32,500

16 Civil Penalty \$1,000

17 Payment in Lieu of Civil Penalty \$9,700

18 Contribution to Prop. 65 Fashion Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$19,800

20

21 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

22 Christine S. Son
23 J.C. Penney
24 6501 Legacy Drive, MS 1122
Plano, TX 75024
csson@jcpenney.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Jones Apparel Group, Inc.
2 JAG Footwear, Accessories and Retail Corporation, as
3 successor to Jones Retail Corporation and Nine West
Footwear Corporation

4 **Affiliated Settling Defendants:** Jones Apparel Group USA, Inc.
5 Jones Jeanswear Group, Inc.

6 **Affiliate Payment:** \$10,000

7 **1. Fashion Accessories Applicable to Defendant:**

8 Wallets, Handbags, Purses, Clutches and Totes

9 Belts

10 Footwear

11
12 **2. Section 3.5 Products:**

13 Nine & Co. Banana Glory Handbag, SKU No. 6-53872-11117-8

14 Nine & Co. Stem Glory Handbag, SKU No. 6-53872-11120-8

15 Nine West Large Moss Clutch, SKU No. 7-86130-27667-5

16 Anne Klein Red Wallet, SKU No. 840903046596

17 Bandolino Yellow Bag, SKU No. 0-33781-17488-2

18 Nine West Splash Yellow Uniquely Yours Handbag, SKU No. 7-86130-52899-6

19 Nine West Petite Pouchette, SKU No. 786130520204

20 Peacock11 Matte Bronze Shoes, SKU No. 0-29019-00969-9

21
22 **3. Defendant's Settlement Payment and Allocation:**

23 Total Settlement Payment \$58,000

24 Civil Penalty \$1,000

25 Payment in Lieu of Civil Penalty \$18,200

26 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

27 Attorneys' Fees and Costs \$36,800

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4. Person(s) to Receive Notices Pursuant to Section 8.1:

Beth Dorfsman Senior V.P. and Deputy General Counsel Jones Apparel Group, Inc. 1129 Westchester Avenue White Plains, NY 10604 Beth_Dorfsman@ninewest.com	Lisa Halko, Esq Greenberg Traurig, LLP 1201 K Street, Ste. 1100 Sacramento, CA 95814 HalkoL@gtlaw.com
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1 **Settling Defendant(s):** Kohl's Department Stores, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Nine & Co. Banana Glory Handbag, SKU No. 6-53872-11117-8

10 Nine & Co. Stem Glory Handbag, SKU No. 6-53872-11120-8

11 Lulu NYC Red Handbag, SKU No. 0-43834-75646-0

12 Dana Buchman Bedford Hobo Handbag, SKU No. 4-00899-33643-1

13 Apt. 9 Coral Trapezoid Handbag, SKU No. 4-00899-90940-6

14 Lulu NYC Mustard Bag, SKU No. 0-43834-78074-8

15 Daisy Fuentes Foldover Handbag, SKU No. 7-62670-64485-3

16 Apt. 9 Magnetized Handbag, SKU No. 4-00898-36487-9

17 Sonoma Green Checkbook Wallet, SKU No. 027735038849

18 Relic Multi Meg Stripe Wallet, SKU No. 7-23765-06582-3

19 Relic SPR Breeze Checkbook Green Wallet, SKU No. 7-23765-09737-4

20 Candie's Handbag in Mustard, SKU No. 8-43409-02210-1

21

22 **3. Defendant's Settlement Payment and Allocation:**

23 Total Settlement Payment \$45,500

24 Civil Penalty \$1,000

25 Payment in Lieu of Civil Penalty \$13,800

26 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

27 Attorneys' Fees and Costs \$28,700

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4. Person(s) to Receive Notices Pursuant to Section 8.1:

General Counsel
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051

With a copy to:
Jeffrey B. Margulies
FULBRIGHT & JAWORSKI L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, California 90071
jmarginulies@fulbright.com

1 **Settling Defendant(s):** Limited Stores, LLC

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow Handbag, SKU No. 12032820

10 Yellow Clutch, SKU No. 12033667

11 Yellow Belt, SKU No. 10052239

12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$48,000

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$14,700

17 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$30,300

19

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Marla Goins-Hipsher
The Limited
22 7775 Walton Pkwy, 4th Fl.
New Albany, OH 43054
23 mgoins-hipsher@thelimited.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Liz Claiborne, Inc.
2 Juicy Couture, Inc.
3 Kate Spade LLC
4 **Affiliated Settling Defendant:** Lucky Brand Dungarees, Inc.
5 **Affiliate Payment:** \$8,000

6 **1. Fashion Accessories Applicable to Defendant:**

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10
11 **2. Section 3.5 Products:**

12 Dana Buchman Bedford Hobo Handbag, SKU No. 4-00899-33643-1

13 Liz & Co Maize Astor Handbag, SKU No. 0-98687-45420-9

14 Kate Spade Mikkel Handbag in Dijon, SKU No. 0-98687-55785-6

15 Juicy Couture Kipper Sunflower Soft Vacchetta Shoes in Yellow, SKU No. 640819176345

16
17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment \$56,000

19 Civil Penalty \$1,000

20 Payment in Lieu of Civil Penalty \$17,500

21 Contribution to Prop. 65 Fashion \$2,000
22 Accessory Testing Fund

23 Attorneys' Fees and Costs \$35,500

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 Roger Assad
26 VP and Deputy General Counsel
27 Liz Claiborne, Inc.
28 1 Claiborne Avenue
North Bergen, NJ 07047
roger_assad@liz.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

1 **Settling Defendant(s):** Macy's Inc.
2 Macy's Department Stores, Inc.
3 Bloomingdale's, Inc.

4 **1. Fashion Accessories Applicable to Defendant:**

5 Wallets, Handbags, Purses, Clutches and Totes

6 Belts

7 Footwear

8
9 **2. Section 3.5 Products:**

10 Giani Bernini Marigold Handbag, SKU No. 7-47542-17858-2

11 Guess? Yellow Handbag, SKU No. 758193010381

12 Steve Madden Yellow Bunny Hobo Handbag, SKU No. 7-62670-70638-4

13 Chinese Laundry Yellow Purse, SKU No. 8-43409-01740-4

14 Nine West Large Moss Clutch, SKU No. 7-86130-27667-5

15 Roxy Glam Bam Satchel, Item No. 452H50 XA273 YEL

16 Kathy Van Zeeland Disco Daisy A-Line Tote Handbag, SKU No. 8-46524-12535-1

17 Nine West Splash Yellow Uniquely Yours Handbag, SKU No. 7-86130-52899-6

18 Gelato Mini Yellow Handbag, SKU No. 75819372430

19 Nine West Petite Pouchette, SKU No. 786130520204

20 Charter Club Wallet, SKU No. 77979491245

21 Hobo International Wallet, SKU No. 6-04599-08401-6

22 MICHAEL Michael Kors Yellow Clutch, SKU No. 8-84485-17284-7

23 Tory Burch Yellow SM Patent Cosmetic Handbag, SKU No. 8-84089-82224-7

24 Jill Stuart Lemon Dorothea Bag, SKU No. 8-42902-03440-6

25 Hobo International Belt in Red, SKU No. 604599308150

26 Betseyville by Betsey Johnson Shoes in Red, SKU No. 7-49908-00674-4

27

28

1 **3. Defendant's Settlement Payment and Allocation:**

2	Total Settlement Payment	\$45,500
3	Civil Penalty	\$1,000
4	Payment in Lieu of Civil Penalty	\$13,800
5	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
6	Attorneys' Fees and Costs	\$28,700

8 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

9	Christine Brandt	With a copy to:
10	Macy's, Inc.	Jeffrey B. Margulies
11	Law Department	FULBRIGHT & JAWORSKI L.L.P.
12	22 4 th Street, 3 rd Fl.	555 S. Flower Street, 41st Fl.
13	San Francisco, CA 94103	Los Angeles, California 90071
14	christine.brandt@macys.com	jmargulies@fulbright.com

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1 **Settling Defendant(s):** Mango NY, Inc.
2 Distex, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7
8 **2. Section 3.5 Products:**

9 Chartreuse MNG Bag, SKU No. 8-427907-454408

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion
16 Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$28,700

18

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Jaume Passarell
20 Mango Punto Fa, S.L.
21 Mercadera, 9-11
22 Poligono Industrial Riera de Caldes
23 Apartado de Correo 280
24 08184 Paula-Solitai Plegamans,
25 SPAIN
26 jaume.passarell@mango.com

Jay Connolly
Seyfarth Shaw LLP
560 Mission Street, Ste. 3100
San Francisco, CA 94105
jconnolly@seyfarth.com

27

28

1 **Settling Defendant(s):** Metropark USA, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Grey/Red/Black Hobo Handbag, SKU No. 4-02501-01143-9

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$28,700

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Efthimios P. Sotos
20 Metropark USA, Inc.
21 532 Coral Ridge Place
City of Industry, CA 91746
jjohnson@metroparkusa.com

With a copy to:
Jeffrey B. Margulies
FULBRIGHT & JAWORSKI L.L.P.
555 S. Flower Street, 41st Fl.
Los Angeles, California 90071
jmargulies@fulbright.com

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1 **Settling Defendant(s):** Michael Kors (USA), Inc,
2 Michael Kors Stores (California), Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 MICHAEL Michael Kors Yellow Clutch, SKU No. 8-84485-17284-7

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$13,800

15 Contribution to Prop. 65 Fashion
16 Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$28,700

18

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Lee Sporn
20 Michael Kors
21 11 W. 42nd Street
New York, NY 10036
lee.sporn@michaelkors.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

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Settling Defendant(s): Mondani Handbags & Accessories, Inc.

1. Fashion Accessories Applicable to Defendant:

- Wallets, Handbags, Purses, Clutches and Totes
- Belts
- Footwear

2. Section 3.5 Products:

Emilie M. Orange Purse, SKU No. 6-05398-18561-4

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$32,500
Civil Penalty	\$1,000
Payment in Lieu of Civil Penalty	\$9,700
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$19,800

4. Person(s) to Receive Notices Pursuant to Section 8.1:

Bob Dreyling Mondani Handbags 320 5 th Avenue, Rm. 900 New York, NY 10001 bdreyling@mondani.com	Lisa Halko, Esq. Greenberg Traurig, LLP 1201 K Street, Ste. 1100 Sacramento, CA 95814 HalkoL@gtlaw.com
------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

1 **Settling Defendant(s):** Pacific Worldwide, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 No Boundaries Green Wristlet, SKU No. 8-84536-00090-7

10 No Boundaries Yellow Wristlet, SKU No. 8-84536-00087-7

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$32,500

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$9,700

16 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

17

18 Attorneys' Fees and Costs \$19,800

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Martin Terzian
20 W. 33rd Street, 11th Fl.
21 New York, NY 10001
22 mt@pacificworldwide.com

Vano I. Haroutunian
Ballou Stoll Bader & Nadler, P.C.
729 7th Avenue, 17th Fl.
New York, NY 10019
vharoutunian@ballonstoll.com

23

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1 **Settling Defendant(s):** Phillips-Van Heusen Corporation
2 Calvin Klein, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Bass Handbag in Red, SKU No. 4-07841-20016-1

10 Calvin Klein Liquid Leather Woven Wristlet Clutch in Tangerine, SKU No. 0-93177-08310-5

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$45,500

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$13,800

16 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$28,700

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 Mark D. Fischer, Esq.
21 Vice President, General Counsel, Secretary
22 Phillips-Van Heusen Corporation
200 Madison Ave. New York, NY 10016
markfischer@pvh.com

Michael J. Steel
Partner, Morrison & Foerster LLP
425 Market Street, 32d Fl.
San Francisco, CA 94105
msteel@mfo.com

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25

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1 **Settling Defendant(s):** Ray Enterprises Of Chesapeake Walk, Inc. dba Hobo International

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Hobo International Wallet, SKU No. 6-04599-08401-6

10 Hobo International Belt, Style No. 56009

11

12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$39,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$11,750

16 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

17

18 Attorneys' Fees and Costs \$24,250

18

19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 David Brewer
21 Ray Enterprises Of Chesapeake
22 Walk, Inc. dba Hobo International
23 1819 Bay Ridge Avenue, Suite 440
24 Annapolis, MD 21403
25 dbrewer@hobobags.com

Lisa Halko, Esq.
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

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1 **Settling Defendant(s):** Rosetti Handbags and Accessories, Ltd.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4

X Wallets, Handbags, Purses, Clutches and Totes

5

6 **2. Section 3.5 Products:**

7

Rosetti Yellow Clutch, SKU No. 7-91439-67524-1

8

Rosetti Large Yellow Purse, SKU No. 400040213598

9

Rosetti Women's Orange Handbag, SKU No. 7-91439-67552-4

10

Franco Sarto Palm Spring Handbag, Canary SKU No. 8-26894-07754-2

11

Franco Sarto Palm Spring Handbag, Lime SKU No. 8-26894-077566.

12

Rosetti Glenmore Handbag style no 36050 (SKU 069131-0833)

13

Rosetti Grass Power Play Handbag (UPC 791439746682)

14

Rosetti Green Purse (UPC/EAN 791439750085)

15

Rosetti Mustard Fiona Hobo (UPC/EAN 791439756636)

16

Rosetti Mustard Handbag (UPC/EAN 791439754212)

17

Rosetti Mustard Mini Top Zip (UPC/EAN 791439756827)

18

Rosetti Yellow Handbag (UPC/EAN 791439729845)

19

Rosetti Yellow Wallet (UPC/EAN 791439675166)

20

Linear Green Handbag (UPC/EAN 791439735303)

21

Linear Green Handbag (UPC/EAN 791439732692)

22

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1 **3. Defendant's Settlement Payment and Allocation:**

2	Total Settlement Payment	\$32,500
3	Civil Penalty	\$1,000
4	Payment in Lieu of Civil Penalty	\$9,700
5		
6	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
7	Attorneys' Fees and Costs	\$19,800

8
9 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

10	Jane Thompson 1333 Broadway, 8 th Fl. New York, NY 10018 jane.thompson@rosetti.com	Robert Smits Salans LLP Rockefeller Center 620 5 th Avenue New York, NY 10020 rsmits@salans.com
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1 **Settling Defendant(s):** Saks Incorporated
2 Saks & Company
3 SCCA Store Holdings, Inc.
4 Saks Direct, LLC

4 **1. Fashion Accessories Applicable to Defendant:**

5 X Wallets, Handbags, Purses, Clutches and Totes

6 X Belts

7 X Footwear

8

9 **2. Section 3.5 Products:**

10 Elliott Lucca Poppy Pat Handbag, SKU No. 7-11640-28606-7

11 Marc by Marc Jacobs Cherry Patent Leather Handbag, SKU No. 8-83936-12763-4

12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$45,500

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$13,800

17 Contribution to Prop. 65 Fashion
18 Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$28,700

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Meredith Fogel, Esq.
22 Assistant General Counsel
23 12 E. 49th Street
New York, NY 10017
meredith-fogel@s5a.com

Judith Praitis, Esq.
Sidley Austin LLP
555 W. 5th Street, 40th Fl.
Los Angeles, CA 90013
jpraitis@sidley.com

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1 **Settling Defendant(s):** San Diego Hat Company

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Red Handbag, SKU No.8-07928-04600-0

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Courtney Bush, President
San Diego Hat Company
20 2793 Loker Ave.
Carlsbad, CA 92010
21 courtney@sandiegohat.com

Lisa Halko, Esq.
Greenberg Traurig LLP
1201 K Street, Ste 1100
Sacramento, CA 95814
HalkoL@GTLaw.com

22 Stephen K. Henderson
1150 Silverado Street, Suite 206
23 La Jolla, CA 92037
(858) 459-4027
24 shender704@aol.com

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1 **Settling Defendant(s):** Sanrio, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Hello Kitty Gold Wallet, SKU No. 4-901610-198353

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Doreen Lee
20 Merchandise Control Manager
Sanrio, Inc.
21 570 Eccles Avenue
South San Francisco, CA 94080
dlee@sanrio.com

Robert Falk
Outside Counsel
Morrison & Foerster LLP
425 Market Street, 32nd Fl.
San Francisco, CA 94105
RFalk@MoFo.com

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1 **Settling Defendant(s):** Sears, Roebuck and Co.
2 Kmart Corporation

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Cul-de-Sac Yellow Front Zip Handbag, SKU No. 7-67014-63664-8

10 Rosetti Womens Orange Handbag, SKU No. 7-91439-67552-4

11 Attention Hobo Handbag, SKU No. 7-62670-67633-5

12 Piper & Blue Hobo Handbag, SKU No. 8-84536-00203-1

13 Route 66 Brown Belt, SKU No. 7-62670-72600-9

14 Apostrophe TIPPY Sandals in Yellow, SKU No. 6-77948-10103-0

15 Route 66 Wendy Shoes in Yellow, SKU No. 7-08931-19522-1

16

17 **3. Defendant's Settlement Payment and Allocation:**

18 Total Settlement Payment \$48,000

19 Civil Penalty \$1,000

20 Payment in Lieu of Civil Penalty \$14,700

21 Contribution to Prop. 65 Fashion
22 Accessory Testing Fund \$2,000

23 Attorneys' Fees and Costs \$30,300

24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 Mary Elizabeth Tortorice
26 Vice President & Deputy General Counsel
27 Sears Holdings Management Corporation
3333 Beverly Road
Hoffman Estates, IL 60192

Michael J. Steel
Partner, Morrison & Foerster LLP
425 Market Street, 35th Fl.
San Francisco, CA 94105
msteel@MoFo.com

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1 **Settling Defendant(s):** Steven Madden Ltd.
2 Steven Madden Retail, Inc.

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7
8 **2. Section 3.5 Products:**

9 Steve Madden Yellow Bunny Hobo Handbag, SKU No. 7-62670-70638-4

10 W-Studs Cognac Small Belt, SKU No. 7-62670-74136-1

11 Steve Madden Yellow Belt, SKU No. 7-62670-74694-6

12 Steve Madden P-Heaven Shoes in Mustard, SKU No. 8-84902-27080-4

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$48,000

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$14,700

17 Contribution to Prop. 65 Fashion
18 Accessory Testing Fund \$2,000

19 Attorneys' Fees and Costs \$30,300

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Scot Wilson
22 Shareholder
23 Call, Jensen & Ferrell
24 610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
swilson@calljensen.com

25

26

27

28

1 **Settling Defendant(s):** Target Corporation

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Xhilaration Yellow Tote Handbag, SKU No. 4-90240-91002-1

10 Xhilaration Yellow Clutch, SKU No. 4-90240-90859-2

11 Merona Hinge Bone clutch, SKU No. 4-90240-81333-9

12 Xhilaration Blue Clutch, SKU No. 4-90240-90860-8

13 Mossimo Orange Solid Clutch, SKU No. 4-90240-11070-4

14 Merona Green Check Clutch, Item No. RT286

15 Xhilaration Yellow Handbag, SKU No. 4-90240-92726-5

16 Xhilaration Yellow Wallet, SKU No. 4-90240-81406-0

17 Xhilaration Green Wallet, SKU No. 4-90240-93302-0

18 Merona Orange Belt, SKU No. 4-90610-60513-7

19

20 **3. Defendant's Settlement Payment and Allocation:**

21 Total Settlement Payment \$45,500

22 Civil Penalty \$1,000

23 Payment in Lieu of Civil Penalty \$13,800

24 Contribution to Prop. 65 Fashion Accessory Testing Fund \$2,000

25 Attorneys' Fees and Costs \$28,700

26

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1 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

2 Jeffrey B. Margulies
3 FULBRIGHT & JAWORSKI L.L.P.
4 555 S. Flower Street, 41st Fl.
5 Los Angeles, CA 90071
6 jmargulies@fulbright.com

With a copy to:
Tim Baer
General Counsel
Target Corporation
1000 Nicollet Mall
TPS-3255
Minneapolis, MN 55403

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1 **Settling Defendant(s):** The Dress Barn, Inc.
2 **Affiliated Settling Defendant:** Maurices Incorporated
3 **Affiliate Payment:** \$8,000
4

5 **1. Fashion Accessories Applicable to Defendant:**

6 Wallets, Handbags, Purses, Clutches and Totes

7 Belts

8 Footwear
9

10 **2. Section 3.5 Products:**

11 Drawstring Handbag in Olive, SKU No. 063417090011
12

13 **3. Defendant's Settlement Payment and Allocation:**

14 Total Settlement Payment \$53,500

15 Civil Penalty \$1,000

16 Payment in Lieu of Civil Penalty \$16,700

17 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

18 Attorneys' Fees and Costs \$33,800
19

20 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

21 Gene Wexler
22 General Counsel
30 Dunningan Drive
Suffren, NY 10901
23 Gene.Wexler@dressbarn.com

Robert Falk
Morrison & Foerster LLP
425 Market St., 32nd Floor
San Francisco, CA 94105
Rfalk@Mofomo.com

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1 **Settling Defendant(s):** The TJX Companies, Inc.
T.J. Maxx of CA, LLC

2
3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7
8 **2. Section 3.5 Products:**

9 Bonita Bags Yellow Purse, SKU No. 6-11566-88723-5

10 Mirror Mirror Green Handbag, SKU No. 7-67014-11747-5

11 LineaR Green Purse, SKU No. 7-91439-74661-3

12 Emilie M. Orange Purse, SKU No. 6-05398-18561-4

13 Volcom Belt in Green and Blue, SKU No. 59-9089-398889-000799-22-2

14
15 **3. Defendant's Settlement Payment and Allocation:**

16 Total Settlement Payment \$39,000

17 Civil Penalty \$1,000

18 Payment in Lieu of Civil Penalty \$11,750

19 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

20 Attorneys' Fees and Costs \$24,250

21
22 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

23 General Counsel
TJX Companies, Inc.
24 770 Cochituate Road
Framingham, MA 01701

With a copy to:
Jeffrey B. Margulies
FULBRIGHT & JAWORSKI L.L.P.
555 S. Flower Street, 41st Fl.
Los Angeles, CA 90071
jmargin@fulbright.com

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1 **Settling Defendant(s):** Urban Brands, Inc.
Ashley Stewart Ltd.

2
3 **1. Fashion Accessories Applicable to Defendant:**

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7
8 **2. Section 3.5 Products:**

9 Ashley Stewart Olive Tote Handbag, SKU No. 4-02005-94691-6

10 Ashley Stewart Belt in Black & Orange, SKU No. 4-02006-36251-7

11
12 **3. Defendant's Settlement Payment and Allocation:**

13 Total Settlement Payment \$48,000

14 Civil Penalty \$1,000

15 Payment in Lieu of Civil Penalty \$14,700

16 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

17 Attorneys' Fees and Costs \$30,300

18
19 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

20 James Munisteri
21 Gardere Wynne Sewell, LLP
22 1000 Louisiana, Ste. 3400
Houston, TX 77000-5011
jmunisteri@gardere.com

Michael Abate
VP of Finance/Treasurer
Urban Brands, Inc.
100 Metro Way
Secaucus, NJ 07094
mabate@urbanbrands.com

23

24

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1 **Settling Defendant(s):** Victoria's Secret Direct Brand Management, LLC
Victoria's Secret Stores, LLC

2
3 **Affiliated Settling Defendants:** Bath & Body Works Direct, Inc.
Bath & Body Works LLC
4 Henri Bendel, Inc.

5 **Affiliate Payment:** \$10,000

6 **1. Fashion Accessories Applicable to Defendant:**

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10

11 **2. Section 3.5 Products:**

12 PINK Accessories Handbag in Yellow/Green, SKU No. 09285858

13 PINK Handbag in Green, SKU No. 09285858

14

15 **3. Defendant's Settlement Payment and Allocation:**

16 Total Settlement Payment \$55,500

17 Civil Penalty \$1,000

18 Payment in Lieu of Civil Penalty \$17,300

19 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

20 Attorneys' Fees and Costs \$35,200

21

22 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

23 Lisa Halko, Esq.
24 Greenberg Traurig, LLP
25 1201 K Street, Ste. 1100
Sacramento, CA 95814
HalkoL@gtlaw.com

26

27

28

1 **Settling Defendant(s):** Viewmark USA, Inc.

2

3 **1. Fashion Accessories Applicable to Defendant:**

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Chinese Laundry Yellow Purse, SKU No. 8-43409-01740-4

10

11 **3. Defendant's Settlement Payment and Allocation:**

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

14 Payment in Lieu of Civil Penalty \$9,700

15 Contribution to Prop. 65 Fashion
Accessory Testing Fund \$2,000

16 Attorneys' Fees and Costs \$19,800

17

18 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

19 Martin Rakovitch, President
Viewmark USA, Inc.
20 40B Cotters Lane
E. Brunswick, NJ 08816

Dennis Raglin
Stephanie Sheridan
Sedgwick, Detert, Morgan & Arnold LLP
One Market Plaza, Steuart Tower, 8th Fl.
San Francisco, CA 94105

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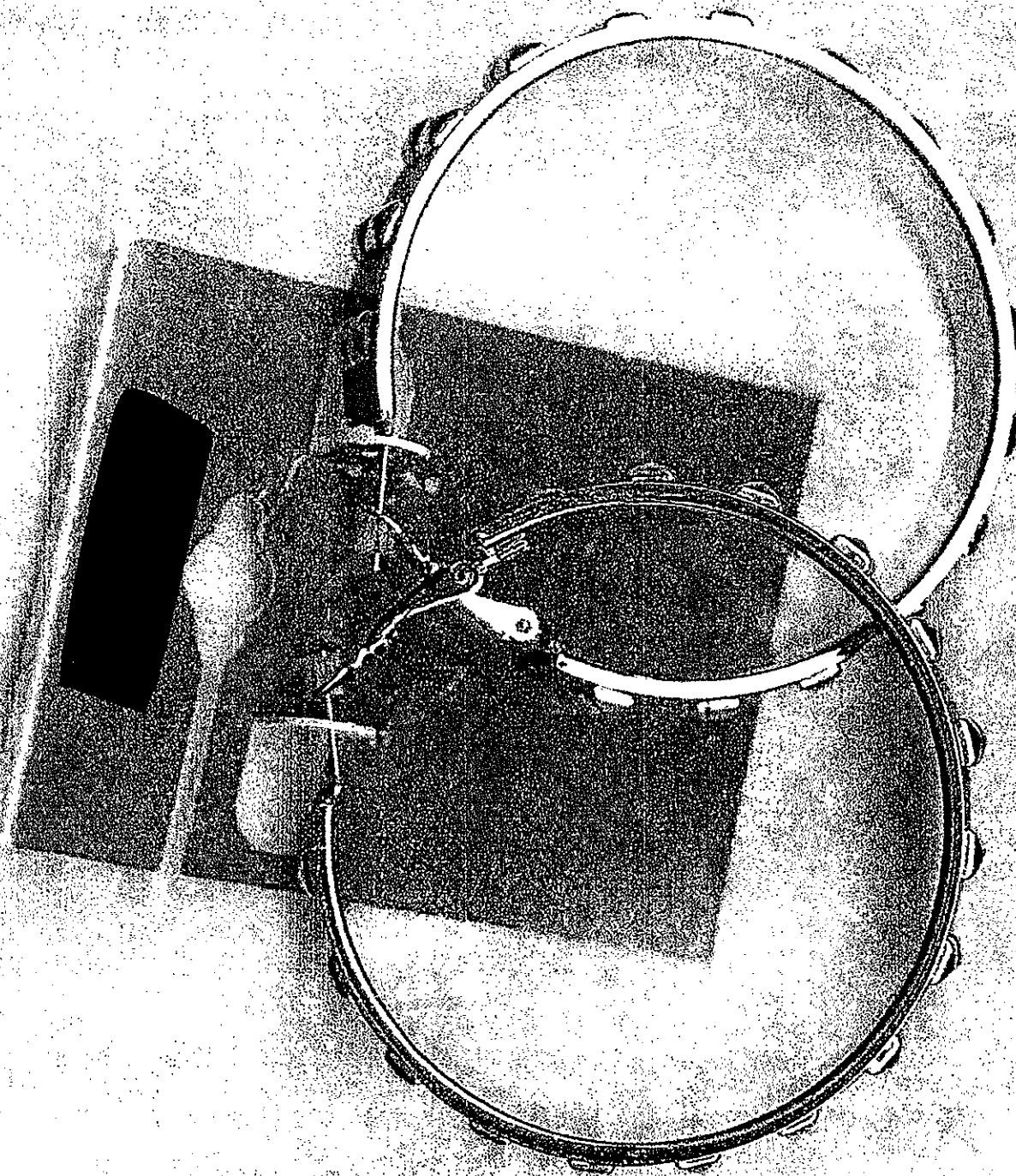
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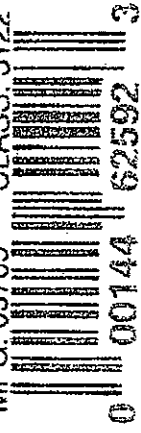
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EXHIBIT B



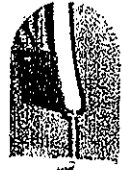
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SEAR WK: 22 STYLE: 9688
MFG: 05769 CLASS: 3122



\$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

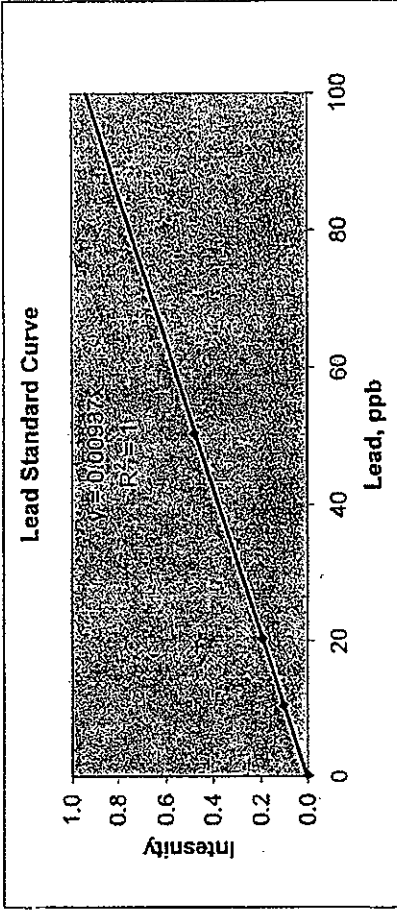
cc: Patrick Manning, Accounting

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

Lead

Client: Centereh
 Project No.: CL1405-61
 Analysis Date: 9/23/2009
 Analyst: C.Ng
 Method: CM5013.1
 QC data with: CL1405-60.CEH



Standards		
Internal std	analyte Intensity	Conc (ppb)
154D801	289	0.2
1519494	157023	10.38
1531282	298037	20.3
1539419	735139	50.37
1567844	1471950	100.57

NIST Values	19.89
NFL NIST Range:	19.50 ± 1.90
NIST Range:	19.63 ± 0.21

Instrument: Perkin Elmer Elan 9000 ICP-MS
 Plasma: Argon
 Run Time: 1min 20 sec per sample
 Isotopes: Pb 206, Pb207, Pb 208
 Standards: 1029G-14-01, 1029G-14-02
1029G-14-03, 1029G-14-04,
 Internal Standard: 1033B-01-04

Regression	
slope	0.00937
y-intercept	0

Conc. Spike (ppm)	Spike Amt. (µl)	Spike Level (ppb)	Smp Weight (g)	Final Volume (ml)	Conc. ppb	% Recovery
NA	NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA	NA

Sample Number	CEH ID	Description	Weight, g	Volume, ml	Dilution Factor	ng/g	ppm of Lead	MDL
blank		MV blank	0.10	50		31.92		
AE10383	JC11463b	earrings (black faux leather on hoops)	0.0520	50	200	20709.51	4141	0.010 ppm

Sample Calc: ppm = (ng/g calculated by instrument * dilution factor) / 1000