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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)	Lead Case No. RG-09-459448
)	
Plaintiff,)	(Consolidated with Case Nos. RG-10-
)	494289, RG-10-494513, and RG-10-
v.)	494517)
)	
LULU NYC LLC, et al.,)	AMENDED CONSENT JUDGMENT
)	[PROPOSED]
Defendants.)	
)	
_____)	
AND CONSOLIDATED CASES.)	
_____)	

This Amended Consent Judgment (the "Consent Judgment") supersedes the Consent Judgment entered in these consolidated cases on March 1, 2011, and is entered by the Court pursuant to the Order Approving Opt-In Procedure and Future Amendment of Consent Judgment, filed and entered on March 1, 2011. The Amended Consent Judgment reflects the addition of parties as Opt-In Settling Defendants.

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

6 1.3 “Effective Date” means: (i) as to Initial Settling Defendants, March 1, 2011; or
7 (ii) as to Opt-In Settling Defendants, the date on which this Amended Consent Judgment is
8 entered by the Court.

9 1.4 “Fashion Accessories” means: (i) wallets, handbags, purses, and clutches; (ii)
10 belts; (iii) footwear; provided, however, that the terms of this Consent Judgment apply to each
11 Settling Defendant only as to those Fashion Accessories designated for that Settling Defendant on
12 Exhibit A.

13 1.5 “Initial Settling Defendants” means the defendants that were party to the
14 original Consent Judgment entered in these consolidated cases on March 1, 2011.

15 1.6 “Lead Limits” means the maximum concentrations of lead and lead
16 compounds (“Lead”) by weight specified in Section 3.2.

17 1.7 “Manufactured” and “Manufactures” have the meaning defined in Section
18 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)],¹ as amended
19 from time to time.

20 1.8 “Non-Suspect Materials” means natural materials other than leather that have
21 been determined not to exceed lead limits for children’s products by the final rule of the
22 Consumer Product Safety Commission set forth at 16 C.F.R. § 1500.91(d) and (e), as it exists on
23 June 1, 2010.

24 1.9 “Opt-In Settling Defendants” means the defendants that joined this Consent
25 Judgment pursuant to procedure established in the Order Approving Opt-In Procedure and Future
26 Amendment of Consent Judgment, entered on March 1, 2011.

27 _____
28 ¹ As of March 1, 2011, the term “Manufactured” and “Manufactures” means to
manufacture, produce, or assemble.

1 1.10 “Private Label Covered Product” means a Fashion Accessory that bears a
2 private label where (i) the product (or its container) is labeled with the brand or trademark of a
3 person other than a manufacturer of the product, (ii) the person with whose brand or trademark
4 the product (or container) is labeled has authorized or caused the product to be so labeled, and
5 (iii) the brand or trademark of a manufacturer of such product does not appear on such label.

6 1.11 “Private Labeler” means an owner or licensee of a brand or trademark on the
7 label of a consumer product which bears a private label; provided, however, that a Settling
8 Defendant is not a Private Labeler due solely to the fact that its name, brand or trademark is
9 visible on a sign or on the price tag of a Fashion Accessory that is not labeled with a third party’s
10 brand or trademark.

11 1.12 “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R. §
12 1303.2(b)², as amended from time to time.

13 1.13 “Vendor” means a person or entity that Manufactures, imports, distributes, or
14 supplies a Fashion Accessory to a Settling Defendant, and that is not itself a Settling Defendant.

15 **2. INTRODUCTION**

16 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
17 Environmental Health (“CEH”) and the Initial Settling Defendants and the Opt-In Settling
18 Defendants that are also listed on Exhibit A (collectively, the “Settling Defendants”).

19 2.2 Commencing in April 2009, the CEH served multiple 60-Day Notices of
20 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,
21 California Health & Safety Code §§ 25249.5, *et seq.*), alleging that the entities named in those
22 notices violated Proposition 65 by exposing persons to lead contained in wallets, handbags,
23 purses, clutches, belts and footwear, without first providing a clear and reasonable Proposition 65
24 warning.

25 ² As of March 1, 2011, “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 2.3 Each Settling Defendant manufactures, distributes or offers Fashion
2 Accessories for sale in the State of California or has done so in the past.

3 2.4 Each Settling Defendant represents that as of the date it executes this Consent
4 Judgment: (a) no public enforcer is diligently prosecuting an action related to lead in its Fashion
5 Accessories; and (b) it does not have a pending 60-Day Notice of Violation of Proposition 65 as
6 to lead in its Fashion Accessories (as defined below) from any entity that predates the 60-Day
7 Notice of Violation of Proposition 65 issued by CEH for lead in such Fashion Accessories.
8 “Pending” in the prior sentence means that such 60-Day Notice has not been withdrawn, resolved
9 by judgment or resolved by settlement agreement.

10 2.5 On June 24, 2009 CEH filed the action entitled *CEH v. LuLu NYC LLC, et al.*,
11 Case No. RG 09-459448, in the Superior Court of California for Alameda County, alleging
12 Proposition 65 violations as to wallets, handbags, purses, and clutches. On or about January 15,
13 2010, CEH filed its First Amended Complaint, and also filed the following new actions alleging
14 Proposition 65 violations as to lead in Fashion Accessories: *CEH v. Ashley Stewart Ltd., et al.*,
15 Alameda County Superior Court Case No. RG 10-494289; *CEH v. Zappos.com, Inc., et al.*,
16 Alameda County Superior Court Case No. RG 10-494513; and *CEH v. Bag Bazaar, Ltd., et al.*,
17 Alameda County Superior Court Case No. RG 10-494517. On March 3, 2010, the Court
18 consolidated the four actions for pre-trial purposes under Lead Case No. RG 09-459448.

19 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this
20 Court has jurisdiction over the allegations of violations contained in the operative Complaint
21 applicable to each Settling Defendant (the “Complaint”) and personal jurisdiction over each
22 Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of
23 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

24 2.7 Nothing in this Consent Judgment is or shall be construed as an admission by
25 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
26 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
27 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
28 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any

1 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
2 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
3 this action.

4 **3. INJUNCTIVE RELIEF**

5 3.1 **Specification Compliance Date.** To the extent it has not already done so, no
6 more than 30 days after the Effective Date, each Settling Defendant shall provide the Lead Limits
7 to its Vendors of Fashion Accessories that will be sold or offered for sale to California consumers
8 and shall instruct each Vendor to use reasonable efforts to provide Fashion Accessories that
9 comply with the Lead Limits on a nationwide basis. This Section 3.1 is not applicable with
10 respect to Non-Suspect Materials.

11 3.2 **Lead Limits.**

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

15 3.2.1 Commencing on the Effective Date, Paint or other Surface Coatings on
16 Accessible Components: 90 parts per million ("ppm").

17 3.2.2 Commencing on the Effective Date, leather (including composited leather)
18 Accessible Components: 600 ppm; and commencing on December 1, 2011: 300 ppm. In
19 the alternative, Covered Products containing multiple patches of different scrap leathers
20 may be sold with a clear and reasonable warning provided pursuant to the requirements of
21 Section 3.4.

22 3.2.3 Commencing on the Effective Date, polyvinyl chloride ("PVC")
23 Accessible Components: 300 ppm, and commencing on December 1, 2011, PVC
24 Accessible Components: 200 ppm.

25 3.2.4 Commencing on the Effective Date, for all other Accessible Components
26 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones:
27 300 ppm.

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1 3.3 **Final Retail Compliance Date.** Commencing on December 1, 2011, a
2 Settling Defendant shall not sell or offer for sale in California any Covered Product that exceeds
3 the Lead Limits specified in Section 3.2 as being effective on the Effective Date. Commencing
4 on December 1, 2012, a Settling Defendant shall not sell or offer for sale in California any
5 Covered Product that exceeds the Lead Limits specified in Section 3.2 as being effective
6 December 1, 2011. For purposes of this Section 3.3, when a Settling Defendant's direct customer
7 sells or offers for sale to California consumers a Covered Product after the applicable Final Retail
8 Compliance Date, the Settling Defendant is deemed to "offer for sale in California" that Covered
9 Product.

10 3.4 **Warnings for Covered Products.**

11 3.4.1 **Interim Warning Option.** A Covered Product purchased, imported or
12 Manufactured by a Settling Defendant before the Effective Date, may, as an alternative to
13 meeting the Lead Limits, be sold or offered for retail sale in California after December 1,
14 2011, with a Clear and Reasonable Warning that complies with the provisions of Section
15 3.4.2.

16 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
17 Consent Judgment shall state either:

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

21 Or

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

25 This statement shall be prominently displayed on the Covered Product or the packaging of
26 the Covered Product with such conspicuousness, as compared with other words,
27 statements or designs as to render it likely to be read and understood by an ordinary
28 individual prior to sale. For internet, catalog or any other sale where the consumer is not

1 physically present and cannot see a warning displayed on the Covered Product or the
2 packaging of the Covered Product prior to purchase or payment, the warning statement
3 shall be displayed in such a manner that it is likely to be read and understood prior to the
4 authorization of or actual payment.

5 **3.5 Action Regarding Specific Products.**

6 3.5.1 On or before the Effective Date, each Settling Defendant shall (i) cease
7 selling the specific products (if any) identified as Section 3.5 Products next to its name on
8 Exhibit A (the "Section 3.5 Products") in California, (ii) cease shipping the Section 3.5
9 Products to any of its customers that resell the Section 3.5 Products in California, and (iii)
10 send instructions to its customers that resell the Section 3.5 Products in California
11 instructing them either to (a) return all the Section 3.5 Products to the Settling Defendant
12 for destruction; or (b) directly destroy the Section 3.5 Products; or (c) sell the Section 3.5
13 Products with a Clear and Reasonable Warning that complies with the provisions of
14 Section 3.4.2.

15 3.5.2 Any destruction of Section 3.5 Products shall be in compliance with all
16 applicable laws.

17 3.5.3 Within sixty days of the Effective Date, each Settling Defendant shall
18 provide CEH with written certification from the Settling Defendant confirming
19 compliance with the requirements of this Section 3.5.

20 **3.6 Deadlines for Belts and Footwear.** Each of the dates set forth in Sections
21 3.2, 3.3 and 3.4 is extended by one year with respect to Covered Products that are belts or
22 footwear.

23 **4. ENFORCEMENT**

24 4.1 Any Party may, after meeting and conferring, by motion or application for an
25 order to show cause before this Court, enforce the terms and conditions contained in this Consent
26 Judgment. Enforcement of the terms and conditions of Section 3.2 and 3.3 of this Consent
27 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

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1 4.2 Within 30 days after the Effective Date, each Settling Defendant shall notify
2 CEH of a means sufficient to allow CEH to identify Covered Products supplied or offered by that
3 Settling Defendant on or after that date, for example, a unique brand name or characteristic
4 system of product numbering or labeling. Upon written request by CEH, but no more than once
5 in any calendar year, Settling Defendants shall, within 30 days of receiving a request from CEH,
6 update the information provided to CEH pursuant to this Section 4.2 by notifying CEH of a
7 means sufficient to allow CEH to identify Covered Products currently supplied or offered by that
8 Settling Defendant. If CEH is unable to determine whether a particular product is a Covered
9 Product as to a Settling Defendant based on the information provided to CEH pursuant to this
10 Section 4.2, Settling Defendants shall cooperate in good faith with CEH in determining whether
11 the product at issue is a Covered Product and, if so, the identity of the Settling Defendant
12 responsible for selling the product. Information provided to CEH pursuant to this Section 4.2,
13 including but not limited to the identities of parties to contracts among Settling Defendants or
14 between Settling Defendants and third parties, may be designated by the Settling Defendant as
15 competitively sensitive confidential business information, and if so designated shall not be
16 disclosed to any person, including but not limited to any Settling Defendant, without the written
17 permission of the Settling Defendant who provided the information. Any motions or pleadings or
18 any other court filings that may reveal information designated as competitively sensitive
19 confidential business information pursuant to this Section shall be submitted in accordance with
20 California Rules of Court 8.160 and 2.550, *et seq.*

21 4.3 **Notice of Violation.** CEH may seek to enforce the requirements of Section 3.2
22 or 3.3 by issuing a Notice of Violation pursuant to this Section 4.3.

23 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on the Settling
24 Defendant(s) that CEH alleges to have violated Sections 3.2 or 3.3 within 45 days of the
25 date the alleged violation(s) was or were observed, provided, however, that CEH may
26 have up to an additional 45 days to provide the Settling Defendant with the test data
27 required by Section 4.3.2(d) below if it has not yet obtained it from its laboratory.

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1 4.3.2 **Supporting Documentation.** The Notice of Violation shall, at a minimum,
2 set forth for each Covered Product: (a) the date(s) the alleged violation(s) was observed,
3 (b) the location at which the Covered Product was offered for sale, (c) a description of the
4 Covered Product giving rise to the alleged violation, and of each Accessible Component
5 that is alleged not to comply with the Lead Limits and/or each Accessible Component that
6 is a Non-Suspect Material that is alleged to contain Lead in excess of 300 ppm, including
7 a picture of the Covered Product and all identifying information on tags and labels, and
8 (d) all test data obtained by CEH regarding the Covered Product and related supporting
9 documentation, including all laboratory reports, quality assurance reports and quality
10 control reports associated with testing of the Covered Products. Such Notice of Violation
11 shall be based at least in part upon total acid digest testing performed by an independent
12 accredited laboratory. Wipe, swipe, x-ray fluorescence, and swab testing are not by
13 themselves sufficient to support a Notice of Violation, although any such testing may be
14 used as additional support for a Notice. The Parties agree that the sample Notice of
15 Violation attached hereto as Exhibit B is sufficient in form to satisfy the requirements of
16 subsections (c) and (d) of this Section 4.3.2.

17 4.3.3 **Additional Documentation.** CEH shall promptly make available for
18 inspection and/or copying upon request by and at the expense of the Settling Defendant,
19 all supporting documentation related to the testing of the Covered Products and associated
20 quality control samples, including chain of custody records, all laboratory logbook entries
21 for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
22 from all analytical instruments relating to the testing of Covered Product samples and any
23 and all calibration, quality assurance, and quality control tests performed or relied upon in
24 conjunction with the testing of the Covered Products, obtained by or available to CEH that
25 pertains to the Covered Product's alleged noncompliance with Section 3 and, if available,
26 any exemplars of Covered Products tested.

27 4.3.4 **Multiple Notices.** If the Settling Defendant has received more than four
28 Notices of Violation in any 12-month period, at CEH's option, CEH may seek whatever

1 fines, costs, penalties, or remedies are provided by law for failure to comply with the
2 Consent Judgment. For purposes of determining the number of Notices of Violation
3 pursuant to this Section 4.3.4, the following shall be excluded:

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

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

8 4.4 **Notice of Election.** Within 30 days of receiving a Notice of Violation
9 pursuant to Section 4.3, including the test data required pursuant to 4.3.2(d), the Settling
10 Defendant shall provide written notice to CEH stating whether it elects to contest the allegations
11 contained in the Notice of Violation ("Notice of Election"). Failure to provide a Notice of
12 Election shall be deemed an election to contest the Notice of Violation.

13 4.4.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
14 Election shall include all then-available documentary evidence regarding the alleged
15 violation, including any test data. Within 30 days the parties shall meet and confer to
16 attempt to resolve their dispute. Should such attempts at meeting and conferring fail,
17 CEH may file an enforcement motion or application pursuant to Section 4.1. If the
18 Settling Defendant withdraws its Notice of Election to contest the Notice of Violation
19 before any motion concerning the violations alleged in the Notice of Violation is filed
20 pursuant to Section 4.1, the Settling Defendant shall make a contribution to the
21 Proposition 65 Fashion Accessory Testing Fund in the amount of \$12,500 and shall
22 comply with all of the non-monetary provisions of Section 4.4.2. If, at any time prior to
23 reaching an agreement or obtaining a decision from the Court, CEH or the Settling
24 Defendant acquires additional test or other data regarding the alleged violation, it shall
25 promptly provide all such data or information to the other Party.

26 4.4.2 **Non-Contested Notices.** If the Notice of Violation is not contested, the
27 Settling Defendant shall include in its Notice of Election a detailed description of
28 corrective action that it has undertaken or proposes to undertake to address the alleged

1 violation. Any such correction shall, at a minimum, provide reasonable assurance that the
2 Covered Product will no longer be offered by the Settling Defendant or its customers for
3 sale in California. If there is a dispute over the sufficiency of the proposed corrective
4 action or its implementation, CEH shall promptly notify the Settling Defendant and the
5 Parties shall meet and confer before seeking the intervention of the Court to resolve the
6 dispute. In addition to the corrective action, the Settling Defendant shall make a
7 contribution to the Fashion Accessory Testing Fund in the amount of \$10,000, unless one
8 of the provisions of Section 4.4.3 applies.

9 **4.4.3 Limitations in Non-Contested Matters.**

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

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

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

18 (i) One thousand seven hundred fifty dollars (\$1750) if the Settling
19 Defendant, prior to receiving and accepting for distribution or sale the
20 Covered Product identified in the Notice of Violation, obtained test results
21 demonstrating that all of the Accessible Components in the Covered
22 Product identified in the Notice of Violation complied with the applicable
23 Lead Limits, and further provided that such test results would be sufficient
24 to support a Notice of Violation and that the testing was performed within
25 two years prior to the date of the sales transaction on which the Notice of
26 Violation is based. The Settling Defendant shall provide copies of such
27 test results and supporting documentation to CEH with its Notice of
28 Election; or

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

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

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

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

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

1 any further identifying information for the Noncompliant Non-Covered Product that is
2 reasonably available to it.

3 4.5.2 Within 30 days of receiving a notice pursuant to Section 4.5, or of any
4 requested further information sufficient to identify the Noncompliant Non-Covered
5 Product, whichever is later, the Settling Defendant shall serve a Notice of Election on
6 CEH. The Notice of Election shall:

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

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

13 (c) Include either: (i) a statement that the Settling Defendant elects not
14 to proceed under this Section 4.5, in which case CEH may take further action including
15 issuance of a 60-Day Notice under Proposition 65; (ii) a statement that the Settling
16 Defendant elects to proceed under this Section 4.5, with a description of corrective action
17 that meets the conditions of Section 4.4.2., and a contribution to the Fashion Accessory
18 Testing Fund in the amount required under Section 4.5.6, or (iii) a statement that the
19 Settling Defendant contends that the Noncompliant Non-Covered Product is released from
20 liability by a Qualified Settlement under Section 4.5.4 along with a copy of such Qualified
21 Settlement.

22 4.5.3 A party's disclosure pursuant to this Section 4.5 of any (i) test reports, (ii)
23 confidential business information, or (iii) other information that may be subject to a claim
24 of privilege or confidentiality, shall not constitute a waiver of any such claim of privilege
25 or confidentiality, provided that the Party disclosing such information shall clearly
26 designate it as confidential. Any Party receiving information designated as confidential
27 pursuant to this Section 4.5.3 shall not disclose such information to any unrelated person
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or entity, and shall use such information solely for purposes of resolving any disputes under this Consent Judgment.

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

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

4.5.6 If the Settling Defendant elects to proceed under this Section 4.5 and is not relieved of liability under Section 4.5.4, the Settling Defendant shall make a contribution to the Fashion Accessory Testing Fund in the amounts that follow unless one of the provisions of Section 4.4.3(c) applies, in which case the applicable amount specified in Section 4.4.3(c) if any, shall instead apply. The contribution shall be \$5,000 if at least one of the person(s) identified by the Settling Defendant pursuant to Section 4.5.2 (i) is a person in the course of doing business as defined in Health & Safety Code § 25249.11(b) and (ii) has a principal place of business located within the United States, and \$10,000 for all other notices.

4.5.7 If a Settling Defendant makes a contribution pursuant to this Section and at a later date CEH resolves the alleged violation with the direct or indirect Vendor of the Noncompliant Non-Covered Product, CEH shall notify the Settling Defendant and the Settling Defendant shall be entitled to a refund of the lesser amount of its contribution or the settlement amount paid by such Vendor. If the settlement or consent judgment between CEH and the direct or indirect Vendor of the Noncompliant Non-Covered

1 Product does not provide for the refund to be paid directly by the Vendor to the Settling
2 Defendant, then CEH shall pay the refund to the Settling Defendant within 15 days of
3 receiving the Vendor's settlement payment.

4 4.5.8 Any notice served by CEH pursuant to this Section 4.5 shall not be
5 considered a Notice of Violation for purposes of Section 4.3. Nothing in this Section 4.5
6 affects CEH's right to issue a 60-Day Notice under Proposition 65 against any entity other
7 than a Settling Defendant.

8 5. PAYMENTS

9 5.1 Payments.

10 5.1.1 **Payments by Initial Settling Defendants.** Within fifteen days of the
11 Effective Date, each Initial Settling Defendant or group of Initial Settling Defendants
12 identified together on Exhibit A (an "Initial Settling Defendant Group") shall pay the sum
13 set forth for that Initial Settling Defendant Group in Exhibit A. These amounts are
14 calculated as follows:

15 (a) Each Settling Defendant Group shall pay a base settlement amount
16 of forty-five thousand dollars (\$45,000).

17 (b) Each Settling Defendant Group that elected to apply the terms of
18 this Consent Judgment to a second type of Fashion Accessories as reflected on Exhibit A
19 shall, in addition to the amount set forth in Section 5.1.1(a), pay an additional ten
20 thousand dollars (\$10,000) for a total payment of fifty-five thousand dollars (\$55,000).

21 (c) Each Settling Defendant Group that elected to apply the terms of
22 this Consent Judgment to a third type of Fashion Accessories as reflected on Exhibit A
23 shall, in addition to the amount set forth in Section 5.1.1(a) and 5.1.1(b), pay an additional
24 ten thousand dollars (\$10,000) for a total payment of sixty-five thousand dollars
25 (\$65,000).

26 (d) Each Settling Defendant Group that includes a Settling Defendant
27 identified as an Affiliated Settling Defendant on Exhibit A shall pay the amount set forth
28 on Exhibit A for such Affiliated Settling Defendants.

1 **5.1.2 Payments by Opt-In Settling Defendants.** Within forty-five days of
2 Notice of Entry of the original Consent Judgment, each Opt-In Settling Defendant shall
3 pay the sum set forth for that Opt-In Settling Defendant in Exhibit A. These amounts are
4 calculated as follows:

5 (a) Each Opt-In Settling Defendant shall pay a base settlement amount
6 of:

7 (i) Forty-five thousand dollars (\$45,000) if, prior to August 11,
8 2010, the Opt-In Settling Defendant had not received a pre-suit Notice of Violation
9 from CEH alleging the presence of lead in any of the types of Fashion Accessories
10 to which this Consent Judgment will apply to for that Opt-In Settling Defendant;
11 or

12 (ii) Fifty thousand dollars (\$50,000) if, prior to August 11,
13 2010, the Opt-In Settling Defendant had received a pre-suit Notice of Violation
14 from CEH alleging the presence of lead in any of the types of Fashion Accessories
15 to which this Consent Judgment will apply for that Opt-In Settling Defendant.

16 (b) Each Opt-In Settling Defendant that elected to apply the terms of
17 this Consent Judgment to a second type of Fashion Accessories as reflected on Exhibit A
18 shall, in addition to the amount set forth in Section 5.1.2(a), pay an additional ten
19 thousand dollars (\$10,000).

20 (c) Each Opt-In Settling Defendant that elected to apply the terms of
21 this Consent Judgment to all three types of Fashion Accessories as reflected on Exhibit A
22 shall, in addition to the amount set forth in Section 5.1.1(a), pay an additional twenty
23 thousand dollars (\$20,000).

24 (d) Each Opt-In Settling Defendant that includes an Opt-In Settling
25 Defendant identified as an Affiliated Settling Defendant on Exhibit A shall pay the
26 amount set forth on Exhibit A for such Affiliated Settling Defendants.
27
28

1 5.2 The settlement payment shall be by check made payable to the Lexington Law
2 Group Attorney-Client Trust Fund. The funds paid by the Settling Defendants shall be allocated
3 as set forth on Exhibit A for each Settling Defendant between the following categories:

4 5.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b), of which
5 25% shall be paid to CEH and 75% shall be paid to the State of California's Office of
6 Environmental Health Hazard Assessment.

7 5.2.2 A payment to CEH in lieu of civil penalty pursuant to Health & Safety
8 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3202(b). CEH will use such
9 funds to continue its work educating and protecting people from exposures to toxic chemicals,
10 including heavy metals. In addition, as part of its Community Environmental Action and Justice
11 Fund, CEH will use four percent of such funds to award grants to grassroots environmental
12 justice groups working to educate and protect people from exposures to toxic chemicals. The
13 method of selection of such groups can be found at the CEH web site at www.ceh.org/justicefund.

14 5.2.3 A contribution to the Proposition 65 Fashion Accessory Testing Fund.
15 CEH shall use such funds to locate, purchase and test wallets, purses, handbags, clutches, belts
16 and footwear to verify compliance with the reformulation requirements of Section 3, to prepare,
17 send and prosecute Notices of Violation as necessary to Settling Defendants pursuant to Section
18 4, and to reimburse attorneys' fees and costs incurred in connection with these activities.

19 5.2.4 As reimbursement of a portion of CEH's attorneys' fees and costs.

20 **6. MODIFICATION**

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

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

1 **7. CLAIMS COVERED AND RELEASED**

2 7.1 This Consent Judgment is a full, final and binding resolution between CEH on
3 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,
4 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
5 (“Defendant Releasees”), and each entity to whom they directly or indirectly distribute or sell
6 Covered Products, including but not limited to distributors, wholesalers, customers, retailers,
7 franchisees, cooperative members, licensors, and licensees (“Downstream Defendant Releasees”)
8 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
9 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on
10 failure to warn about alleged exposure to Lead contained in Fashion Accessories that were sold
11 by a Settling Defendant prior to the Effective Date.

12 7.2 Compliance with the terms of this Consent Judgment by a Settling Defendant
13 constitutes compliance with Proposition 65 with respect to Lead in that Settling Defendant’s
14 Covered Products.

15 7.3 Nothing in this Section 7 affects CEH’s right to commence or prosecute an
16 action under Proposition 65 against any person other than a Settling Defendant, Defendant
17 Releasee, or Downstream Defendant Releasee.

18 7.4 Nothing in Section 7 affects CEH’s right to commence or prosecute an action
19 under Proposition 65 against a Downstream Defendant Releasee that: (a) is not a direct customer
20 of a Settling Defendant under Section 3.3; (b) sells or offers for sale a Covered Product to
21 California consumers that does not comply with the Lead Limits after the applicable Final Retail
22 Compliance Date set forth in Section 3.3; and (c) is not sold or offered for sale with compliant
23 Proposition 65 warnings under this Consent Judgment.

24 **8. NOTICE**

25 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
26 notice shall be sent by first class and electronic mail to:

27
28

1 Eric S. Somers
2 Lexington Law Group
3 1627 Irving Street
4 San Francisco, CA 94122
5 esomers@lexlawgroup.com

6 8.2 When any Settling Defendant is entitled to receive any notice under this
7 Consent Judgment, the notice shall be sent by first class and electronic mail to the person
8 identified in Exhibit A.

9 8.3 Any Party may modify the person and address to whom the notice is to be sent
10 by sending each other Party notice by first class and electronic mail.

11 **9. COURT APPROVAL**

12 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
13 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
14 shall support entry of this Consent Judgment.

15 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
16 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
17 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

18 **10. ATTORNEYS' FEES**

19 10.1 Should CEH prevail on any motion, application for an order to show cause or
20 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
21 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
22 Settling Defendant prevail on any motion application for an order to show cause or other
23 proceeding, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a
24 result of such motion or application upon a finding by the court that CEH's prosecution of the
25 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
26 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
27 1986, Code of Civil Procedure §§ 2016, *et seq.*

28 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
its own attorneys' fees and costs.

1 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
2 sanctions pursuant to law.

3 **11. TERMINATION**

4 11.1 This Consent Judgment shall be terminable by CEH or by any Settling
5 Defendant as to that Settling Defendant at any time after September 1, 2017, upon the provision
6 of 30 days advanced written notice; such termination shall be effective upon the subsequent filing
7 of a notice of termination with Superior Court of Alameda County.

8 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
9 be of no further force or effect as to the terminated parties; provided, however that if CEH is the
10 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and
11 provided further that if a Settling Defendant is the terminating Party, the provisions of Sections 5,
12 7.1 and 12.1 shall survive any termination.

13 **12. OTHER TERMS**

14 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
15 of California.

16 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
17 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
18 assigns of any of them.

19 12.3 This Consent Judgment contains the sole and entire agreement and
20 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
21 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
22 merged herein and therein. There are no warranties, representations, or other agreements between
23 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or
24 implied, other than those specifically referred to in this Consent Judgment have been made by any
25 Party hereto. No other agreements not specifically contained or referenced herein, oral or
26 otherwise, shall be deemed to exist or to bind any of the Parties hereto. No supplementation,
27 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
28 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent

1 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
2 whether or not similar, nor shall such waiver constitute a continuing waiver.

3 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
4 that any Settling Defendant might have against any other party, whether or not that party is a
5 Settling Defendant.

6 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
7 Consent Judgment.

8 12.6 The stipulations to this Consent Judgment may be executed in counterparts
9 and by means of facsimile or portable document format (pdf), which taken together shall be
10 deemed to constitute one document.

11 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
12 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
13 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
14 Party.

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

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IT IS SO ORDERED:

Dated: _____, 2011	_____ The Honorable Steven A. Brick Judge of the Superior Court
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IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH

Dated: May 12, 2011



Signature

CHARLES PIZARRO

Printed Name

ASSOCIATE DIRECTOR

Title

1 PHARMACY, INC
CVS CAREMARK CORPORATION

EF

2
3 
4 Signature

5
6 KAREN L. FESTHAMEL
7 Printed Name

8
9 Assistant Secretary
Title

10 CALSON INVESTMENT LTD.

11
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13 _____
Signature

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16 _____
Printed Name

17
18 _____
Title

19 DYNASTY FOOTWEAR, LTD.

20
21
22 _____
Signature

23
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25 _____
Printed Name

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28 _____
Title

1 **CVS CAREMARK CORPORATION**

2

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4

Signature

5

6

Printed Name

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8

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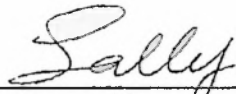
Title

10

CALSON INVESTMENT LTD.

11

12



13

Signature

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15

SALLY WU

16

Printed Name

17

18

MANAGER

19

Title

20

DYNASTY FOOTWEAR, LTD.

21

22

23

Signature

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25

Printed Name

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Title

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CVS CAREMARK CORPORATION

Signature

Printed Name

Title

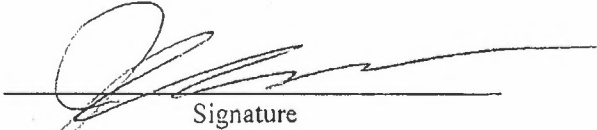
CALSON INVESTMENT LTD.

Signature

Printed Name

Title

DYNASTY FOOTWEAR, LTD.



Signature


John Kee

Printed Name

cfo

Title

1 FRENCH CONNECTION GROUP, INC.

2
3 
4 _____
Signature

5
6 NEIL WILLIAMS
7 _____
Printed Name

8 DIRECTOR
9 _____
Title

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Dated: April 14, 2011

1092369 Ontario Inc dba and sued as ESPE
Defendant Name

X
Signature 

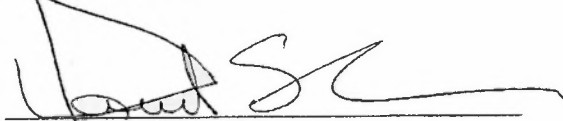
Michael Chau
Printed Name

President
Title

Dated: APRIL 14, 2011

Abercrombie & Fitch Stores, Inc., as the sole
member of J.M. Hollister, LLC

Defendant Name



Signature

DAVID S. CUPPS

Printed Name

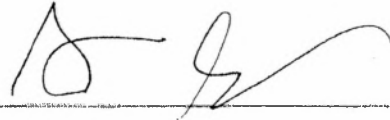
SENIOR VICE PRESIDENT

Title

Dated: April 7, 2011

Amiee Lynn, Inc.

Defendant Name



Signature

Steven Spolansky

Printed Name

President

Title

Dated: April 19, 2011

Ana Trading Company
Defendant Name

Ki-whan Pak
Signature

Ki whan Pak
Printed Name

President
Title

Dated: 4-18, 2011

Baekgaard Ltd. of Indiana Inc.

Defendant Name

Barbara B Baekgaard

Signature

Barbara Baekgaard

Printed Name

President, Director and Sole Stockholder

Title

Dated: 7/30, 2011

Blossom Footwear, Inc.

Defendant Name

Signature

Connie Chee

Printed Name

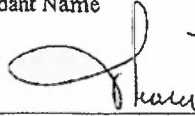
President

Title

Dated: _____, 2011

Diesel SpA

Defendant Name



Signature

Marina Tosin

Printed Name

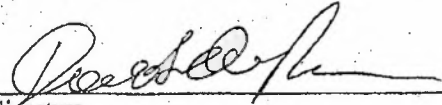
Managing Director

Title

Dated: April 18, 2011

Diesel USA, Inc.

Defendant Name



Signature

Donatella Bordignon


Printed Name

Chief Financial Officer

Title

Dated: April 14, 2011

Genesco Inc.
Defendant Name

by 
Signature

Roger G. Sisson
Printed Name

Senior Vice President and General Counsel
Title

Dated: April 13, 2011

Ghanimian Enterprises, Inc.
Defendant Name

Signature

Chahé Ghanimian

Printed Name

President

Title

Dated: 3/31/ 2011

Golden Delta Enterprises, Inc.
dba Pleaser USA, Inc.

Defendant Name



Signature

Ben Xu

Printed Name

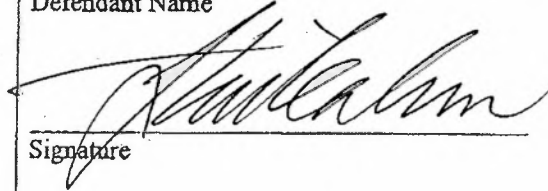
President

Title

Dated: April 11, 2011

Golden West Footwear, Inc.

Defendant Name



Signature

Martin Hui

Printed Name

President

Title

Dated: April, 2011

Grand Horizon, Ltd.

Defendant Name

Signature

SAMEER AHMED

Printed Name

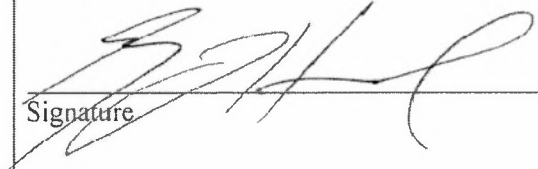
PRESIDENT

Title

Dated: April 27, 2011

HSN, Inc.

Defendant Name


Signature

Gregory J. Henchel

Printed Name

EVP and General Counsel

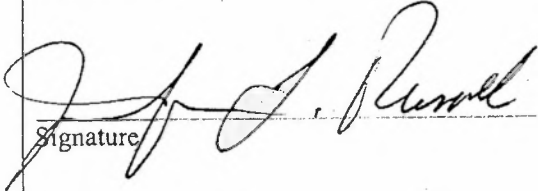
Title

Dated: April 11, 2011

Indonesian Imports, Inc.

Defendant Name

Signature



Printed Name

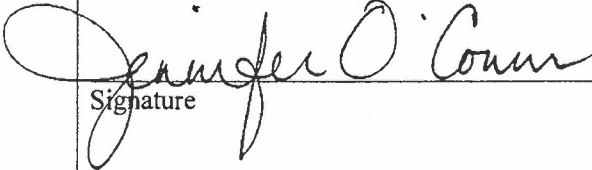
Jennifer L. Russell

Title

COO

Dated: April 15, 2011

J. Crew Group, Inc., Madewell Inc.
Defendant Name


Signature

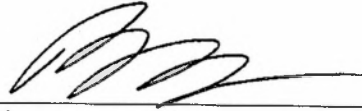
Jennifer O'Connor
Printed Name

SVP, General Counsel
Title

Dated: April 15, 2011

La Jolla Sport U.S.A., Inc.

Defendant Name



Signature

Bill Bussiere

Printed Name

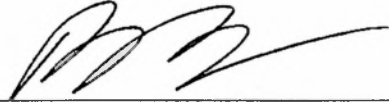
President and CFO

Title

Dated: April 18, 2011

MM Compound, Inc.

Defendant Name



Signature

Bill Bussiere

Printed Name

President and CFO

Title

Dated: April 18, 2011

Rusty Licensing, Inc.

Defendant Name


Signature

Bill Bussiere

Printed Name

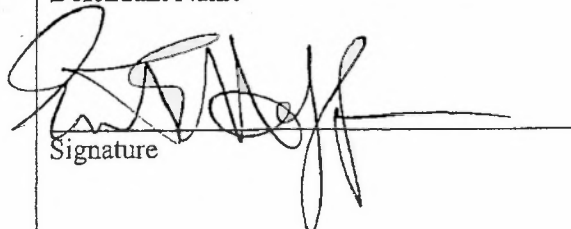
President and CFO

Title

Dated: 3/15, 2011

Leon Max, Inc.

Defendant Name



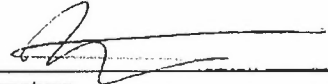
Signature

Ernest E. Hoffer

Printed Name

ENP, CEO, CEO

Title

<p>Dated: <u>3/29</u>, 2011</p>	<p><u>Mia Shoes, Inc.</u> Defendant Name</p> <p> Signature</p> <p><u>Neil Strauss</u> Printed Name</p> <p><u>Executive Vice President</u> Title</p>
---------------------------------	---

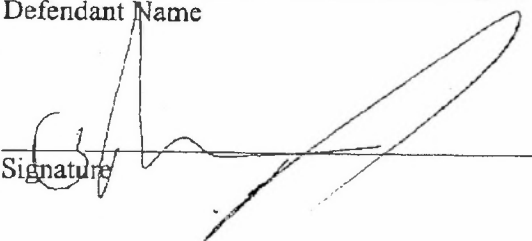
Dated: April 18, 2011

The Neiman Marcus Group, Inc.
Defendant Name

Kim Yee
Signature

Kim Yee
Printed Name

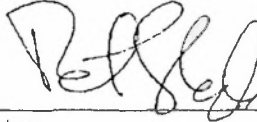
Vice President
Title

<p>Dated: <u>18 April</u>, 2011</p>	<p><u>New Line Trim, Inc.</u> Defendant Name</p> <p> Signature</p> <p><u>Bahram Rabbani</u> Printed Name</p> <p><u>President</u> Title</p>
-------------------------------------	--

Dated: Apr 18, 2011

Oakley, Inc., Oakley Direct, Inc.,
Oakley Sales Corp.

Defendant Name




Signature

Richard Shields

Printed Name

Senior Vice President & Chief Financial
Officer


Title

Approved by:
Oakley Legal 

Dated: April 18, 2011

Olem Shoe Corp.

Defendant Name



Signature

Robert Olenberg
Printed Name

President
Title

Dated: April 15, 2011

Philip Simon Development USA, Inc.
Defendant Name


Signature

Amy L. Willens
Printed Name

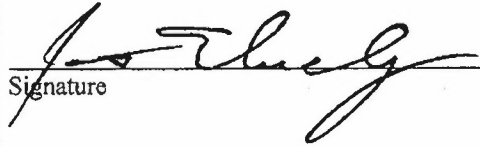
Chief Operating Officer
Title

Dated: April 14, 2011

Schifter + Partners, LLC

Defendant Name

Signature



Jim Mullaney

Printed Name

Chief Operating Officer

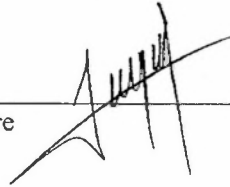
Title

Dated: April 15th, 2011

Shiekh LLC; A.K.A. Shiekh Shoes, Shiekh
Elijah; A.K.A. Shiekh Ellahi

Defendant Name

Signature



Enrique Acevedo

Printed Name

Controller

Title

Dated: 04-06, 2011

Shoe Magnate, Inc.

Defendant Name

Signature

Charlotte Chu

Printed Name

President

Title

Dated: APRIL 13, 2011

TATIOSSIAN BROS., INC.

Defendant Name

Signature

JOHN TATIOSSIAN

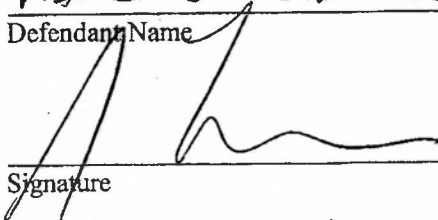
Printed Name

Title

President

Dated: APRIL 15, 2011

Vida Shoes International, Inc.
Defendant Name


Signature

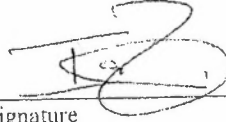
ARTHUR LEVINE
Printed Name

VP, Controller
Title

Dated: 4/14, 2011

WINDSOR FASHIONS, INC.

Defendant Name



Signature

Isaac Zekaria

Printed Name

Vice President

Title

Dated: APRIL 14, 2011

WORLDWIDE DREAMS, LLC
Defendant Name


Signature

NORMAN ABRAMSON
Printed Name

C. O. O.
Title

Exhibit A-1

Initial Settling Defendants

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**EXHIBIT A
Settling Defendants**

Settling Defendant(s): CVS Pharmacy, Inc.

1. Fashion Accessories Applicable to Defendant:

Wallets, Handbags, Purses and Clutches

Belts

Footwear

2. Section 3.5 Products:

Candice Handbag in Yellow, CVS SKU No. 8-55947-01999-4, Style No. LA71998

Comely Zebra Print Handbag , CVS SKU No. 8-55947-03999-2, Item No. H1121-9Z

Innovation Handbag in Green, CVS SKU No. 8-55947-03299-3, Item No. H1141

Handbag in Red, CVS SKU No. 8-55947-02999-3, Item No. 8017 RED

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment \$45,000

Civil Penalty \$6,300

Payment in Lieu of Civil Penalty \$9,500

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

Attorneys' Fees and Costs \$27,200

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

Melissa Jones
Greenberg Traurig, LLP
1201 K Street, Ste. 1100
Sacramento, CA 95814
jonesme@gtlaw.com

1 **Settling Defendant(s):** Calson Investment Ltd.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Defendant's Settlement Payment and Allocation:**

9 Total Settlement Payment \$45,000

10 Civil Penalty \$6,300

11 Payment in Lieu of Civil Penalty \$9,500

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

13 Attorneys' Fees and Costs \$27,200

14

15 **3. Person(s) to Receive Notices Pursuant to Section 8.1:**

16 Melissa Jones
17 Greenberg Traurig, LLP
18 1201 K Street, Ste. 1100
19 Sacramento, CA 95814
20 jonesme@gtlaw.com

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1 **Settling Defendant(s):** Dynasty Footwear, Ltd.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Seychelles Women's Sophia Wedge Pumps in Yellow, SKU No. 8-84633-09026-9

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,300

14 Payment in Lieu of Civil Penalty \$9,500

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

16 Attorneys' Fees and Costs \$27,200

17

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

19 Melissa Jones
20 Greenberg Traurig, LLP
21 1201 K Street, Ste. 1100
22 Sacramento, CA 95814
23 jonesme@gtlaw.com

22

23

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28

1 **Settling Defendant(s):** French Connection Group, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow Open Tote, SKU No. 8-83494-55018-9

10 Dotty Pointed Ballerina Shoes in Red, Style No. AFAZ1, Item No. 16003

11 Posey Flat Studded Shoes in Yellow, SKU No. AFBT17603

12

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

14 Total Settlement Payment \$55,000

15 Civil Penalty \$7,700

16 Payment in Lieu of Civil Penalty \$12,150

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

18

19 Attorneys' Fees and Costs \$33,150

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

21 Melissa Jones
22 Greenberg Traurig, LLP
23 1201 K Street, Ste. 1100
24 Sacramento, CA 95814
25 jonesme@gtlaw.com

26

27

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Exhibit A-2

Opt-In Settling Defendants

1 **Settling Defendant(s):** 1092369 Ontario Inc. dba ESPE

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 ESPE Handbag in Orange, Model No. 1910 JESS

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,700

14 Payment in Lieu of Civil Penalty \$10,100

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

16 Attorneys' Fees and Costs \$26,200

17

18

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

20 Michael Chau
110 West Beaver Creek Rd.
21 Unit 19-20
Richmond Hill, Ontario
22 Canada L4B 1J9
Michael@espe.ca

23

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Settling Defendant(s): Abercrombie & Fitch Stores, Inc.,
as the sole member of J.M. Hollister, LLC

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

Hollister Belt, SKU No. 600597980, Item No. 354-688-0028-080

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$45,000
Civil Penalty	\$6,700
Payment in Lieu of Civil Penalty	\$10,100
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$26,200

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

John L. Landolfi
52 East Gay Street
Columbus, OH 43215
JLLandolfi@vorys.com

1 **Settling Defendant(s):** Amiee Lynn, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Amiee Lynn Stretch Belt in Red, SKU No. 6-11566-00750-3, KSN No. 01240947-0

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

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21 New York, NY 10022
lance@steinharris.com

22

23 Melissa Jones
Greenberg Traurig, LLP
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24 Sacramento, CA 95814
jonesme@gtlaw.com

25

26

27

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1 **Settling Defendant(s):** Ana Trading Company

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Papaya Belt in Yellow, SKU No. 10544210901

10 Papaya Braided Belt in Yellow, SKU No. 10321510901, Style No. CRB2946

11

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

13 Total Settlement Payment \$45,000

14 Civil Penalty \$6,700

15 Payment in Lieu of Civil Penalty \$10,100

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

17 Attorneys' Fees and Costs \$26,200

18

19

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

21 S. Calvin Myung, Esq.

22 3600 Wilshire Blvd.

23 Suite 1818

Los Angeles, CA 90010

scmyunglaw@yahoo.com

24

25

26

27

28

1 **Settling Defendant(s):** Baekgaard Ltd. of Indiana, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Shoulder Handbag in Lemon & Caribbean Blue, SKU No. 8-44798-00160-9

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

20 Robert J. Hall
Andesite Holdings
21 190 Golf House Road
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22 bob@andesiteholdings.com

23 Richard B. Aldridge
Morgan, Lewis & Bockius LLP
24 1701 Market Street
Philadelphia, PA 19103
25 raldridge@morganlewis.com

26

27

28

1 **Settling Defendant(s):** Blossom Footwear, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 De Blossom Collection Heels in Yellow, Style No. VOTE-2

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

20 Connie Chee
18120 Rowland Street
21 City of Industry, CA 91748
connie@blossomfootwear.com

22

23 Jason T. Yu, Esq.
Klinedinst PC
777 S. Figueroa Street
24 47th Floor
Los Angeles, CA 90017
25 jyu@klinedinstlaw.com

26

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1 **Settling Defendant(s):** Diesel SpA
2 Diesel USA, Inc.

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Diesel Belt in Yellow, SKU No. 1000000008193578

10

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

12 Total Settlement Payment \$55,000

13 Civil Penalty \$8,400

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

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

17 Attorneys' Fees and Costs \$32,000

18

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

20 Donatella Bordignon
21 Diesel USA, Inc.
22 220 West 19th Street
23 New York, NY 10011
24 Donatella_Bordignon@diesel.com

Marina Tosin
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25 Savalle C. Sims
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27 1050 Connecticut Avenue, NW
28 Washington, DC 20036
sims.savalle@arentfox.com

Anthony V. Lupo
Arent Fox LLP
1050 Connecticut Avenue, NW
Washington, DC 20036
lupo.anthony@arentfox.com

1 **Settling Defendant(s):** Genesco Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Defendant's Settlement Payment and Allocation:**

9 Total Settlement Payment \$55,000

10 Civil Penalty \$8,400

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

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

13 Attorneys' Fees and Costs \$32,000

14

15

16 **3. Person(s) to Receive Notices Pursuant to Section 8.1:**

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23 lmckaskle@morganlewis.com

24

25

26

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1 **Settling Defendant(s):** Ghanimian Enterprises, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Two Lips Heels in Red, SKU No. 25-1100-094604-001999-02-2

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,700

14 Payment in Lieu of Civil Penalty \$10,100

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

16 Attorneys' Fees and Costs \$26,200

17

18

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

20 David Lalazarian
21 550 N. Brand Blvd.
22 Suite 1500
23 Glendale, CA 91203
24 dll@kpclegal.com

25 Ed Terzian
26 550 N. Brand Blvd.
27 Suite 1500
28 Glendale, CA 91203
edt@kpclegal.com

1 **Settling Defendant(s):** Golden Delta Enterprises, Inc. dba Pleaser USA, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Bordello by Pleaser Milan-01 Pumps in Yellow, Item No. MIL01/YL, Style No. MILAN-01

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

20 Ben Xu
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22

23 Jason T. Yu, Esq.
Klinedinst PC
777 S. Figueroa Street
24 47th Floor
Los Angeles, CA 90017
25 jyu@klinedinstlaw.com

26

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28

1 **Settling Defendant(s):** Golden West Footwear, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Marichi Mani Heels in Purple, Style No. KALEA-10

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,700

14 Payment in Lieu of Civil Penalty \$10,100

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

16 Attorneys' Fees and Costs \$26,200

17

18

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

20 Martin Hui
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21 City of Industry, CA 91748-1006

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23 777 S. Figueroa Street
47th Floor
24 Los Angeles, CA 90017
jyu@klinedinstlaw.com

25

26

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28

1 **Settling Defendant(s):** Grand Horizon, Ltd.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Defendant's Settlement Payment and Allocation:**

9 Total Settlement Payment \$45,000

10 Civil Penalty \$6,700

11 Payment in Lieu of Civil Penalty \$10,100

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

13 Attorneys' Fees and Costs \$26,200

14

15

16 **3. Person(s) to Receive Notices Pursuant to Section 8.1:**

17 Keith Carpenter
8096 Excelsior Blvd.
18 Hopkins, MN 55343

19 Melissa Jones
Greenberg Traurig, LLP
20 1201 K Street, Ste. 1100
Sacramento, CA 95814
21 jonesme@gtlaw.com

22

23

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

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 **S**harif Flower Hobo Handbag with Chain in Mustard, HSN Item No. 420525

10 **A**J Valenci Patent Peep-Toe Raffia Wedge Sandals in Orange, SKU No. 381835801070006,
Item No. 381-835

11 **R**andolph Duke Spirited "Simply Chic" Stretch Corset Belt in Lemon, Item No. 275893720482

12

13

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

14

Total Settlement Payment \$70,000

15

Civil Penalty \$10,910

16

Payment in Lieu of Civil Penalty \$16,360

17

Contribution to Prop. 65 Fashion \$2,000

18

Accessory Testing Fund

19

Attorneys' Fees and Costs \$40,730

20

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

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23

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Chris.Gassett@hsn.net

24

Jay W. Connolly, Esq.

25

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San Francisco, CA 94105

26

jconnolly@seyfarth.com

27

28

1 **Settling Defendant(s):** Indonesian Imports, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

20 Jennifer Russell
21 440 Alabama Street
22 San Francisco, CA 90220
23 jrussell@thesakbrandgroup.com

24

25

26

27

28

1 **Settling Defendant(s):** J. Crew Group, Inc.
2 Madewell Inc.

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

4 X Wallets, Handbags, Purses and Clutches

5 X Belts

6 X Footwear

7

8 **2. Defendant's Settlement Payment and Allocation:**

9 Total Settlement Payment \$65,000

10 Civil Penalty \$10,100

11 Payment in Lieu of Civil Penalty \$15,100

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

14 Attorneys' Fees and Costs \$37,800

15

16 **3. Person(s) to Receive Notices Pursuant to Section 8.1:**

17 Jennifer O'Connor
18 770 Broadway
19 New York, NY 10003
20 Jennifer.OConnor@jcrew.com

21 Dennis Raglin
22 Stephanie Sheridan
23 Sedgwick, LLP
24 One Market Plaza Steuart Tower
25 8th Floor
26 San Francisco, CA 94105
27 stephanie.sheridan@sedgwicklaw.com
28

1 **Settling Defendant(s):** La Jolla Sport U.S.A., Inc.

2 **Affiliated Settling Defendant(s):** MM Compound, Inc.
Rusty Licensing, Inc.

3 **Affiliate Payment:** \$16,000
4

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

6 Wallets, Handbags, Purses and Clutches

7 Belts

8 Footwear
9

10 **2. Section 3.5 Products:**

11 O'Neill Hot Gossip Shoulder Handbag in Deep Lake, SKU No. 6-59811-21564-8,
12 Item No. 39495112

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

14 Total Settlement Payment \$61,000

15 Civil Penalty \$9,380

16 Payment in Lieu of Civil Penalty \$14,120

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

19 Attorneys' Fees and Costs \$35,500
20

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

22 Bill Bussiere
14350 Myford Road
23 Irvine, CA 92606
Bill.Bussiere@lajollagroup.com
24

25 Seyamack Kouretchian
1140 S. Coast Hwy 101
Encinitas, CA 92024
26 seyamack@coastlawgroup.com
27

28

1 **Settling Defendant(s):** Leon Max, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 MaxStudio.com Halley Sandal in Yellow, SKU No. 8-07299-41257-2, Item No. 8S03302-MXL

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

20 Ernest E. Hoffer
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ernie@maxstudio.com

22

23 Martin C. Washton
Towle Denison Smith & Maniscalco LLP
10866 Wilshire Blvd.
24 Suite 600
Los Angeles, CA 90024
25 mwashton@tdsmlaw.com

26

27

28

1 **Settling Defendant(s):** Mia Shoes, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Mia Women's Jubilee Pointed Toe Flats in Patent Yellow, SKU No. 7-42282-82936-7,
10 Item No. C15550

11

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

13 Total Settlement Payment \$45,000

14 Civil Penalty \$6,700

15 Payment in Lieu of Civil Penalty \$10,100

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

17 Attorneys' Fees and Costs \$26,200

18

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

20 Neil Strauss
21 Mia Shoes, Inc.
22 9985 NW 19th Street
Miami, FL 33172
nstrauss@miashoes.com

23 Michael Partos
24 Cozen O'Connor
25 601 S. Figueroa, #3700
Los Angeles, CA 90017
mpartos@cozen.com

26

27

28

1 **Settling Defendant(s):** The Neiman Marcus Group, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Neiman Marcus Small Leather Wallet in Red, SKU No. 0470-4045

10

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

12 **Total Settlement Payment** \$65,000

13 **Civil Penalty** \$10,100

14 **Payment in Lieu of Civil Penalty** \$15,100

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

16 **Attorneys' Fees and Costs** \$37,800

17

18

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

20 **Kim Yee**
Vice President, The Neiman Marcus Group, Inc.
21 One Marcus Square
1618 Main Street
22 Dallas, TX 75201
Kim_Yee@neimanmarcus.com

23

24 **Marcy Bergman, Esq.**
Bryan Cave LLC
Two Embarcadero Center
25 Suite 1410
San Francisco, CA 94111
26 marcy.bergman@bryancave.com

27

28

1 **Settling Defendant(s):** New Line Trim, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Papaya Belt in Yellow, SKU No. 10544210901

10 Papaya Braided Belt in Yellow, SKU No. 10321510901, Style No. CRB2946

11

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

13 Total Settlement Payment \$45,000

14 Civil Penalty \$6,700

15 Payment in Lieu of Civil Penalty \$10,100

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

17 Attorneys' Fees and Costs \$26,200

18

19

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

21 Bahram Rabbani
22 731 S. Spring Street
23 2nd Floor
Los Angeles, CA 90014
newlinetrim@gmail.com

24

25

26

27

28

1 **Settling Defendant(s):** Oakley, Inc.
2 Oakley Direct, Inc.
3 Oakley Sales Corp.

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

5 Wallets, Handbags, Purses and Clutches

6 Belts

7 Footwear

8 **2. Section 3.5 Products:**

9 **Oakley Pucker Up Handbag in Citron, SKU No. 8-83889-74278-6**

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

11 **Total Settlement Payment** \$65,000

12 **Civil Penalty** \$10,100

13 **Payment in Lieu of Civil Penalty** \$15,100

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

16 **Attorneys' Fees and Costs** \$37,800

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

18 **Matthew Curran, Attorney**
19 **4000 Luxottica Place**
20 **Mason, OH 45040**
21 **mcurran@luxotticaretail.com**

22 **Jeffrey B. Margulies**
23 **Fulbright & Jaworski, LLP**
24 **555 South Flower Street, 41st Floor**
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26 **jmargulies@fulbright.com**

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Settling Defendant(s): Olem Shoe Corp.

1. Fashion Accessories Applicable to Defendant:

Wallets, Handbags, Purses and Clutches

Belts

Footwear

2. Section 3.5 Products:

Pierre Dumas Heels in Yellow, Stock No. DANA-1, 88748-194

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$45,000
Civil Penalty	\$6,700
Payment in Lieu of Civil Penalty	\$10,100
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$26,200

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

Bernardo Burstein, Esq.
744 NE 125th Street
North Miami, FL 33161
bburstein@bursteinpa.com

1 **Settling Defendant(s):** Philip Simon Development USA, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Ed Hardy West LA Heels in Yellow, SKU No. 8-84456-14915-1, Style No. 10SWL103W

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,700

14 Payment in Lieu of Civil Penalty \$10,100

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

16 Attorneys' Fees and Costs \$26,200

17

18

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

20 Amy L. Willens, Chief Operating Officer

Philip Simon Development USA, Inc.

21 2829 South Santa Fe Avenue

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22 amylou@psdiusa.net

23 Hany S. Fangary, Esq.

Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP

24 11400 West Olympic Blvd.

9th Floor

25 Los Angeles, CA 90064-1582

HFangary@wrslawyers.com

26

27

28

1 **Settling Defendant(s):** Schifter + Partners, LLC

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Jill Stuart Dorothea Handbag in Lemon, SKU No. 8-42902-03440-6, Style No. 7321M

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,700

14 Payment in Lieu of Civil Penalty \$10,100

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

16 Attorneys' Fees and Costs \$26,200

17

18

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

20 Paula Zecchini
21 Bryan Cave LLP
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23 paula.zecchini@bryancave.com

24 Patrick McKey
24 Bryan Cave LLP
25 161 N. Clark Street
25 Suite 4300
26 Chicago, IL 60601
26 patrick.mckey@bryancave.com

27

28

1 **Settling Defendant(s):** Shiekh LLC dba Shiekh Shoes
2 Shiekh Elijah dba Shiekh Ellahi

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

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

9 Shiekh Lovely Bow Handbag, SKU No. 75420, Item No. 0517-1311YLL

10 Shiekh Shoes ELC System 99X Patent Yellow Shoes, SKU No. 0717820701

11

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

13 Total Settlement Payment \$55,000

14 Civil Penalty \$8,400

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

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

17 Attorneys' Fees and Costs \$32,000

18

19

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

21 Shiekh Ellahi
22 4083 E. Airport Drive
23 Ontario, CA 91761
Shiekh@ShiekhShoes.com

24 Enrique Acevedo
25 4083 E. Airport Drive
26 Ontario, CA 91761
27 Enriqueace@ShiekhShoes.com

28

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

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Bonnibel Plain Pumps in Orange, Style No. NICOLE-2

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$7,550

14 Payment in Lieu of Civil Penalty \$11,350

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

16 Attorneys' Fees and Costs \$29,100

17

18

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

20 Charlotte Chu, President
Shoe Magnate, Inc.
21 108560 E. San Jose Avenue
City of Industry, CA 91748
22 charlottechu@klinkline.com

23 Jason T. Yu, Esq.
Klinedinst PC
24 777 S. Figueroa Street
47th Floor
25 Los Angeles, CA 90017
jyu@klinedinstlaw.com

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Settling Defendant(s): Tatioossian Bros., Inc.

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

David Tate Circle Shoes in Yellow, SKU No. 4-28918-44085-3

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$50,000
Civil Penalty	\$7,550
Payment in Lieu of Civil Penalty	\$11,350
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$29,100

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

Michael R. Bassin
16255 Ventura Blvd.
Suite 600
Encino, CA 91436
mrblaw@att.net

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Settling Defendant(s): Vida Shoes International, Inc.

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

UnionBay Women's Trapeze Flats in Yellow, SKU No. 8-83988-01139-4, Item No. 164075

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$55,000
Civil Penalty	\$8,400
Payment in Lieu of Civil Penalty	\$12,600
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$32,000

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

Arthur Levine
Vida Shoes International, Inc.
29 West 56th Street
New York, NY 10019
arthur_levine@vidagroup.com

1 **Settling Defendant(s):** Windsor Fashions, Inc.

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Clutch in Leopard Print, SKU No. 4-07201-00101-8

10

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

12 Total Settlement Payment \$45,000

13 Civil Penalty \$6,700

14 Payment in Lieu of Civil Penalty \$10,100

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

16 Attorneys' Fees and Costs \$26,200

17

18

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

20 Dennis B. Kass
Diane L Hlywiak
21 Manning & Kass, Ellrod, Ramirez, Trester LLP
801 South Figueroa Street
22 15th Floor
Los Angeles, CA 90017
23 dbk@manningllp.com
dlh@manningllp.com
24

25

26

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1 **Settling Defendant(s):** Worldwide Dreams, LLC

2

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

4 Wallets, Handbags, Purses and Clutches

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Studio Tote, SKU No. 0-51059-66799-7, Style No. P98133RA

10 Spiegel Skinny Patent Belt in Pumpkin Spice, Style No. 42007

11

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

13 Total Settlement Payment \$60,000

14 Civil Penalty \$9,240

15 Payment in Lieu of Civil Penalty \$13,860

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

17 Attorneys' Fees and Costs \$34,900

18

19

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

21 Norman Abramson
22 350 Fifth Avenue
23 New York, NY 10118
24 nabramso@worldwidedreams.com

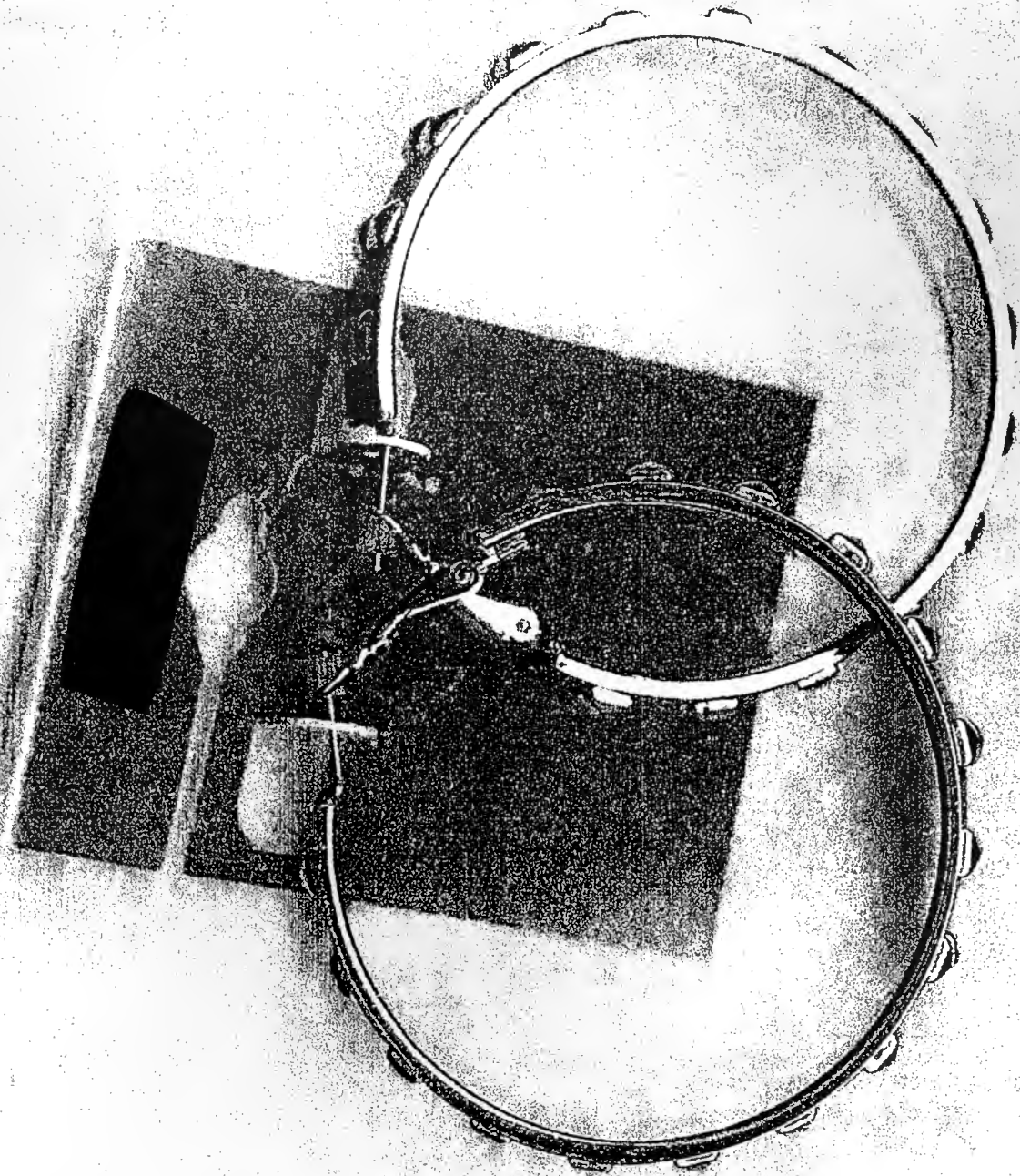
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Exhibit B





151463

SEA:R WIC: 22 STYLE: 9688
MFC: 05769 CLASS: 3122



\$5.99

MADE
IN CHINA



THE
NATIONAL
FOOD
L A B

September 28, 2009

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

Analytical Report No.: CL1405-61

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

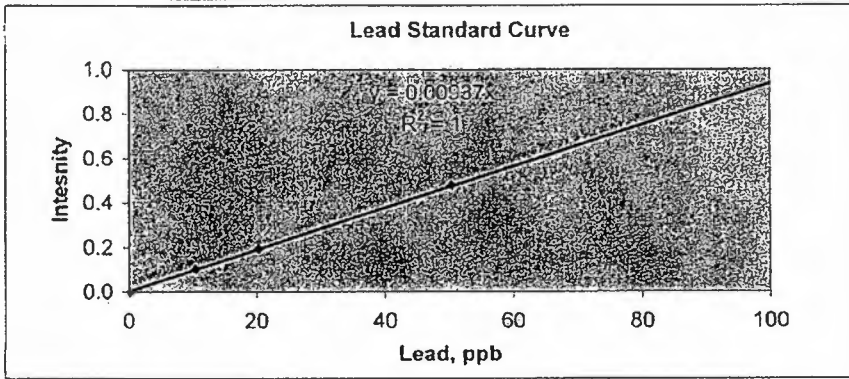
Lead

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)	al / is
1540801	289	0.2	0.000187565
1515494	157023	10.39	0.10361176
1531292	298037	20.3	0.19463107
1539419	735139	50.37	0.477543151
1567844	1471950	100.57	0.938837027

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, Pb 207, 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)	Amt. Spike (uf)	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	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	JCT1463b	earrings (black faux leather on hoops)	0.0520	50	200	20706.51	4141	0.010 ppm

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