

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.,)	CONSENT JUDGMENT
)	[PROPOSED]
Defendants.)	
)	
_____)	
)	
AND CONSOLIDATED CASES.)	
_____)	

1. INTRODUCTION

1.1 On June 24, 2009, the Center for Environmental Health (“CEH”) filed the action entitled *CEH v. LuLu NYC LLC, et al.*, Case No. RG 09-459448, in the Superior Court of California for Alameda County. In mid-January 2010, CEH filed its First Amended Complaint in the *Lulu* action, and also filed the following new actions: (i) *CEH v. Ashley Stewart Ltd., et al.*, Alameda County Superior Court Case No. RG 10-494289; (ii) *CEH v. Zappos.com, Inc., et al.*, Alameda County Superior Court Case No. RG 10-494513; and (iii) *CEH v. Bag Bazaar, Ltd., et al.*, Alameda County Superior Court Case No. RG 10-494517. All four of these cases are referred to collectively herein as the “Actions.” On March 3, 2010, the Court in the *Lulu* case

1 consolidated the Actions for pre-trial purposes. The Actions allege violations of the Safe
2 Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”) related to the sale of
3 wallets, handbags, purses, clutches, totes, footwear or belts containing lead and lead compounds
4 (“Lead). Lead is a chemical known to the State of California to cause cancer and reproductive
5 harm..

6 1.2 The parties to this Consent Judgment (“Parties”) are CEH and defendant A-List,
7 Inc. (the “Settling Defendant”).

8 1.3 Settling Defendant manufactures, distributes or offers wallets, handbags, purses,
9 clutches and totes for sale in the State of California or has done so in the past.

10 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court
11 has jurisdiction over the allegations of violations contained in the operative complaints in the
12 Actions and personal jurisdiction over Settling Defendant as to the acts alleged in the operative
13 complaints in the Actions, that venue is proper in the County of Alameda, and that this Court has
14 jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were
15 or could have been raised in the operative complaints in the Actions based on the facts alleged
16 therein.

17 1.5 The Parties enter into this Consent Judgment as a full and final settlement of all
18 claims that were raised in the operative complaints in the Actions, or that could have been raised
19 in the operative complaints in the Actions, arising out of the facts or conduct alleged therein.
20 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any
21 fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent
22 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,
23 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or
24 impair any right, remedy, argument or defense the Parties may have in this or any other or future
25 legal proceedings. This Consent Judgment is the product of negotiation and compromise and is
26 accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
27 this action.

28

1 **2. DEFINITIONS**

2 2.1 "Covered Products" means wallets, handbags, purses, clutches and totes.

3 2.2 "Effective Date" is the date on which this Consent Judgment is entered by the
4 Court.

5 2.3 "Lead Limits" means the maximum concentrations of Lead by weight specified in
6 Section 3.2.

7 2.4 "Manufactured" and "Manufactures" means to manufacture, produce, or assemble.

8 2.5 "Paints and Surface Coatings" means a fluid, semi-fluid, or other material, with or
9 without a suspension of finely divided coloring matter, which changes to a solid film when a thin
10 layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term
11 does not include printing inks or those materials which actually become a part of the substrate,
12 such as the pigment in a plastic article, or those materials which are actually bonded to the
13 substrate, such as by electroplating or ceramic glazing.

14 **3. INJUNCTIVE RELIEF**

15 3.1 **Specification Compliance Date.** No later than five days after the Effective Date,
16 Settling Defendant shall provide the Lead Limits to its suppliers of Covered Products and shall
17 request each Supplier to use best efforts to provide Covered Products that comply with the Lead
18 Limits as soon as commercially practicable.

19 3.2 **Lead Limits.** As of September 1, 2010, Settling Defendant shall not Manufacture,
20 import, distribute, ship, or sell or cause to be Manufactured, imported, distributed, shipped, or
21 sold, any Covered Product that exceeds the following Lead Limits:

22 3.2.1 **Paints and Surface coatings:** Paints and Surface Coatings of the Covered
23 Products may not contain more than 90 parts per million ("ppm") Lead by weight.

24 3.2.2 **Polyvinyl Chloride:** No Covered Product may include any polyvinyl
25 chloride (PVC)) that contains more than 200 ppm Lead by weight.

26 3.2.3 **Leather:** No Covered Product may include any leather component or be
27 made of any leather material that contains more than 600 ppm Lead by weight. Commencing
28 September 1, 2011, the Lead limit for any leather component or material in a Covered Product

1 shall be 300 ppm Lead by weight.

2 **3.2.4 Other Materials or Components:** Except as otherwise provided in
3 Sections 3.2.1, 3.2.2, 3.2.3, and 3.2.5, no Product may contain any component or be made of any
4 material that contains more than 300 ppm Lead by weight.

5 **3.2.5 Glass and Crystal:** The Lead Limits shall not apply to any cubic zirconia
6 (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones.

7 **3.3 Certification of Compliance From Manufacturers.** As of September 1, 2010, at
8 least once per year Settling Defendant shall obtain written certification with corresponding test
9 results from the Manufacturer of each of the Products certifying that: (a) no lead chromate or
10 other lead based coloring agent was used in the Manufacture of the Covered Products; and (b)
11 that Lead was not intentionally added to any polyvinyl chloride used in the Manufacture of the
12 Covered Products. These certifications shall be made available to CEH for inspection and
13 copying upon request by CEH.

14 **3.4 Market Withdrawal of Identified Products.** On or before the Effective Date,
15 Settling Defendant shall cease selling and shipping the Kitson LA Authentic Sequin Tote
16 Handbag, Item No. 232334, as identified in CEH's 60-Day Notice of Violation to Settling
17 Defendant (the "Identified Product"), to its stores and/or its customers that sell or offer for sale
18 Covered Products to California consumers, and, at a minimum, send instructions to any of its
19 stores and/or its customers that offer the Identified Product for sale in California to cease offering
20 such Identified Products for sale in California and to either return all the Identified Products to the
21 Settling Defendant for destruction, or to directly destroy the Identified Products. Any destruction
22 of such Identified Products shall be in compliance with all applicable laws. Within sixty days of
23 the Effective Date, Settling Defendant shall provide CEH with sufficient records to document its
24 market withdrawal and destruction of such Identified Products.

25 **3.5 Testing by CEH.** CEH intends to conduct periodic testing of Products to ensure
26 compliance with the Lead Limits.

27 **4. ENFORCEMENT**

28 **4.1** Any Party may, by motion or application for an order to show cause before this

1 Court, enforce the terms and conditions contained in this Consent Judgment. Enforcement of the
2 terms and conditions of Section 3 of this Consent Judgment shall be brought exclusively pursuant
3 to Sections 4.2 through 4.3.

4 **4.2 Notice of Violation.** In the event that CEH identifies one or more Covered
5 Products that it believes in good faith do not comply with an applicable Lead Limit, CEH may
6 seek to enforce the requirements of Section 3 by issuing a Notice of Violation pursuant to this
7 Section 4.2.

8 **4.2.1 Service of Notice.** The Notice of Violation shall be served on Settling
9 Defendant. The Notice of Violation shall be sent to the person identified in Section 8.2, and must
10 be served within 90 days of the date the alleged violation(s) was or were observed.

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

24 **4.2.3 Multiple Notices.** If Settling Defendant has received more than three
25 Notices of Violation from CEH under this Consent Judgment in any 12-month period that result
26 in a contribution to the Fashion Accessory Testing Fund (either because they were not contested
27 or because the contest by Settling Defendant was unsuccessful), then, at CEH's option, CEH may
28 seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with

1 the Consent Judgment. For purposes of determining the number of Notices of Violation pursuant
2 to this Section 4.2.3, multiple notices identifying different colors of the same styles of Covered
3 Product(s) shall be excluded.

4 4.3 **Notice of Election.** Within 30 days of receiving a Notice of Violation pursuant to
5 Section 4.2, Settling Defendant shall provide written notice to CEH stating whether it elects to
6 contest the allegations contained in the Notice of Violation (“Notice of Election”).

7 4.3.1 **Contested Notices.** If the Notice of Violation is contested, the Notice of
8 Election shall include all then-available documentary evidence regarding the alleged violation,
9 including any test data. Within 30 days the parties shall meet and confer to attempt to resolve
10 their dispute. Should such attempts at meeting and conferring fail, CEH may file an enforcement
11 motion or application pursuant to Section 4.1. If Settling Defendant withdraws its Notice of
12 Election to contest the Notice of Violation before any motion concerning the violations alleged in
13 the Notice of Violation is filed pursuant to Section 4.1, Settling Defendant shall make a
14 contribution to the Fashion Accessory Testing Fund in the amount of \$12,500. If, at any time
15 prior to reaching an agreement or obtaining a decision from the Court, CEH or Settling Defendant
16 acquires additional test or other data regarding the alleged violation, it shall promptly provide all
17 such data or information to the other Party.

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

1 4.3.3 **Limitations in Non-Contested Matters.** If Settling Defendant elects not
2 to contest a Notice of Violation before any motion concerning the violation(s) at issue, Settling
3 Defendant's liability shall be limited to the contributions required by Section 4.3.

4 **5. PAYMENTS**

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

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

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

27 5.1.3 Settling Defendant shall pay the sum of \$21,500 as reimbursement of
28 CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check

1 shall be made payable to the Lexington Law Group.

2 5.1.4 Settling Defendant shall make a contribution of \$2,000 to the Proposition
3 65 Fashion Accessory Testing Fund. CEH shall use such funds to locate, purchase and test
4 Covered Products to verify compliance with the reformulation requirements of Section 3, to
5 prepare, send and prosecute Notices of Violation as necessary to Settling Defendant pursuant to
6 Section 4, and to reimburse attorneys' fees and costs incurred in connection with these activities.
7 The Proposition 65 Fashion Accessory Testing Fund check shall be made payable to the
8 Lexington Law Group Attorney Client Trust Account.

9 **6. MODIFICATION**

10 6.1 This Consent Judgment may be modified from time to time by express written
11 agreement of the Parties, with the approval of the Court, or by an order of this Court upon motion
12 and in accordance with law.

13 6.2 **Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
14 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
15 modify the Consent Judgment.

16 **7. CLAIMS COVERED AND RELEASED**

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

28 7.2 Compliance with the terms of this Consent Judgment by Settling Defendant shall

1 constitute compliance with Proposition 65 with respect to Lead in any Covered Products that are
2 manufactured, shipped, or sold by Settling Defendant after the Effective Date.

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

6 **8. NOTICE**

7 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
8 notice shall be sent by certified mail and electronic mail to:

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

14 8.2 When Settling Defendant is entitled to receive any notice under this Consent
15 Judgment, the notice shall be sent by certified mail and electronic mail to:

16 Bill Voyatzis
17 Feldman Rolland Sauve
18 1170, Place du Frère André, 2nd Floor
19 Montreal, Quebec, H3B 3C6
20 Canada
21 billv@feldmanrolland.com

22 8.3 Any Party may modify the person and address to whom the notice is to be sent by
23 sending each other Party notice by certified mail and/or other verifiable form of written
24 communication.

25 **9. COURT APPROVAL**

26 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
27 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
28 shall support approval of such Motion.

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

1 **10. ATTORNEYS' FEES**

2 10.1 Should CEH prevail on any motion or application to enforce a violation of the
3 Consent Judgment under this Section, CEH shall be entitled to reimbursement of its attorneys'
4 fees and costs incurred as a result of such motion or application from Settling Defendant.

5 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear its
6 own attorneys' fees and costs.

7 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
8 sanctions pursuant to law.

9 **11. OTHER TERMS**

10 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
11 California.

12 11.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
13 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
14 assigns of any of them.

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

27 11.4 This Court shall retain jurisdiction of this matter to implement or modify the
28 Consent Judgment.


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

IT IS SO STIPULATED:

<p>Dated: <u>April</u> <u>27</u> 2010</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p></p> <hr/> <p><u>CHARLIE P. ZENO</u></p> <p>Printed Name</p> <hr/> <p><u>ASSOCIATE DIRECTOR</u></p> <p>Title</p>
---	---

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: March 26 2010	A-LIST, INC.  _____ F. Ross Printed Name _____ President Title
----------------------	---

IT IS SO ORDERED:

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

EXHIBIT A

List of Entities Not Subject
To Downstream Release

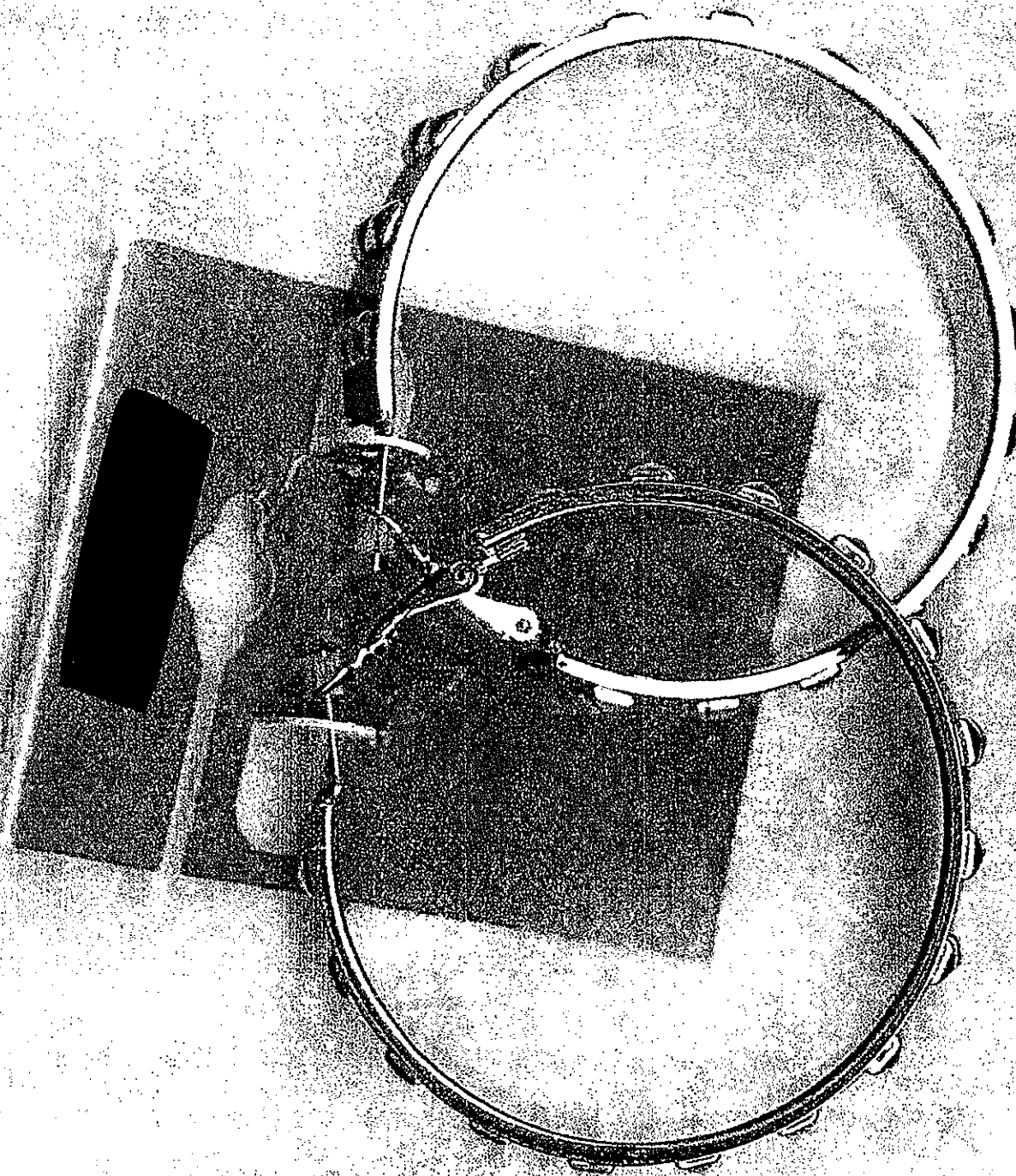
- A.I.J.J. Enterprises, Inc.
- Accessory Exchange LLC
- Acme Accessories, Inc.
- Adidas America, Inc.
- Adidas Promotional Retail Operations, Inc.
- AE Retail West LLC
- Aldo Group, Inc.
- Aldo US Inc.
- Amazon.com, Inc.
- American Accessories, Inc.
- American Eagle Outfitters, Inc.
- American Procurement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

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

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

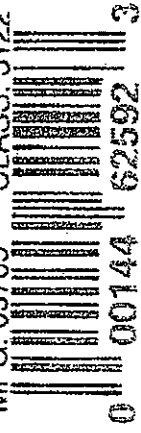
- 1 • Tandy Brands Handbags Accessories, Inc.
- 2 • Target Corporation
- 3 • Ted Baker Limited
- 4 • Ted Baker New York, Inc.
- 5 • T.J. Maxx of CA, LLC
- 6 • The TJX Companies, Inc.
- 7 • Tokyo Bay, Inc.
- 8 • Tory Burch LLC
- 9 • Tumi, Inc.
- 10 • Tumi Stores, Inc.
- 11 • Urban Brands, Inc.
- 12 •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

EXHIBIT B



151463

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



\$5.99





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

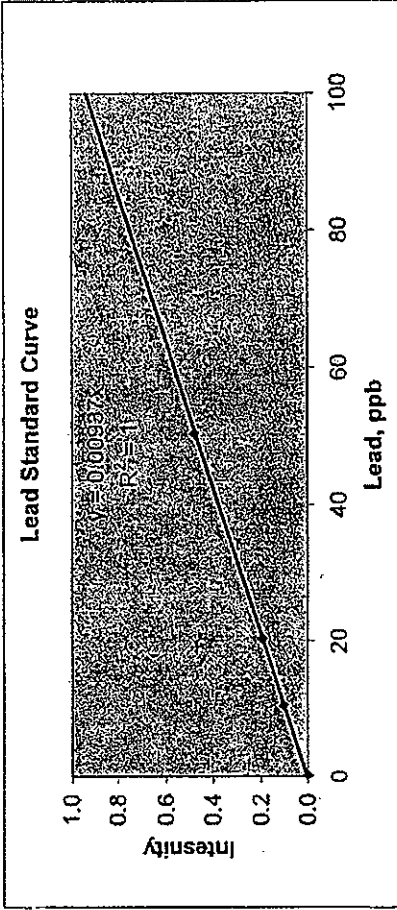
cc: Patrick Manning, Accounting

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 * dilution factor) / 1000