

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,)
)
) Plaintiff,)
)
) v.)
)
) LULU NYC LLC, et al.,)
)
) Defendants.)

Lead Case No. RG-09-459448
(Consolidated with Case Nos. RG-10-494289, RG-10-494513, and RG-10-494517)

**AMENDED CONSENT JUDGMENT
[PROPOSED]**

AND CONSOLIDATED CASES.

This Amended Consent Judgment (the "Consent Judgment") supersedes the Consent Judgment entered in these consolidated cases on June 1, 2010, and is entered by the Court pursuant to the Order Approving Opt-In Procedure and Future Amendment of Consent Judgment, filed and entered on June 1, 2010. 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, June 1, 2010; 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, clutches and
10 totes; (ii) belts; (iii) footwear; provided, however, that the terms of this Consent Judgment apply
11 to each Settling Defendant only as to those Fashion Accessories designated for that Settling
12 Defendant on 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 June 1, 2010.

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 June 1, 2010.

27 _____
28 ¹ As of June 1, 2010, 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 of a brand or trademark on the label of a
7 consumer product which bears a private label; provided, however, that a Settling Defendant is not
8 a Private Labeler due solely to the fact that its name, brand or trademark is visible on a sign or on
9 the price tag of a Fashion Accessory that is not labeled with a third party’s brand or trademark.

10 1.12 “Paint or other Surface Coatings” has the meaning defined in 16 C.F.R. §
11 1303.2(b)², as amended from time to time.

12 1.13 “Vendor” means a person or entity that Manufactures, imports, distributes, or
13 supplies a Fashion Accessory to a Settling Defendant, and that is not itself a Settling Defendant.

14 **2. INTRODUCTION**

15 2.1 The parties to this Consent Judgment (“Parties”) are the Center for
16 Environmental Health (“CEH”) and the Initial Settling Defendants and the Opt-In Settling
17 Defendants that are also listed on Exhibit A (collectively, the “Settling Defendants”).

18 2.2 Commencing in April 2009, the CEH served multiple 60-Day Notices of
19 Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986,
20 California Health & Safety Code §§ 25249.5, *et seq.*), alleging that the entities named in those
21 notices violated Proposition 65 by exposing persons to lead contained in wallets, handbags,
22 purses, clutches, totes, belts and footwear, without first providing a clear and reasonable
23 Proposition 65 warning.

24
25 _____
26 ² As of June 1, 2010, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
27 material, with or without a suspension of finely divided coloring matter, which changes to a solid
28 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other
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, clutches, totes. 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 The Parties intend this Consent Judgment to set new industry-wide standards
20 for lead in various components of Fashion Accessories that are feasible for manufacturers,
21 importers, distributors, and retailers to implement, and that comply with Proposition 65.

22 2.7 For purposes of this Consent Judgment only, the Parties stipulate that this
23 Court has jurisdiction over the allegations of violations contained in the operative Complaint
24 applicable to each Settling Defendant (the "Complaint") and personal jurisdiction over each
25 Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of
26 Alameda, and that this Court has jurisdiction to enter this Consent Judgment.

27 2.8 Nothing in this Consent Judgment is or shall be construed as an admission by
28 the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance

1 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
2 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
3 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
4 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
5 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in
6 this action.

7 **3. INJUNCTIVE RELIEF**

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

14 3.2 **Lead Limits.**

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

18 3.2.1 Commencing on December 1, 2010, Paint or other Surface Coatings on
19 Accessible Components: 90 parts per million ("ppm").

20 3.2.2 Commencing on December 1, 2010, leather (including composited leather)
21 Accessible Components: 600 ppm; and commencing on December 1, 2011: 300 ppm. In
22 the alternative, Covered Products containing multiple patches of different scrap leathers
23 may be sold with a clear and reasonable warning provided pursuant to the requirements of
24 Section 3.4.

25 3.2.3 Commencing on December 1, 2010, polyvinyl chloride ("PVC")
26 Accessible Components: 300 ppm, and commencing on December 1, 2011, PVC
27 Accessible Components: 200 ppm.

28

1 3.2.4 Commencing December 1, 2010, for all other Accessible Components
2 other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones:
3 300 ppm.

4 3.3 **Final Retail Compliance Date.** Commencing on December 1, 2011, a
5 Settling Defendant shall not sell or offer for sale in California any Covered Product that exceeds
6 the Lead Limits specified in Section 3.2 as being effective December 1, 2010. Commencing on
7 December 1, 2012, a Settling Defendant shall not sell or offer for sale in California any Covered
8 Product that exceeds the Lead Limits specified in Section 3.2 as being effective December 1,
9 2011. For purposes of this Section 3.3, when a Settling Defendant's direct customer sells or
10 offers for sale to California consumers a Covered Product after the applicable Final Retail
11 Compliance Date, the Settling Defendant is deemed to "offer for sale in California" that Covered
12 Product.

13 3.4 **Warnings for Covered Products.**

14 3.4.1 **Interim Warning Option.** A Covered Product purchased, imported or
15 Manufactured by a Settling Defendant before December 1, 2010, may, as an alternative to
16 meeting the Lead Limits, be sold or offered for retail sale in California after December 1,
17 2011, with a Clear and Reasonable Warning that complies with the provisions of Section
18 3.4.2.

19 3.4.2 **Proposition 65 Warnings.** A Clear and Reasonable Warning under this
20 Consent Judgment shall state either:

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

24 Or

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

1 This statement shall be prominently displayed on the Covered Product or the packaging of
2 the Covered Product with such conspicuousness, as compared with other words,
3 statements or designs as to render it likely to be read and understood by an ordinary
4 individual prior to sale. For internet, catalog or any other sale where the consumer is not
5 physically present and cannot see a warning displayed on the Covered Product or the
6 packaging of the Covered Product prior to purchase or payment, the warning statement
7 shall be displayed in such a manner that it is likely to be read and understood prior to the
8 authorization of or actual payment.

9 **3.5 Action Regarding Specific Products.**

10 3.5.1 On or before the Effective Date, each Settling Defendant shall (i) cease
11 selling the specific products (if any) identified as Section 3.5 Products next to its name on
12 Exhibit A (the "Section 3.5 Products") in California, and (ii) cease shipping the Section
13 3.5 Products to any of its customers that resell the Section 3.5 Products in California, and
14 (iii) send instructions to its customers that resell the Section 3.5 Products in California
15 instructing them to cease offering such Section 3.5 Products for sale in California.

16 3.5.2 If a Settling Defendant has not complied with Section 3.5.1 prior to
17 executing this Consent Judgment, it shall instruct its California stores and/or customers
18 that resell the Section 3.5 Products either to (i) return all the Section 3.5 Products to the
19 Settling Defendant for destruction; or (ii) directly destroy the Section 3.5 Products; or (iii)
20 sell the Section 3.5 Products with a Clear and Reasonable Warning that complies with the
21 provisions of Section 3.4.2.

22 3.5.3 Any destruction of Section 3.5 Products shall be in compliance with all
23 applicable laws.

24 3.5.4 Within sixty days of the Effective Date, each Settling Defendant shall
25 provide CEH with written certification from the Settling Defendant confirming
26 compliance with the requirements of this Section 3.5.

27
28

1 3.6 **Deadlines for Belts and Footwear.** Each of the dates set forth in Sections
2 3.2, 3.3 and 3.4 is extended by one year with respect to Covered Products that are belts or
3 footwear.

4 **4. ENFORCEMENT**

5 4.1 Any Party may, after meeting and conferring, by motion or application for an
6 order to show cause before this Court, enforce the terms and conditions contained in this Consent
7 Judgment. Enforcement of the terms and conditions of Section 3.2 and 3.3 of this Consent
8 Judgment shall be brought exclusively pursuant to Sections 4.3 through 4.4.

9 4.2 Within 30 days after the Effective Date, each Settling Defendant shall notify
10 CEH of a means sufficient to allow CEH to identify Covered Products supplied or offered by that
11 Settling Defendant on or after that date, for example, a unique brand name or characteristic
12 system of product numbering or labeling. Information provided to CEH pursuant to this Section
13 4.2, 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.

28

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

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

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

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

19 **4.5 Additional Enforcement for Noncompliant Non-Covered Products.** If
20 CEH alleges that a Settling Defendant sold or offered for retail sale to California consumers a
21 Fashion Accessory that is not a Covered Product, and that contains Lead in an amount that
22 exceeds any of the applicable Lead Limits ("Noncompliant Non-Covered Product"), then prior to
23 CEH serving a 60-Day Notice under Proposition 65 on such Settling Defendant, CEH shall
24 provide notice to the Settling Defendant pursuant to this Section 4.5.

25 4.5.1 The notice shall contain the information required for a Notice of Violation
26 in Section 4.3. If the information is insufficient to allow the Settling Defendant to identify
27 the Noncompliant Non-Covered Product and/or Vendor, it may request that CEH provide
28

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
28

1 or entity, and shall use such information solely for purposes of resolving any disputes
2 under this Consent Judgment.

3 4.5.4 No further action is required of the Settling Defendant under this Consent
4 Judgment if the Noncompliant Non-Covered Product is otherwise released from liability
5 for alleged violations of Proposition 65 with respect to Lead in the Noncompliant Non-
6 Covered Product by the terms of a separate settlement agreement or consent judgment
7 entered into by CEH under Health & Safety Code § 25249.7 (“Qualified Settlement”).

8 4.5.5 If the Settling Defendant elects not to proceed under Section 4.5, then
9 neither the Settling Defendant nor CEH has any further duty under this Section 4.5 and
10 either may pursue any available remedies under Proposition 65 or otherwise. If the
11 Settling Defendant elects to proceed under Section 4.5.2(c)(ii), then compliance with that
12 Section shall constitute compliance with Proposition 65 as to that Noncompliant Non-
13 Covered Product.

14 4.5.6 If the Settling Defendant elects to proceed under this Section 4.5 and is not
15 relieved of liability under Section 4.5.4, the Settling Defendant shall make a contribution
16 to the Fashion Accessory Testing Fund in the amounts that follow unless one of the
17 provisions of Section 4.4.3(c) applies, in which case the applicable amount specified in
18 Section 4.4.3(c) if any, shall instead apply. The contribution shall be \$5,000 if at least one
19 of the person(s) identified by the Settling Defendant pursuant to Section 4.5.2 (i) is a
20 person in the course of doing business as defined in Health & Safety Code § 25249.11(b)
21 and (ii) has a principal place of business located within the United States, and \$10,000 for
22 all other notices.

23 4.5.7 If a Settling Defendant makes a contribution pursuant to this Section and at
24 a later date CEH resolves the alleged violation with the direct or indirect Vendor of the
25 Noncompliant Non-Covered Product, CEH shall notify the Settling Defendant and the
26 Settling Defendant shall be entitled to a refund of the lesser amount of its contribution or
27 the settlement amount paid by such Vendor. If the settlement or consent judgment
28 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 Initial Settling Defendant Group shall pay a base settlement
16 amount of thirty-two thousand five hundred dollars (\$32,500).

17 (b) Each Initial Settling Defendant Group that elected to apply the
18 terms of this Consent Judgment to a second type of Fashion Accessories as reflected on
19 Exhibit A shall, in addition to the amount set forth in Section 5.1.1(a), pay an additional
20 (a) six thousand five hundred dollars (\$6,500) if the Initial Settling Defendant Group did
21 not receive a 60-Day Notice from CEH regarding the alleged presence of Lead in such
22 second type of Fashion Accessory before December 18, 2009, or (b) nine thousand dollars
23 (\$9,000) if the Initial Settling Defendant Group received a 60-Day Notice from CEH
24 regarding the alleged presence of Lead in such second type of Fashion Accessory before
25 December 18, 2009.

26 (c) Each Initial Settling Defendant Group that elected to apply the
27 terms of this Consent Judgment to a third type of Fashion Accessories as reflected on
28 Exhibit A shall, in addition to the amount set forth in Section 5.1.1(a) and 5.1.1(b), pay an

1 additional (a) six thousand five hundred dollars (\$6,500) if the Initial Settling Defendant
2 Group did not receive a 60-Day Notice from CEH regarding the alleged presence of Lead
3 in such third type of Fashion Accessory before December 18, 2009, or (b) nine thousand
4 dollars (\$9,000) if the Initial Settling Defendant Group received a 60-Day Notice from
5 regarding the alleged presence of Lead in such third type of Fashion Accessory before
6 December 18, 2009.

7 (d) Each Initial Settling Defendant Group that includes an Initial
8 Settling Defendant identified as an Affiliated Settling Defendant on Exhibit A shall pay
9 the amount set forth on Exhibit A for such Affiliated Settling Defendants.

10 **5.1.2 Payments by Opt-In Settling Defendants.** Within forty-five days of
11 Notice of Entry of the original Consent Judgment, each Opt-In Settling Defendant shall
12 pay the sum set forth for that Opt-In Settling Defendant in Exhibit A. These amounts are
13 calculated as follows:

14 (a) Each Opt-In Settling Defendant shall pay a base settlement amount
15 of forty thousand dollars (\$40,000).

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 5.1.1(a), pay an additional ten
19 thousand dollars (\$10,000) for a total payment of fifty thousand dollars (\$50,000).

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) for a total payment of sixty thousand dollars (\$60,000).

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.keh.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, totes,
16 belts and footwear to verify compliance with the reformulation requirements of Section 3, to
17 prepare, send and prosecute Notices of Violation as necessary to Settling Defendants pursuant to
18 Section 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.

27
28

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

1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon entry by the Court. CEH
3 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants
4 shall support entry of this Consent Judgment.

5 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
6 effect and shall never be introduced into evidence or otherwise used in any proceeding for any
7 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

8 **10. ATTORNEYS' FEES**

9 10.1 Should CEH prevail on any motion, application for an order to show cause of
10 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
11 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a
12 Settling Defendant prevail on any motion application for an order to show cause or other
13 proceeding, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a
14 result of such motion or application upon a finding by the court that CEH's prosecution of the
15 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
16 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
17 1986, Code of Civil Procedure §§ 2016, *et seq.*

18 10.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
19 its own attorneys' fees and costs.

20 10.3 Nothing in this Section 10 shall preclude a Party from seeking an award of
21 sanctions pursuant to law.

22 **11. TERMINATION**

23 11.1 This Consent Judgment shall be terminable by CEH or by any Settling
24 Defendant as to that Settling Defendant at any time after September 1, 2017, upon the provision
25 of 30 days advanced written notice; such termination shall be effective upon the subsequent filing
26 of a notice of termination with Superior Court of Alameda County.

27 11.2 Should this Consent Judgment be terminated pursuant to this Section, it shall
28 be of no further force or effect as to the terminated parties; provided, however that if CEH is the

1 terminating Party, the provisions of Sections 5, 7, and 12.1 shall survive any termination and
2 provided further that if a Settling Defendant is the terminating Party, the provisions of Sections 5,
3 7.1 and 12.1 shall survive any termination.

4 **12. OTHER TERMS**

5 12.1 The terms of this Consent Judgment shall be governed by the laws of the State
6 of California.

7 12.2 This Consent Judgment shall apply to and be binding upon CEH and Settling
8 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
9 assigns of any of them.

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

22 12.4 Nothing in this Consent Judgment shall release, or in any way affect any rights
23 that any Settling Defendant might have against any other party, whether or not that party is a
24 Settling Defendant.

25 12.5 This Court shall retain jurisdiction of this matter to implement or modify the
26 Consent Judgment.
27
28

1 12.6 The stipulations to this Consent Judgment may be executed in counterparts
2 and by means of facsimile or portable document format (pdf), which taken together shall be
3 deemed to constitute one document.

4 12.7 Each signatory to this Consent Judgment certifies that he or she is fully
5 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
6 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
7 Party.

8 12.8 The Parties, including their counsel, have participated in the preparation of
9 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
10 This Consent Judgment was subject to revision and modification by the Parties and has been
11 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
12 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
13 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
14 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to
15 be resolved against the drafting Party should not be employed in the interpretation of this Consent
16 Judgment and, in this regard, the Parties hereby waive California Civil Code Section 1654.

17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED:

Dated: _____, 2010	<hr/> The Honorable Steven A. Brick Judge of the Superior Court
--------------------	--

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

IT IS SO STIPULATED:

CENTER FOR ENVIRONMENTAL HEALTH



Signature

CHARLIZ PIZANO

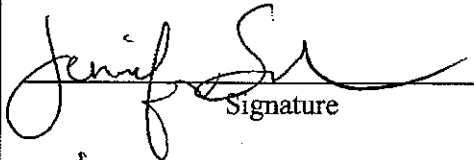
Printed Name

ASSOCIATE DIRECTOR

Title

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

ACME ACCESSORIES, INC.


Signature

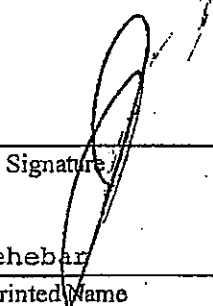
Jennifer Sebenius
Printed Name

V.P. of Licensing
Title

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

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

RAINBOW USA, INC.


Signature


Signature

Joseph Chehebar
Printed Name

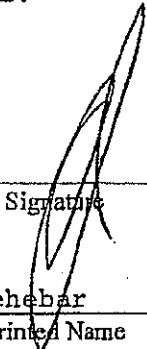
Joseph Chehebar
Printed Name

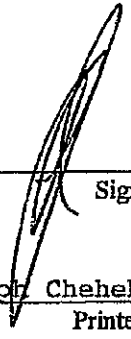
Vice President
Title

Vice President
Title

RAINBOW APPAREL DISTRIBUTION
CENTER CORP.

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


Signature


Signature

Joseph Chehebar
Printed Name

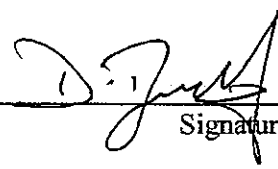
Joseph Chehebar
Printed Name

Vice President
Title

Vice President
Title

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

ALDO GROUP INC.



Signature

DAVID BENSADOUN
Printed Name

Group Vice President
Title

ALDO U.S. INC.



Signature

DAVID BENSADOUN
Printed Name

Group Vice President
Title

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

AMERICAN EAGLE OUTFITTERS, INC.

N. Balman Jr

Signature

N. Balman Jr

Printed Name

VP

Title

AE RETAIL WEST LLC

N. Balman Jr

Signature

N. Balman Jr

Printed Name

VP

Title

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


BAG BAZAAR. LTD.


Signature

SOLOMON A. SUTTON
Printed Name

C. B. O
Title

ACCESSORY EXCHANGE LLC


Signature

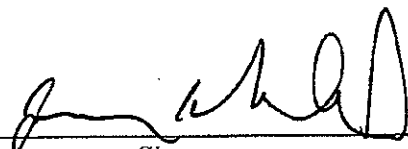
SOLOMON A SUTTON
Printed Name

C. B. O
Title

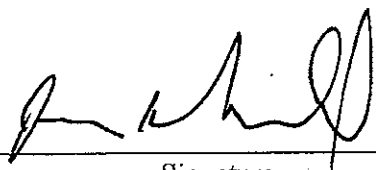
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CAMUTO CONSULTING INC.

**VCJS LLC erroneously sued as
CAMUTO GROUP - VCJS LLC**



Signature



Signature

Jeffrey K. Howald

Printed Name

Jeffrey K. Howald

Printed Name

Chief Financial Officer

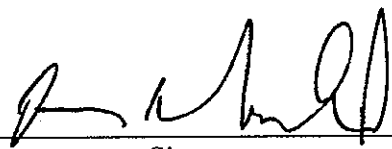
Title

Chief Financial Officer

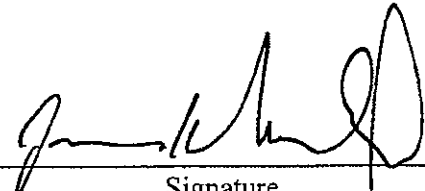
Title

HOT ON TIME LLC

VINCENT CAMUTO LLC



Signature



Signature

Jeffrey K. Howald

Printed Name

Jeffrey K. Howald

Printed Name

Chief Financial Officer

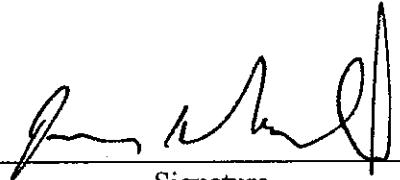
Title

Chief Financial Officer

Title

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

VCS GROUP LLC



Signature

Jeffrey K. Howald

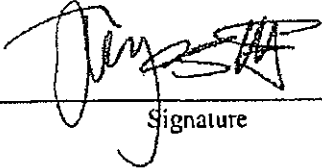
Printed Name

Chief Financial officer

Title

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

COLDWATER CREEK, INC.



Signature

John E. Hayes

Printed Name

Sr. VP, General Counsel, Acting
CFO & Secretary

COLDWATER CREEK U.S. INC.



Signature

John E. Hayes

Printed Name

President

Title

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

DIESEL U.S.A., INC.

Antonella Gaudio
Signature

Antonella Gaudio
Printed Name

Director of Purchasing
Title

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

DSW SHOE WAREHOUSE, INC.



Signature

William Jordan

Printed Name

VP, General Counsel

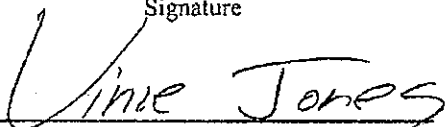
Title

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

EBAGS, INC.



Signature



Printed Name



Title

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

EXPRESS, LLC

Matt Moell

Signature

Matt Moellering

Printed Name

CAO, CEO

Title

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

FANTASIA ACCESSORIES, LTD.



Signature

Edward Azar


Printed Name

Resident

Title

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

FOREVER 21 RETAIL, INC.


Signature

Jong S. Kim
Printed Name

Senior Vice President
Title

1 FOSSIL, INC.

2

3

4


Signature

5

6

Mark Quick
Printed Name

7

8

9

Vice Chairman
Title

10

11

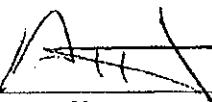
12

13 FOSSIL STORES I, INC.

14

15

16


Signature

17

18

Randy Hyne
Printed Name

19

20

21

Secretary
Title

22

23

24

25

26

27

28

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

GUESS?, INC.

Al Siegel
Signature

Deborah Siegel
Printed Name

Secretary
Title

GUESS? RETAIL, INC.

Al Siegel
Signature

Deborah Siegel
Printed Name

Secretary
Title

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

J.C. PENNEY CORPORATION, INC.

Lorraine Hitch
Signature

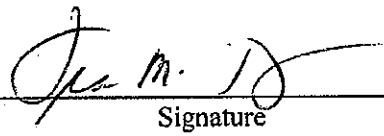
LORRAINE HITCH
Printed Name

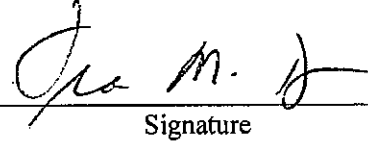
SVP/Genl Footwear and Handbags
Title

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

JONES APPAREL GROUP, INC.

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


Signature


Signature

Ira M. Dansky

Ira M. Dansky

Printed Name

Printed Name

Executive Vice President, Secretary and General Counsel

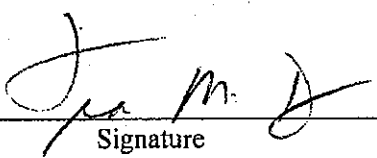
Executive Vice President and Secretary

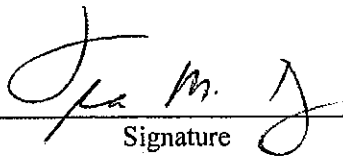
Title

Title

JONES APPAREL GROUP USA, INC.

JONES JEANSWEAR GROUP, INC.


Signature


Signature

Ira M. Dansky

Ira M. Dansky

Printed Name

Printed Name

Secretary

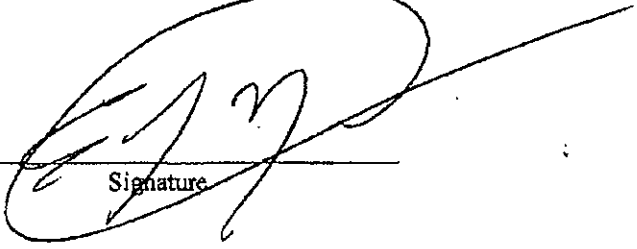
Secretary

Title

Title

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

KOHL'S DEPARTMENT STORES, INC.



Signature

GERRY MORROW

Printed Name

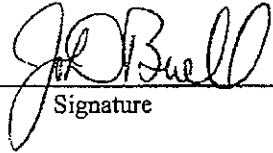
SENIOR VICE PRESIDENT PRODUCT SERVICES

Title

Rev. *[initials]*

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

LIMITED STORES, LLC


Signature

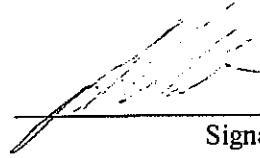
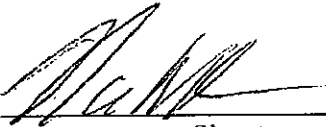
John D. Buell
Printed Name

EVP & CFO
Title

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

LIZ CLAIBORNE, INC.

JUICY COUTURE, INC.



Signature

Signature

Nicholas Rubino

Nicholas Rubino

Printed Name

Printed Name

SVP, Chief Legal Officer, General Counsel + Secretary

SVP, Chief Legal Officer, General Counsel + Secretary

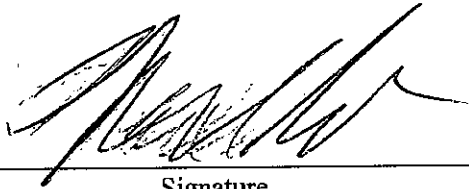
Title

Title

Secretary

KATE SPADE LLC

LUCKY BRAND DUNGAREES, INC.



Signature

Signature

Nicholas Rubino

Nicholas Rubino

Printed Name

Printed Name

SVP, Chief Legal Officer, General Counsel + Secretary

SVP, Chief Legal Officer, General Counsel + Secretary

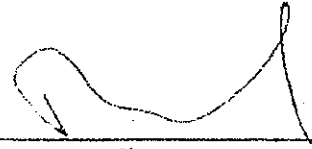
Title

Title

Secretary

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

MACY'S, INC.



Signature

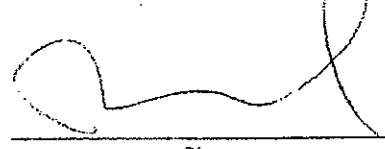
Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

Title

MACY'S DEPARTMENT STORES, INC.



Signature

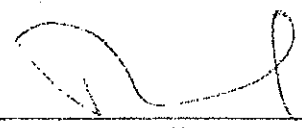
Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

Title

BLOOMINGDALE'S, INC.



Signature

Dennis Broderick

Printed Name

EVP, General Counsel & Secretary

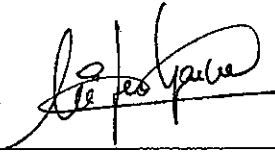
Title

1 MANGO NY, INC.

2

3

4



Signature

5

6

MARIA JESUS GARCIA LEUMBERRI

7

Printed Name

8

9

PRESIDENT

Title

10

11

12

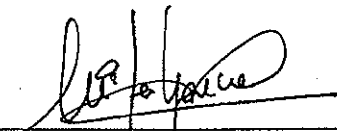
13

DISTEX, INC.

14

15

16



Signature

17

18

MARIA JESUS GARCIA LEUMBERRI

19

Printed Name

20

21

PRESIDENT

Title

22

23

24

25

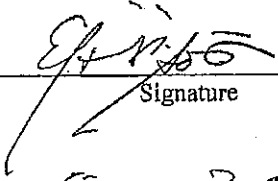
26

27

28

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

METROPARK USA, INC.



Signature

E. P. SOTOS

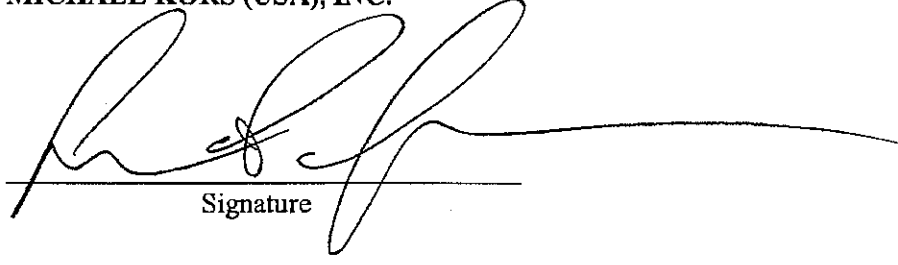
Printed Name

CHIEF OPERATING & FINANCIAL OFFICER

Title

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

MICHAEL KORS (USA), INC.


Signature

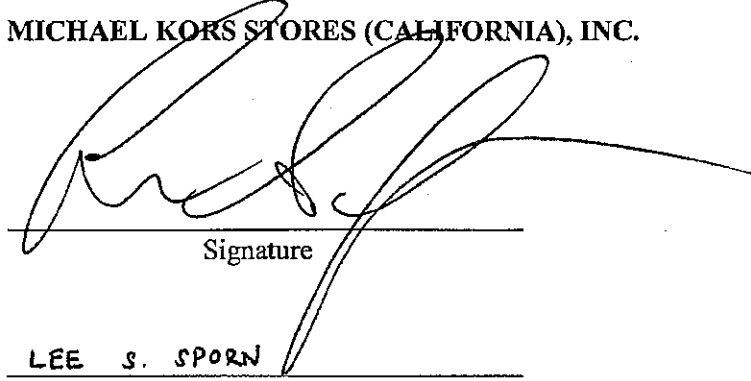
LEE S. SPORN

Printed Name

SENIOR VICE PRESIDENT, BUSINESS AFFAIRS, GENERAL COUNSEL & SECRETARY

Title

MICHAEL KORS STORES (CALIFORNIA), INC.


Signature

LEE S. SPORN

Printed Name

SENIOR VICE PRESIDENT, BUSINESS AFFAIRS, GENERAL COUNSEL & SECRETARY

Title

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

MONDANI HANDBAGS & ACCESSORIES, INC.

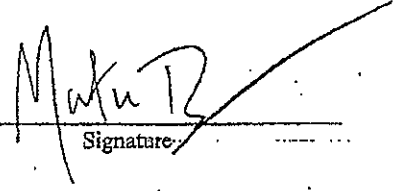

Signature

ROBERT H. DREYLING
Printed Name

CFO
Title

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

PACIFIC WORLDWIDE, INC.


Signature

MARTIN TERZIAN
Printed Name

PRESIDENT
Title

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

PHILLIPS-VAN HEUSEN CORPORATION


Signature

Mark D. Fischer
Printed Name

Senior Vice President
Title

CALVIN KLEIN, INC.


Signature

Mark D. Fischer
Printed Name

SENIOR VICE PRESIDENT
Title

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

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


Signature

DAVID K. BREWER
Printed Name

PRESIDENT
Title

1 ROSETTI HANDBAGS AND ACCESSORIES, LTD.

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


Signature

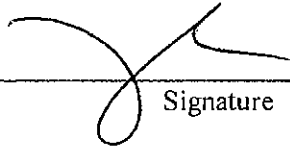
Ronald Ventricelli
Printed Name

Chief Operative Officer
Title

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

SAKS INCORPORATED

SAKS & COMPANY


Signature


Signature

MICHAEL BRIZER
Printed Name

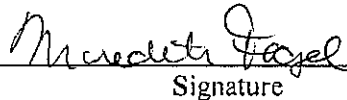
Meredith Fogel
Printed Name

VP & General Counsel
Title

VP & Assistant Secretary
Title

SCCA STORE HOLDINGS, INC.

SAKS DIRECT, LLC


Signature


Signature

Meredith Fogel
Printed Name

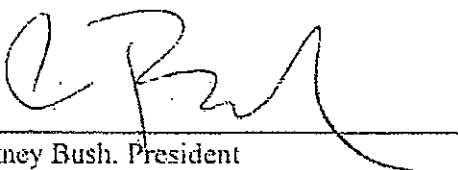
Meredith Fogel
Printed Name

VP & Assistant Secretary
Title

VP & Assistant Secretary
Title

1 SAN DIEGO HAT COMPANY

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



3/23/2010

Courtney Bush, President

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

SANRIO, INC.


Signature

Katsumi Murakami
Printed Name

President & CEO
Title

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

SEARS, ROEBUCK & CO.

MARY Tortorice
Signature

Mary Tortorice
Printed Name

VP / Deputy General Counsel
Title

KMART CORPORATION

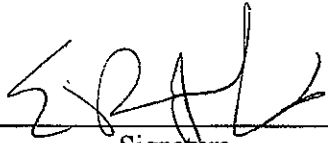
MARY Tortorice
Signature

Mary Tortorice
Printed Name

VP / Deputy General Counsel
Title

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

STEVEN MADDEN LTD.



Signature

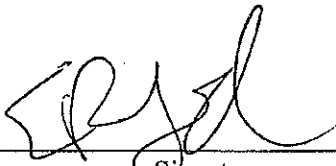
Edward Rosenfeld

Printed Name

CEO

Title

STEVEN MADDEN RETAIL, INC.



Signature

Edward Rosenfeld

Printed Name

CEO

Title

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

TARGET CORPORATION

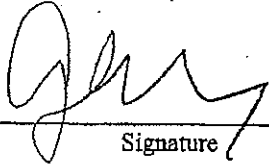
Sgr Seidl
Signature

Sonya Seidl
Printed Name

Corporate Counsel
Title

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

THE DRESS BARN, INC.

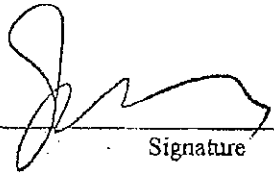


Signature

Printed Name
GENE L. WEXLER
SVP, GENERAL COUNSEL

Title

MAURICES INCORPORATED



Signature

Printed Name
GENE L. WEXLER
SVP, GENERAL COUNSEL

Printed Name

Title

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

THE TJX COMPANIES, INC.

Ann McLeary

Signature

Ann McLeary

Printed Name

CVP

Title

T.J. MAXX OF CA, LLC

Ann McLeary

Signature

Ann McLeary

Printed Name

Secretary

Title

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

URBAN BRANDS, INC.

Michael A. Abate

Signature

Michael A. Abate

Printed Name

VP/TREASURER

Title

ASHLEY STEWART LTD.

Michael A. Abate

Signature

Michael A. Abate


Printed Name

VP/TREASURER

Title

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

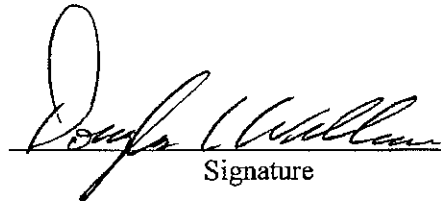
**VICTORIA'S SECRET DIRECT BRAND
MANAGEMENT, LLC**


Signature

Douglas L. Williams
Printed Name

General Counsel
Title

VICTORIA SECRET STORES, LLC


Signature

Douglas L. Williams
Printed Name

General Counsel
Title

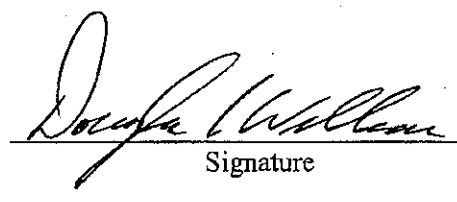
BATH & BODY WORKS DIRECT, INC.


Signature

Douglas L. Williams
Printed Name

General Counsel
Title

BATH & BODY WORKS LLC


Signature

Douglas L. Williams
Printed Name

General Counsel
Title

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

HENRI BENDEL, INC.

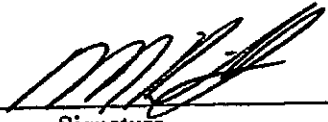

Signature

Douglas L. Williams
Printed Name

General Counsel
Title

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

VIEWMARK USA, INC.



Signature

MARTIN RAKOVITCH

Printed Name

PRESIDENT

Title

Dated: August 5, 2010

adidas America, Inc.

Defendant Name

Kurt Tanday
Signature

KURT NATH TANDAN
Printed Name

Assoc. Gen. Counsel
Title

Dated: July 29, 2010

AM Retail Group, Inc.

Defendant Name



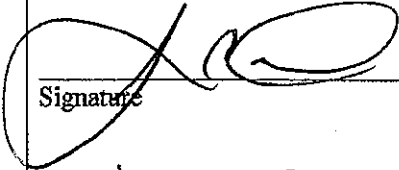
Signature

Randon Q. Roland

Printed Name

Senior Vice President & CFO

Title

Dated: <u>8/6</u> , 2010	AMICI ACCESSORIES LTD Defendant Name  Signature JAMES C. DUNNE Printed Name President Title
--------------------------	--

Dated: August 11, 2010

BEC INTERNATIONAL LLC

Defendant Name



Signature

ROBERT B. CAMPBELL

Printed Name

MANAGING MEMBER

Title

Dated: August 6, 2010

BCBG Max Azria Group, Inc.

Defendant Name

Maryn Miller


Signature

Maryn Miller

Printed Name

General Counsel


Title

Dated: <u>August 9</u> , 2010	Bebe Stores, Inc. Defendant Name Signature  Larry Smith Printed Name SVP & General Counsel Title
-------------------------------	--

Dated: AUGUST 9, , 2010

BELGO LUX, INC.

Defendant Name



Signature

ALLEN MAJNEMER

Printed Name

SECRETARY AND TREASURER

Title

Dated: August 6, 2010

Betsey Johnson LLC
B.J. Vines, Inc.

Defendant Name

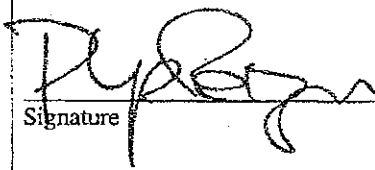

Signature

Jonathan Friedman
Printed Name

EVP - COO / CFO
Title

Dated: July, 2010

Brookstone Company, Inc.
Defendant Name


Signature

Philip Roizin
Printed Name

Executive Vice-President and CFO
Title



Dated: Aug 11, 2010

Brown Shoe Company, Inc.
Defendant Name

Emily Schultz
Signature

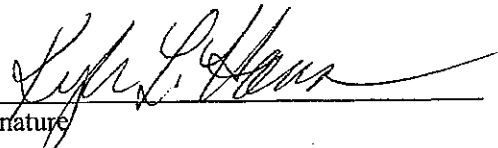
EMILY SCHULTZ
Printed Name

ASSOCIATE GENERAL COUNSEL
Title

Dated: July 8, 2010

The Buckle, Inc.

Defendant Name


Signature

Kyle L. Hanson

Printed Name

General Counsel & Corporate Secretary

Title

Dated: August 10, 2010

BURLEIGH POINT, LTD.

Defendant Name



Signature

PAUL NAUDE

Printed Name

CEO

Title

Dated: August 10, 2010

BILLABONG RETAIL, INC.

Defendant Name



Signature

PAUL NAUDE

Printed Name

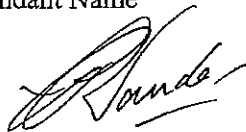
CEO

Title

Dated: August 10, 2010

ELEMENT SKATEBOARDS, INC.

Defendant Name



Signature

PAUL NAUDE

Printed Name

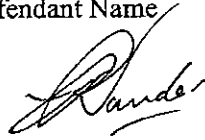
CEO

Title

Dated: August 10, 2010

NIXON, INC.

Defendant Name



Signature

PAUL NAUDE

Printed Name

CEO

Title

Dated: July 27, 2010

The Burton Corporation
Defendant Name


Signature

Sean Pelkey
Printed Name

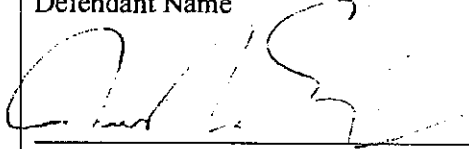
Director of Global Quality & Asia Operations
Title

<p>Dated: <u>July 1</u>, 2010</p>	<p><u>Byer California</u> Defendant Name</p> <p><u>Joel D. Feldman</u> Signature</p> <p><u>Joel D. Feldman</u> Printed Name</p> <p><u>President, COO</u> Title</p>
-----------------------------------	--

Dated: 12 July, 2010

C & J Clark America Inc./C & J Clark Retail
Inc.

Defendant Name



Signature

James R. Salzano

Printed Name

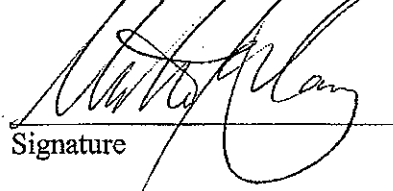
EVP

Title

Dated: July 16, 2010

C.R.A. Int'l Industrial Inc.

Defendant Name



Signature

Michael Wang

Printed Name


Manager

Title

Dated: August 9, 2010

California ONAX, Inc.

Defendant Name



Signature

Michelle Molfino

Printed Name

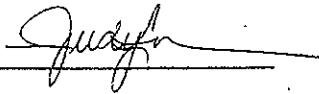
CFO

Title

Dated: July 8, 2010

Carryland Company, Inc.

Defendant Name

Judy Lin 
Signature

Judy Lin

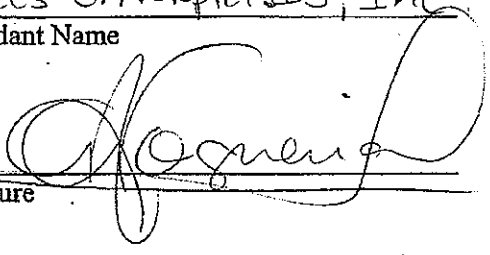
Printed Name

Executive Vice President

Title

Dated: Aug 6, 2010

Cels Enterprises, Inc
Defendant Name


Signature

MIRYAN NOGUEIRA
Printed Name

VP, Strategic Planning
Title

Dated: August 24, 2010

Charlotte Russe, Inc.

Defendant Name

3
Signature

Zina Rabinovich


Printed Name

SVP Corporate Controller

Title

Dated: August 11, 2010

Chateau International, Inc.
Defendant Name



Signature

Grace Han
Printed Name

Vice President, COO
Title

Dated: 08/08, 2010

Chenson, Industrial Co. LTD, Inc.

Defendant Name

Signature

Phil Chen

Printed Name

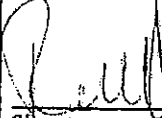
General Manager

Title

Dated: 8/20, 2010

Claire's Boutiques

Defendant Name



Signature

Rebecca Orand

Printed Name

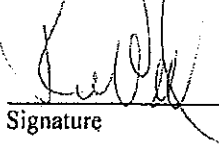
General Counsel

Title

Dated: Aug 17, 2010

CBI Distributing Corp.

Defendant Name



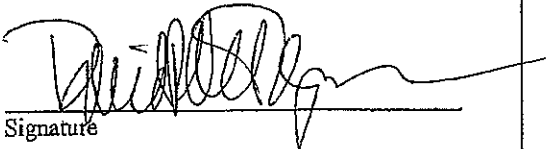
Signature


Rebecca Orand

Printed Name

General Counsel

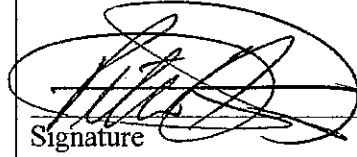
Title

<p>Dated: <u>August 6</u>, 2010</p>	<p>Cole Haan and Cole Haan Company Store Defendant Name</p> <p> Signature</p> <p>David R. McTague Printed Name</p> <p>Chief Executive Officer Title</p>
-------------------------------------	---

Dated: _____, 2010	Comeco, Inc.
	Defendant Name
	
	Signature
	Shen Ey Cheng
Printed Name	
CEO	
Title	

Dated: Jul 28th, 2010

CONNORS FONG & MANCUSO INC.
Defendant Name AKA CONNORS FOOTWEAR INC.


Signature

PETER FONG
Printed Name

V. PRESIDENT
Title

Dated: August 10, 2010

Dolce Vita Footwear, Inc.
Defendant Name

Andrew M. Beckis
Signature

Andrew M. Beckis
Printed Name

CFD
Title

Dated: August 10, 2010

DV Retail, Inc.
Defendant Name

Andrew M. Beckbill
Signature

ANDREW M. BECKBILL
Printed Name

CFO
Title

Dated: August 9th, 2010

The Donna Karan Company LLC; The Donna
Karan Company Store LLC; and Donna
Karan International Inc.

Defendant Name

Signature



Printed Name

Lynn E. Usdan

Title

Secretary

Dated: June 24th, 2010

E.M.S. Trading Inc. d/b/a Michael Antonio
Defendant Name Footwear Group

Jack Wen-chieh Su
Signature

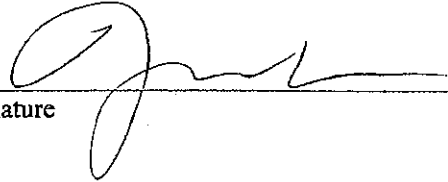
Jack Wen-chieh Su
Printed Name

Secretary
Title

Dated: Aug 5th, 2010

East Lion Corp.

Defendant Name



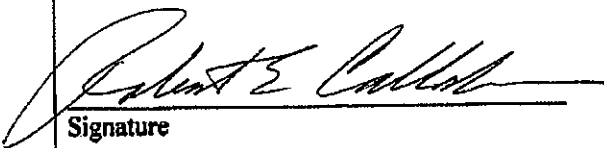
Signature

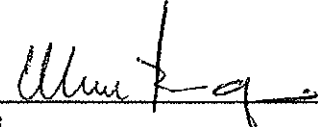
Julie Kuo

Printed Name

Vice President

Title

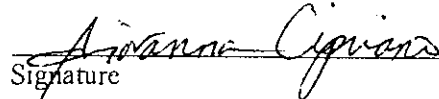
<p>Dated: <u>8/9</u>, 2010</p>	<p><u>Elan Polo INC.</u> Defendant Name</p> <p> Signature</p> <p><u>Robert Callahan</u> Printed Name</p> <p><u>President</u> Title</p>
--------------------------------	--

Dated: <u>June 24</u>	, 2010	Ellie Shoes, Inc.
		Defendant Name
		
		Signature
		Ellen Renger
		Printed Name
		Chief Executive Officer
		Title

Dated: August 13, 2010

Footlocker.com, Inc.
Foot Locker Retail, Inc.

Defendant Name


Signature

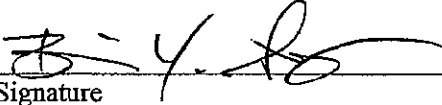
Giovanna Cipriano
Printed Name

Sr. Vice President
Title

Dated: August 11, 2010

Foreign Exchange, Inc.

Defendant Name



Signature

Brian Song

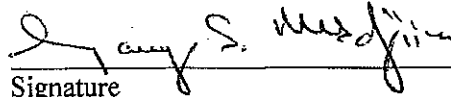
Printed Name

President

Title

Dated: July 26, 2010

Fox Head, Inc.
Defendant Name


Signature

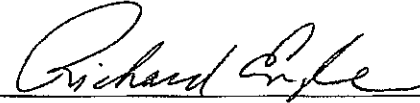
Gary Mesdjian
Printed Name

Chief Financial Officer
Title

Dated: June 18, 2010

Fu Feng Group (HK) Investment Ltd.

Defendant Name



Signature

Richard Engle

Printed Name

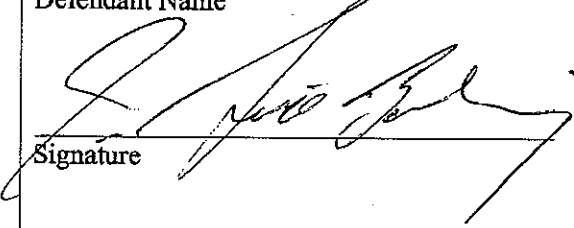
Agent

Title

Dated: July 30, 2010

H.H. Brown Shoe Company, Inc.

Defendant Name


Signature

J. Scott Bohling

Printed Name

Executive Vice President & CFO

Title

Dated: August 11, 2010

J.C. Penney Corporation, Inc.

Defendant Name

Lorraine Hitch

Signature

Lorraine Hitch

Printed Name

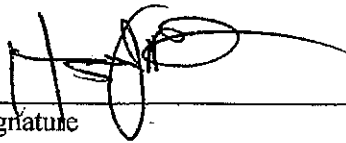
Senior Vice President, GMM

Title

Dated: JULY, 19 _____, 2010

J P ORIGINAL CORPORATION

Defendant Name



Signature

C. H. HSUEH

Printed Name

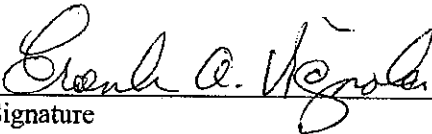
CEO

Title

Dated: 8/3 _____, 2010

JIMLAR Corporation

Defendant Name



Signature

Frank A. Vignola

Printed Name

CFO

Title

Dated: August 10th, 2010

Johnny Appleseed's, Inc.

Defendant Name


Signature

T. Neale Attenborough

Printed Name

Chief Executive Officer

Title

Dated: July 19, 2010

Kenneth Cole Productions, Inc
Defendant Name

David P. Edelman
Signature

DAVID P. EDELMAN
CFO
Printed Name

Title

Dated: July 8, 2010

LEGEND FOOTWEAR, INC.

Defendant Name


Signature

Jack Tsai

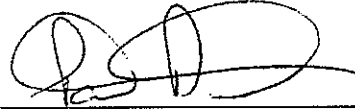
Printed Name

President

Title

Dated: August 9, 2010

Lodi's Accessories, Inc
Defendant Name


Signature

Signature

Paul Diamond
Printed Name

Printed Name

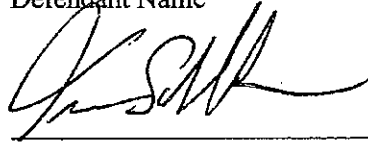
as President
Title

Title

Dated: August 5th, 2010

Loungefly, Inc.

Defendant Name



Signature

Trevor Schultz

Printed Name

CEO

Title

Dated: _____, 2010

Marc Jacobs International, L.L.C.
Defendant Name

Louise Firestone
Signature

Louise Firestone
Printed Name

Secretary
Title

Dated: Aug 11, 2010

me + you accessories inc
Pat Anderson Wash

Defendant Name

Pat Anderson

Signature

Pat Anderson Wash


Printed Name

President

Title

Dated: August 9, 2010

Defendant Name
**Mitzi International Handbags & Accessories,
Ltd. and SME Consolidated, Ltd.**

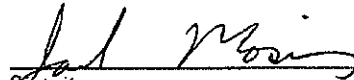


Signature

Printed Name Michael Betesh Title Co-President

Dated: 8/6, 2010

Mosinger Co. LLC
Defendant Name


Signature

Jack Mosinger
Printed Name

Managing Member
Title

Dated: August 6, 2010

Nakajima USA, Inc.
Defendant Name

x 
Signature

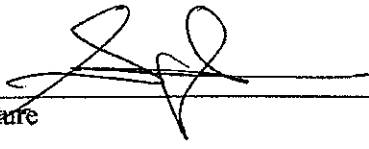
Shinji Nakajima
Printed Name

President
Title

Dated: August 1, 2010

Nicole, Inc.

Defendant Name


Signature

Samuel Lee

Printed Name

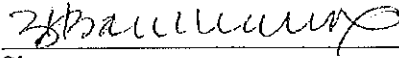
President

Title

Dated: August 11, 2010

NORDCITY.COM, INC.

Defendant Name



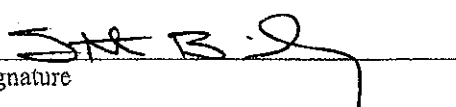
Signature

Barbara BarriHeaux

Printed Name

Business Litigation Counsel

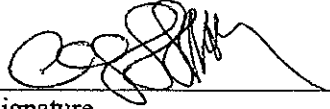
Title

<p>Dated: <u>July 21</u>, 2010</p>	<p><u>One-Distribution Company, LLC</u> Defendant Name</p> <p> Signature</p> <p><u>Scott Bailey</u> Printed Name</p> <p><u>President</u> Title</p>
------------------------------------	--

Dated: July 21, 2010

Pacific Seaweed of Cal. Farms, Inc.
and
Pacific Seaweed Staves Corp.

Defendant Name



Signature

CRAG E. BOSSELW

Printed Name

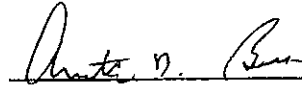
SVP + Genl Counsel

Title

Dated: August 9, 2010

Supreme International, LLC;
Perry Ellis Menswear LLC; Jantzen, LLC
CSC California LLC

Defendant Name



Signature

Anita Brut

Printed Name

CFO, Parent Company

Title

Dated: July 13, 2010

Polo Ralph Lauren Corporation
Defendant Name

Tracey Travis
Signature

Tracey Travis
Printed Name

CFO
Title

Dated: August 23, 2010

Ralph Lauren Footwear Corp.

Defendant Name

Tracey Travis

Signature

Tracey Travis

Printed Name

SVP & CFO

Title

Dated: July 28, 2010

PUMA North America, Inc.
Defendant Name


Signature

P. Mastrote Fano
Printed Name

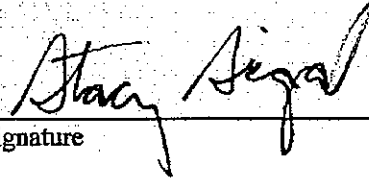
Vice President / General Counsel
Title

<p>Dated: <u>Aug 9</u>, 2010</p>	<p><u>Remac, LLP</u> Defendant Name</p> <p><u>Eric Harrison</u> Signature</p> <p><u>Eric Harrison</u> Printed Name</p> <p><u>President</u> Title</p>
----------------------------------	--

Dated: August 11, 2010

rue21, inc.

Defendant Name



Signature

Stacy Siegal

Printed Name

Vice President and General Counsel

Title

Dated: X 7-27, 2010

Sha Sha Collection, Inc., dba Mode Plus
Defendant Name

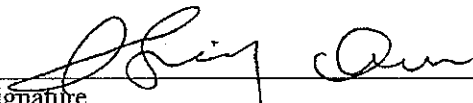
X 
Signature

Hoon Leem
Printed Name

CEO
Title

Dated: 7/27, 2010

Silhouette clothing, znc
Defendant Name


Signature

John Chun
Printed Name

President
Title

Dated: August 10, 2010

The Stride Rite Corporation and its
corporate affiliate Payless ShoeSource, Inc.

Defendant Name



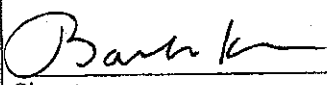
Signature

Michael J. Massey

Printed Name

Senior Vice President and General Counsel

Title


<p>Dated: <u>July 6</u>, 2010</p>	<p><u>Stuart Weitzman Holdings, LLC</u> Defendant Name</p> <p> Signature</p> <p><u>Barbara Kolsun</u> Printed Name</p> <p><u>Executive Vice President, General Counsel</u> Title</p>
-----------------------------------	--

STUART WEITZMAN HOLDINGS, LLC
11120

Dated: July 9, 2010

The Talbots, Inc.

Defendant Name



Chris Grayer

Printed Name

VP, Global Quality Assurance

Title

Dated: 8/24/, 2010

Tandy Brands Accessories, Inc.

Defendant Name

Craig Mackey

Signature

Craig Mackey

Printed Name

Vice President

Title

Dated: 8/24/, 2010

Tandy Brands Accessories Handbags, Inc.

Defendant Name

Craig Mackey

Signature

Craig Mackey

Printed Name

Vice President

Title

Dated: 8/24/, 2010

Amity/Rolfs, Inc.

Defendant Name

Craig Mackey

Signature

Craig Mackey

Printed Name

Vice President

Title

Dated: 8/24/, 2010

H.A. Sheldon Canada Ltd.

Defendant Name

Signature

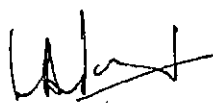


Craig Mackey

Printed Name

Vice President

Title

Dated: <u>7/28</u> , 2010	Ted Baker Limited Ted Baker New York, Inc. Defendant Name  Signature Lindsay Page Printed Name Corporate Secretary/Director Title
---------------------------	---

Dated: 8/10, 2010

Titan Industries, Inc.
Defendant Name


Signature

Brad Bailey
Printed Name

President
Title

Dated: August 10, 2010

Tory Burch LLC
Defendant Name


Reepal N-1
Signature

Reepal Shah
Printed Name

Chief Financial Officer
Title

Dated: July 8, 2010

Trebbiano, LLC
Defendant Name

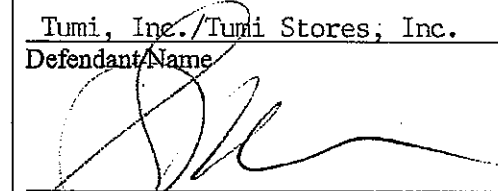

Signature

Richard Schaber
Printed Name

CFO
Title

Dated: July 1, 2010

Tumi, Inc./Tumi Stores, Inc.
Defendant Name


Signature

Steven A. Holt
Printed Name


Secretary/General Counsel
Title

<p>Dated: <u>August 10,</u> , 2010</p>	<p><u>VF Outdoor, Inc.</u> Defendant Name</p> <p><u><i>Rafferty A. Jackson</i></u> Signature</p> <p><u>Rafferty A. Jackson, Esq.</u> Printed Name</p> <p><u>Vice President and General Counsel</u> Title</p>
--	--

Dated: _____, 2010

Volcom, Inc
Volcom Retail, Inc.

Defendant Name



Signature

Hoby Darling

Printed Name

SVP, General Counsel

Title

Dated: August 9, 2010

VZI Investment Corp.

Defendant Name

Signature

Jon Kimmins

Printed Name

Executive Vice President of Finance

Title

Dated: August 10, 2010

WATHNE USA LLC
Defendant Name

Signature

ANUR KULKARNI

Printed Name

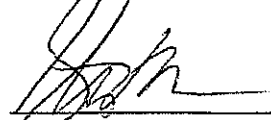
CFO

Title

Dated: _____, 2010

The Wet Seal, Inc.

Defendant Name



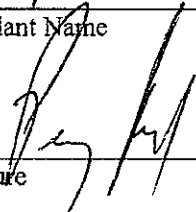
Signature

Steven Benrubi

Printed Name

Chief Financial Officer

Title

Dated: <u>8/11</u> , 2010	Y&S HANDBAKES INC. Defendant Name  Signature PINCUS RANG Printed Name PRES. Title
---------------------------	--

Dated: July 19, 2010

Zumiez, Inc.

Defendant Name

Trevor Lang

Signature

Trevor Lang

Printed Name

Chief Financial Officer

Title

EXHIBIT A-1
Initial Settling Defendants

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

EXHIBIT A
Initial Settling Defendants

Settling Defendant(s): Acme Accessories, Inc.

1. Fashion Accessories Applicable to Defendant:

Wallets, Handbags, Purses, Clutches and Totes

Belts

Footwear

2. Section 3.5 Products:

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

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

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

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

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

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment \$32,500

Civil Penalty \$1,000

Payment in Lieu of Civil Penalty \$9,700

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

Attorneys' Fees and Costs \$19,800

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

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

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

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

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

5 Wallets, Handbags, Purses, Clutches and Totes

6 Belts

7 Footwear

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

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

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

12 Yellow Handbag, SKU No. 0114120364

13

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

15 Total Settlement Payment \$45,500

16 Civil Penalty \$1,000

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

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

19 Attorneys' Fees and Costs \$28,700

20

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

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

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

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

25

26

27

28

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

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

- 4 X Wallets, Handbags, Purses, Clutches and Totes
5 X Belts
6 X Footwear

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

- 9 Berbenno Handbag, SKU No. 72988580
10 Offanengo Wallet, SKU No. 68264811
11 Bibbiena Wallet, SKU No. 68832612
12 Nomaglio Wallet, SKU No. 68601056
13 Newcombe-67 Shoes in Yellow, SKU No. 74190273

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

16 Total Settlement Payment	\$48,000
17 Civil Penalty	\$1,000
18 Payment in Lieu of Civil Penalty	\$14,700
19 Contribution to Prop. 65 Fashion 20 Accessory Testing Fund	\$2,000
21 Attorneys' Fees and Costs	\$30,300

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

23 Jodi Smith	With a copy to:
24 Paul, Hastings, Janofsky & Walker LLP	Catherine Ross
25 55 Second Street, 24 th Fl.	Legal Department
San Francisco, CA 94105	Aldo Group Inc.
jodismith@paulhastings.com	2300 Emile-Belanger
	Montreal, Quebec
	H4R 3J4
	Canada

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

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

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

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

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

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

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

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

17 Attorneys' Fees and Costs \$28,700

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

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

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

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

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

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

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

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

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

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

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

15 Total Settlement Payment \$39,000

16 Civil Penalty \$1,000

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

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

19 Attorneys' Fees and Costs \$24,250

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

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

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

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

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

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

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

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10

11 **2. Section 3.5 Products:**

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

13

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

15 Total Settlement Payment \$42,500

16 Civil Penalty \$1,000

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

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

19

20 Attorneys' Fees and Costs \$26,500

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

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

26

27

28

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

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

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

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

16 Attorneys' Fees and Costs \$28,700

17

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

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

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

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

25

26

27

28

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

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

- 4 Wallets, Handbags, Purses, Clutches and Totes
5 Belts
6 Footwear

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

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

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

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

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

19	Antonella Gaudio	Savalle C. Sims
20	Diesel U.S.A., Inc.	Arent Fox LLP
21	220 W. 19 th Street	1050 Connecticut Avenue NW
22	New York, NY 10011	Washington, DC 20036
23	antonella_gaudio@diesel.com	sims.savalle@arentfox.com

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

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

6 Wallets, Handbags, Purses, Clutches and Totes
7 Belts
8 Footwear
9

10 **2. Section 3.5 Products:**

11 Drawstring Handbag in Olive, SKU No. 063417090011
12

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

14 Total Settlement Payment \$53,500
15 Civil Penalty \$1,000
16 Payment in Lieu of Civil Penalty \$16,700
17 Contribution to Prop. 65 Fashion \$2,000
Accessory Testing Fund
18 Attorneys' Fees and Costs \$33,800
19

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

21 Gene Wexler Robert Falk
General Counsel Morrison & Foerster LLP
22 30 Dunningan Drive 425 Market St., 32nd Floor
Suffren, NY 10901 San Francisco, CA 94105
23 Gene.Wexler@dressbarn.com Rfalk@Mofocom
24
25
26
27
28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

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

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

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

16

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

18 Total Settlement Payment \$39,000

19 Civil Penalty \$1,000

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

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

22

23 Attorneys' Fees and Costs \$24,250

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

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

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

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

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

14 DeGroot Sophie Envelope Clutch in Yellow

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

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

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

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

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

20

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

22 Total Settlement Payment \$32,500

23 Civil Penalty \$1,000

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

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

26 Attorneys' Fees and Costs \$19,800

27

28

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

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

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Express Brown Handbag, SKU No. 09069259

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

11

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

13 Total Settlement Payment \$48,000

14 Civil Penalty \$1,000

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

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

17 Attorneys' Fees and Costs \$30,300

18

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

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

Sarah Asplin
Melissa Jones
Greenberg Traurig, LLP
Sacramento, CA 95814
asplins@gtlaw.com
jonesme@gtlaw.com

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

11 Lulu NYC Brown Belt, SKU No. 0-43834-82482-4

12

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

14 Total Settlement Payment \$39,000

15 Civil Penalty \$1,000

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

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

18

19 Attorneys' Fees and Costs \$24,250

20

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

22 Eddie Azar

23 President

24 31 West 34th Street

25 New York, NY 10001

26 eddie@fantasia.com

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

13

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

15 Total Settlement Payment \$41,500

16 Civil Penalty \$1,000

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

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

19

20 Attorneys' Fees and Costs \$25,900

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

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

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

25

26

27

28

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

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

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

- Relic Multi Meg Stripe Wallet, SKU No. 7-23765-06582-3
- Relic SPR Breeze Checkbook Green Wallet, SKU No. 7-23765-09737-4

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$39,000
Civil Penalty	\$1,000
Payment in Lieu of Civil Penalty	\$11,750
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$24,250

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

General Counsel	Robert Falk
Fossil, Inc.	Morrison & Foerster LLP
2280 N. Greenville Avenue	425 Market Street, 32 nd Fl.
Richardson, TX 75082	San Francisco, CA 94105
legal@fossil.com	RFalk@MoFo.com

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

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

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

9 Guess? Yellow Handbag, SKU No. 758193010381

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

11 Gelato Mini Yellow Handbag, SKU No. 75819372430

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

14 Total Settlement Payment \$45,500

15 Civil Penalty \$1,000

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

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

19 Attorneys' Fees and Costs \$28,700

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

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

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

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

13

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

15 Total Settlement Payment \$32,500

16 Civil Penalty \$1,000

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

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

19

20 Attorneys' Fees and Costs \$19,800

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

22 Christine S. Son	Sarah Asplin
J.C. Penney	Melissa Jones
23 6501 Legacy Drive, MS 1122	Greenberg Traurig, LLP
Plano, TX 75024	1201 K Street, Ste. 1100
24 csson@jcpenney.com	Sacramento, CA 95814
	asplins@gtlaw.com
25	jonesme@gtlaw.com

26

27

28

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

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

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

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

8 Wallets, Handbags, Purses, Clutches and Totes

9 Belts

10 Footwear

11

12 **2. Section 3.5 Products:**

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

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

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

16 Anne Klein Red Wallet, SKU No. 840903046596

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

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

19 Nine West Petite Pouchette, SKU No. 786130520204

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

21

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

23 Total Settlement Payment \$58,000

24 Civil Penalty \$1,000

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

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

27

28 Attorneys' Fees and Costs \$36,800

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

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

Beth Dorfsman
Senior V.P. and Deputy General Counsel
Jones Apparel Group, Inc.
1129 Westchester Avenue
White Plains, NY 10604
Beth Dorfsman@ninewest.com

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

1 **Settling Defendant(s):** Kohl's Department Stores, Inc.

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

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

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

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

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

17 Sonoma Green Checkbook Wallet, SKU No. 027735038849

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

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

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

21

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

23 Total Settlement Payment \$45,500

24 Civil Penalty \$1,000

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

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

27 Attorneys' Fees and Costs \$28,700

28

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

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

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

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

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow Handbag, SKU No. 12032820

10 Yellow Clutch, SKU No. 12033667

11 Yellow Belt, SKU No. 10052239

12

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

14 Total Settlement Payment \$48,000

15 Civil Penalty \$1,000

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

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

18

19 Attorneys' Fees and Costs \$30,300

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

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

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

24

25

26

27

28

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

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

- 7 Wallets, Handbags, Purses, Clutches and Totes
8 Belts
9 Footwear

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

- 12 Dana Buchman Bedford Hobo Handbag, SKU No. 4-00899-33643-1
13 Liz & Co Maize Astor Handbag, SKU No. 0-98687-45420-9
14 Kate Spade Mikkell Handbag in Dijon, SKU No. 0-98687-55785-6
15 Juicy Couture Kipper Sunflower Soft Vacchetta Shoes in Yellow, SKU No. 640819176345

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

18	Total Settlement Payment	\$56,000
19	Civil Penalty	\$1,000
20	Payment in Lieu of Civil Penalty	\$17,500
21	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
22	Attorneys' Fees and Costs	\$35,500

23
24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25	Roger Assad	Sarah Asplin
26	VP and Deputy General Counsel	Melissa Jones
27	Liz Claiborne, Inc.	Greenberg Traurig, LLP
28	1 Claiborne Avenue	1201 K Street, Ste. 1100
	North Bergen, NJ 07047	Sacramento, CA 95814
	roger_ assad@liz.com	asplins@gtlaw.com
		jonesme@gtlaw.com

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

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

5 X Wallets, Handbags, Purses, Clutches and Totes

6 X Belts

7 X Footwear

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

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

11 Guess? Yellow Handbag, SKU No. 758193010381

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

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

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

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

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

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

18 Gelato Mini Yellow Handbag, SKU No. 75819372430

19 Nine West Petite Pouchette, SKU No. 786130520204

20 Charter Club Wallet, SKU No. 77979491245

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

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

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

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

25 Hobo International Belt in Red, SKU No. 604599308150

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

27

28

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

2	Total Settlement Payment	\$45,500
3	Civil Penalty	\$1,000
4	Payment in Lieu of Civil Penalty	\$13,800
5	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
6	Attorneys' Fees and Costs	\$28,700
7		

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

9 Christine Brandt
10 Macy's, Inc.
11 Law Department
12 22 4th Street, 3rd Fl.
13 San Francisco, CA 94103
14 christine.brandt@macys.com

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

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

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

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

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

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

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

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

16 Attorneys' Fees and Costs \$28,700

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

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

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

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

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

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

16 Attorneys' Fees and Costs \$28,700

17

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

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

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

22

23

24

25

26

27

28

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

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$45,500

13 Civil Penalty \$1,000

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

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

17 Attorneys' Fees and Costs \$28,700

18

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

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

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

22

23

24

25

26

27

28

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

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

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

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

3. Defendant's Settlement Payment and Allocation:

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

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

Bob Dreyling Mondani Handbags 320 5 th Avenue, Rm. 900 New York, NY 10001 bdreyling@mondani.com	Sarah Asplin Melissa Jones Greenberg Traurig, LLP 1201 K Street, Ste. 1100 Sacramento, CA 95814 asplins@gtlaw.com jonesme@gtlaw.com
--	---

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

11

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

13 Total Settlement Payment \$32,500

14 Civil Penalty \$1,000

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

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

17 Attorneys' Fees and Costs \$19,800

18

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

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

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

23

24

25

26

27

28

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

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

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

- Bass Handbag in Red, SKU No. 4-07841-20016-1
- Calvin Klein Liquid Leather Woven Wristlet Clutch in Tangerine, SKU No. 0-93177-08310-5

3. Defendant's Settlement Payment and Allocation:

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

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

<p>Mark D. Fischer, Esq. Vice President, General Counsel, Secretary Phillips-Van Heusen Corporation 200 Madison Ave. New York, NY 10016 markfischer@pvh.com</p>	<p>Michael J. Steel Partner, Morrison & Foerster LLP 425 Market Street, 32d Fl. San Francisco, CA 94105 msteel@mfo.com</p>
---	--

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10 Hobo International Belt, Style No. 56009

11

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

13 Total Settlement Payment \$39,000

14 Civil Penalty \$1,000

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

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

17 Attorneys' Fees and Costs \$24,250

18

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

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

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

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10 Rosetti Large Yellow Purse, SKU No. 400040213598

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

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

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

14 Rosetti Glenmore Handbag, Style No. 36050, SKU No. 069131-0833

15 Rosetti Grass Power Play Handbag , UPC 791439746682

16 Rosetti Green Purse, UPC/EAN 791439750085

17 Rosetti Mustard Fiona Hobo, UPC/EAN 791439756636

18 Rosetti Mustard Handbag, UPC/EAN 791439754212

19 Rosetti Mustard Mini Top Zip, UPC/EAN 791439756827

20 Rosetti Yellow Handbag , UPC/EAN 791439729845

21 Rosetti Yellow Wallet, UPC/EAN 791439675166

22 Linear Green Handbag, UPC/EAN 791439735303

23 Linear Green Handbag, UPC/EAN 791439732692

24

25

26

27

28

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

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

7
8 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

9	Jane Thompson	Robert Smits
10	1333 Broadway, 8 th Fl.	Salans LLP
11	New York, NY 10018	Rockefeller Center
12	jane.thompson@rosetti.com	620 5 th Avenue
13		New York, NY 10020
14		rsmits@salans.com

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **Settling Defendant(s):** Saks Incorporated
2 Saks & Company
3 SCCA Store Holdings, Inc.
4 Saks Direct, LLC

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

5 Wallets, Handbags, Purses, Clutches and Totes

6 Belts

7 Footwear

9 **2. Section 3.5 Products:**

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

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

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

14 Total Settlement Payment \$45,500

15 Civil Penalty \$1,000

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

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

19 Attorneys' Fees and Costs \$28,700

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

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

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

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

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

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

16 Attorneys' Fees and Costs \$19,800

17

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

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

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

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

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

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

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

16 Attorneys' Fees and Costs \$19,800

17

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

19 Doreen Lee
20 Merchandise Control Manager
21 Sanrio, Inc.
22 570 Eccles Avenue
23 South San Francisco, CA 94080
24 dlee@sanrio.com

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

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

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

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

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

16

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

18 Total Settlement Payment \$48,000

19 Civil Penalty \$1,000

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

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

22

23 Attorneys' Fees and Costs \$30,300

24

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

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

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

28

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

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

13

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

15 Total Settlement Payment \$48,000

16 Civil Penalty \$1,000

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

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

19 Attorneys' Fees and Costs \$30,300

20

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

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

25

26

27

28

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

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

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

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

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

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

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

14 Merona Green Check Clutch, Item No. RT286

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

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

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

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

19

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

21 Total Settlement Payment \$45,500

22 Civil Penalty \$1,000

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

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

25 Attorneys' Fees and Costs \$28,700

26

27

28

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

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

With a copy to:
7 Tim Baer
8 General Counsel
9 Target Corporation
10 1000 Nicollet Mall
11 TPS-3255
12 Minneapolis, MN 55403

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

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

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

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

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

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

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

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

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

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

16 Total Settlement Payment \$39,000

17 Civil Penalty \$1,000

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

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

21 Attorneys' Fees and Costs \$24,250

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

23 General Counsel
24 TJX Companies, Inc.
25 770 Cochituate Road
26 Framingham, MA 01701

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

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

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

11

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

13 Total Settlement Payment \$48,000

14 Civil Penalty \$1,000

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

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

17 Attorneys' Fees and Costs \$30,300

18

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

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

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

23

24

25

26

27

28

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

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

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

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

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10

11 **2. Section 3.5 Products:**

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

13 PINK Handbag in Green, SKU No. 09285858

14

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

16 Total Settlement Payment \$55,500

17 Civil Penalty \$1,000

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

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

20 Attorneys' Fees and Costs \$35,200

21

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

23 Sarah Asplin
24 Melissa Jones
25 Greenberg Traurig, LLP
1201 K Street, Ste. 1100
26 Sacramento, CA 95814
asplins@gtlaw.com
jonesme@gtlaw.com

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$32,500

13 Civil Penalty \$1,000

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

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

16 Attorneys' Fees and Costs \$19,800

17

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

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

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

22

23

24

25

26

27

28

Exhibit A-2
Opt-In Settling Defendants

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

EXHIBIT A
Opt-In Settling Defendants

Settling Defendant(s): adidas America, Inc.

1. Fashion Accessories Applicable to Defendant:

Wallets, Handbags, Purses, Clutches and Totes

Belts

Footwear

2. Section 3.5 Products:

Adidas Adicolor Holdal Handbag in Scarlet, SKU No. 8-84891-15074-3, Item No. E44000

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment \$40,000

Civil Penalty \$2,800

Payment in Lieu of Civil Penalty \$25,910

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

Attorneys' Fees and Costs \$9,290

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

Larry Burke
Davis Wright Tremaine LLP
1300 SW 5th Avenue
Suite 2300
Portland, OR 97201
larryburke@dwt.com

Kurt Nath Tandan
adidas America, Inc.
5055 N. Greeley Avenue
Portland, OR 97217
kurt.tandan@adidas-group.com

1 **Settling Defendant(s):** AM Retail Group, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$50,000

10 Civil Penalty \$3,500

11 Payment in Lieu of Civil Penalty \$35,210

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Randon Q. Roland
7401 Boone Avenue N.
17 Brooklyn Park, MN 55428
Randy.Roland@wilsonsleather.com

18

19

20

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Paisley Handbag in Yellow & Grey, Item No. CL-589

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 James C. Dunn
20 39 West 37th Street
21 2nd Floor
New York, NY 10018
jim@amiciaccessories.com

Kevin P. Cody
50 W. San Fernando Street
Suite 1400
San Jose, CA 95113
kcody@ropers.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** BBC International LLC

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Donald R. Wilborn
1515 N. Federal Highway
17 Suite 206
Boca Raton, FL 33432
18 dwilborn@bbcint.com

Josue Solano
1515 N. Federal Highway
Suite 206
Boca Raton, FL 33432
jsolano@bbcint.com

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** BCBG Max Azria Group, Inc.

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

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

9 Total Settlement Payment \$60,000

10 Civil Penalty \$4,200

11 Payment in Lieu of Civil Penalty \$44,510

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Maryn Miller
2761 Fruitland Avenue
17 Vernon, CA 90058
maryn.miller@bcbg.com

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

18

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Bebe Stores, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 2B Distressed Tote Handbag in Tan, SKU No. 13822002800001

10 Blair Sandals in Yellow, SKU No. 15621616330031, Style No. 56216-LL-6

11

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

13 Total Settlement Payment \$50,000

14 Civil Penalty \$3,500

15 Payment in Lieu of Civil Penalty \$35,210

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

17

18 Attorneys' Fees and Costs \$9,290

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

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

24

25

26

27

28

1 **Settling Defendant(s):** Belgo Lux, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$50,000

10 Civil Penalty \$3,500

11 Payment in Lieu of Civil Penalty \$35,210

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Allen Majnemer
Belgo Lux, Inc,
17 5605 Avenue de Gaspé
Bureau 901
18 Montreal, Quebec H2T 2A4
Canada
19 amajnemer@belgolux.com

Morris Szwimer
Spiegel Sohmer, Inc.
5 Place Ville Marie
Suite 1203
Montreal, Quebec H3B 2G2
Canada
mszwimer@spiegelsohmer.com

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Betsey Johnson LLC
2 B.J. Vines, Inc.

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

- 4 Wallets, Handbags, Purses, Clutches and Totes
5 Belts
6 Footwear
7

8 **2. Section 3.5 Products:**

- 9 Betseyville Check It Out Large Handbag in Red, SKU No. 7-62670-75781-2, Item No. BV33140
10 Betseyville by Betsey Johnson Shoes in Red, SKU No. 7-49908-00674-4
11 Betsey Johnson Plaid Belt, SKU No. 7-62670-72818-8
12

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

14	Total Settlement Payment	\$60,000
15	Civil Penalty	\$4,200
16	Payment in Lieu of Civil Penalty	\$44,510
17	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
18	Attorneys' Fees and Costs	\$9,290
19		

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

21	Robert S. Schuda, Esq. McKenna Long & Aldridge LLP 300 S. Grand Avenue, 14 th Floor Los Angeles, CA 90071 rschuda@mckennalong.com	Alan Reisch, Esq. Goulston & Storrs 400 Atlantic Avenue Boston, MA 02110-3333 AREisch@goulstonstorrs.com
22		
23		
24		
25		
26		
27		
28		

1 **Settling Defendant(s):** Brookstone Company, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$50,000

10 Civil Penalty \$3,500

11 Payment in Lieu of Civil Penalty \$35,210

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 General Counsel
17 Brookstone Company, Inc.
18 One Innovation Way
Merrimack, NH 03054
legaldepartment@brookstone.com

With a copy to:
James Robert Maxwell, Esq.
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104
jrm@rjo.com

19

20

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Naturalizer Shanel Handbag in Red, SKU No. 01-71-1820-69-72, Item No. 165C61 0217480

10 Franco Sarto Women's Victor Shoes in Lemon Fantasy, SKU No. 7-27688-73063-9,
11 Item No. L -VICTOR-LEMON-FNTSY

12 Etienne Aigner Women's Tolan Shoes in Yellow, SKU No. 7-36708-23170-4,
13 Item No. E-TOLAN-YLW ACTN PAT

13

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

15 Total Settlement Payment \$50,000

16 Civil Penalty \$3,500

17 Payment in Lieu of Civil Penalty \$35,210

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

20 Attorneys' Fees and Costs \$9,290

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

22 Emily Schultz
23 8300 Maryland Avenue
24 St. Louis, MO 63105
eschultz@brownshoe.com

25

26

27

28

1 **Settling Defendant(s):** The Buckle, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Nicole Lee Handbag in Red, SKU No. 9846250000

10 Charles Albert Debra Shoes in Red, Item No. 9396293750

11 BKE Quilted Stretch Belt in Red, SKU No. 7-76203-11364-8

12

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

18

19 Attorneys' Fees and Costs \$9,290

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

21 Kyle L. Hanson
2407 W. 24th Street
22 Kearney, NE 68845
kyle.hanson@buckle.com

23

24

25

26

27

28

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

1 **Settling Defendant(s):** Burleigh Point, Ltd.
2 **Affiliated Settling Defendants:** Billabong Retail, Inc.
3 Element Skateboards, Inc.
4 **Affiliate Payment:** \$24,000

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

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

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

12 Billabong W Poise-MW Handbag in Green, SKU No. 8-83968-67992-7

13 Element Eden Bronx Tale Handbag in Yellow, SKU No. 8-21301-19628-1, Item No. JAPUFBRO-MGL

14 Nixon Burning Heart Belt in Goldenrod, SKU No. 8-82902-31295-1, Style No. C1182 568-21

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

17 Total Settlement Payment \$74,000

18 Civil Penalty \$5,180

19 Payment in Lieu of Civil Penalty \$57,530

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

21 Attorneys' Fees and Costs \$9,290

22
23
24 **4. Person(s) to Receive Notices Pursuant to Section 8.1:**

25 Christa D. Perez, Esq.
26 19800 MacArthur Blvd., Suite 1100
Irvine, CA 92612
cperez@fsglawyers.com

1 **Settling Defendant(s):** The Burton Corporation

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Women's Lipstick Belt in Yellow and Teal, SKU No. 7-85266-90232-8,
10 SKU No. 9-009002-383853, Item No. 226037-407M

10

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

12 Total Settlement Payment \$60,000

13 Civil Penalty \$4,200

14 Payment in Lieu of Civil Penalty \$44,510

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

17 Attorneys' Fees and Costs \$9,290

17

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

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

23

24

25

26

27

28

1 **Settling Defendant(s):** Byer California

2

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

4

Wallets, Handbags, Purses, Clutches and Totes

5

Belts

6

Footwear

7

8

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

10

Total Settlement Payment \$40,000

11

Civil Penalty \$2,800

12

Payment in Lieu of Civil Penalty \$25,910

13

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

14

Attorneys' Fees and Costs \$9,290

15

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

17

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

18

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** C. & J. Clark America Inc.
2 C. & J. Clark Retail Inc.

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

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

9 Clarks Glazed Tote in Red, SKU No. 678819000000, Item No. RED-600

10 Clarks Bahama Beach Patent Leather Shoes in Red, SKU No. 8-85144-92182-0

11

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

13 Total Settlement Payment \$50,000

14 Civil Penalty \$3,500

15 Payment in Lieu of Civil Penalty \$35,210

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

17 Attorneys' Fees and Costs \$9,290

18

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

20 Karla L. Jarvis
156 Oak Street
21 Newton Upper Falls, MA 02464
karlai@clarksna.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** C.R.A. Int'l Industrial Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Annie Lotto Shoes in Yellow, SKU No. 8-85040-11824-9

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 C.R.A. Int'l Industrial Inc.
20 521 Atlas Avenue
21 Monterey Park, CA 91755
22 michael@annieshoes.com

23

24

25

26

27

28

1 **Settling Defendant(s):** California ONAX, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

17 Attorneys' Fees and Costs \$9,290

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

19 Michelle Molfino
20 1071 41st Avenue
21 Santa Cruz, CA 95062
mmolfino@oneillwetsuits.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Carryland Company, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Judy Lin
Carryland Company, Inc.
17 34 West 33rd Street
New York, NY 10001
18 judylin@carryland.com

With a copy to:
Thomas M. Furth, Esq.
Kudman Trachten Aloe LLP
350 Fifth Avenue, Suite 4400
New York, NY 10118
Tel: (212) 868-1010
tfurth@kudmanlaw.com

19

20

21

22

23

24

25

26

27

28

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

2

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

4

___ Wallets, Handbags, Purses, Clutches and Totes

5

___ Belts

6

X Footwear

7

8

9 **2. Section 3.5 Products:**

10

Chinese Laundry Binky Patent Shoes in Red, SKU No. 8-80858-71401-0

11

12

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

14

Total Settlement Payment \$40,000

15

Civil Penalty \$2,800

16

Payment in Lieu of Civil Penalty \$25,910

17

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

18

Attorneys' Fees and Costs \$9,290

19

20

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

22

Miryan Nogueira
Cels Enterprises, Inc.
3485 S. La Cienega Blvd.
Los Angeles, CA 90016
mnogueira@celsinc.com

23

24

25

26

27

28

29

30

1 **Settling Defendant(s):** Charlotte Russe, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Charlotte Russe Two Buckle Handbag in Yellow, SKU No. 300942924, Item No. JWN-005YEL

10 Patent Double W Shoes in Mustard, SKU No. 300953591, Style PERFUME-06MUST

11

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

13 Total Settlement Payment \$50,000

14 Civil Penalty \$3,500

15 Payment in Lieu of Civil Penalty \$35,210

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

17 Attorneys' Fees and Costs \$9,290

18

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

20 Jeffrey Kapor
1000 Wilshire Boulevard, Suite 1500
21 Los Angeles, CA 90017
jkapor@buchalter.com

Michael B. Fisher
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
mbfisher@buchalter.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Chateau International, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Todd Maiden
17 Reed Smith LLP
18 101 Second Street, Suite 1800
San Francisco, CA 94105
tmaiden@reedsmith.com

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Chenson Industrial Co., LTD, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Phil Cheng
20 Chenson Industrial Co., LTD, Inc.
21 20101 S. Santa Fe Avenue
Los Angeles, CA 90058
philc@chensonusa.com

Peter R. Duchesneau
Manatt, Phelps & Phillips, LLP
11355 W. Olympic Blvd.
Los Angeles, CA 90064
pduchesneau@manatt.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Claire's Boutiques, Inc.
2 CBI Distributing Corp.

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

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

9 Icing by Claire's Orange Tote Handbag, SKU No. 75397-0

10 Brown Purse, SKU No. 74169-4

11 Icing by Claire's Belt in Snake Skin with Yellow Trim, SKU No. 37759-8

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

18 Attorneys' Fees and Costs \$9,290

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

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

25
26
27
28

1 **Settling Defendant(s):** Cole Haan
2 Cole Haan Company Store

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

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

9 Large Dome Wristlet Handbag, SKU No. 7-01937-73534-7, Style No. 4500190529

10 Shelby II Spicy Shoes, Item No. D26966

11 Double Ring Belt in Marigold, SKU No. 7-18746-36991-5, Item No. B20752

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

18 Attorneys' Fees and Costs \$9,290

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

21 Grant W. Hanson
22 One Bowerman Drive, DF-4
23 Beaverton, OR 97005
24 grant.hanson@nike.com
25
26
27
28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Shen Ey Cheng
Comeco, Inc.
20 4517 Littlejohn Street
Baldwin Park, CA 91706
21 judy.mcdonald@comecoinc.com

Peter R. Duchesneau
Manatt, Phelps & Phillips, LLP
11355 W. Olympic Blvd.
Los Angeles, CA 90064
pduchesneau@manatt.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Connors, Fong & Mancuso, Inc. aka Connors Footwear, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Peter Fong
30 Southwest Park
17 Westwood, MA 02090
peter@whitemt.com

Greg Connors
20 Witcher Street
Lisbon, NH 03585
greg@whitemt.com

18

19

20

21

22

23

24

25

26

27

28

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

Settling Defendant(s): Dolce Vita Footwear, Inc.
DV Retail, Inc.

1. Fashion Accessories Applicable to Defendant:

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

2. Section 3.5 Products:

DV by Dolce Vita Cairo Flats in Yellow Gatsby Leather, SKU No. 8-84934-56182-6

3. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$40,000
Civil Penalty	\$2,800
Payment in Lieu of Civil Penalty	\$25,910
Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
Attorneys' Fees and Costs	\$9,290

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

Andrew M. Brackbill
5323 Ballard Avenue NW
Seattle, WA 98107
andy@dolcevita.com

1 **Settling Defendant(s):** The Donna Karan Company LLC
2 The Donna Karan Company Store LLC
3 Donna Karan International Inc.

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

5 X Wallets, Handbags, Purses, Clutches and Totes

6 X Belts

7 X Footwear

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

10 DKNY Kimmer Shoes in Sulphur 780, SKU No. 6-44723-54350-7,
11 Style No. 23101134 PATENT

12 DKNY Belt in Red and Black, SKU No. 4-35500-00476-8

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

15 Total Settlement Payment \$60,000

16 Civil Penalty \$4,200

17 Payment in Lieu of Civil Penalty \$44,510

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

20 Attorneys' Fees and Costs \$9,290

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

22 The Donna Karan Company LLC
23 Legal Department – General Counsel
24 240 West 40th Street
New York, NY 10018
legal@dkintl.com

Rick Rothman, Esq.
Bingham McCutchen LLP
355 South Grand Avenue
Suite 4400
Los Angeles, CA 90071-3106
rick.rothman@bingham.com

25
26
27
28

1 **Settling Defendant(s):** E.M.S. Trading Inc. dba Michael Antonio Footwear Group

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Michael Antonio Flite Sandals in Yellow, SKU No. B0027SPQYS

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$3,500

14 Payment in Lieu of Civil Penalty \$35,210

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Alice Su
20 5161 Richton Street
21 Montclair, CA 91763
alicesu@michaelantonio.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** East Lion Corporation

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Julie Kuo
18525 Railroad Street
17 City of Industry, CA 91748
Juliek@eastlioncorp.com

18

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Elan Polo Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

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

20

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Ellie Shoes Open Toe Platform Shoes in Red, SKU No. 8-98345-00069-0, Item No. HA-8RD7

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Ellen Renger
1050 N. Batavia Street, #B
20 Orange, CA 92867
ellen@ellieshoes.com

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Foot Locker Retail, Inc.

2 **Affiliated Settling Defendants:** Footlocker.com, Inc.

3 **Affiliate Payment:** \$8,000

4

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

6 X Wallets, Handbags, Purses, Clutches and Totes

7 X Belts

8 X Footwear

9

10 **2. Section 3.5 Products:**

11 Billabong W Poise-MW Handbag in Green, SKU No. 8-83968-67992-7

12 Pastry Glam Ice Handbag in Strawberry, SKU No. 7-89829-05836-1,
13 Style No. PAS669-SBIC-GEN

14 Athletic Specialties 1 1/2" Leather Uniform Belt in Gold, SKU No. 1952805

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

16 Total Settlement Payment \$68,000

17 Civil Penalty \$4,760

18 Payment in Lieu of Civil Penalty \$51,950

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

21 Attorneys' Fees and Costs \$9,290

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

23 Dennis E. Sheehan
24 Foot Locker, Inc.
25 112 West 34th Street
New York, NY 10120
dsheehan@footlocker.com

Richard D. Milone
Kelley Drye & Warren LLP
3050 K Street, NW
Washington, DC 20007
RMilone@KelleyDrye.com

26

27

28

1 **Settling Defendant(s):** Foreign Exchange, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Lazer Cut Frt Handbag in Mustard, SKU No. 17123, Item No. 3284

10 Foreign Exchange Handbag in Red, SKU No. 18157, Item No. HF-8236

11

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

13 Total Settlement Payment \$40,000

14 Civil Penalty \$2,800

15 Payment in Lieu of Civil Penalty \$25,910

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

17 Attorneys' Fees and Costs \$9,290

18

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

20 Tony K. Kim, Esq.
Kim Park Choi & Yi
21 3435 Wilshire Blvd., Suite 1720
Los Angeles, CA 90010
22 tonykim@kpcylaw.com

23

24

25

26

27

28

1 **Settling Defendant(s):** Fox Head, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Fox Girls Good Girl Handbag in Flame Red, SKU No. 6-33523-93243-7

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$3,500

14 Payment in Lieu of Civil Penalty \$35,210

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Tim Naylor
18400 Sutter Boulevard
20 Morgan Hill, CA 95037
timnaylor@foxhead.com

Gary Mesdjian
18400 Sutter Boulevard
Morgan Hill, CA 95037
garymesdjian@foxhead.com

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Fu Feng Group (HK) Investment Ltd.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Richard Engle
78365 Highway 111, #391
17 La Quinta, CA 92253
richengle@yahoo.com

18

19

With a copy to:
Jeffrey B. Margulies, Esq.
Fulbright & Jaworski, L.L.P.
555 S. Flower Street, 41st Floor
Los Angeles, CA 90071
Tel.: (213) 892-9200
jmargulies@fulbright.com

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** H.H. Brown Shoe Company, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Juerg A. Heim, Esq.
17 170 Mason Street
18 Greenwich, CT 06830
19 jheim@ibolaw.com

20

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 St. John's Bay Felicca Shoes in Yellow, SKU No. 024-2011-0245-06

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$3,500

14 Payment in Lieu of Civil Penalty \$35,210

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Christine S. Son
J.C. Penney
20 6501 Legacy Drive, MS 1122
Plano, TX 75024
21 csson@jcpenney.com

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

22

23

24

25

26

27

28

1 **Settling Defendant(s):** J.P. Original Corporation

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Dollhouse Black Snake Peep Toe Shoes, SKU No. 400044350398, Style No. D1017 C833

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Kenny Hsu
19101 East Walnut Drive North
20 City of Industry, CA 91748
kennyh@jpo.com

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Coach Norra Shoes in Orange & Multi, SKU No. 6-63360-24643-5

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$3,500

14 Payment in Lieu of Civil Penalty \$35,210

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Frank A. Vignola, Vice President
20 JIMLAR Corporation
21 160 Great Neck Road
Great Neck, NY 11021
frank.vignola@jimlar.com

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

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Johnny Appleseed's, Inc.

2

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

4

___ Wallets, Handbags, Purses, Clutches and Totes

5

___ Belts

6

X Footwear

7

8

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

10

Total Settlement Payment \$40,000

11

Civil Penalty \$2,800

12

Payment in Lieu of Civil Penalty \$25,910

13

Contribution to Prop. 65 Fashion \$2,000

14

Accessory Testing Fund

15

Attorneys' Fees and Costs \$9,290

16

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

18

Daniel Ramsey
138 Conant Street
Beverly, MA 01915
dramsey@orchardbrands.com

Malcolm Weiss
550 South Hope Street, Suite 2000
Los Angeles, CA 90071
mweiss@hunton.com

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Kenneth Cole Productions, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Kenneth Cole Reaction Classic Women's Leather Checkbook Wallet in Marigold,
10 SKU No. 0-77979-88566-2

11 Kenneth Cole New York First Class Date Shoes in Yellow, SKU No. 8-01646-70887-5

12

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

14 Total Settlement Payment \$50,000

15 Civil Penalty \$3,500

16 Payment in Lieu of Civil Penalty \$35,210

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

18 Attorneys' Fees and Costs \$9,290

19

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

21 David P. Edelman
22 Chief Financial Officer
23 Kenneth Cole Productions, Inc.
24 603 W. 50th Street
25 New York, NY 10019

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Wild Diva Shoes in Red, Style No. LORA-01

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Derek S. Yee, Esq.
20 888 West 6th Street, 14th Floor
21 Los Angeles, CA 90017
22 derek.yee@ayslaw.com

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Lodis Accessories, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow Ballet Wallet, SKU No. 7-36301-23952-7

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Paul Diamond
10455 Jefferson Blvd.
20 Culver City, CA 90232
pdiamond@lodis.com

Steve Crane
10455 Jefferson Blvd.
Culver City, CA 90232
scrane@lodis.com

21

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Trevor Schultz
9423 Oso Avenue
17 Chatsworth, CA 91311
Trevor@loungefly.com

Jason Hoffman
9423 Oso Avenue
Chatsworth, CA 91311
Jason@loungefly.com

18

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Marc Jacobs International, L.L.C.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Marc by Marc Jacobs Cherry Patent Leather Handbag, SKU No. 8-83936-12763-4,
10 Style No. M383008

11 Gary Sandal in Lemon, SKU No. 8-84312-73916-8, Item No. 605185

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

13 Total Settlement Payment \$60,000

14 Civil Penalty \$4,200

15 Payment in Lieu of Civil Penalty \$44,510

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

18 Attorneys' Fees and Costs \$9,290

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

20 Rick Rothman
21 Bingham McCutchen LLP
22 355 South Grand Avenue
23 Suite 4400
24 Los Angeles, CA 90071-3106
25 rick.rothman@bingham.com

With a copy to:
legal@marcjacobs.com

26

27

28

1 **Settling Defendant(s):** Me & You Accessories Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Red by Marc Ecko Pleated Pleasure Hobo Handbag in Gold, SKU No. 8-82640-06851-6,
10 Style No. H0800113RED, Item No. 3326999

11

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

13 Total Settlement Payment \$40,000

14 Civil Penalty \$2,800

15 Payment in Lieu of Civil Penalty \$25,910

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

17 Attorneys' Fees and Costs \$9,290

18

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

20 Pat Anderson Nash
129 S. Central Street
Knoxville, TN 37902
pata@ecko.com

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Mitzi International Handbags & Accessories, Ltd.
SME Consolidated, Ltd.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Michael Betesh, Co-President
17 Mitzi International Handbags & Accessories, Ltd. and
SME Consolidated, Ltd.
18 250 Passaic Street
Newark, NJ 07104
lcarpentieri@beteshgroup.com

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Mosinger Co. LLC

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Ros Hommerson Heels in Yellow, SKU No. 6-08386-61560-5, LPN No. 2348-23-4710

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

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

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

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

10

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

12 Total Settlement Payment \$50,000

13 Civil Penalty \$3,500

14 Payment in Lieu of Civil Penalty \$35,210

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Shelley Hurwitz
20 Holland & Knight LLP
633 W. 5th Street
21 21st Floor
Los Angeles, CA 90071
shelley.hurwitz@hkclaw.com

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Nicole Lee Handbag in Red, SKU No. 9846250000

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Samuel Lee
20 3430 S. Broadway
21 Los Angeles, CA 90007
22 Samuel.l@nicoleleecusa.com

23

24

25

26

27

28

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

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow Hobo Handbag, SKU No. 8-44267-00561-9, Item No. 1108041NS

10 Juicy Couture Kipper Sunflower Soft Vacchetta Shoes in Yellow, SKU No. 640819176345,
11 Item No. J1050604

12 Steve Madden Belt in Yellow, SKU No. 7-62670-74694-6, Item No. SN32424

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

19 Attorneys' Fees and Costs \$9,290

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

21 Nordstrom, Inc.
22 General Counsel
23 1700 Seventh Avenue, Suite 1000
Seattle, WA 98101
24 robert.sari@nordstrom.com

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

24

25

26

27

28

1 **Settling Defendant(s):** One-Distribution Company, LLC

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Supra Vaider Shoes in Burgundy, SKU No. 15497300730045

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Scott Bailey, President
One-Distribution Company, LLC
20 3233 West Harvard Street
Santa Ana, CA 92704
21 scottb@onedist.com

Stephen M. Lerner, Esq.
Murphy Austin Adams Schoenfeld LLP
304 "S" Street
Sacramento, CA 95811-6906
slerner@murphyaustin.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Pacific Sunwear of California, Inc.
Pacific Sunwear Stores Corp.

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 The California Native Purse in Yellow, SKU No. 05281696, Style No. 9000

10

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

12 Total Settlement Payment \$60,000

13 Civil Penalty \$4,200

14 Payment in Lieu of Civil Penalty \$44,510

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Craig E. Gosselin
3450 Miraloma Avenue
20 Anaheim, CA 92806
cgosselin@pacsun.com

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Perry Ellis Menswear LLC
Supreme International LLC

2
3 **Affiliated Settling Defendant(s):** Jantzen LLC
C&C California LLC

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

5

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

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10

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

12 Total Settlement Payment \$76,000

13 Civil Penalty \$5,320

14 Payment in Lieu of Civil Penalty \$59,390

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

16 Attorneys' Fees and Costs \$9,290

17

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

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

23

24

25

26

27

28

1 **Settling Defendant(s):** Polo Ralph Lauren Corporation
2 Ralph Lauren Footwear Corp.

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

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

9 Ralph Lauren Collection Fidelia High Espadrille Sandals in Orange Nappa,
10 SKU No. 8-85019-58457-0

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

12 Total Settlement Payment \$60,000

13 Civil Penalty \$4,200

14 Payment in Lieu of Civil Penalty \$44,510

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

17 Attorneys' Fees and Costs \$9,290

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

19 Sarah Asplin
20 Melissa Jones
21 Greenberg Traurig, LLP
22 1201 K Street, Ste. 1100
23 Sacramento, CA 95814
24 asplins@gtlaw.com
25 jonesme@gtlaw.com
26
27
28

1 **Settling Defendant(s):** Puma North America, Inc.

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Puma Shiny Belt in Fluorescent Green, SKU No. 8-83561-53044-1, Item No. 0581804

10

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

12 Total Settlement Payment \$60,000

13 Civil Penalty \$4,200

14 Payment in Lieu of Civil Penalty \$44,510

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Peter Mastrostefano
20 Puma North America, Inc.
21 10 Lyberty Way
Westford, MA 01886
peter.mastrostefano@puma.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Remac, LLP

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 J. Renee Effie Shoes in Patent and Polka Dot, SKU No. 7-97713-64955-7

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Sarah Asplin

Melissa Jones

20 Greenberg Traurig, LLP

1201 K Street, Ste. 1100

21 Sacramento, CA 95814

asplins@gtlaw.com

22 jonesme@gtlaw.com

23

24

25

26

27

28

1 **Settling Defendant(s):** rue21, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Chevron Stripe Tote Handbag, SKU No. 4-00114-90687-6, Style No. 0352

10 Patent Toe Point Pump Elaine7 Shoes in Yellow, SKU No. 4-00106-18411-4, Style No. 7000

11 Pull Tab Patent Waist Belt in Red, SKU No. 4-00122-92645-3, Style No. 4201

12

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

18 Attorneys' Fees and Costs \$9,290

19

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

21 Todd Maiden
22 Reed Smith LLP
23 101 Second Street, Suite 1800
San Francisco, CA 94105
tmaiden@reedsmith.com

Stacy Siegal
Vice President & General Counsel
800 Commonwealth Drive, Suite 100
Warrendale, PA 15086
sslegal@rue21.com

24

25

26

27

28

1 **Settling Defendant(s):** Sha Sha Collection, Inc. dba Mode Plus

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Mode Plus Handbag in Yellow, SKU No. NEO 0206-5, Style No. 9010# YELLOW

10 Mode Plus Belt in Red, SKU No. BELT1004, Item No. T5-0918-22

11

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

13 Total Settlement Payment \$50,000

14 Civil Penalty \$3,500

15 Payment in Lieu of Civil Penalty \$35,210

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

17 Attorneys' Fees and Costs \$9,290

18

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

20 Keum Kyu Kim, Esq.
3470 Wilshire Blvd., Ste. 1010
21 Los Angeles, CA 90010
keumkyu@yahoo.com

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Silhouette Clothing, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Handbag Fendy, Item No. 9698666661

10 Silhouette 107 Belt Elast in Yellow, SKU No. 07090605004, Item No. 9550604961

11

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

13 Total Settlement Payment \$60,000

14 Civil Penalty \$4,200

15 Payment in Lieu of Civil Penalty \$44,510

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

17 Attorneys' Fees and Costs \$9,290

18

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

20 John Chun
21 Silhouette Clothing, Inc.
22 13055 Rosecrans Avenue
Santa Fe Springs, CA 90670
janicek@silhouetteclothing.com

John Lee
Kim, Shapiro, Park, Lee & Ryan
3455 Wilshire Blvd., #2050
Los Angeles, CA 90010
jlee@ksplr.com

23

24

25

26

27

28

1 **Settling Defendant(s):** The Stride Rite Corporation

2 **Affiliated Settling Defendant:** Payless ShoeSource, Inc.

3 **Affiliate Payment:** \$8,000

4

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

6 Wallets, Handbags, Purses, Clutches and Totes

7 Belts

8 Footwear

9

10 **2. Section 3.5 Products:**

11 Minicci Handbag in Green, SKU No. 069131-0833

12

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

14 Total Settlement Payment \$68,000

15 Civil Penalty \$4,760

16 Payment in Lieu of Civil Penalty \$51,950

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

18 Attorneys' Fees and Costs \$9,290

19

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

21 Michael J. Massey, General Counsel
3231 SE Sixth Avenue
22 Topeka, KS 66607
Michael_Massey@collectivebrands.com

Michael N. Morant
3231 SE Sixth Avenue
Topeka, KS 66607
Michael_Morant@collectivebrands.com

23

24

25

26

27

28

1 **Settling Defendant(s):** Stuart Weitzman Holdings, LLC

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$50,000

10 Civil Penalty \$3,500

11 Payment in Lieu of Civil Penalty \$35,210

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

13 Attorneys' Fees and Costs \$9,290

14

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

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

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** The Talbots, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$60,000

10 Civil Penalty \$4,200

11 Payment in Lieu of Civil Penalty \$44,510

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Chris Grayer
17 VP Global Quality
18 One Talbots Drive
Hingham, MA 02043
19 Chris.Grayer@talbots.com

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Tandy Brands Accessories, Inc.
2 Tandy Brands Accessories Handbags, Inc.
3 Amity/Rolfs, Inc.

4 **Affiliated Settling Defendant:** H.A. Sheldon Canada Ltd.

5 **Affiliate Payment:** \$8,000

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

7 Wallets, Handbags, Purses, Clutches and Totes

8 Belts

9 Footwear

10 **2. Section 3.5 Products:**

11 Rolfs Luster Slim Wallet in Yellow, SKU No. 0-46891-40744-3, Item No. 049-4152-700

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

13 Total Settlement Payment \$58,000

14 Civil Penalty \$4,060

15 Payment in Lieu of Civil Penalty \$42,650

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

18 Attorneys' Fees and Costs \$9,290

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

20
21 Craig Mackey, Exec. Vice President
22 Tandy Brands Accessories, Inc.
23 3631 W. Davis, Suite A
24 Dallas, TX 75211
25 Craig_Mackey@tandybrands.com

James R. Arnold
The Arnold Law Practice
225 Bush Street, 16th Floor
San Francisco, CA 94104
jarnold@arnoldlp.com

1 **Settling Defendant(s):** Ted Baker Limited
2 Ted Baker New York, Inc.

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

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

9 Flat Enamel Bobble Small Purse in Dark Red, SKU No. 5-051672-904887,
10 Item No. XA9W/XL29/SONITA

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

12 Total Settlement Payment	\$60,000
13 Civil Penalty	\$4,200
14 Payment in Lieu of Civil Penalty	\$44,510
15 Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
16 Attorneys' Fees and Costs	\$9,290

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

19 Cameron Scott Kirk
20 90 South E Street
21 Suite 200
Santa Rosa, CA 95404
kirk@smlaw.com

22
23
24
25
26
27
28

1 **Settling Defendant(s):** Titan Industries, Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

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

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Tory Burch LLC

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Yellow SM Patent Cosmetic Handbag, SKU No. 8-84089-82224-7, Style No. 21095034

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Robert Isen
Tory Burch LLC
20 11 West 19th Street, 7th Floor
New York, NY 10011
21 risen@toryburch.com

Amanda Sachs
Tory Burch LLC
11 West 19th Street, 7th Floor
New York, NY 10011
asachs@toryburch.com

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Tuscan Collection, Top Zip Purse in Marigold, SKU No. 7-40027-15419-4, Style No. 70341

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Richard Schaefer
20 c/o Trebbianno, LLC
21 29 West 35th Street
New York, NY 10001
rschaefer@tllc.net

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

22

23

24

25

26

27

28

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

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

- 4 Wallets, Handbags, Purses, Clutches and Totes
5 Belts
6 Footwear

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

9 Cosmo Roll Cylindrical Purse, SKU No. 7-42315-80642-6, Item No. 7759
10

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

12	Total Settlement Payment	\$40,000
13	Civil Penalty	\$2,800
14	Payment in Lieu of Civil Penalty	\$25,910
15	Contribution to Prop. 65 Fashion Accessory Testing Fund	\$2,000
16	Attorneys' Fees and Costs	\$9,290

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

19 Steven A. Holt
20 c/o Tumi, Inc.
21 1001 Durham Avenue
22 South Plainfield, NJ 07080
23 sholt@msgld.com
24
25
26
27
28

1 **Settling Defendant(s):** VF Outdoor, Inc.

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Reef Beachster Tote Handbag in Teal, SKU No. 7-66182-65139-2

10

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

12 Total Settlement Payment \$60,000

13 Civil Penalty \$4,200

14 Payment in Lieu of Civil Penalty \$44,510

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Rafferty A. Jackson, Esq.
VF Outdoor, Inc.
20 2011 Farallon Drive
San Leandro, CA 94577
21 rafferty_jackson@vfc.com

John G. Connolly, Esq.
Connolly, Finkel & Gosselin, LLP
601 S. Figueroa Street, Suite 2610
Los Angeles, CA 90017
jconnolly@cfgllp.com

22

23

24

25

26

27

28

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

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 The Crossover Handbag in Lemon, SKU No. 6-89640-89469-1, Item No. E652920

10 Seeing Double Shoulder Handbag in Burnt Orange, SKU No. 6-89640-89488-2,
Item No. E652929

11

Fast PVC Stone Age Belt in Gold, SKU No. 8-85602-44860-9, Item No. T742900 GLD

12

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

18

Attorneys' Fees and Costs \$9,290

19

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

21 Volcom, Inc.
Attn: Hoby Darling
22 1740 Monrovia Avenue
Costa Mesa, CA 92627
23 hdarling@volcom.com

Volcom, Inc.
Attn: Patty Conner
1740 Monrovia Avenue
Costa Mesa, CA 92627
pconner@volcom.com

24

25

26

27

28

1 **Settling Defendant(s):** VZI Investment Corp.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Kathy Van Zeeland Napa Top Zip Handbag in Mustard, SKU No. 09265370871001,
10 Item No. A85573-477000

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Jon Kimmins
1359 Broadway, 21st Floor
20 New York, NY 10018

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** Wathne USA LLC

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

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

9 Total Settlement Payment \$40,000

10 Civil Penalty \$2,800

11 Payment in Lieu of Civil Penalty \$25,910

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

13 Attorneys' Fees and Costs \$9,290

14

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

16 Laura Gunther
154 W. 56th Street
17 New York, NY 10019
laura@wathne.com

Ankur Kulkarni
154 W. 56th Street
New York, NY 10019
ankur@wathne.com

18

19

20

21

22

23

24

25

26

27

28

1 **Settling Defendant(s):** The Wet Seal, Inc.

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Arden B Green Wood Brooch Foldover Clutch, SKU No. 410652200008, Style No. 41065204

10 Metallic Snake Hinge Wallet in Yellow, SKU No. 407268700008, Style No. 40726779

11 Urban Vibe Sexy Peep Toe Pump Shoes in Yellow, SKU No. 406029800001

12 Woven Braid Jean Belt in Mustard, SKU No. 401130300006, Style No. 39099679

13

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

15 Total Settlement Payment \$60,000

16 Civil Penalty \$4,200

17 Payment in Lieu of Civil Penalty \$44,510

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

19 Attorneys' Fees and Costs \$9,290

20

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

22 Julianna Hallsted	Marcy J. Bergman
23 The Wet Seal, Inc.	Bryan Cave LLP
24 26972 Burbank	Two Embarcadero Center, Suite 1410
Foothill Ranch, CA 92610	San Francisco, CA 94111
Julianna.Hallsted@wetseal.com	Marcy.Bergman@bryancave.com

25

26

27

28

1 **Settling Defendant(s):** Y & S Handbags Inc.

2

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

4 Wallets, Handbags, Purses, Clutches and Totes

5 Belts

6 Footwear

7

8 **2. Section 3.5 Products:**

9 Prezzo Handbag in White & Yellow, Style No. 3180 Yellow

10

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

12 Total Settlement Payment \$40,000

13 Civil Penalty \$2,800

14 Payment in Lieu of Civil Penalty \$25,910

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

16 Attorneys' Fees and Costs \$9,290

17

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

19 Y & S Handbags Inc.

20 320-5th Avenue

21 New York, NY 10001

22 pincus@aol.com

23

24

25

26

27

28

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

2

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

4 X Wallets, Handbags, Purses, Clutches and Totes

5 X Belts

6 X Footwear

7

8 **2. Section 3.5 Products:**

9 Roxy Orange Coast Purse, SKU No. 15101800070018

10 Supra Vaider Shoes in Burgundy, SKU No. 15497300730045

11 Empyre Solid Strap Belt in Yellow, SKU No. 15548200030010, Style No. EMBLT-045B

12

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

14 Total Settlement Payment \$60,000

15 Civil Penalty \$4,200

16 Payment in Lieu of Civil Penalty \$44,510

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

18 Attorneys' Fees and Costs \$9,290

19

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

21 Trevor Lang, CFO
6300 Merrill Creek Parkway
22 Suite B
Everett, WA 98203
23 trevorlang@zumiez.com

Stephen M. Lerner, Esq.
Murphy Austin Adams Schoenfeld LLP
304 "S" Street
Sacramento, CA 95811-6906
slerner@murphyaustin.com

24

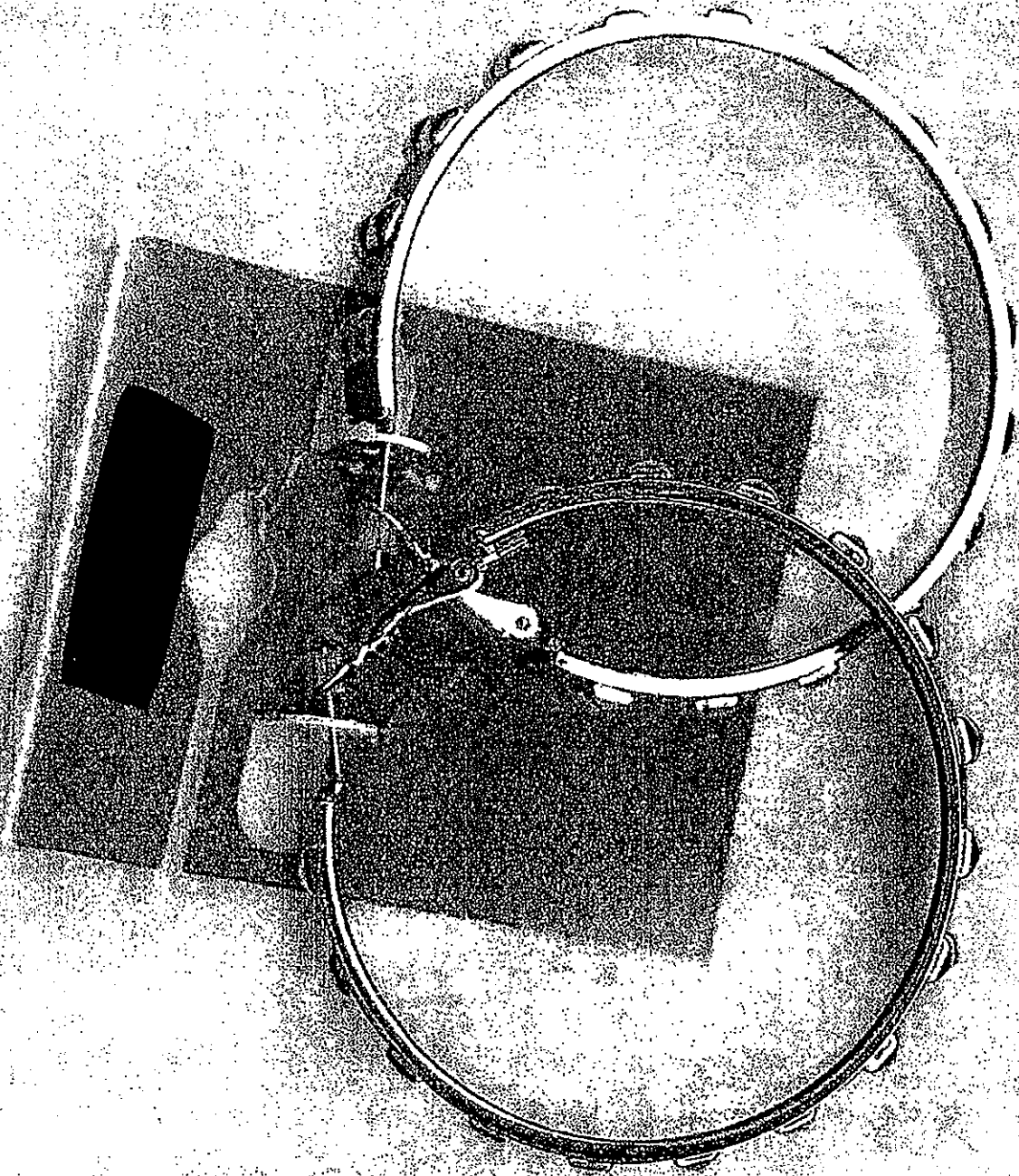
25

26

27

28

EXHIBIT B



1511463

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



\$5.99

MADE
IN CHINA



THE
NATIONAL
FOOD
LAB

September 28, 2009

Analytical Report No.: CL1405-61

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

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

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

NFL ID AE10383

Analyte	Result	Units
Lead	4140	ppm

Method Reference

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

Results are reported based on the sample(s) as received, unless otherwise noted.

Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

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

Sincerely,

Grace Bandong, Laboratory Manager, Analytical Services - Chemistry Division

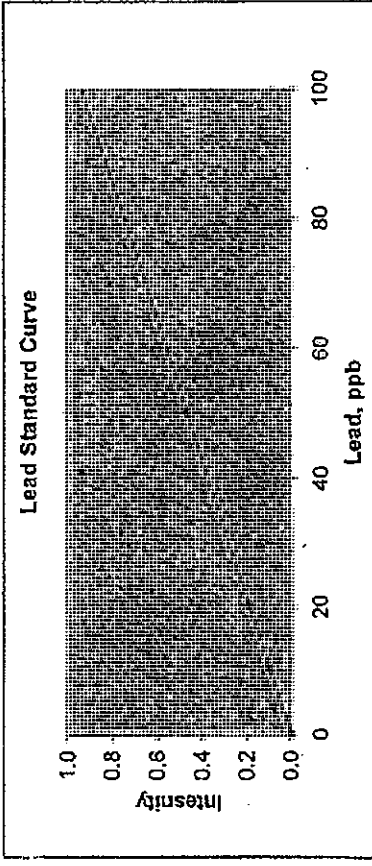
cc: Patrick Manning, Accounting

where art meets science

365 North Canyons Parkway, Suite 201, Livermore CA 94551 Tech Center: 2441 Constitution Drive, Livermore CA 94551
925:828.1440 www.TheNFL.com

Lead

Client: Centerch
 Project No.: CL1405-61
 Analysis Date: 9/23/2008
 Analyst: C. Ng
 Method: CM5013.1
 QC data with: CL1405-60 CEH



Standards		
Internal Std	Analyte Intensity	Conc. (ppb)
1540801	289	0.2
1516494	157023	10.38
1531282	298087	20.3
1539419	735139	50.37
1567644	1471650	100.87

NIST Values	19.88
NFL NIST Range:	19.50 ± 1.90
NIST Ranges:	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: 1028G-14-01, 1028G-14-02, 1029G-14-03, 1028G-14-04,
 Internal Standard: 1033B-01-04

Regression	
slope	0.00937
y-intercept	0

Conc. Spike (ppm)	Amt. Spike (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		31.82		
AE10383	JCT1463b	earrings (black faux leather on hoop)	0.0520	50	200	20706.51	4141	0.010 ppm

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