

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**CONSUMER ADVOCACY GROUP, INC.**  
**AND**  
**SAFILO USA, INC.**

Consumer Advocacy Group, Inc. (“CAG”) and Safilo USA, Inc. (“SAFILO”), (CAG and SAFILO collectively referred to as the “Parties”) enter into this agreement (“Settlement Agreement”) to settle CAG’s allegations that SAFILO, its affiliates, licensors, distributors and/or customers violated Proposition 65 and to avoid prolonged, costly and uncertain litigation. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by both Parties hereto (the “Effective Date”).

1.0 Introduction

1.1 CAG is a California-based entity that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.

1.2 SAFILO is a licensee and distributor of several brands of sunglasses, prescription frames and readers, along with cases and packaging (referred to throughout as the “Covered Products”) in California through various distribution and retail channels. The Covered Products are limited to those supplied, distributed or sold by SAFILO.

1.3 CAG alleges that certain Covered Products contain Diethyl Hexyl Phthalate, also known as Bis (2-ethylhexyl) phthalate, (DEHP), and Di-n-butyl Phthalate (DBP) and that SAFILO, and others, did not provide a required warning in compliance with the

California Safe Drinking Water and Toxic Enforcement Act (Cal. Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”).

1.4 On January 1, 1988, the Governor of California added DEHP to the list of chemicals known to the State to cause cancer, and on October 24, 2003, and December 2, 2005 the Governor added DEHP and DBP, respectively to the list of chemicals known to the State to cause developmental male reproductive toxicity. These additions took place more than twenty (20) months before CAG served its “Sixty-Day Notices of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” which is further described below.

1.5 DEHP and DBP are referred to hereafter as the “Listed Chemicals.”

1.6 On or about September 7, 2012, October 12, 2012, October 19, 2012, December 21, 2012, July 11, 2013, July 29, 2013, August 15, 2013, October 28, 2013, January 10, 2014, and January 15, 2014 CAG served SAFILO, its affiliates, licensors, distributors, customers and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” (“Notices of Violation”). Further, on or about July 11, 2013 CAG served SAFILO, its affiliates, licensors, distributors, customers and certain relevant public enforcement agencies with an updated Notice of Violation to the September 7, 2012, and October 12, 2012 Notices of Violation, and on or about August 15, 2013, CAG served SAFILO, its affiliates, licensors, distributors, customers and certain relevant public enforcement agencies with an updated Notice of Violation to the October 19, 2012 and December 21, 2012 Notices of Violations. The Notices of Violation alleged that Covered Products sold in California by SAFILO, its affiliates, licensors, distributors and/or customers (see attached Schedule A for list of names), collectively the

“Noticed Entities” violated Proposition 65 by failing to warn consumers in California that use of the Covered Products exposes persons to the Listed Chemicals.

1.7 The Parties enter into this Settlement Agreement to settle disputed claims between the Parties as set forth herein concerning the Parties’ and the Covered Products’ compliance with Proposition 65 and in general all the claims contained in the Notices of Violation (the “Dispute”).

2.0 No Admissions

2.1 By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statute, regulation, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by SAFILO, its officers, directors, employees, or parents, subsidiaries or affiliated corporations, licensors, distributors and/or customers in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG or SAFILO may have against one another in any other pending legal proceeding as to allegations unrelated to the Dispute or claims released herein.

3.0 Release

3.1 This Settlement Agreement is a full, final, irrevocable and binding resolution between CAG, acting in its individual capacity, on the one hand, and (a) SAFILO and

its parents, subsidiaries and affiliates, including but not limited to Safilo S.p.A., Safilo America, Inc., Solstice Marketing Corporation, and Solstice Marketing Concepts, LLC, and their present and former employees, shareholders, officers, directors, attorneys, insurers, licensors, distributors, customers, predecessors, successors, and assigns (“SAFILO Releasees”), (b) all entities to whom SAFILO Releasees directly or indirectly provide, distribute or sell the Covered Products, including but not limited to distributors, wholesalers, retailers, franchisees, cooperative members, licensees (“Downstream Releasees”) and (c) the Noticed Entities, and their respective parents, subsidiaries and affiliates (collectively “Releasees”) on the other hand, of any violation or claimed violation of Proposition 65, or any statutory, regulatory or common law claim that has been or could have been asserted against the Releasees regarding exposing persons to the Listed Chemicals and the failure to warn about exposure to the Listed Chemicals, but arising only in connection with the Covered Products manufactured prior to the Effective Date and supplied, distributed and/or sold or offered for sale by SAFILO. CAG and SAFILO agree that SAFILO’s compliance with this Settlement Agreement shall constitute compliance by Releasees with Proposition 65 with respect to the Listed Chemicals in the Covered Products with respect to any Covered Products supplied, distributed and/or sold or offered for sale by Releasees after the Effective Date.

3.2 CAG, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waive and release with respect to the Covered Products all rights to institute or participate in, directly or indirectly, any form of legal action, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys’ fees) (collectively “Claims”), against Releasees that

arise under Proposition 65 or any other statutory, regulatory or common law claims that were or could have been asserted, only to the extent that such claims relate to Releasees' alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any failure by Releasees to warn about exposures to the Listed Chemicals contained in the Covered Products.

3.3 It is intended by the Parties that the releases provided in this Paragraph 3.0 shall prevent CAG from asserting any Claims against Releasees that arise under Proposition 65 or any other statute, regulation or common law, to the extent that such claims relate to Releasees' alleged exposure of persons to the Listed Chemicals in the Covered Products or any failure by Releasees to warn about exposures to the Listed Chemicals in the Covered Products.

3.4 CAG and its past and current agents, representatives, attorneys, successors and/or assigns, provide a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind, known or unknown, suspected or unsuspected, against Releasees arising under Proposition 65, only to the extent that such claims relate to Releasees' alleged exposure of persons to the Listed Chemicals in the Covered Products, and the failure to warn about exposures to the Listed Chemicals contained in the Covered Products manufactured prior to the Effective Date of this Settlement Agreement. CAG acknowledges that it is familiar with Section 1542 of Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3.5 CAG and its past and current agents, representatives, attorneys, successors and/or assigns expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred on it by the provisions of Civil Code § 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters.

#### 4.0 SAFILO's Duties

4.1 SAFILO agrees, promises and represents that, as to any Covered Product manufactured after the Effective Date that SAFILO thereafter supplies, distributes or sells in California will not exceed 0.1% (1,000 parts per million) ("Threshold Level") of DEHP or DBP. This obligation does not apply to any Covered Products manufactured prior to the Effective Date, regardless of when such products are distributed or sold, but such products are covered by the Release.

4.2 SAFILO also agrees, promises, and represents that, as of the Effective Date, to the extent it ships to California any Covered Products in existing inventory that have not been reformulated, SAFILO will provide warnings that comply with Proposition 65. The warnings shall be provided in such a conspicuously and prominent manner that will assure the message is made available and likely to be read, seen, or heard by the consumer prior to or at the time of the sale or purchase. The Parties agree that a warning stating that "WARNING: This product contains chemicals known to the State of California to cause cancer, or birth defects, or other reproductive harm" ("Proposition 65 Warning") shall constitute compliance with

Proposition 65 with respect to the Covered Products and any Covered Products distributed and/or sold by Releasees after the Effective Date.

5.0 Payments

5.1 SAFILO agrees, to pay a total of eighty-five thousand dollars (\$85,000.00) within ten (10) days of the Effective Date by separate checks apportioned as follows:

5.1.1 Payment to CAG: Fifteen thousand dollars (\$15,000.00) shall be paid to Consumer Advocacy Group, Inc. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, CAG shall provide SAFILO with CAG's Employer Identification Number.

5.1.2 Attorneys' Fees and Costs: Sixty-nine thousand dollars (\$69,000.00) of such payment shall be paid to Yeroushalmi & Associates, as CAG's attorneys, for reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to SAFILO's attention. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, Yeroushalmi & Associates shall provide SAFILO with its Employer Identification Number.

5.1.3 Penalty: SAFILO shall issue two separate checks for a total amount of one thousand dollars (\$1,000.00) as penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of seven hundred and fifty dollars (\$750.00), representing 75% of the total penalty; and (b) one check to Consumer Advocacy

Group, Inc. in the amount of two hundred and fifty dollars (\$250.00), representing 25% of the total penalty. Two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$750.00. The second 1099 shall be issued in the amount of \$250.00 to CAG and delivered to: Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

6.0 Authority to Enter Into Settlement Agreement

6.1 CAG represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind CAG to this Settlement Agreement.

6.2 SAFILO represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind SAFILO to this Settlement Agreement.

7.0 Report of the Settlement Agreement to the Office of the Attorney General Of California:

7.1 CAG shall report this Settlement Agreement to the Attorney General's Office within five (5) days of the Parties' execution of this Settlement Agreement.

8.0 Post Execution Conversion to Consent Judgment

8.1 Within twelve (12) months of the execution of this Settlement Agreement, SAFILO may request in writing that CAG draft and file a complaint, incorporate the terms of this Settlement Agreement into a proposed consent judgment providing a release for the Products in the public interest, and seek court approval of the consent judgment pursuant to Health and Safety Code section 25249.7, or as may be otherwise allowed by law. If requested, CAG and SAFILO agree to reasonably cooperate and to use their best efforts, and those of their counsel, to

obtain an entry of judgment in accordance with the terms of this Settlement Agreement by a superior court in California in a timely manner.

9.0 Pursuant to Code of Civil Procedure sections 1021 and 1021.5, if so requested, SAFILO agrees to reimburse CAG and its counsel for the reasonable fees and costs incurred in connection with work performed pursuant to Section 8 of this Agreement in an amount not to exceed \$25,000.00, exclusive of fees and costs on appeal, if any. Within ten days of receiving a monthly invoice from CAG's counsel for work performed under this section, SAFILO agrees to remit payment to the address provided in Section 5.

10.0 Execution in Counterparts and Facsimile

10.1 This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original.

11.0 Modification of Settlement Agreement

11.1 Any modification to this Settlement Agreement shall be in writing and signed by the Parties.

12.0 Application of Settlement Agreement

12.1 This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG, the Releasees and Downstream Releasees identified in Section 3 above.

13.0 Enforcement of Settlement Agreement

13.1 Any party may file suit before the Superior Court of the County of San Francisco, consistent with the terms and conditions set forth in paragraphs 13.2 and 13.3 of this Settlement Agreement, to enforce the terms and conditions contained in this Settlement

Agreement. The prevailing party shall be entitled to its reasonable attorneys' fees and costs associated with such enforcement.

13.2 No action to enforce this Settlement Agreement may be commenced or maintained, and no Notice of Violation related to the Covered Products may be served or filed against any Releasee by CAG, unless the Party seeking enforcement or alleging violation of Proposition 65 notifies the other Party of the specific future acts alleged to be in breach of this Settlement Agreement or in violation of Proposition 65 at least 90 days before serving or filing any action or Notice of Violation and the entity receiving the notice fails to comply with the requirements set forth in Section 13.3 below. Any notice to SAFILO must contain (a) the name of the product, (b) specific dates when the product was sold after the Effective Date in California (c) the store or other place at which the product was available for sale to consumers, and (d) any other evidence or other support for the allegations in the notice.

13.3 Within 30 days of receiving the notice described in Section 13.2, SAFILO shall either (1) send the store or other place at which the product was available for sale to the public a letter directing either that the offending product must be (a) removed from inventory until it is labeled with a Proposition 65 Warning or (b) returned to SAFILO for full credit, including shipping costs, or (2) refute the information provided under Section 13.2. Should the parties be unable to resolve the dispute, any party may seek relief under Section 13.1.

#### 14.0 Notification Requirements

14.1 Any notice required or permitted hereunder shall be effective only if given in writing and delivered in person, certified or registered mail return receipt requested, or traceable overnight delivery service, to the following designees:

For CAG:

Reuben Yeroushalmi  
Yeroushalmi & Associates  
9100 Wilshire Boulevard, Suite 240W  
Beverly Hills, CA 90212

For SAFILO:

Stephen H. Dye  
Schnader Harrison Segal & Lewis LLP  
650 California Street, 19th Floor  
San Francisco, CA 94108-2736

14.2 Any party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section.

#### 15.0 Severability

15.1 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

#### 16.0 Governing Law

16.1 The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Listed Chemicals and/or the Covered Products, then SAFILO shall provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products are so affected.

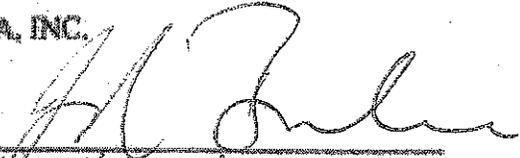
CONSUMER ADVOCACY GROUP, INC.

Dated: 4-17-14

By:   
Printed Name: Melinda Saxon  
Title: Executive Director

SAPILO USA, INC.

Dated: 4-23-14

By:   
Printed Name: STANLEY ROSS BROWNLEE  
Title: PRESIDENT

Schedule A

Noticed Entities

I. A. Notice of Violation Dated September 7, 2012

GA Modefine S.A., Via Penate 4 Mendrisio 6850 Switzerland, Giorgio Armani, President/CEO  
Giorgio Armani S.p.A., Via Borgonuovo 11 Milan, 1 20121 Italy, Giorgio Armani, Presid./CEO  
Armani Exchange, 111 8<sup>th</sup> Ave., 9<sup>th</sup> Floor, New York, NY 10011, Giorgio Armani, Presid./CEO  
Ross Stores, Inc. 4440 Rosewood Dr. Bldg. 4, Pleasanton, CA 94588, Michael O'Sullivan, CEO  
Ross Dress for Less, Inc., dba Ross Dress for Less, 8489 W 3<sup>rd</sup> Street, #1102, Los Angeles, CA 90048, Michael O'Sullivan, CEO  
Ross Dress for Less, Inc. 4440 Rosewood Dr., Pleasanton, CA 94588, Michael O'Sullivan, CEO

I. B. Notice of Violation Dated October 12, 2012

Giorgio Armani Corporation, 114 5<sup>th</sup> Avenue, 17<sup>th</sup> Fl., New York, NY 10011 Giorgio Armani, President/CEO  
Giorgio Armani Corporation 114<sup>th</sup> 5<sup>th</sup> Avenue, 3<sup>rd</sup> Fl., New York, NY 10011, Giorgio Armani, Presid./CEO  
Armani Exchange, 111 8<sup>th</sup> Ave., 9<sup>th</sup> Floor, New York, NY 10011, Giorgio Armani, Presid./CEO  
Ross Stores, Inc. 4440 Rosewood Dr. Bldg. 4, Pleasanton, CA 94588, Michael O'Sullivan, CEO  
Ross Dress for Less 10818 Jefferson Blvd., Culver City, CA 90230, Michael O'Sullivan, CEO  
Ross Dress for Less, Inc. 4440 Rosewood Dr., Pleasanton, CA 94588, Michael O'Sullivan, CEO

I. C. Updated Notice of Violation dated July 11, 2013 to Notice I.A.& I.B Above

Ross Dress for Less, Inc. 4440 Rosewood Dr., Pleasanton, CA 94588, Michael O'Sullivan, CEO  
Ross Stores, Inc. 4440 Rosewood Dr. Bldg. 4, Pleasanton, CA 94588, Michael O'Sullivan, CEO  
Ross Dress for Less, 10818 Jefferson Blvd., Culver City, CA 90230, Michael O'Sullivan, CEO  
Ross Dress for Less, Inc., dba Ross Dress for Less, 8489 W 3<sup>rd</sup> Street, #1102, Los Angeles, CA 90048, Michael O'Sullivan, CEO  
Safilo USA, Inc. 801 Jefferson Road, Parsippany, NJ 07054, Ross Brownlee, President/CEO

Safilo America, Inc. 801 Jefferson Road, Parsippany, NJ 07054, Ross Brownlee, President/CEO

II. A. Notice of Violation Dated October 19, 2012

JLO Holding Company, LLC c/o Murphy & Kress, Inc., 2401 Main Street, Santa Monica, CA 90405, Jennifer Lopez, President/CEO

The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

Marmaxx Operating Corp., 770 Cochituate Road, Framingham, MA, 01701, Ernie Hermann, President/CEO

Marshalls of MA, Inc., 770 Cochituate Road, Framingham, MA, 01701, Michael MacMillan, President/CEO

The TJX Companies, Inc. dba Marshalls, 2735 Eastland Center Drive, West Covina, CA 91791, Carol Meyrowitz, President/CEO

II. B. Notice of Violation Dated December 21, 2012

JLO Holding Company, LLC c/o Murphy & Kress, Inc., 2401 Main Street, Santa Monica, CA 90405, Jennifer Lopez, President/CEO

The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

T.J. Maxx of CA, LLC, 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

T.J. Maxx of CA, LLC, dba T.J. Maxx 5749 Rosemead Blvd., Temple City, CA 91780, Carol Meyrowitz, President/CEO

II. C. Updated Notice of Violation dated August 15, 2013 to Notice II.A.& II.B Above

The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

T.J. Maxx of CA, LLC, 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

T.J. Maxx of CA, LLC, dba T.J. Maxx 5749 Rosemead Blvd., Temple City, CA 91780, Carol Meyrowitz, President/CEO

Marmaxx Operating Corp., 770 Cochituate Road, Framingham, MA, 01701, Ernie Hermann, President/CEO

Marshalls of MA, Inc., 770 Cochituate Road, Framingham, MA, 01701, Michael MacMillan, President/CEO

The TJX Companies, Inc. dba Marshalls, 2735 Eastland Center Drive, West Covina, CA 91791, Carol Meyrowitz, President/CEO

MEC Sales, Inc. 27 Nartoff Road, Hollis, NH 03049, Mike Christofferson, President/CEO

MEC Sales and Services, Inc. 27 Nartoff Road, Hollis, NH 03049, Mike Christofferson, President/CEO

Safilo USA, Inc. 801 Jefferson Road, Parsippany, NJ 07054, Ross Brownlee, President/CEO

Safilo America, Inc. 801 Jefferson Road, Parsippany, NJ 07054, Ross Brownlee, President/CEO

Safilo USA, Inc. 404 Fifth Ave., 2<sup>nd</sup> Floor, New York, NY 10018, Ross Brownlee, President/CEO

Outlook Eyewear Co., 12360 E 46<sup>th</sup> Ave #100, Denver, CO 80239, Elliot Kels, President/CEO

Outlook Eyewear Canada Limited, 290 Brunel Road, Mississauga, Ontario, L4Z 2C2, Elliot Kels, President/CEO

### III. Notice of Violation dated July 11, 2013

The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

T.J. Maxx of CA, LLC, 770 Cochituate Road, Framingham, MA, 01701, Carol Meyrowitz, President/CEO

T.J. Maxx Studio Village 132, 11020 W. Jefferson Blvd., Culver City, CA 90230, Current President/CEO

Liz Claiborne, Inc., 1441 Broadway, New York, NY 10018, William MacComb, President/CEO

Fifth & Pacific Companies, Inc., 1441 Broadway, New York, NY 10018, William MacComb, President/CEO

IV. Notice of Violation dated July 29, 2013

The Gap, Inc., 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO  
Gap Stores, Inc., 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO  
Gap (Apparel), LLC, 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO  
The Gap, Inc., 900 Cherry Avenue, San Bruno, CA 94066, Glenn Murphy, President/CEO  
The Gap, 1 Harrison Street, San Francisco, CA 94105, Glenn Murphy, President/CEO  
Gap-278, 189 The Grove Drive, Los Angeles, CA 90036, Glenn Murphy, President/CEO

V. Notice of Violation dated August 15, 2013

Tommy Hilfiger Licensing LLC, 601 W 26<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, NY 10001, Emanuel Chirico, President/CEO  
Tommy Hilfiger Licensing, Inc., University Plaza, Bellevue Building 262 Chapman Road, Suite 103-A, Newark, DE 19702, Emanuel Chirico, President/CEO  
Tommy Hilfiger Licensing, Inc., 913 N. Market Street, Wilmington, DE 19801, Emanuel Chirico, President/CEO  
Tommy Hilfiger, Inc., 2711 Centerville Road, Suite 400, Wilmington, DE 19808, Emanuel Chirico, President/CEO  
Tommy Hilfiger, Inc., 172 Boonton Ave., Kinnelon, NJ 07405, Emanuel Chirico, President/CEO  
Tommy Hilfiger, Inc., 25 W 39<sup>th</sup> Street, New York, NY 10018, Emanuel Chirico, President/CEO  
Tommy Hilfiger U.S.A., Inc., 200 Madison Ave., New York, NY 10016, Emanuel Chirico, President/CEO  
PVH Corp., 2711 Centerville Road, Suite 400, Wilmington, DE 19808, Emanuel Chirico, President/CEO  
PVH Corp., 200 Madison Ave., New York, NY 10016, Emanuel Chirico, President/CEO  
PVH Corp., 1001 Frontier Road, MS #44, Bridgewater, NJ 08807, Emanuel Chirico, President/CEO  
Phillips-Van Heusen Corporation, 200 Madison Ave., New York, NY 10016, Emanuel Chirico, President/CEO

Ross Dress for Less, Inc. 4440 Rosewood Dr., Pleasanton, CA 94588, Michael Balmuth, CEO  
Ross Stores, Inc. 4440 Rosewood Dr. Bldg. 4, Pleasanton, CA 94588, Michael Balmuth, CEO  
Ross Dress for Less, 3460 W Century Blvd., Inglewood, CA 90303, Michael Balmuth, CEO

VI. Notice of Violation dated October 28, 2013

International Sunglasses, 2600 South Broadway, Los Angeles, CA 90007, Stephen McCluski, President/CEO

International Tropic-Cal, Inc., 2600 South Broadway, Los Angeles, CA 90007, Stephen McCluski, President/CEO

International Tropic-Cal, Inc., 310 Interlochen Pkwy, Commerce, CA 9004007, Stephen McCluski, President/CEO

Safilo USA, Inc. 801 Jefferson Road, Parsippany, NJ 07054, Ross Brownlee, President/CEO

Safilo America, Inc. 801 Jefferson Road, Parsippany, NJ 07054, Ross Brownlee, President/CEO

Nordstrom, Inc., 1617 6<sup>th</sup> Ave., Seattle, WA 98101, Blake Nordstrom, President/CEO

Nordstrom Rack, 1617 6<sup>th</sup> Ave., Seattle, WA 98101, James Thomas, President/CEO

Nordstrom Rack -- Glendale Fashion Center, 227 North Glendale Ave., Glendale, CA 91206, Blake Nordstrom, President/CEO

Nordstrom Direct, 1700 7<sup>th</sup> Ave., Seattle, WA 98101, James Nordstrom, President/CEO

VII. Notice of Violation dated January 10, 2014

The Gap, Inc., 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO

Gap Stores, Inc., 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO

Gap (Apparel), LLC, 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO

The Gap, 1 Harrison Street, San Francisco, CA 94105, Glenn Murphy, President/CEO

Gap-275, 1355 Third Street Promenade, Santa Monica, CA 90401, Glenn Murphy, President/CEO

VIII. Notice of Violation dated January 15, 2014

The Gap, Inc., 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO

Gap Stores, Inc., 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO

Gap (Apparel), LLC, 2 Folsom Street, San Francisco, CA, 94105, Glenn Murphy, President/CEO

The Gap, 1 Harrison Street, San Francisco, CA 94105, Glenn Murphy, President/CEO

Ross Dress for Less, Inc. 4440 Rosewood Dr., Pleasanton, CA 94588, Michael Balmuth, CEO

Ross Stores, Inc. 4440 Rosewood Dr. Bldg. 4, Pleasanton, CA 94588, Michael Balmuth, CEO

Ross Dress for Less, 1839 S. La Cienega Blvd., Los Angeles, CA 90035, Michael Balmuth, CEO