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Attorneys for Plaintiff  
SUSAN DAVIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MARIN  
UNLIMITED CIVIL JURISDICTION

SUSAN DAVIA,

Plaintiff,

v.

EA INTERNATIONAL LTD. and DOES 1-150,

Defendants.

Case No. CIV 1801939

**CONSENT TO JUDGMENT AS TO  
DEFENDANT EA INTERNATIONAL LTD.**

Action Filed: June 6, 2018  
Trial Date: None Assigned

## **1. INTRODUCTION**

### **1.1 The Parties**

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Susan Davia, (“Davia”) and EA International, Ltd. (“EA Intl.”), with Davia and EA Intl. each referred to as a “Party” and collectively referred to as the “Parties.”

### **1.2 Davia**

Davia is an individual residing in the State of California who seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

### **1.3 EA International, Ltd.**

EA International Ltd. is alleged to have been responsible for the manufacture and distribution of the products subject to this Agreement. EA Intl. is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

### **1.4 General Allegations**

Davia alleges that EA Intl. participated in the manufacture, distribution and/or sale, in or into the State of California, of PVC bedding product display and storage cases made with materials that exposed users to DEHP without first providing “clear and reasonable warning” under Proposition 65. DEHP is listed as a carcinogen and reproductive toxin pursuant to Proposition 65. DEHP shall be referred to hereinafter as the “Listed Chemical”.

### **1.5 Notices of Violation**

On February 28, 2017, Davia served EA Intl. and various public enforcement agencies with a document entitled “60-Day Notice of Violation” that provided public enforcers and the noticed entities with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DEHP, a toxic chemical found in the Covered Products sold in California (AG Notice 2017-00261). The February 28, 2017, 60-Day Notice of Violation shall be referred to herein as “Notice.”

EA Intl. received the Notice. EA Intl. represents that, as of the date it executes this

1 Agreement, it is not aware of any public enforcer that is diligently prosecuting a Proposition 65  
2 enforcement action related to DEHP in the Covered Products, as identified in the 60-Day Notice.

### 3 **1.6 No Admission**

4 This Agreement resolves claims that are denied and disputed by EA Intl. The Parties enter  
5 into this Agreement pursuant to a full, final and binding settlement of any and all claims between  
6 the Parties for the purpose of avoiding prolonged litigation. EA Intl. denies the material factual  
7 and legal allegations contained in the Notices, maintains that it did not knowingly or intentionally  
8 expose California consumers to DEHP through the reasonably foreseeable use of the Covered  
9 Products and otherwise contends that, all Covered Products it has manufactured, distributed  
10 and/or sold in California have been and are in compliance with all applicable laws. Nothing in  
11 this Agreement shall be construed as an admission by EA Intl. of any fact, finding, issue of law, or  
12 violation of law, nor shall compliance with this Agreement constitute or be construed as an  
13 admission by EA Intl. of any fact, finding, conclusion, issue of law, or violation of law, such being  
14 specifically denied by EA Intl. However, notwithstanding the foregoing, this section shall not  
15 diminish or otherwise affect EA Intl.'s obligations, responsibilities, and duties under this  
16 Agreement.

### 17 **1.7 Consent to Jurisdiction**

18 For purposes of this Agreement only, the Parties stipulate that this Agreement shall be  
19 considered as made pursuant to Code of Civil Procedure Section 664.6 and that the Marin County  
20 Superior Court has jurisdiction over the Parties to enforce this Agreement until performance in full  
21 of the terms thereof.

## 22 **2. DEFINITIONS**

23 **2.1** The term "Product" or "Covered Product" shall mean all EA Intl. bedding  
24 product packaging/storage cases made with vinyl/PVC.

25 **2.2** The term "Phthalate Free" Covered Products shall mean that each component of  
26 each Covered Product contains less than or equal to 1,000 parts per million ("ppm") each of di(2-  
27 ethylhexyl phthalate) ("DEHP"), dibutyl phthalate ("DBP"), diisononyl phthalate ("DINP"),  
28 diisodecyl phthalate ("DIDP"), di-n-hexyl phthalate ("DnHP") and butyl benzyl phthalate ("BBP")

as determined by test results using Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C.

**2.3** “Effective Date” shall mean the date this Agreement is approved by the Court.

### **3. INJUNCTIVE-TYPE RELIEF**

#### **3.1 Product Reformulation Commitment**

**3.1.1** No later than October 1, 2018, EA Intl. shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to its then-current vendors of any Covered Product and any vendor for the bedding product incorporating a Covered Product and instruct such vendors to not incorporate any raw or component materials into any Covered Product that do not meet the Phthalate Free concentration standards of Section 2.2. EA Intl. shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards until, at least, September 1, 2020, and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia, as long as such request is made before September 1, 2020.

**3.1.2** After October 1, 2018, EA Intl. shall provide the Phthalate Free phthalate concentration standards of Section 2.2 to any New Vendors of any Covered Product and any New Vendors for the bedding product incorporating a Covered Product and instruct such entities not to incorporate any raw or component materials that do not meet the Phthalate Free concentration standards of Section 2.2 into any Covered Product. “New Vendors” means vendors of Covered Products from whom EA Intl. was not obtaining Covered Products as of September 1, 2018. Prior to purchase and acquisition of any Covered Product from any New Vendor, EA Intl. shall obtain a written confirmation and accompanying laboratory test result from the New Vendor demonstrating compliance with the Phthalate Free phthalate concentration standard in all materials comprising the Covered Product. EA Intl. shall maintain until at least September 1, 2020, copies of all testing of such products demonstrating compliance with this section, shall maintain copies of all vendor correspondence relating to the Phthalate Free concentration standards and shall produce such copies to Davia within thirty (30) days of receipt of reasonable request made in writing from Davia as long as such request is made before September 1, 2020.

1           **3.1.3** As of January 1, 2019, EA Intl. shall not manufacture or cause to be manufactured,  
2 order or cause to be ordered any Covered Product that is not Phthalate Free. For every Covered  
3 Product EA Intl. manufactures, causes to be manufactured, orders, causes to be ordered or  
4 otherwise sells after the Effective Date, EA Intl. shall maintain copies of all testing of such  
5 products demonstrating compliance with this section, shall maintain copies of all vendor  
6 correspondence relating to the Phthalate Free concentration standards of Section 2.2 and shall  
7 produce such copies to Davia within thirty (30) days of receipt of reasonable request made in  
8 writing from Davia, as long as such request is made before January 1, 2021.

9           **3.2 EA Intl. Customer Notification**

10           **3.3** As a material term of this Agreement, EA Intl. represents that in the period  
11 between its receipt of Davia's Notice and execution of this Agreement, it has reformulated  
12 approximately 80% of newly manufactured Covered Product and has placed Proposition 65  
13 warning labels on the remaining non-reformulated new inventory. As a material term of this  
14 Agreement, EA Intl. also represents that all Covered Product it shipped to California since May  
15 2018 was reformulated Covered Product. As a consequence of these alleged facts and to avoid any  
16 retailer confusion between reformulated and labelled Covered Product, EA Intl. shall have no  
17 customer notification obligation under this Agreement.

18           **3.4 Existing Inventory Product Packaging Labels**

19           Commencing September 1, 2018, for any inventory of Covered Products manufactured by,  
20 for or ordered by or for EA Intl. prior to the January 1, 2019, EA Intl. shall not sell or ship any of  
21 such Covered Product that is not Phthalate Free unless such Covered Product is shipped with  
22 product package label set forth hereafter, or shipped with a commensurate number of warning  
23 labels containing the warning language of this Section and written instructions advising the  
24 customers that they must apply such supplied product package warning label to the package as set  
25 forth below.

26           For warning labels applied to the Covered Product by EA Intl., each such label shall be  
27 prominently placed either on the front, exterior surface of the clear packaging or where other  
28 health and safety warnings are located, with such conspicuousness as compared with other words,

1 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
2 individual under customary conditions *before* purchase or use. When EA Int'l provides customers  
3 with product package labels and instructions as set forth in the preceding paragraph, it shall notify  
4 such customers that the labels must be prominently placed either on the front, exterior surface of  
5 the clear packaging or where other health and safety warnings are located, with such  
6 conspicuousness as compared with other words, statements, designs, or devices as to render it  
7 likely to be read and understood by an ordinary individual under customary conditions *before*  
8 purchase or use.

9 After December 1, 2019, EA intl. shall not distribute, cause to be distributed or otherwise  
10 sell any Covered Product that is not Phthalate Free regardless of compliance with the existing  
11 inventory labelling requirements of this Section 3.3

#### 12 **3.4.1 Covered Product Packaging Label.**

13 The warning language for all non-Phthalate Free Covered Product sold by EA Intl. prior to  
14 December 1, 2019, shall state:



15 This vinyl/PVC packaging product can expose  
16 you to chemicals, including DEHP di(2-  
17 ethylhexyl) phthalate which is known to the State  
18 of California to cause cancer and birth defects or  
19 other reproductive harm. [This package is not  
intended as a storage container] For more  
information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

[Please discard packaging after purchase.]

21 The bracketed language is optional. EA Intl. may also use any other warning language  
22 for exposures to both listed carcinogens and reproductive toxicants contained in 27 C.C.R. Section  
23 25603, as operative on August 30, 2018, or any other statute or regulation defining clear and  
24 reasonable warnings under Proposition 65.

#### 25 **3.3.2 Changes to Proposition 65 or Its Regulations**

26 If, after the execution of this Agreement, Proposition 65 or its warning regulations are  
27 revised or amended in a manner that EA Int'l contends is inconsistent with, or requires warning  
28

1 specifications or options different from the specifications in this Settlement Agreement, EA Int'l  
2 may request to modify the content and delivery methods of its warnings to conform to the  
3 modified or amended provisions of Proposition 65 or its regulations. EA Int'l shall first meet and  
4 confer with plaintiff, in writing, and provide plaintiff with the revised/amended regulation at  
5 issue, the existing warning content and delivery methods and the proposed, new warning content  
6 and delivery methods. If the parties can agree on any revision to the content and delivery method  
7 for EA Int'l.'s warnings, such agreement shall be reflected in an amendment to this Agreement. If  
8 the parties cannot agree upon an appropriate amendment, then EA Intl. may utilize formal court  
9 procedures to seek a court order approving the proposed amendment.

#### 10 **3.4.2 Internet Website Warning.**

11 As a material term of this agreement, EA Intl. represents that it does not sell any  
12 Covered Products via the Internet. EA Intl. shall therefore have no Internet warning obligation  
13 under this Agreement.

### 14 **4. MONETARY PAYMENTS**

#### 15 **4.1 Civil Penalty**

16 As a condition of settlement of all the claims referred to in this Consent to  
17 Judgment, EA Intl. shall cause to be paid a total of \$48,000 in civil penalties in accordance with  
18 California Health & Safety Code § 25249.12(c)(1) & (d).

#### 19 **4.2 Augmentation of Penalty Payments**

20 For purposes of the penalty assessment under this Agreement, Davia is relying entirely  
21 upon EA Intl. and its counsel for accurate, good faith reporting to Davia of the nature and amounts  
22 of relevant sales activity. If within nine (9) months of the Effective Date, Davia discovers and  
23 presents to EA Intl. evidence that the Covered Products have been distributed by EA Intl. in sales  
24 volumes materially different than those identified by EA Intl. prior to execution of this Agreement,  
25 then EA Intl. shall be liable for an additional penalty amount of up to \$10,000.00. EA Intl. shall  
26 also be liable, in accordance with the requirements of Code of Civil Procedure section 1021.5 for  
27 any reasonable, additional attorney fees expended by Davia in discovering such additional  
28 retailers or sales. Davia agrees to provide EA Intl. with a written demand for all such additional

1 penalties and attorney fees under this Section. After service of such demand, EA Intl. shall have  
2 thirty (30) days to meet and confer with plaintiff and either (1) agree to the amount of fees and  
3 penalties owing by EA Intl. and submit such payment to Davia in accordance with the method of  
4 payment of penalties and fees identified in Section 4.1 and 4.4 or (2) provide any evidence and  
5 argument against additional civil penalties to plaintiff. Should this thirty (30) day period pass  
6 without any resolution between the parties and payment of such additional penalties and fees,  
7 Davia shall be entitled to file a formal legal claim for additional civil penalties pursuant to this  
8 Section. The prevailing party on any claim filed for additional civil penalties pursuant to this  
9 Section shall be entitled to all reasonable attorney fees and costs incurred in connection with  
10 Davia's claim for augmented penalties.

#### 11 **4.3 Reimbursement of Davia's Fees and Costs**

12 The Parties acknowledge that Davia and her counsel offered to resolve this dispute without  
13 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
14 issue to be resolved after the material terms of the agreement had been settled. EA Intl. then  
15 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
16 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due  
17 to Davia and her counsel under general contract principles and the private attorney general  
18 doctrine codified at California Code of Civil Procedure section 1021.5, for all work performed in  
19 this matter, except fees that may be incurred on appeal. Under these legal principles, EA Intl. shall  
20 cause to be paid to Davia's counsel the amount of \$177,000 for fees and costs incurred  
21 investigating, litigating and enforcing this matter. Such payment shall be made payable to  
22 "Sheffer Law Firm".

#### 23 **4.4 Payment Procedures**

24 No later than fifteen (15) days before the hearing date on plaintiff's anticipated Motion to  
25 Approve this settlement, EA Intl. shall deliver all settlement payment funds required by this  
26 Agreement to its counsel and EA Intl.'s counsel shall confirm receipt within one (1) week of  
27 settlement funds in writing to plaintiff's counsel and, thereafter, hold EA Intl.'s settlement checks or  
28 the amounts paid by EA Intl. until such time as the Court approves this settlement contemplated by

Section 7. Within five (5) business days of the date plaintiff provides electronic mail notice to counsel for EA Intl. that the Court has approved this settlement, EA Intl.'s counsel shall deliver the settlement payments to plaintiff's counsel as follows:

1. A civil penalty check in the amount of \$36,000 payable to "OEHHA" (EIN: 68-0284486, Memo line "Prop. 65 Penalties, 2017-00261");
2. A civil penalty check in the amount of \$12,000 payable to "Susan Davia" (Tax ID to be supplied, Memo line "Prop. 65 Penalties, 2017-00261"); and
3. An attorney fee and cost reimbursement check, pursuant to Section 4.3, in the amount of \$177,000 payable to "Sheffer Law Firm" (EIN 55-08-58910, Memo line "2017-00261")

All penalty and fee/cost payments shall be delivered to the Sheffer Law Firm at the following address:

Sheffer Law Firm  
Attn: Proposition 65 Controller  
81 Throckmorton Ave., Suite 202  
Mill Valley, CA 94941

EA Intl. shall be liable for payment of interest, at a rate of 10% simple interest, for all amounts due and owing from it under this Section that are not received by Sheffer Law Firm within two business days of the due date for such payment.

#### **4.5 Issuance of 1099 Forms**

After this Agreement has been executed and the settlement funds have been transmitted to Davia's counsel, EA Intl. shall cause three separate 1099 forms to be issued, as follows:

- (a) The first 1099 shall be issued to the Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) in the amount paid pursuant to Sections 4.1 and 4.2;
- (b) The second 1099 shall be issued to Davia in the amount paid pursuant to Sections 4.1 and 4.2, whose address and tax identification number shall be furnished upon request; and
- (c) The third 1099 shall be issued to the Sheffer Law Firm (EIN: 55-08-58910) in the amount paid pursuant to Section 4.3 and 4.2.

1       **5.       RELEASES**

2               **5.1       DAVIA'S RELEASE OF EA INTERNATIONAL LTD.**

3               **5.1.1**       This settlement agreement is a full, final and binding resolution between Davia,  
4 on behalf of herself and in the interest of the general public and EA Intl., its directors, officers,  
5 employees and attorneys ("Releasees"), and each entity identified on the attached Exhibit A to  
6 whom EA Intl. directly distributes or sells Covered Products, together with customers purchasing  
7 Covered Products from such entities ("Downstream Releasees") of any violation of Proposition 65  
8 that was or could have been asserted by Davia on behalf of herself, her representatives or  
9 attorneys, against EA Intl., based on their alleged failure to warn about alleged exposures to DEHP  
10 contained in the Covered Products that were sold by EA Intl. before the Effective Date.  
11 Notwithstanding this resolution and release, this settlement agreement is not binding upon, and  
12 shall not act in any way as a release of claims against those entities identified on the attached  
13 Exhibit B. EA Intl.'s compliance with the terms of this settlement shall be deemed compliance with  
14 Proposition 65 as to exposures to DINP, DIDP, DEHP, DBP, BBP and DnHP in the Covered  
15 Products.

16               **5.1.2**       Davia also provides a general release herein which shall be effective as a full and  
17 final accord and satisfaction, as a bar to all claims, actions and causes of action, of any nature,  
18 character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter  
19 of the Notice as to Covered Products sold by EA Intl. or Releasees prior to the Effective Date.  
20 Davia acknowledges that she is familiar with section 1542 of the California civil code, which  
21 provides as follows:

22                               A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
23                               THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
24                               OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
25                               WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
26                               AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

26               Davia, in her individual capacity expressly waives and relinquishes any and all rights and  
27 benefits that she may have under, or which may be conferred on her by the provisions of Section  
28 1542 of the California Civil Code as well as under any other state or federal statute or common law

1 principle of similar effect, to the fullest extent that he may lawfully waive such rights or benefits  
2 pertaining to the released matters. In furtherance of such intention, the release hereby given shall  
3 be and remain in effect as a full and complete release notwithstanding the discovery or existence  
4 of any such additional or different claims or facts arising out of the released matters.

5 This Section 5 release shall not release any obligations created by or set forth in this  
6 Agreement.

7 The Parties further understand and agree that this Section 5 release shall not extend  
8 upstream to any entities, other than EA Intl., that manufactured the Covered Products or any  
9 component parts thereof, or any distributors or suppliers who sold the Covered Products or any  
10 component parts thereof to EA Intl.

## 11 **5.2 EA INTERNATIONAL LTD.'S RELEASE OF DAVIA**

12 EA Intl., its past and current agents, representatives, attorneys, successors, and/or  
13 assignees, hereby waive any and all claims against Davia and her attorneys and other  
14 representatives, for any and all actions taken or statements made (or those that could have been  
15 taken or made) by Davia and her attorneys and other representatives through the execution of this  
16 Agreement whether in the course of investigating claims in this matter, otherwise seeking to  
17 enforce Proposition 65 against it in this matter, or with respect to the Covered Products that were  
18 the subject of the Notices. EA Intl. acknowledges that it is familiar with Section 1542 of the  
19 California Civil Code, which provides as follows:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
21 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
22 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
23 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
24 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

25 EA Intl. each expressly waives and relinquishes any and all rights and benefits which it  
26 may have under, or which may be conferred on it by the provisions of Section 1542 of the  
27 California Civil Code as well as under any other state or federal statute or common law principle  
28 of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining  
to the released matters identified in this Section 5.2. In furtherance of such intention, the release

hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

#### **6. COURT APPROVAL**

This Agreement is effective upon execution but must also be approved by the Court. If the Court does not approve this Agreement in its entirety, the Parties shall meet and confer to determine whether to modify the terms of the Agreement and to resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions reasonably necessary to amend and/or modify this Agreement in order to further the mutual intention of the Parties in entering into this Agreement. The Agreement shall become null and void if, for any reason, it is not approved and entered by the Court within one year after it has been fully executed by all Parties.

#### **7. SEVERABILITY**

If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining, after express agreement of the Parties, shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

#### **8. GOVERNING LAW**

The terms of this Agreement shall be governed by the laws of the State of California.

#### **9. NOTICES**

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by FedEx (or other tracked delivery service) or electronic mail to the following:

For EA International Ltd.:

Mark Ye, CEO  
EA International Ltd.  
Corporate Headquarters  
752 Winer Industrial Way, Suite F  
Lawrenceville, Georgia 30046

With a copy to their counsel:

Bruce Nye  
[bnye@scalilaw.com](mailto:bnye@scalilaw.com)

1 Scali Rasmussen  
2 1901 Harrison Street, 14th Floor  
3 Oakland, CA 94612

4 For Davia to:

5 Proposition 65 Coordinator  
6 Sheffer Law Firm  
7 81 Throckmorton Ave., Suite 202  
8 Mill Valley, CA 94941

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

11 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

12 Davia agrees to comply with the reporting form requirements referenced, in California  
13 Health & Safety Code §25249.7(f).

14 **11. MODIFICATION**

15 This Agreement may be modified only by written agreement of the Parties or court order.

16 **12. ADDITIONAL POST-EXECUTION ACTIVITIES**

17 The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed motion  
18 is required to obtain judicial approval of this Agreement. In furtherance of obtaining such approval,  
19 Davia and EA Intl., and their respective counsel, agree to mutually employ their best efforts to  
20 support the entry of this Agreement as a settlement agreement and obtain approval of the  
21 Agreement - sufficient to render an order approving this agreement - by the Court in a timely  
22 manner. Any affirmative effort by EA Intl. to impede judicial approval of this Agreement shall  
23 subject EA Intl. to liability for attorney fees and costs incurred by plaintiff or her counsel in their  
24 efforts to meet or oppose EA Intl.'s impeding conduct. EA Intl. agrees to accept service of notice of  
25 entry of any order approving this Settlement or entering judgment by electronic service to the  
26 electronic mail address of its counsel as identified in Section 9.

27 **13. ENTIRE AGREEMENT**

28 This Agreement contains the sole and entire agreement and understanding of the Parties  
with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
commitments, and understandings related hereto. No representations, oral or otherwise, express  
or implied, other than those contained herein have been made by any Party hereto. No other

1 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to  
2 bind any of the Parties. No supplementation, modification, waiver, or termination of this  
3 Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of  
4 any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the  
5 other provisions whether or not similar, nor shall such waiver constitute a continuing waiver

#### 6 **14. ATTORNEY'S FEES**

7 **14.1** Should Davia prevail on any motion, application for order to show cause or  
8 other proceeding to enforce a violation of this Agreement, Davia shall be entitled to her reasonable  
9 attorney fees and costs incurred as a result of such motion, order or application, consistent with  
10 C.C.P. § 1021.5. Should EA Intl. prevail on any motion, application for order to show cause or  
11 other proceeding to enforce a violation of this Agreement, EA Intl. may be entitled to its  
12 reasonable attorney fees and costs incurred as a result of such motion, order or application upon a  
13 finding that Davia's prosecution of the motion or application lacked substantial justification. For  
14 purposes of this Agreement, the term substantial justification shall carry the same meaning as  
15 used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

16 **14.2** Except as otherwise specifically provided herein, each Party shall bear its own  
17 costs and attorney's fees in connection with the Notices.

18 **14.3** Nothing in this Section shall preclude a Party from seeking an award of  
19 sanctions pursuant to law.

#### 20 **15. NEUTRAL CONSTRUCTION**

21 Both Parties and their counsel have participated in the preparation of this Agreement and  
22 this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to  
23 revision and modification by the Parties and has been accepted and approved as to its final form  
24 by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this  
25 Agreement shall not be interpreted against any Party as a result of the manner of the preparation  
26 of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction  
27 providing that ambiguities are to be resolved against the drafting Party should not be employed in  
28 the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil

Code Section 1654.

**16. COUNTERPARTS, FACSIMILE SIGNATURES**

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**17. AUTHORIZATION**

The undersigned parties and their counsel are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

**IT IS SO AGREED**

Dated: November \_\_, 2018

\_\_\_\_\_  
Mark Ye, CEO  
EA International Ltd.

Dated: November 2, 2018

  
\_\_\_\_\_  
Susan Davia

1 Code Section 1654.

2 **16. COUNTERPARTS, FACSIMILE SIGNATURES**

3 This Agreement may be executed in counterparts and by facsimile or portable document  
4 format (PDF), each of which shall be deemed an original, and all of which, when taken together,  
5 shall constitute one and the same document.

6 **17. AUTHORIZATION**

7 The undersigned parties and their counsel are authorized to execute this Agreement on  
8 behalf of their respective Parties and have read, understood, and agree to all of the terms and  
9 conditions of this Agreement.

10 **IT IS SO AGREED**

11 Dated: November 3, 2018

12  
13 Mark Ye, CEO  
14 EA International Ltd.

11 Dated: November 2, 2018

12  
13 Susan Davia

# EXHIBIT A

"PIXIE" BY JODI ACKERS, LTD.  
100% PURE INC. d/b/a GTT  
1888 MILLS, LLC  
1ST ASIA CORPORATION  
A & A HERITAGE HOME FASHIONS  
A MUST BAG, LLC  
A Q TEXTILES  
A. MOLINA & C. S.p.a.  
A.L. ELLIS, INC.  
A-1 PRODUCTS  
AARTHI-A1-TRADERS  
ABERCROMBIE TEXTILES LLC  
ABHISHEK INDUSTRIES LIMITED  
ABHITEX INTERNATIONAL  
ABODE 7  
ABSOLUTELY NATURAL, INC.  
ACABADOS PLASTICOS OLLERIA, S.L.  
ACABADOS Y EMPAQUES MEXICANOS S.A.DE C.V EDUARDO MARIN MARQUEZ  
ACADEMIA SNA, (KARIGUZ)  
ACHIM IMPORTING COMPANY/MGS  
ACME LINEN CO, INC.  
ACML CONFECCIONES, LDA  
ADOPT ME TOYS, INC.  
ADVANCE AUTO PARTS  
ADVANCE PACKAGING & LABEL COMPANY  
ADVANCE SMART INTL LTD  
ADVANCED COMFORT TECHNOLOGIES INC.  
ADVANCED INNOVATIONS CENTRAL LLC  
ADVANCED INNOVATIONS EAST  
ADVANCED INNOVATIONS WEST  
ADVERTISE - TEXTIL  
AEOLUS DOWN, INC.  
AFLAC  
AFROZE TEXTILE INDUSTRIES (PVT) LTD.  
AGHADELLI INC.  
AIRTEX DESIGN GROUP  
AIRTEX DESIGN GROUP

AKMAN TEKSTIL  
AL-ABID SILK MILLS, LIMITED  
ALBIS BETTWARENFABRIK AG  
ALESSANDERX SPA  
ALEX ORTHOPEDIC, INC.  
AL-KARAM TEXTILE MILLS  
ALL SPORTS ARMOUR, INC.  
ALLIED FEATHER & DOWN CORP.  
ALLIED FOAM & PACKAGING  
ALLPAK COMPANY  
ALLVIN VALLEY  
ALLYSON SUPPLIES, INC.  
ALOK INDUSTRIES LIMITED  
ALPHA BEDDING  
ALTENBURG  
ALTO SYSTEMS  
AMAZING BABY LLC  
AMC  
AMERICA TEXTILE COMPANY  
AMERICAN BLANKET COMPANY  
AMERICAN CAMPER  
AMERICAN CENTURY HOME  
AMERICAN CLEANERS SUPPLY  
AMERICAN FABRICS COMPANY  
AMERICAN FIBER (SPRINGS)  
AMERICAN FIBER COMPANY  
AMERICAN HOME ENSEMBLES  
AMERICAN HOSPITALITY SUPPLY COMPANY  
AMERICAN PACIFIC ENTERPRISES  
AMERICAN PHIL TEXTILES LIMITED  
AMERICAN PRODUCTS GROUP  
AMERICAN RECREATION PRODUCTS, INC.  
AMERICAN SCREEN ART  
AMERICAN TEXTILE COMPANY  
AMERICAN WEAVERS  
AMINI INNOVATION CORPORATION (AICO)  
AMKO EXPORTS  
ANCHOR SALES & MARKETING, INC.  
ANDERSON FABRICS  
ANHUI HONREN CO. (GROUP) LTD.  
ANSA INDUSTRIES  
ANTONIO DE ALMEIDA & FILHOS  
ANTONIO SALGADO & CO. LDA

ANTONIO VIEIRA DE ABREU & FILHOS LDA  
A-ONE PLUSH TOYS CO., LTD.  
APEX WEAVING & FINISHING MILLS LTD.  
APPAREL SOLUTIONS, INC.  
APPAREL SOURCING GROUP  
ARAD TEXTILES INDUSTRIES LTD.  
ARANDA TEXTILE MILLS (PTY) LTD  
ARCHDALE PACKAGING  
ARCO PACKAGING  
ARGAMAN INDUSTRIES, LTD.  
ARGINGTON, INC.  
ARIGATO & OBLIGADO CREATIONS  
ARIGEI MATZUVA  
ARISTOCRAFT SUPPLY  
ARLEE HOME FASHIONS  
ARLEY CORPORATION  
ARLEY CORPORATION (AME)  
ARLIKTEX, LTD.  
ARM'S REACH CONCEPTS, INC.  
ARMSTRONG KNITTING MILLS  
ARROW INDUSTRIES, INC.  
ARSHAD COPORATION PVT LTD  
ARTIST COLONY LTD.  
ARTSEE  
ARZOO TEXTILE MILLS  
ASACOTEX  
ASD LIVING  
ASHFORD COURT  
ASHLEY FURNITURE INDUSTRIES  
ASIA COTTON  
ASSOCIATE CHEMICAL & SUPPLIES  
ATLANTIC FABRICS  
ATLAS EXPORT ENTERPRISES  
ATRIVM INDUTER, S.L.  
AUSKIN USA INC.  
AUTHENTIC COMFORT  
AUTOMATED LAUNDRY SYSTEMS & SUPPLY  
AVADIM TECHNOLOGIES, INC.  
AVETEX, S.A.  
AYABLU INC.  
AYDIN ORME SANAYI TIC, LTD  
AYSA TEKSTIL SAN VE TIC LTD. STI.  
AZIZ SONS

B & G SUPPLY COMPANY  
B&G LIEBERMAN COMPANY, INC.  
BA BA SEATSKINS  
BABINE LAKE CORPORATION  
BABY BEDROOMS  
BABY BELLA LINENS  
BABY CAKES, INC.  
BABY MATTERS, LLC  
BAG CONCEPTS, INC.  
BAKAY TEKSTIL SANAYI VE TIC A.S.  
BALTI TEKSTIL KAUBANDUS OU  
BANKO TEKSTIL SANAYI VE TICARET LTD STI  
BARDWIL INDUSTRIES  
BASSETTI, S.P.A.  
BATH BY TOWN & COUNTRY, INC.  
BAY LINENS  
BAYDEMIRLER TEKSTIL SANAYI VE TIC. A.S.  
BCP HOME, INC.  
BEACON BLANKETS, INC.  
BEACON LOOMS, INC.  
BEACON MFG. - MANETTA MILLS  
BEANSTALK KIDS  
BEAULIEU OF AMERICA, INC.  
BEBE CHIC  
BEBE JAN PAKISTAN LIMITED  
BECERRA QUILTING  
BECO INDUSTRIES, LTD.  
BED BATH AND BEYOND  
BED FASHION INTERNATIONAL B.V.  
BED FEATHERS  
BEDDINGTON'S BED & BATH  
BEDGEAR LLC.  
BELK  
BELLA LINEA  
BELLA NOTTE LINENS, INC.  
BELLINO FINE LINENS, INC.  
BELPLA, S.A.  
BEMO HANDELS AG  
BEN CARLIP COMPANY  
BEN KAUFMAN SALES CO.  
BEN RICKERT CORPORATION  
BENETEX INDUSTRIES LTD.  
BENNET ENTERPRISES BENGI CORAP SANAYI VE TICARET LTD. STI

BERGLUND PORDUCTS  
BERKSHIRE BLANKET INC.  
BERNZWEIG SUPPLY INC.  
BERTEKS PAZARLAMA A.S.  
BESS MANUFACTURING COMPANY  
BEST FOR LESS DRY CLEANERS SUPPLY, LLC  
BEST TEXTILES LTD  
BEYER GRAPHICS  
BIDDEFORD BLANKETS  
BIEDERLACK OF AMERICA CORP.  
BIG LOTS STORES, INC.  
BINNTU MARKETING, INC.  
BIRLA CENTURY  
BISMILLAH TEXTILE LTD.  
BITTERSWEET  
BLANCOS MILET, S.A. DE C.V.  
BLISS LINENS  
BLUE INC.  
BLUE RIDGE HOME FASHIONS, INC.  
BMSI PACKAGING SERVICES COMPANY  
BOMBAY DYEING & MFG. CO. LTD.  
BONAVISTA FABRICS USA, INC.  
BONJOUR OF SWITZERLAND  
BOOYAH BABY  
BORDADOS CASTI  
BORFIL-EMPRESA DE BORDADOS, SA  
BRAHMS MOUNT LLC  
BRANDIMAGE DESGRIPPES & LAGA  
BRANDIX APPAREL LIMITED  
BRINKHAUS GMBH  
BRINKHAUS POLSKA SP z.o.o.  
BRITANNE CORPORATION  
BRITANNICA HOME FASHIONS, INC.  
BRITAX CHILD SAFETY, INC.  
BROADACRE CARPETS  
BROM MILLS, LTD  
BROOKS INDUSTRIES, INC.  
BROSMOVI SL  
BROWN & PRATT, INC.  
BSS DOWNIA AG  
BUCKY PRODUCTS, INC.  
BUERO NEW YORK  
BUETTNER HOME TEXTILES

BURLINGTON HOUSE  
BURLINGTON INDUSTRIES, INC.  
BURMLOW RUG MILL  
BUTTERFLY BABY, INC.  
C D S ENSEMBLES, INC.  
C.S. BROOKS CANADA, INC.  
C.T.M., LLC  
CADDY COMPANY  
CADEN LANE COMPANY  
CADENCE KEEN INNOVATIONS  
CADILLAC CURTAIN CORPORATION  
CALIFORNIA FEATHER COMPANY  
CALIFORNIA FEATHER INDUSTRIES, INC.  
CALIFORNIA KIDS  
CALZEAT & CO. LTD.  
CANITEZ CANTA SANAYI LTD. STI.  
CAPITOL SUPPLY COMPANY  
CAROLINA FABRICS LTD  
CARPENTER CO.  
CARPENTER COMPANY  
CARPENTER PUR SA  
CARPENTER, LTD.  
CARPET ART - DECO INTERNATIONAL  
CARRIAGE TRADE CLEANERS  
CASSENZ B.V.  
CASTLE PETS  
CATALINA PRODUCTS, INC.  
CATALIST MARKETING DESIGN  
CATHAYA INT'L (PU DONG) TRADING COMPANY  
CATHERINE CANINO JEWELRY, INC.  
CB GROUP  
CCT INTERNATIONAL  
CEBELLILER TEKS. KONF. NAK. INS. LTD.STI  
CELAN NV  
CENTURY TEXTILES  
CEQUAL PRODUCTS, INC.  
CFM KEANALL PRODUCTS  
CGG MARKETING MANAGEMENT  
CHADSWORTH & HAIG  
CHAMPION ZIPPER CORPORATION  
CHATEAU COLLECTION/CHF MANUFACTURING  
CHENAB LTD  
CHENAB ONE

CHENAB, LTD  
CHESAPEAKE DISPLAY & PACKAGING  
CHESTA COMPANY  
CHF CORP - NY  
CHF INDUSTRIES, INC.  
CHICAGO TEXTILES CORPORATION  
CHICKCLEATS  
CHII SHING KNITTING & TEXTILE CO., LTD.  
CHILLY BANDS  
CHINA STAR PRODUCTS (HONG KONG) LIMITED  
CHROME INDUSTRIES INC.  
CINDA BROWN INTERIORS, INC.  
CIRCLE T WESTERN WEAR, LTD.  
CITITEX & FASHION (H.K.) LTD.  
CL LAUNDRY & DRY CLEANING SUPPLY  
CLASSIC CREATIONS, INC.  
CLASSIC ENTERPRISES  
CLASSIC SLIPCOVERS, INC.  
CLEANAIR SUPPLY, INC.  
CLEANERS PRODUCTS SUPPLY, INC.  
CLEANERS SALES & EQUIPMENT CORPORATION  
CLEANER'S SUPPLY  
CLEANER'S SUPPLY INC.  
CLEMCO PRODUCTS, INC.  
CLIFFORD MARKETING  
CLIFTON COTTON MILL LTD  
CLIFTON TEXTILES AND APPARELS LTD  
CLOUD NINE COMFORTS  
CM CHEMICAL & EQUIPMENT, INC.  
CMN INTERNATIONAL  
CO CA LO  
COELIMA INDUSTRIAS TEXTEIS, S.A.  
COELIMA USA, INC.  
COGENT PRODUCTS, INC.  
COLCHAS EL ELEFANTITO  
COLCHAS MEXICO SA DE CV  
COLCHAS S. DOMINGOS  
COLONIAL HOME TEXTILES, INC.  
COLORADO RANCH HOMES, LLC  
COLORDRIFT  
COLORTEX  
COMELY INTERNATIONAL TRADING, INC.  
COMERCIAL MONARKA, S.A. DE C.V.

COMERCIALIZADORA INTERPACK  
COMERCIALIZADORA INTIMA, S.A. DE C.V.  
COMFORT CONCEPTS, INC.  
COMFORT REVOLUTION, LLC  
COMFORTING PROMISES  
COMMA  
COMMONWEALTH HOME FASHIONS  
CONAIR CORPORATION  
CONCEPTS INTERNATIONAL INDIA PVT LTD  
CONFEC TEAM ROMM THIERRY  
CONFECCIONES UZTURRE SL  
CONFECCOES INDUSTRIA E COMERCIO S.A.  
CONFORTEX DE MEXICO  
CONNECTICUT RIVER CONCEPTS, INC.  
CONTOUR PRODUCTS  
CONTROL CORRECTIVE SKINCARE, INC.  
CORONA CURTAIN MFG. CO., INC.  
CORONA DECOR COMPANY  
CORPORATE EXPRESS  
CORPORATE GIFT CENTER, INC.  
COTEMINAS S.A.  
COTOBLAU SA  
COTTON BABIES, LLC  
COTTON CRAFT, INC.  
COZY CUSHY, INC.  
CRAIN INDUSTRIES, INC.  
CREATIVE BATH PRODUCTS, INC.  
CREATIVE BEDDING TECHNOLOGIES, INC.  
CREATIVE GARMENTS PVT LTD  
CREATIVE PORTICO (INDIA) PVT. LTD.  
CREATIVE WINDOW FASHIONS  
CREWS MANUFACTURING, INC.  
CRISPIM ABREAU & CA. LDA  
CRISTY UK LTD  
CROSCILL HOME  
CROSCILL, INC.  
CROWN CRAFTS INFANT PRODUCTS  
CROWN CRAFTS INFANT PRODUCTS, INC.  
CROWN CRAFTS, INC.  
CSBS, INC.  
CSC DISTRIBUTION, INC.  
CURRIE TECHNOLOGIES  
CURTAIN & DRAPERY FASHIONS, INC.

CURTAIN CHIC  
CURTAIN COMPANY  
CURTRON CURTAINS, INC.  
CUSTOM COMFORT  
CWL DESIGNS, INC.  
CYNTHIA BOXRUD, MD  
D & D TEXTILES COMPANY  
D & T INDUSTRIES  
D. ANGELE DESIGN  
D2 DELTA BRANDS  
DAKOTA, INCORPORATED  
DALLAS PILLOW  
DAN RIVER, INC.  
DANTEKS DANTEL VE TUL ORME SAN TIC AS  
DANZAT  
DARGEZ TRADING HOUSE LTD.  
DATA-MAIL, INC.  
DAUNEN STEP s.p.a. - AG  
DAVID TEXTILES, INC.  
DAVID'S NOVELTIES, INC.  
D'DECOR HOME FABRICS PVT LTD  
DE CIE GMBH  
DEAN MILLER PRINTS, LLC  
DECOFLOOR INDIA  
DECORATIVE THINGS  
DECROTEX  
DEGIRMENCI GROUP  
DELL'S SUPPLY COMPANY, INC.  
DELTA GALIL INDUSTRIES LTD.  
DELTA TEXTILE EGYPT  
DELTEX B.V.  
DELUX DOMOTEX OU  
DELUXE FASHIONS LTD.  
DENIZA FINE BABY LINENS  
DENTAL DISCOUNT SUPPLY  
DENVER MATTRESS CO. LLC  
DESIGN - 45 EXPORTS PRIVATE PVT. LTD.  
DESIGN & SOURCE PRODUCTIONS, INC.  
DESIGN TEXTILES INTERNATIONAL USA, LLC  
DESIGN WORKS, INC.  
DESIGNERS GUILD  
DESIGNS BY RAJUL  
DEVTARA INDUSTRIES

DEWOOLFSON DOWN INTERNATIONAL, INC.  
DHANA SINGH ESTATES PVT LTD  
DIAMONA H. KOCH GMBH & CO  
DIAN AUSTIN COUTURE HOME  
DIANA'S COMFORTS  
DICKINSON GARMENT FACTORY LTD.  
DIMAS, S.A.  
DIRT WORX SCHMERE  
DISGUISE  
DOCOFIL-SOCIEDADE TEXTIL, LDA  
DOHLER, S.A.  
DOLLY, INC.  
DONATO MARTINELLI & C. s.n.c.  
DONNA ELLE INTERIOR DESIGN  
DONNA KARAN NEW YORK  
DORIA'S  
DOROTHY VALWORTH LLC.  
DOWN DECOR  
DOWN, ETC  
DOWN, INC.  
DOWN-LITE INTERNATIONAL  
DRAGONFLY CREATIONS  
DREAM BABY  
DREAMS DOWN  
DUNDEE DIRECT  
DUNHILL SPORTS  
DYKON A/S  
E&E CO, LTD (DBA JLA HOME)  
E.R. CARPENTER, L.P.  
E3 SOLUTIONS  
EA TEMP ACCT  
EADECO SDN BHD  
EAST ASIA TEXTILES LIMITED  
EAST INDIA CO.  
EASTERN ACCENTS, INC.  
EASTMAN EXPORTS  
EASY EXPRESSION PRODUCTS, INC.  
eazz wraps  
ECO DISPLAY NATURELES, S.A.  
EDDIE BAUER, INC.  
EDIZONE  
EDPA TEKSTIL  
EDPA USA, INC.

EHS KONFEKSIYON TEKSTIL URUNLERI SAN.TIC  
EL CORTE INGLES S.A.  
ELEMENTS EXPORTS PVT LTD  
ELITE FOAM, INC.  
ELITE GROUP MARKETING CORP.  
ELITE INTERNATIONAL PRIVATE LIMITED  
ELITE, INC.  
ELIZABETH ALLEN ATELIER  
ELIZABETH ARDEN INC.  
ELLERY HOMESTYLES, LLC  
ELLERY PRODUCTS MFG. COMPANY  
ELLISON 1st ASIA LLC  
ELRENE HOME FASHIONS  
EMBROTEX TOGAS S.A.  
ENCHANTE ACCESSORIES  
EPILADY 2000 LLC  
EPIS PRODUCTIONS DOMESTIC, INC.  
EQUA PRESSURE, LLC  
ERNEST ENTERPRISES  
ERO INDUSTRIES, INC.  
E-SEARIDER, LLC  
ESSATEX INDUSTRIES  
ESTAMBRES Y LANAS SA DE CV  
EVOSHIELD LLC  
EX-CELL HOME FASIONS (CHINA) LTD.  
EXCELLO PRODUCTS COMPANY  
EXTREME LINEN LLC  
EXXEL OUTDOORS  
EYSA CONFECCION S.L.  
EZ COMFORTS  
F. SCHUMACHER & COMPANY  
F.A.N. FRANKENSTOLZ GMBH  
F.F. INTERNATIONAL MFG. CORP.  
FABRI CLEAN SUPPLY  
FABRI CLEAN SUPPLY OF DALLAS, LTD.  
FABRI CLEAN SUPPLY OF HOUSTON  
FABRI CLEAN SUPPLY OF OKLAHOMA  
FABRICA DE COLCHAS S. DOMINGOS  
FABRICA DE TECIDOS MARIZE, LDA  
FABRICARE CHOICE DISTRIBUTORS GROUP,INC.  
FABULACE  
FAIRDEAL TEXTILES (PVT) LIMITED  
FAISAL FABRICS LIMITED

FARIBAULT WOOLEN MILL COMPANY  
FASHION ACCESSORIES  
FASHION ACCESSORY BAZAAR LLC  
FASHION CARE, INC.  
FASHION INDUSTRIES  
FATEH TEXTILE MILLS LTD.  
FATEH TEXTILE MILLS LTD.  
FAZE THREE LTD.  
FEDERATED LOGISTICS & OPERATIONS  
FERGUSON McKENNA SUPPLY, INC.  
FERNANDO, MACEDO & EUGENIO, LDA TEXTEIS  
FIBER PRODUCTS DIVISION  
FIBERTEX CORPORATION  
FIELDCREST CANNON, INC.(Pillowtex)  
FINLAYSON OY  
FINO LINO  
FLEECE BABY, LLC  
FLEECE NAVIDAD, LLC  
FLEXI-MAT CORPORATION  
FLOM'S  
FLORIBBEAN PROPERTIES  
FLORIDA LINEN OUTLET  
FOAMEX, INC  
FOGARTY (FILLED PRODUCTS) LTD  
FOLEY'S  
FORGIONE ASSOCIATES  
FORMAS Y COLORES  
FORTE SRL-CECCHI & CECCHI  
FOSTER-STEPHENS, INC.  
FRANCE FERRI & COMPANY  
FRANCISCO VAZ DA COSTA MARQUES  
FRANCO MANUFACTURING CO., INC.  
FRANKLIN PLASTIC PRODUCTS, INC.  
FREEMAN CO.  
FRETTE SRL  
FRIEDKNIT CREATIONS  
FRIEDMAN SUPPLY  
FRIEDOLA GEBR. HOLZAPFEL GMBH  
FRUIT OF THE LOOM  
FULLER SUPPLY COMPANY, INC.  
FULTEKS TEKSTIL SANAYI TIC.LT STI  
FUNTASIA TOO, INC.  
FUTURE FOAM, INC.

FUTURE PRODUCTS INC.  
FYDACTTEX  
G.M. MILLS PVT LTD  
GABRIEL SCIENTIFIC LTD  
GANITEX  
GAP PAZARLAMA FZE  
GARICH ASSOCIATES, INC.  
GARLAND CARPET & RUG  
GARLAND SUPPLY COMPANY  
GARNIER-THIEBAUT INC.  
GASPARINI LAMMFELL  
GAURAV INTERNATIONAL  
GDR HOME FASHIONS PVT LTD  
GEBR. SANDERS GMBH & CO. KG  
GEL BEDS  
GENEL TEKSTIL  
GEORGE ROEHR COMPANY  
GEORGIA SUPPLY INC.  
GEORGIA TUFTERS, LLC  
GERBER CHILDRENSWEAR, INC.  
GHCL LTD  
GISELA PFITZNER  
GIUSEPPE BELLORA SRL  
GLENN JEAN, MFG.  
GLENOIT FABRICS (HG) CORPORATION  
GLOBAL SALVAGE DISTRIBUTORS  
GLOBALMODA TEKSTIL SAN. VE LTD. STI  
GLOBALTEX LLC, DBA BATES OF MAINE  
GLOBALTEX, LLC/BATES OF MAINE  
GMA ACCESSORIES, INC.  
GO BABY, LLC  
GO SMILE  
GOLD, INC.  
GOLDIE HOME  
GOODNIGHT ROOM, INC.  
GOTCHA COVERED  
GRAHAM KRACKER  
GRASSI ASSOCIATES, INC.  
GREAT LAKES BAG & VINYL CORP.  
GRETHAMANIA, INC.  
GRIPTEX INDUSTRIES  
GTRIPLEDOT, INC.  
GTT INTERNATIONAL, INC.

GUILFORD MILLS, INC.  
GUL AHMED TEXTILE MILLS LTD.  
GURUNLULER TEKSTIL SAN. TIC. A.S.  
GUS COMFORTERS  
GUSTAV MAXWELL & COMPANY  
GW PRODUCT WHOLESALE GROUP  
H&M HENNES & MAURITZ AB  
H.H. COLEMAN COMPANY  
H.N.S. SUPPLY COMPANY  
HADDAD BROTHERS, INC.  
HALEKULANI CORPORATION  
HAMCO  
HAMPTON INDUSTRIES, INC.  
HANALEI HOME  
HANALEL HOME  
HANDFAB A LIVING  
HANDICRAFT COLLECTIONS PVT. LTD.  
HANGERS CLEANERS  
HANGZHOU WANXIANG DOWN PRODUCTS CO LTD.  
HANNAH ADAMS-SCOTT, INC.  
HANS KRUCHEN DOWN DESIGN  
HANUNG TOYS (INDIA) LIMITED  
HARBOR LINEN  
HARBORTOWN DIVISION/IBR CORPORATION  
HARPUT TEKSTIL SAN.VE.TIC.LTD.STI.  
HARTMANN LUGGAGE  
HARVEST RICH LTD  
HARYANA, INDIA  
HAUTE HOME  
HAYS (PVT) LTD.  
HAYWIN TEXTILE PRODUCTS  
HEALER PRODUCTS  
HECHT'S DEPARTMENT STORES  
HECKING USA, INC.  
HEDAYA LINENS  
HEFEL TEXTIL GMBH  
HEITEX HEFEL GMBH  
HELMAC PRODUCTS CORPORATION  
HEMCO, INC.  
HENSON SLEEP RELIEF, INC.  
HERITAGE HILL FASHIONS  
HERITAGE INDIA EXPORTS PVT. LTD  
HERMANN BIEDERLACK GMBH & CO.

HERSON SUPPLY  
HIJOS DE J. BASSOLS S.L.  
HILLCREST INTERNATIONAL, INC.  
HIMATSINGKA AMERICA, INC.  
HI-TECH APPAREL CO., LTD.  
HOFFMAN MILLS, INC.  
HOLLANDER HOME FASHIONS  
HOLLANDER SLEEP PROCDUTS CANADA LTD  
HOLLANDER SLEEP PRODUCTS LLC  
HOLOMA INC.  
HOME FASHION DISTRIBUTOR  
HOME FASHIONS INTERNATIONAL, LTD.  
HOME STORE-KAZAKISTAN  
HOME TREASURES, INC.  
HOMECARE TEXTILES  
HOMECOVERS S.L.  
HOMECOVERS, INC.  
HOMECREST, INC.  
HOMELINE  
HOMEMAKER INDUSTRIES, INC.  
HOMESTEAD FABRICS, INC.  
HOMETEX DESIGN, INC.  
HOMTEX, INC.  
HORIZON PACKAGING, INC.  
HORLANDER ENTERPRIZE  
HOTELS AT HOME  
HOUMAR INTERNATIONAL LTD.  
HSF LLC  
HUA AN ENTERPRISE (NY) INC.  
HUDSON INDUSTRIES, INC.  
HUG ME JOEY INFANT & CHILD PRODUCTS  
HYBLER TEXTIL  
I. ZOURAS - N. SOURNOPOULOS CURTAIN IND.  
I.T.C. INDUSTRIES LIMITED  
IBENA TEXTILEWERKE GMBH  
ICUP INC.  
IDEA NUOVA INC.  
IDEAL CHEMICAL & SUPPLY COMPANY  
IDEAL DIS TICARET LTD  
IDEAL SOAP & CHEMICAL COMPANY  
IHF, INC.  
IL BIMBO S.A.S.  
IMPACT HOME S.A.R.L.

IN THE CLOSET  
INCALPACA TPX S.A.  
INDEPENDENT FURNITURE SUPPLY CO. INC.  
INDEPENDENT GOLF RESEARCH CORPORATION  
INDIA INK - BATH DIVISION  
INDOCOUNT INDUSTRIES LTD.  
INDUSTRIAL EQUIPMENT & SUPPLIES  
INDUSTRIAS EVERFIT, S.A.  
INDUSTRIAS SUN RISE  
INFANT CREATIONS  
INFANT CREATIONS, INC.  
INFANTINO, INC.  
INFO RETAIL INC.  
INNIES  
INNOCOR, INC.  
INNOVATIVE MARKETING SERVICES, INC.  
INNOVATIVE PACKAGING GROUP, INC.  
INTERLACE CURTAIN MFG.,INC  
INTEX DISTRIBUTING COMPANY, INC.  
IRWIN MFG. CORPORATION  
ISLAND BIAS & QUILTING  
IT'S A WRAP!  
IXTACCIHUATL, S.A. DE C.V.  
IZMIR PAMUK MENSUCAT TURK A.S.  
J & S RUG COMPANY, INC.  
J M CREATIVE SOLUTIONS  
J&J INSTRUMENTS, INC.  
J. LAMB, INC.  
J. PEREIRA FERNANDES, S.A.  
J. RANDALL DESIGNS  
J. VINCENTE JR BABY COMFORTS  
J.B.MARTIN COMPANY  
J.C. PENNEY  
J.C. PENNEY CATALOG  
J.S. FIBER COMPANY, INC.  
JACKSON GARMENTS IMPORT, INC.  
JADE INDUSTRIES, INC.  
JAMESTOWN MATTRESS COMPANY, INC.  
JARDEN CONSUMER SOLUTIONS  
JAY FRANCO & SONS, INC.  
JEFFREY FABRICS, INC.  
JENNIFER ADAMS HOME LLC  
JENNIFER CONVY INC.

JING MIH TEXTILE CO., LTD.  
JKG ENTERPRISES  
JLA HOME  
JOHN COTTON EUROPE Sp.Z.o.o.  
JOHN MATOUK & COMPANY, INC.  
JOHNSTON INDUSTRIES, INC.  
JOUTSEN FINLAND OY  
JUDI'S ORIGINALS  
JULES CHARYSSE NV  
JUNAMAN, LDA  
KA & F GROUP LLC  
KABADI SHANKARSA & CO.  
KADRI MILLS (CBE) LTD.  
KALAKRITI  
KALTEX-HOME, S.A. DE C.V.  
KAM INTERNATIONAL  
KAMAL TEXTILE MILLS  
KAMYK DAUNEN S.R.O.  
KANGURO TEXTIL, S.A. DE C.V.  
KANODIA GLOBAL PVT. LTD.  
KAPLAN EARLY LEARNING COMPANY  
KARDAR INDUSTRIES  
KARL SCHUMACHAR  
KARTRI SALES COMPANY, INC.  
KARUR GOLDLINE EXPORTS PVT LTD  
KATZSON BROTHERS, INC.  
KAY EQUIPMENT & SUPPLY COMPANY, INC.  
KAYFOAM WOOLFSON  
KEEPME PROMOTIONS  
KENT H. LANDSBERG BUSINESS CENTER  
KENT LANDSBERG COMPANY  
KEVIN YE  
KG DENIM LIMITED  
KH PLUSH CO., LTD.  
KHOLAFAA SAMIR NAGA  
KIDS BASIC  
KIKI MINKY  
KIMBERLY - CLARK EUROPE LTD  
KIMBERLY-CLARK CORP.  
KIMLOR MILLS  
KINGSDOWN, INC.  
KITAN TEXTILE INDUSTRIES LTD  
KIVA DESIGNS, INC.

KNJ INTERNATIONAL CORPORATION  
KOHINOOR MILLS LTD  
KOHINOOR TEXTILE MILLS LTD.  
KOHLS  
KOMRO SUPPLY CO.  
KORTEKS MENSUCAT SANAYI TIC A.S.  
KORTEKS MUNSUCAT SAN VE TIC AS  
KOVER  
KOZY PRODUCTS  
KRIEG CLIMBING  
KRISHAN FURNISHINGS  
KRISTEN BALK TEXTIL GMBH  
KUCUKCALIK TEKSTIL SANAYI TIC A.S.  
KUCUKCALIK TEKSTIL SANVETIC AS BRODE SUB ELIF HOSCANLI  
KUCUKER TEKSTIL AS  
KUSHIES BABY  
KYRIAKOS LIMNEOS S.A.  
L COLLECTION, INC.  
L. DAVIS TEXTILES (1991) INC.  
L.A. BABY  
L.KEE & CO., INC.  
L.S.MILL LIMITED  
LA SIGNORIA DI FIRENZE SRL.  
LA SUIZA S.A.  
LADY ESTER LINGERIE CORPORATION  
LAMBS & IVY, INC.  
LAMEIRHNO  
LANDS' END, INC.  
LANE VENTURE  
LARRY ANVIVINO  
LASARRE TRADING LIMITED  
LATEX FOAM INTERNATIONAL LLC  
LAUNDRY & CLEANERS SUPPLY, INC.  
LAUNDRY BAG SUPPLY  
LAUN-DRY SUPPLY COMPANY, INC.  
LAURA ASHLEY, INC.  
LAWRENCE HOME FASHIONS, INC.  
LBC CANADA, INC.  
LEACHCO, INC.  
LEADING LADY COMPANIES  
LEATHER-RICH, INC.  
LEES CURTAIN COMPANY  
LEGACY HOME

LEGGETT & PLATT INC.  
LEN SPOLKA AKCYJNA  
LENO TEKSTIL  
LEONTINE LINENS, LTD  
LES PRODUCTIONS RANGER, INC.  
LEVINSOHN TEXTILE CO., INC.  
LIBERTY MILLS LIMITED  
LIBRA LEATHER, INC.  
LIEBHARDT MILLS, INC.  
LIGHTHOUSE AMENITIES LLC  
L'IL BUGGER LTD.  
LINCOLN TEXTILE PRODUCTS, INC.  
LINDQUIST, INC.  
LINDY HOP DESIGNS  
LINENS N THINGS  
LIPKE-KENTEX CORPORATION  
LIZ AND ROO  
LOCUST, INC.  
LODGING CONCEPTS, INC.  
LODIS ACCESSORIES, INC.  
LODZIA ROTEX APPAREL  
LONDON BRIDGE LINENS  
LONDON FOG INDUSTRIES/PACIFIC TRAIL  
LONDON LUXURY  
LORO LINO  
LORRAINE HOME FASHIONS  
LOU PRIESTER, JR.  
LOUIS HORNICK & COMPANY, INC.  
LOUISA BAAR DESIGN  
LOUISE GRAY  
LUCKY TEXTILE MILLS  
LUZMONTE 2 TEXTEIS SA  
LZMIR PAMUK MENSUCAT TURK A.S.  
M. G. ENTERPRISES  
M.K. SONS PVT LTD.  
M.N. TEXTILES (PVT) LTD  
M/S AMTEX (PVT) LTD.  
M/S HARTEX EXPORTS PVT. LTD.  
M/S SPANK MARKETING & SERVICES(P) LTD  
M/S SRISHANMUGAVEL MILLS (P) LTD  
M/S VTX INDUSTRIES LIMITED  
M/S. ALPS INDUSTRIES LTD.  
MABA TEKSTIL

MAC CARPET USA  
MACHADO CARNEIRO & LOBOS  
MACROMAX INTERNATIONAL CORP.  
MADISON INDUSTRIES  
MADISON INDUSTRIES, INC.  
MAHAJAN OVERSEAS PVT. LTD.  
MAINE HERITAGE WEAVERS  
MAISONETTE  
MAITE DESIGNS  
MALDEN MILLS INDUSTRIES, INC.  
MAMADOO, INC.  
MANAMA TEXTILE MILLS  
MANFRED ECKARDT GMBH & CO. KG  
MANHATTAN KIDS LLC  
MANOHAR PROCESSORS PVT LTD.  
MANTEROL, S.A.  
MANUAL WOODWORKERS & WEAVERS  
Manufacturas Kaltex SA de CV  
MAPLES INDUSTRIES, INC.  
MARINI & MANCI DENTISTRY  
MARKSON ROSENTHAL & COMPANY  
MARTEKS  
MARTUS, LLC  
MARYJANESFARM  
MASCIONI SPA  
MASTER CRAFT MANUFACTURING  
MASTERWEAVE, INC.  
MATERIALS FOR PACKAGING  
MATT MCGARRY  
MATTEO, LLC  
MATTRESS SAFE INC.  
MATTRESS WAREHOUSE  
MAXENE HART HOMES  
MAYTEX MILLS/TOBIN HF  
MED-GUARD, LLC  
MEDIFLOW, INC.  
MEDSALVINA  
MEDSLANT  
MEIWA AMERICA CORPORATION  
MELISSA ANNE DESIGNS  
MENDERES TEKSTIL SANAYI VE TICARET A.S.  
MENEKSE TEKSTIL SAN VE TIC LTD.  
MERVYN'S

MGS GOVINDARAJULU CHETTIAR & SONS  
MIA ENTERPRISES  
MICELI DRAPERY COMPANY  
MIDDLEBURG THREAD & SEWING SUPPLY  
MILANO INTERNATIONAL PVT. LTD.  
MILLENIUM LINENS (P) LIMITED  
MILLENNIUM INTERNATIONAL TEXTILES,INC.  
MILLER BAG COMPANY  
MILLER CURTAIN CO., INC.  
MILLER INDUSTRIES, INC.  
MILLI TEXTILES (PVT) LTD.  
MINDA SUPPLY COMPANY  
MIRABELLE INTERNATIONAL  
MIRABELLO CARRARA S.p.A  
MIRABELLO MILANO  
MISCELLANEOUS CASH DEP.  
MITTAL INTERNATIONAL  
MIVAR-VIVA AS  
MOBILE SOLVENT & SUPPLY, INC.  
MODAGRAFICS, INC.  
MODELAMA EXPORTS LTD  
MOHAMMAD FAROOQ TEXTILE MILLS LTD  
MOHAWK INDUSTRIES, INC.  
MOHAWK RUG & TEXTILES  
MOMBASA BED CANOPIES  
MONAGHAN CORPORATION - IOWA  
MONTEREY MILLS, INC.  
MORRIS & ECKLES  
MORWHITE, INC.  
MOUNT FUJI TEXTILE LIMITED  
MOUNT VERNON MILLS, INC.  
MPI COLDWATER  
MRIDUL ENTERPRISES  
MSC-TEXTILES (PVT) LTD  
MTL MARKETING GROUP LIMITED  
MUSTAQIM DYEING & PRINTING IND.PVT.LTD.  
MY COMFORT, LLC  
MY DRYCLEANING SUPPLIES, INC.  
MY HOME COLLECTIONS PVT LTD  
MY THREE BEANS  
MYTEX  
N VISION MARKETING  
N.S. FARRINGTON & CO.

N.V. WEVERIJ CLARYSSE  
NARAYAN INTERNATIONAL  
NATCO PRODUCTS CORP.  
NATIONAL SUPPLY  
NATORI  
NATRAJ HOME FURNISHINGS  
NATURA WORLD, INC.  
NATURAL FEATHER & TEXTILES  
NATURAL TEXTILE GROUP  
NAUTICA/VF SPORTSWEAR, INC.  
NEEDLEPOINTE TEXTILE PRODUCTS PVT  
NEIMAN MARCUS  
NEIMAN MARCUS DIRECT  
NEIMAN MARCUS DISTRIBUTION CENTER  
NEMCOR, INC.  
NESA TEKSTIL  
NESCHEN AMERICAS  
NEW BLEACH WORKS  
NEW CONCEPTS (SAMMAN INC.)  
NEW LOOK TEXTILES (PVT) LTD  
NEWORLD, INC.  
NEWPORT-LAYTON HOME FASHIONS  
NEWSUN PRODUCTIONS  
NG BABY AB  
NIKEY INTERNACIONAL  
NILE LINEN GROUP  
NIMRA TEXTILES (PVT) LTD  
NINA INDUSTRIES, LTD  
NINGBO VEKEN GROUP CO., LTD.  
NIPKOW AND KOBELT INC.  
NISAR TEXTILES CORPORATION  
NISHAT CHUNIAN LTD.  
NISHAT MILLS LIMITED  
NOEL JOANNA, INC.  
NOM DE PLUME  
NOOR FATIMA FABRICS (PVT) LTD  
NORDIC FORM AB  
NORFOLK FEATHER COMPANY LTD  
NORTH AMERICAN HERITAGE BRANDS  
NORTH GEORGIA TEXTILE  
NORTH SHORE INDUSTRIES  
NORTHERN FEATHER CANADA, LTD.  
NORTHWAY TEXTILE INC.

NORTHWEST LAMINATING  
NORTON SUPPLY COMPANY  
NOSTALGIA HOME FASHIONS  
NOUKI RASSAMOUNPRY  
NOURISON INDUSTRIES, INC.  
NOVEL ART, INC.  
NUGGET COMFORT COMPANY  
NUVIANCES, S.L.  
NU-WAY PRODUCTS COMPANY  
OBB GMBH  
ODEJA D.O.O.  
ODENWAELDER BABYNEST GMBH  
ODIN TEXTIL, S.A. DE C.V.  
OFFIS TEXTILE LTD.  
OILO STUDIO  
OKTAVA LTD  
OM OVERSEAS  
OM SAKK (INDIA) INDUSTRIES LTD.  
OMIX-ADA, INC.  
ORAMA 21st CENTURY SA  
ORIENT CRAFT LIMITED  
ORIENT INTERNATIONAL ENTERPRISE LTD.  
ORIENT TEXTILE MILLS LTD  
OROFIN TURIZM DIS TICARET LTD  
OSTROW INTERNATIONAL, LTD.  
OU LANATEX  
OWEN MANUFACTURING COMPANY  
OZARK MOUNTAIN KIDS  
OZCELIKLER TEKSTIL TIC. VE SAN. A.S.  
OZDILEK TEKSTIL AS  
P. KAUFMANN/H.K. FABRICS  
P.T. LESTARI SANTIKA GARMENT  
P.T.TYFOUNTEX INDONESIA  
PAC FUNG INTERNATIONAL LTD.  
PACIFIC CANASIA DIRECTION  
PACIFIC COAST FEATHER COMPANY  
PACIFIC DESIGNS, INC.  
PACIFIC SUPPLY, INC.  
PACKAGE SUPPLY & DESIGN LLC  
PACKAGE SUPPLY CORPORATION  
PALIWAL GDR HOMESTYLES PVT. LTD.  
PAMBEE, INC.  
PANDISCIO, CO.

PANNON-FLAX GYOR LINEN WEAVING CORP.  
PAPILLON LINENS  
PARADIES GMBH  
PARAMOUNT IMPEX PVT. LTD.  
PARAMOUNT SPINNING MILLS LIMITED  
PARK B. SMITH LTD.  
PARK TEKSTIL SAN.VE TIC.A.S.  
PARRY MURRAY  
PARTNERS IN TEXTILE INNOVATIONS  
PASUPATI FABRICS LIMITED  
PATRICIA ANN DESIGNS, LLC  
PAVILION PRODUCTS, INC.  
PCP GROUP LLC  
PDK WORLDWIDE ENTERPRISES, INC.  
PEE AAA IMPEX  
PEE-VEE IMPORT OY  
PEGASUS TRADING CORPORATION  
PEKING HANDICRAFTS, INC.  
PEM-AMERICA, INC.  
PENALBA SOLER SA  
PENDLETON WOOLEN MILLS, INC.  
PENTHOUSE INDUSTRIES  
PERFECT FIT INDUSTRIES  
PERFECT FIT INDUSTRIES LLC  
PERFECT FIT, INC.  
PERFORMANCE ASSEMBLY, INC.  
PERISCOPE CADMUS  
PERRY/FULD DESIGN & MFG., INC.  
PERTEKS TEKSTIL URUNLERI VE SANAYI TIC  
PET GOODS MFG. & IMPORTS  
PETIT BOUDOIR  
PFIFF-REITSPORT  
PHANTEON SP Z O.O.  
PHASE II PRODUCTS, INC.  
PHASE II PRODUCTS, INC.  
PHENIX SUPPLY COLUMBIA  
PHENIX SUPPLY COMPANY  
PHENIX SUPPLY, INC.  
PHOENIX DOWN CORPORATION  
PIEDMONT HOME TEXTILE CORP.  
PIEDMONT PAPER COMPANY, INC.  
PILLOWFLEX, INC.  
PILLOWTEX CORPORATION

PILZER BROTHERS  
PINE BELT MENTAL HEALTHCARE RESOURCES  
PINE CREEK BEDDING COMPANY  
PIOREX S.A.  
PITTMAN PILLOW PRODUCTS, LLC  
PIXEL MODERN PIECES  
PLATINO INTERNACIONAL, S.A. DE C.V.  
PLATINUM CREATIONS PVT.LTD.  
PLAY  
PLAY TRU RAIN  
PLAYTEX MANUFACTURING, INC.  
PPH POLDAUN SP.ZO.O  
PRECISION FABRICS GROUP, INC.  
PREM TEXTILES INTERNATIONAL  
PREMIER FINE LINENS PVT LTD.  
PREMIER QUILTING CORPORATION  
PRESTIGE HOME TEXTILES  
PROGRESSIVE PACKAGING, INC.  
PROGRESSIVE PRODUCTS, INC.  
PRO-LAB, INC.  
PROTELA S.A.  
PT DAYANI GARMENT INDONESIA  
PVH UNDERWEAR  
QINGDAO ZHIDA  
QUALITY FABRICATORS, INC.  
QUALITY FIBER  
QUALITY FOAM & FIBER  
QUILT GALLERY  
QUILTCRAFT INDUSTRIES, INC.  
QUILTEX, S.A. DE C.V.  
QUILTS OF DENMARK A/S  
QUITMAN MANUFACTURING CO., INC.  
QUORUM ALLERGY PRODUCTS  
R&M INDUSTRIES, INC.  
R&R MFG. COMPANY, INC.  
R.L. MEDIA/VALUE VISION  
R.V. DAVIES, INC.  
RADICI BELOTEX GMBH  
RAGA DESIGNS  
RAGHUBIR EXPORTS PRIVATE LIMITED  
RAIN OR SHINE KIDS  
RALPH LAUREN HOME COLLECTION, INC.  
RAMA CRAFTS PRIVATE LIMITED

RAMALLAH, INC.  
RASILAN  
RATERIA EXPORTS  
RAVE FABRICARE, INC.  
RAYMOND WAITES DESIGN, INC.  
RECTICEL B.V.  
REGAL HOME COLLECTION  
REGENCY HOME FASHIONS, INC.  
RENAISSANCE CORPORATION  
RENE' HUBER DESIGN  
RENOVERA MEDICAL LLC  
RESOURCE XCHANGE, LLC  
RESTORATION HARDWARE  
RETIGRITTI S.P.A.  
REVERT  
REVMAN INTERNATIONAL INC.  
RHODES TEXTILES, INC.  
RICARDO TRADING LLC  
RICE MILLS, INC.  
RICHCLEAN  
RICHLOOM HOME FASHIONS  
RIDDLE & COMPANY  
RIGHTCHOICE EXPORTS  
RIVERSIDE UNIFORM RENTALS, INC.  
RIVIERA HOME FURNISHINGS PRIVATE LTD  
RJW COALS, INC.  
ROBIN RUGS  
ROBINSONS-MAY  
ROCKLAND INDUSTRIES, INC.  
ROOPI CROWLEY  
ROSALYN SMITH DESIGNS, INC.  
ROSE E DEE INTERNATIONAL LIMITED  
ROSE TREE  
ROSENBERG SUPPLY CO., INC.  
ROYAL ALLIANCE, INC.  
ROYAL HERITAGE HOME, LLC  
ROYAL HERITAGE LLC dba NATIONAL ALLERGY  
ROYAL SOFT, S.A. DE C.V.  
ROYALE LINENS, INC.  
RUCKEL MANUFACTURING CO.  
RUSSELL CORPORATION  
S&F PROMOTION  
S. LICHTENBERG & CO., INC.

S.C. RUMP & SOHN S.R.L.  
S.C.SUPERTEX S.R.L.  
S.C.TEXTILES DBA AFFILIATED SERVICES GRP  
S.I. JACOBSON MFG. CO.  
SADAQAT LIMITED  
SAFAH INTERNATIONAL INC.  
SAJID TEXTILE INDUSTRIES LTD.  
SALISBURY MFG., INC.  
SALTEKS ORME SANAYI TIC. A.S.  
SAM SALEM & SON  
SAN FRANCISCO HOME TEXTILES, LLC  
SAN FRANCISCO KNITWORKS, INC.  
SANDLER BROTHERS  
SANDY FOR HOME FURNISHING & GARMENTS CO.  
SANIDOWN  
SANTONJA S.A.  
SAPPHIRE TEXTILE MILLS LTD.  
SARAH WILDASIN  
SARITA HANDA EXPORTS  
SAS LIVING CORPORATION  
SASSAFRAS ENTERPRISES, INC.  
SATORRE, S.A.  
SATURDAY KNIGHT LTD.  
SB SUPPLY, INC.  
SCENT-SATION, INC.  
SCHWARZ  
SCOTLAND NECK INDUSTRIES  
SCRANTON LACE COMPANY  
SCURTZ, INC.  
SEARA INDUSTRIAL LIMITED  
SEARS ROEBUCK  
SEBAT AS  
SECOND CHANCE LTD.  
SERVIFIOS-IMPORT&EXPORT OF TEXTILES S.A.  
SESLI TEKSTIL SAN. TIC. A.S.  
SETH KUMAR RAI INTERNATIONAL  
SEVENTH HEAVEN  
SFERRA FINE LINENS, LLC  
SHAHRAJ FABRICS (PVT) LTD.  
SHAMIANA, INC.  
SHANGHAI CATHAYA INTL. TRADING CO.  
SHANGHAI DONG LONG FEATHER MANUFACTURE  
SHANGHAI EAST BEST ARTS & CRAFTS CO.LTD.

SHANGHAI SUNWIN INT'L TRADING CO, LTD.  
SHARADHA TERRY PRODUCTS LIMITED  
SHAVEL HOME PRODUCTS  
SHAW INDUSTRIES, INC.  
SHEEX, INC.  
SHEFTEX, INC.  
SHELVES-TO-GO  
SHERIDAN U.S.  
SHRI LAKSHMI COTSYN LIMITED  
SIAM CLOTHING SUPPLIER CO., LTD.  
SILK STORY  
SILVER TEXTILE FACTORY  
SIMPLE BLESSINGS, INC.  
SINOMAX USA  
SITARA TEXTILE IND.LTD.  
SIYARAM EXPORTS  
SKIN SCIENCE LABS, INC.  
SKU, INC.  
SLEEP & BEYOND  
SLEEP INNOVATIONS  
SLEEP INNOVATIONS, INC  
SLEEPWELL KAUFFMANN GMBH  
SLEEPY WILLOW  
SLURP & BURP  
SMITH DRAPERIES, INC.  
SNUG FLEECE WOOLENS  
SNUGGLEDOWN OF NORWAY (UK) LTD.  
SOCIETY HILL TEXTILE  
SOFLINE HOME FASHIONS  
SOFT TEX PILLOWS, INC.  
SOFT-TEX MFG. CO.  
SOLOG BEER SHEVA  
SOLUTIONS IN SLEEP, LLC  
SONMEZ TEKSTIL TICARET VE SANAYI A.S.  
SONOMA GRAPHICS  
SOTAVE-SOC.TEXTIL DOS AMIEIRAS VERDES SA  
SOUTHERN COUNTRY  
SOUTHWEST LAUNDRY & CLEANING SUPPLY, INC  
SOVEREIGN SALES LLC  
SPAN-AMERICA MEDICAL SYSTEMS  
SPANK MARKETING & SERVICES(P) LTD.  
SPARTAN MILLS  
SPECIALTY SEWING, INC.

SPENCER INDUSTRIES  
SPESSARTTRAUM GMBH & CO.  
SPINEL EXPORTS PVT LTD  
SPINGMAID WAMSUTTA #850170  
SPRINGDALE ELEMENTARY PTO  
SPRINGMAID WAMSUTTA  
SPRINGS CANADA INC.  
SPRINGS GLOBAL U.S.,INC.  
SPRINGS INDUSTRIES, INC.  
ST. GENEVE FINE BEDLINENS  
St. GEORGE'S WAREHOUSE  
ST. PAUL HOTEL  
STADHAM CORPORATION OF MARYLAND  
STAMAR PACKAGING MEMPHIS LLC  
STAR-NYL PAPER & TAPE COMPANY  
STELLAR ALLIANCE  
STERLING ANABELLA  
STRY LENKOFF CO.  
SUGAR'S BABIES LLC  
SUMERSAULT LTD.  
SUN CHEMICAL  
SUN STATE SUPPLY, INC.  
SUNHAM HOME FASHIONS, LLC  
SUNLORD APPARELS MFG CO PVT. LTD  
SUNRISE TEXTILE, INC.  
SUNSET LABORATORY INC.  
SURREAL EYEWEAR  
SUSAN TURNER BABY  
SVM INC.  
SWAMPSHINE  
SWEET DREAMS INC.  
SWEET FEET  
SYMS CORPORATION  
SYNERGY FABRICS PVT LTD  
SYNERGY, INC.  
SYNTHESIS HOME TEXTILES PVT LTD  
T.U.W.TEXTILE CO., LTD  
TABNICK TEXTILE  
TAILOR EXPRESS  
TAMIL NADU, INDIA  
TANRIVERDI MENSUCAT SAN. A.S.  
TARA DESIGNS (PHILS), INC.  
TARGET CORPORATION

TAURUS EXPORTS INT.  
TAYTEKS INSAAT TEKSTIL SANAYI TIC  
TCI-EMBALAGEM, LDA  
TECKWIN INTERNATIONAL  
TECTONIC CAPITAL, INC.  
TEFEN TEXTILES INDUSTRIES, LTD.  
TEFEN TEXTILES INDUSTRIES, LTD.  
TEJIDOS J.V.R. s.l.  
TEJIDOS Y ACABADOS MYM ASOCIAD,SA DE CV  
TEKA FINE LINE BRUSHES, INC.  
TEKA TEC. KUEHNRIK S.A.  
TESSITURA TOSCANA TELERIE S.R.L.  
TEX STYLE, LLC  
TEX STYLES, INC.  
TEX TRADING KOLL STI.  
TEX. ATHENEA S.L.  
TEXAS FIBERS  
TEXCELLENCE OVERSEAS  
TEXTEIS COLMACO LDA  
TEXTEIS D.A. - DOMINGOS ALMEIDA, S.A.  
TEXTEIS MASSAL LDA  
TEXTEIS MOINHOS VELHOS, LDA  
TEXTEIS PENEDO, S.A.  
TEXTIL ECUADOR  
TEXTIL MACAL, S.A.  
TEXTIL MACAL-DE MANUEL CARVALHO DE ALMEIT  
TEXTILE ABSORBENT PRODUCTS COMPANY  
TEXTILE SCENTS, INC.  
TEXTILE UNION MONOLIT  
TEXTRADE INTERNATIONAL PVT. LTD.  
THE ARLEE GROUP  
THE BACOVA GUILD, LTD.  
THE BIBB COMPANY  
THE CABIN SHOP  
THE COLEMAN COMPANY, INC.  
THE CREATIVE TEXTURE  
THE CRESCENT TEXTILE MILLS LTD  
THE CURTAIN COMPANY, INC.  
THE CURTAIN SHOP  
THE DUVET AND PILLOW COMPANY  
THE E.J. THOMAS COMPANY  
THE FLAX ART SUPPLY CORPORATION  
THE HOUSE OF LAJAT S.A. DE C.V.

THE ISLANDER GROUP, INC.  
THE KOKO COMPANY  
THE LAUNDRESS  
THE LIMITED C/O DIVERSIFIED DIST. SYS.  
THE M & L SUPPLY COMPANY  
THE MINNESOTA CHEMICAL CO.  
THE ORIGINAL MATTRESS FACTORY  
THE PARADIES SHOPS, INC.  
THE POSITIVE VIBE MOVEMENT  
THE PRODUCT FACTORY, INC.  
THE RAJLAKSHMI COTTON MILLS PVT LTD  
THE ROBERT ALLEN GROUP  
THE ROBEWORKS, INC.  
THE RUG BARN  
THE SILK TRADING CO., INC.  
THE SPORTS TEAM  
THE VINEYARD  
THERMOSOFT INTERNATIONAL  
THOMASTON MILLS, INC.  
THOMASVILLE HOME FASHIONS  
THOMASVILLE UPHOLSTERY, INC.  
TICKLE TOES  
TIEKE PACKAGING b.v.  
TIGERTAIL PRODUCTIONS  
TIPPING POINT ENTERPRISES LLC  
TIRE FORCE  
TISA, INC.  
TM ESSENTIALS NORTH AMERICA b.v.  
TNT PRIMARY SCHOOL  
TODDLER CODDLER/THE DUNK GROUP LLC  
TOGAS SA  
TOGAS SA  
TOKLAT ORIGINALS, INC.  
TOM KOENIG  
TOMMY HILFIGER  
TOMMY HILFIGER CANADA, INC.  
TOMMY HILFINGER  
TOOM TEKSTIIL AS  
TOYS 'R US  
TRADE AM INTERNATIONAL  
TRADE LINKER INTERNATIONAL, INC.  
TRADELINENS LTD  
TRANSCO DISTRIBUTION

TRAUMINA GMBH  
TRENDSETTER HOME FURNISHING  
TRENZ SHIRT COMPANY  
TRI SUPPLY COMPANY  
TRIBORO QUILT MANUFACTURING  
TRICELA EMPRESA TEXTIL, LDA  
TRIDENT BUYING HOUSE  
TRI-STATE SUPPLY COMPANY, INC.  
TRI-SUPPLY COMPANY  
TRIZIN GROUP LLC  
TRUMPS TRADING CO. LTD  
TSCHOPP SUPPLY CO., INC.  
TUL TEKSTIL SAN VE TIC LTD STI  
TWEEL HOME FURNISHINGS  
TWIN FACTORY  
ULTIMA HOME FASHIONS  
ULTIMATE ICE WRAPS INC.  
ULUSOY TEKSTIL A.S.  
UNDER COVER, INC.  
UNIDOS MANUFACTURING, INC.  
UNIKULMA OY  
UNIQUE MANUFACTURING  
UNITED CLEANERS SUPPLY, INC.  
UNITED COMFORT INDUSTRIES B.V.  
UNITED DISTRIBUTORS  
UNITED FABRICARE SUPPLY, INC.  
UNITED FEATHER & DOWN, INC.  
UNITY BAGS, INC.  
UNIVISIO OY  
USA CLEAN - LEVIN  
USA CLEAN, LLC  
UTI INDUSTRIES (PVT) LTD  
V&S INTERNATIONAL PVT LTD  
V.T.IMPEX  
VALIANT GLASS WORK P LIMITED  
VAN DILLEN ASIATEX GMBH  
VANTAGE INDUSTRIES, INC.  
VARIETY WHOLESALERS, INC.  
VENTURE TRADING, SA DE CV  
VERATEX, INC.  
VERO TRAN, INC.  
VERSAI  
VFLAPS

VICI INTERNATIONAL  
VICTORIA CLASSICS USA  
VIGNOLA HOSPITALITY RESOURCES INT'L.  
VIJAYESWARI TEXTILES LTD.  
VIKING COOKING SCHOOL  
VILLAFELPOS-COMERCIO E INDUSTRIA TEXTIL  
VINTAGE BEDDING, INC.  
VOHANN, DIV. OF DONISA, INC.  
VON HEMERT INTERIORS, INC.  
VRIJESH CORP.  
VRINDAVAN OVERSEAS  
VTM LIMITED  
W.M.M.T. MFG. COMPANY  
W.S. JONES ASSOCIATES  
WAGNER SUPPLY COMPANY  
WALSER GMBH  
WALTER HESSE COMPANY, INC.  
WARNACO INC.  
WARNACO SWIMWEAR GROUP  
WARREN FEATHERBONE COMPANY  
WATKINS PACKAGING & ASSOC.  
WAUSAU CHEMICAL CORPORATION  
WAYFAIR LLC  
WEEKS TEXTILES  
WELSPUN AG  
WELSPUN INDIA LTD.  
WELSPUN USA, INC.  
WENDRE AS  
WENDY ANNE, INC.  
WESPOINT HOME - TEXAS  
WESTERN COSTUME CO.  
WESTMINSTER BEACON, LLC  
WESTPOINT HOME  
WESTPOINT HOME INC.  
WESTPOINT STEVENS, INC.  
WESTPORT SUPPLY COMPANY, INC.  
WHITE CLOUD BEDSPREADS  
WIC b.v.  
WILH. WULFING GMBH & CO.  
WILLIAMS-SONOMA, INC.  
WILSON SPORTING GOODS CO.  
WINDWARD TEXTILES, INC.  
WINNLINE HANDELS A.G.

WONDER GEL, LLC  
WONG HAU PLASTIC WORKS  
WOOBIE PRODUCTS LLC  
WOODWARD ACADEMY  
WORKROOM SUPPLY, INC.  
WRY BABY  
WURZBURG PRINT SERVICES  
XPEDX - WILMINGTON DIVISION  
YAFIT MILLENIUM  
YESIM SATIS MAGZALARI VE TEKSTIL  
YG LABORATORIES, INC.  
YOUNGONE CORPORATION  
YSL BEAUTE, INC.  
YUNUS TEXTILE MILLS  
YUVADERM SALON  
ZABELMEX  
ZEBA HOME PRIVATE LIMITED  
ZHEJIANG ARTS & CRAFTS IMPORT& EXPORT CO ZHANG AN DONG  
ZHEJIANG FEIHONG DOWN PRODUCTS CO., LTD. KATE SHAN  
ZINA VASI, INC.  
ZORLU USA, INC.  
ZORLUTEKS TEKSTIL TIC VE SAN A.S.

# EXHIBIT B

BEATRICE HOME FASHIONS  
CROSCILL HOME, LLC  
DIVATEX HOME FASHIONS, INC.  
DOWNLITE INTERNATIONAL, INC.  
ENVOGUE INTERNATIONAL, LLC  
FUTURE TEXTILES, INC.  
HIMATSINGKA AMERICA, INC.  
HIMATSINGKA SEIDE LIMITED  
INGENIOUS DESIGNS, LLC  
J. QUEEN NEW YORK, INC.  
KOHL'S DEPARTMENT STORES, INC.  
KEECO, LLC  
LONDON LUXURY, LLC  
NATIONAL SLEEP PRODUCTS  
NEMCOR, INC.  
PACIFIC COAST FEATHER COMPANY  
PATRIARCH PARTNERS, LLC  
PERFECT FIT INDUSTRIES, LLC  
PERFECT FIT INDUSTRIES, INC.  
PHOENIX DOWN CORP.  
SUNHAM HOME FASHIONS, LLC  
TOWN & COUNTRY LINEN CORP.  
TWEEN BRANDS, INC.  
WEST PACIFIC HOME FASHIONS  
WESTPOINT HOME LLC