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5 Attorneys for Plaintiff
6 CENTER FOR ENVIRONMENTAL HEALTH

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA

11
12 CENTER FOR ENVIRONMENTAL HEALTH,)
a non-profit corporation,)

13 Plaintiff,)

14 v.)

15)
16 LULU NYC LLC, et al., and Defendant DOES 1)
through 500, inclusive,)

17)
18 Defendants.)

19 _____)
20 And Consolidated Cases.)
21 _____)

Lead Case No. RG 09-459448

[Consolidated with Case Nos. RG 10-494289, RG 10-494513, and RG 10-494517]

**NOTICE OF ENTRY OF ORDER AND
CONSENT JUDGMENT**

(Health & Safety Code §25249.7(f))

Action Filed: June 24, 2009

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Please take notice that on November 3, 2010, the Court entered the following
3 documents:

- 4 1. Order Granting Plaintiff's Motion for Court Approval and Entry of Amended
5 Consent Judgment, a copy of which is attached hereto as Exhibit 1; and
6 2. Amended Consent Judgment, a copy of which is attached hereto as Exhibit 2.

7
8 Dated: November 4, 2010

Respectfully submitted,

9 LEXINGTON LAW GROUP

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11 

12 Eric S. Somers

13 Attorneys for Plaintiff

14 CENTER FOR ENVIRONMENTAL HEALTH
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EXHIBIT 1

1 LEXINGTON LAW GROUP
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6 CENTER FOR ENVIRONMENTAL HEALTH

RECEIVED
ALAMEDA COUNTY
SEP 10 2010
CLERK OF THE SUPERIOR COURT
By R. McNAMEE Deputy
ENDORSED
FILED
ALAMEDA COUNTY

NOV 03 2010

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA K. McCoy, Exec. Off./Clerk

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CENTER FOR ENVIRONMENTAL HEALTH,)
a non-profit corporation,)
Plaintiff,)
v.)
LULU NYC LLC, *et al.*, and Defendant DOES 1)
through 500, inclusive,)
Defendants.)
_____))
And Consolidated Cases.)
_____)

Lead Case No. RG 09-459448
[Consolidated with Case Nos. RG 10-494289, RG 10-494513, and RG 10-494517]
[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR COURT APPROVAL AND ENTRY OF AMENDED CONSENT JUDGMENT
(Health & Safety Code §25249.7(f))
Date: November 3, 2010
Time: 3:00 p.m.
Dept.: Dept. 17
Judge: Hon. Steven A. Brick
Reservation No.: R-1102155
Action Filed: June 24, 2009

1 On November 3, 2010, at 3:00 p.m., Plaintiff Center for Environmental Health's
2 Motion for Court Approval and Entry of Amended Consent Judgment came on regularly for
3 hearing before this Court in Department 17, the Honorable Steven A. Brick presiding. After full
4 consideration of the points and authorities and related pleadings submitted, and having heard oral
5 arguments of counsel, the Court rules as follows:

6 IT IS HEREBY ORDERED that Plaintiff's Motion for Court Approval and Entry
7 of Amended Consent Judgment is GRANTED. Pursuant to and in accordance with Health &
8 Safety Code §25249.7(f)(4), the Court makes the following findings with respect to the Amended
9 Consent Judgment:

- 10 1. The Amended Consent Judgment ensures compliance with the Proposition 65
11 warning requirement;
- 12 2. The attorneys' fee awards in the Amended Consent Judgment are reasonable
13 under California law; and
- 14 3. The civil penalties and payments in lieu of civil penalty in the Amended Consent
15 Judgment are reasonable based on the criteria listed in Health & Safety Code
16 §25249.7(b)(2).

17 In light of the findings set forth herein, the Amended Consent Judgment is hereby
18 APPROVED.

19
20 IT IS SO ORDERED.

21
22 Dated: NOV 03 2010

21 STEVEN A. BRICK
22 _____
23 JUDGE OF THE SUPERIOR COURT

EXHIBIT 2

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**ENDORSED
FILED
ALAMEDA COUNTY**

NOV 03 2010

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)
Plaintiff,)
v.)
LULU NYC LLC, et al.,)
Defendants.)

AND CONSOLIDATED CASES.)

Lead Case No. RG-09-459448
(Consolidated with Case Nos. RG-10-494289, RG-10-494513, and RG-10-494517)
**AMENDED CONSENT JUDGMENT
[PROPOSED]**

This Amended Consent Judgment (the "Consent Judgment") supersedes the Consent Judgment entered in these consolidated cases on June 1, 2010, and is entered by the Court pursuant to the Order Approving Opt-In Procedure and Future Amendment of Consent Judgment, filed and entered on June 1, 2010. The Amended Consent Judgment reflects the addition of parties as Opt-In Settling Defendants.

1. DEFINITIONS

1.1 "Accessible Component" means a component of a Covered Product that could be touched by a person during normal and reasonably foreseeable use.

1 1.2 “Covered Products” means Fashion Accessories that are (a) Manufactured by
2 a Settling Defendant, or (b) distributed or sold for resale by a Settling Defendant, or (c) sold or
3 offered for retail sale as a Private Label Covered Product by a Settling Defendant that is (i) the
4 Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity that is under common
5 ownership of the Private Labeler of such product.

6 1.3 “Effective Date” means: (i) as to Initial Settling Defendants, June 1, 2010; or
7 (ii) as to Opt-In Settling Defendants, the date on which this Amended Consent Judgment is
8 entered by the Court.

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

13 1.5 “Initial Settling Defendants” means the defendants that were party to the
14 original Consent Judgment entered in these consolidated cases on June 1, 2010.

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

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

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

24 1.9 “Opt-In Settling Defendants” means the defendants that joined this Consent
25 Judgment pursuant to procedure established in the Order Approving Opt-In Procedure and Future
26 Amendment of Consent Judgment, entered on June 1, 2010.

27 _____
28 ¹ As of June 1, 2010, the term “Manufactured” and “Manufactures” means to manufacture,
produce, or assemble.

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

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

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

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

14 **2. INTRODUCTION**

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

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

24
25 _____
26 ² As of June 1, 2010, “Paint or other Surface Coatings” means a fluid, semi-fluid, or other
27 material, with or without a suspension of finely divided coloring matter, which changes to a solid
28 film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other
surface. This term does not include printing inks or those materials which actually become a part
of the substrate, such as the pigment in a plastic article, or those materials which are actually
bonded to the substrate, such as by electroplating or ceramic glazing.

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

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

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

19 2.6 The Parties intend this Consent Judgment to set new industry-wide standards
20 for lead in various components of Fashion Accessories that are feasible for manufacturers,
21 importers, distributors, and retailers to implement, and that comply with Proposition 65.

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

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

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

7 **3. INJUNCTIVE RELIEF**

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

14 3.2 **Lead Limits.**

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

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

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

25 3.2.3 Commencing on December 1, 2010, polyvinyl chloride ("PVC")
26 Accessible Components: 300 ppm, and commencing on December 1, 2011, PVC
27 Accessible Components: 200 ppm.
28

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

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

13 3.4 **Warnings for Covered Products.**

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

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

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

24 Or

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

28

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

9 **3.5 Action Regarding Specific Products.**

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

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

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

24 3.5.4 Within sixty days of the Effective Date, each Settling Defendant shall
25 provide CEH with written certification from the Settling Defendant confirming
26 compliance with the requirements of this Section 3.5.
27
28

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

4 **4. ENFORCEMENT**

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

9 4.2 Within 30 days after the Effective Date, each Settling Defendant shall notify
10 CEH of a means sufficient to allow CEH to identify Covered Products supplied or offered by that
11 Settling Defendant on or after that date, for example, a unique brand name or characteristic
12 system of product numbering or labeling. Information provided to CEH pursuant to this Section
13 4.2, including but not limited to the identities of parties to contracts among Settling Defendants or
14 between Settling Defendants and third parties, may be designated by the Settling Defendant as
15 competitively sensitive confidential business information, and if so designated shall not be
16 disclosed to any person, including but not limited to any Settling Defendant, without the written
17 permission of the Settling Defendant who provided the information. Any motions or pleadings or
18 any other court filings that may reveal information designated as competitively sensitive
19 confidential business information pursuant to this Section shall be submitted in accordance with
20 California Rules of Court 8.160 and 2.550, *et seq.*

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

23 4.3.1 **Service of Notice.** CEH shall serve the Notice of Violation on the Settling
24 Defendant(s) that CEH alleges to have violated Sections 3.2 or 3.3 within 45 days of the
25 date the alleged violation(s) was or were observed, provided, however, that CEH may
26 have up to an additional 45 days to provide the Settling Defendant with the test data
27 required by Section 4.3.2(d) below if it has not yet obtained it from its laboratory.
28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 4.5.3 A party's disclosure pursuant to this Section 4.5 of any (i) test reports, (ii)
23 confidential business information, or (iii) other information that may be subject to a claim
24 of privilege or confidentiality, shall not constitute a waiver of any such claim of privilege
25 or confidentiality, provided that the Party disclosing such information shall clearly
26 designate it as confidential. Any Party receiving information designated as confidential
27 pursuant to this Section 4.5.3 shall not disclose such information to any unrelated person
28

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

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

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

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

23 4.5.7 If a Settling Defendant makes a contribution pursuant to this Section and at
24 a later date CEH resolves the alleged violation with the direct or indirect Vendor of the
25 Noncompliant Non-Covered Product, CEH shall notify the Settling Defendant and the
26 Settling Defendant shall be entitled to a refund of the lesser amount of its contribution or
27 the settlement amount paid by such Vendor. If the settlement or consent judgment
28 between CEH and the direct or indirect Vendor of the Noncompliant Non-Covered

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

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

8 **5. PAYMENTS**

9 **5.1 Payments.**

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

15 (a) Each Initial Settling Defendant Group shall pay a base settlement
16 amount of thirty-two thousand five hundred dollars (\$32,500).

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

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

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

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

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

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

16 (b) Each Opt-In Settling Defendant that elected to apply the terms of
17 this Consent Judgment to a second type of Fashion Accessories as reflected on Exhibit A
18 shall, in addition to the amount set forth in Section 5.1.1(a), pay an additional ten
19 thousand dollars (\$10,000) for a total payment of fifty thousand dollars (\$50,000).

20 (c) Each Opt-In Settling Defendant that elected to apply the terms of
21 this Consent Judgment to all three types of Fashion Accessories as reflected on Exhibit A
22 shall, in addition to the amount set forth in Section 5.1.1(a), pay an additional twenty
23 thousand dollars (\$20,000) for a total payment of sixty thousand dollars (\$60,000).

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

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

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

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

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

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

20 **6. MODIFICATION**

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

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

27
28

1 **7. CLAIMS COVERED AND RELEASED**

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

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

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

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

24 **8. NOTICE**

25 8.1 When any Party is entitled to receive any notice under this Consent Judgment,
26 the notice shall be sent by certified mail and electronic mail to the person identified in Exhibit A.
27 Any Party may modify the person and address to whom the notice is to be sent by sending each
28 other Party notice by certified mail and/or other verifiable form of written communication.

1 **9. COURT APPROVAL**

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

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

8 **10. ATTORNEYS' FEES**

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

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

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

22 **11. TERMINATION**

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

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

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

4 **12. OTHER TERMS**

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

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

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

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

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

27
28

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

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

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

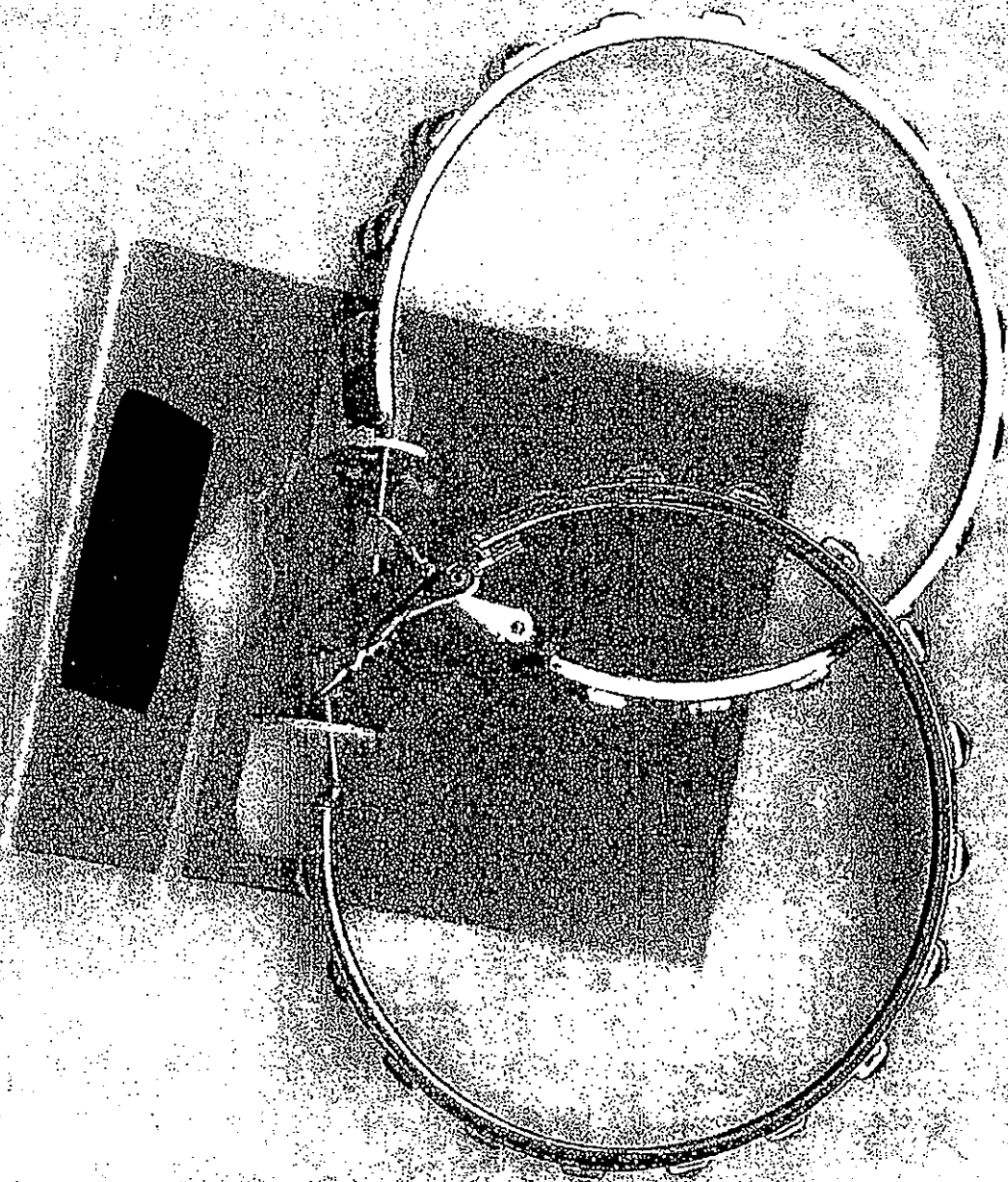
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IT IS SO ORDERED:

Dated: <u>NOV 03 2010</u> , 2010	<u>STEVEN A. BRICK</u> The Honorable Steven A. Brick Judge of the Superior Court
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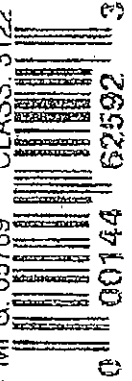
EXHIBIT A-1
Initial Settling Defendants

EXHIBIT B



131463

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



\$5.99

MADE
IN CHINA



THE
NATIONAL
FOOD
LAB

September 28, 2009

Analytical Report No.: CL1405-61

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

Listed below are the results of our analyses for sample(s) received on September 02, 2009.

CEH ID: JCT1463b, [REDACTED] Earrings (black faux leather on hoops)

NFL ID AE10383

Analyte	Result	Units
Lead	4140	ppm

Method Reference

Testing was conducted according to testing protocol outlined in exhibit D of the amended consent judgment, People of the State of California v. Burlington Coat Factory, June 15, 2006 and California Health Safety Code §25214.4. In summary, a portion of the sample was digested in a microwave oven with concentrated nitric acid and analyzed by ICP-MS.

Results are reported based on the sample(s) as received, unless otherwise noted.

Please note that these results apply only to the sample(s) submitted for this report. Samples from a different portion of the same lot may produce different results.

Thank you for using the services of The National Food Laboratory.

Sincerely,

Grace Bandong, Laboratory Manager, Analytical Services - Chemistry Division

cc: Patrick Manning, Accounting

where art meets science

365 North Canyons Parkway, Suite 201, Livermore CA 94551 Tech Center: 2441 Constitution Drive, Livermore CA 94551
925.828.1440 www.TheNFL.com

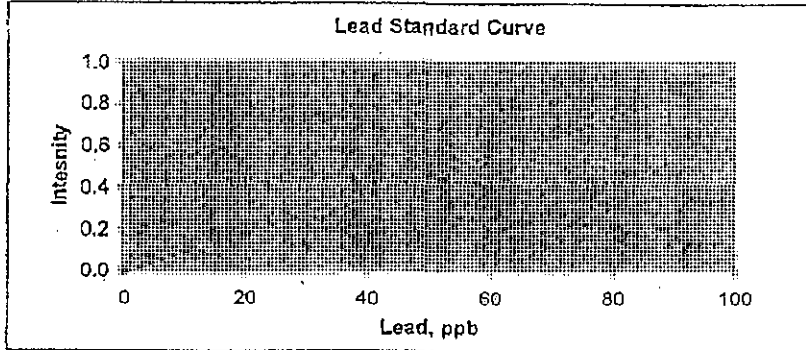
Lead

Client: Centerch
 Project No.: CL1405-61
 Analysis Date: 9/23/2009
 Analyst: C. Ng
 Method: CM5013.1
 QC data with: CL1405-60 CEH

Standards			
Internal std	analyte Intensity	Conc (ppb)	sl / is
1540501	289	0.2	0.000187565
1515404	157023	10.38	0.10381176
1531202	298097	20.3	0.19463107
1539419	735139	50.37	0.477543151
1567844	1471950	100.57	0.938937027

NIST Values	19.89
NFL NIST Range:	19.50 ± 1.90
NIST Range:	19.63 ± 0.21

Instrument: Perkin Elmer Elan 5000 ICP-MS
 Plasma: Argon
 Run Time: 1min 20 sec per sample
 Isotopes: Pb 206, Pb207, Pb 208
 Standards: 1020G-14-01, 1028G-14-02,
 1029G-14-03, 1028G-14-04,
 Internal Standard: 1033B-01-04



Regression	
slope	0.00937
y-intercept	0

	Conc. Spike (ppm)	Amt. Spike (ul)	Spike Level (ppb)	Snmp Weight (g)	Final Volume (ml)	Conc. ppb	% Recovery
NA	NA	NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA	NA	NA

Sample Number	CEH ID	Description	Weight, g	Volume, ml	Dilution Factor	ng/g	ppm of Lead	MDL
blank		MV blank	0.10	50		31.92		
AE10383	JCT1463b	earrings (black faux leather on hoops)	0.0520	60	200	20706.51	4141	0.010 ppm

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

1 **PROOF OF SERVICE**

2 I declare that:

3 I am employed in San Francisco County, California; my business address is 1627 Irving
4 Street, San Francisco, California 94122. I am over the age of 18 years and not a party to the
5 within cause. My electronic notification address is jbanister@lexlawgroup.com

6 On November 4, 2010, I served true copies of the following document:

7 **NOTICE OF ENTRY OF ORDER AND CONSENT JUDGMENT**

8 I transmitted via electronic mail the document listed above to the electronic mail
9 addresses set forth below at ____:____ __.m. on November 4, 2010:

10 *Please see attached service list.*

11 The transmission was reported as complete and without error.

12 I declare under penalty of perjury that the foregoing is true and correct, and that this
13 declaration was executed on November 4, 2010 at San Francisco, California.

14
15 Signed: _____
16 John Banister

SERVICE LIST
CEH v. Lulu NYC LLC, et al.
Lead Case No. RG 09-459448

ATTORNEY	DEFENDANT REPRESENTED
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<p>Steven C. Kim, Esq. Gabriel Colorado, Esq. Law Offices of Steven C. Kim & Associates 3701 Wilshire Boulevard, Suite 1040 Los Angeles, CA 90010 Telephone: (213) 365-7007 Facsimile: (213) 365-7001 stevenckim@sbcglobal.net gabriel.colorado@sbcglobal.net</p>	<p>Cornerstone Apparel, Inc.</p>
<p>Jay W. Connolly Aaron Belzer Seyfarth Shaw LLP 560 Mission Street, Suite 3100 San Francisco, CA 94105 jconnolly@seyfarth.com abelzer@seyfarth.com</p>	<p>HSN, Inc.</p>

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<p>Robert Nicksin Michael Yoder O'Melveny & Myers LLP 400 South Hope Street Los Angeles, CA 90071 Telephone: (213) 430-6000 Facsimile: (213) 430-6407 bnicksin@omm.com myoder@omm.com</p>	<p>Quiksilver, Inc., Quiksilver Americas, Inc. and QS Wholesale, Inc.</p>
<p>Christopher Wimmer Brune & Richard LLP 235 Montgomery Street, Suite 1130 San Francisco, CA 94104 cwimmer@bruneandrichard.com</p>	<p>Signature Styles, LLC</p>
<p>Keum Kyu Kim Law Offices of Keum Kyu Kim 3470 Wilshire Blvd., Suite 1010 Los Angeles, CA 90010 Telephone: (213) 389-1900 Facsimile: (213) 389-1960 keumkyu@yahoo.com</p>	<p>Sha Sha Collection, Inc. dba Mode Plus</p>

<p>Michael D. Abraham Bartko, Zankel, Tarrant & Miller 900 Front Street, Suite 300 San Francisco, CA 94111 Telephone: (415) 956-1900 Facsimile: (415) 956-1152 mabraham@bztm.com</p>	<p>Wal-Mart Stores, Inc.</p>
<p>Douglas J. Rovens Katten Muchin Roseman LLP 2029 Century Park East, Suite 2600 Los Angeles, CA 90067 douglas.rovens@kattenlaw.com</p> <p>Nancy J. Rich Katten Muchin Roseman LLP 525 West Monroe Street Chicago, IL 60661 nancy.rich@kattenlaw.com</p>	<p>Worldwide Dreams LLC</p>
<p>Shelley Hurwitz Holland & Knight 633 West Fifth Street, 21st Floor Los Angeles, CA 90071 Telephone: (213) 896-2476 Facsimile: (213) 896-2450 Shelley.Hurwitz@hklaw.com</p>	<p>Worldwide Dynasty, Inc.</p>