

GUEZ GERARD  
Form SC 13D/A  
May 15, 2009

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D**

**Under The Securities Exchange Act of 1934**

**(Amendment No. 2)\***

**TARRANT APPAREL GROUP**

**(Name of Issuer)**

**COMMON STOCK, NO PAR VALUE**

**(Title of Class of Securities)**

**876289 10 9**

**(CUSIP Number)**

**GERARD GUEZ**

**9000 SUNSET BOULEVARD, PENTHOUSE**

**LOS ANGELES, CALIFORNIA 90069**

Edgar Filing: GUEZ GERARD - Form SC 13D/A

(323)881-0335

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With a Copy To:

John McIlvery, Esq.

Stubbs Alderton & Markiles, LLP

15260 Ventura Boulevard, 20th Floor

Sherman Oaks, California 91403

**May 15, 2009**

**(Date of Event which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. "

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page. The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ( Act ) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

Gerard Guez

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  x

(b)  ..

3. SEC Use Only

4. Source of Funds (See Instructions)

PF, SC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

U.S.A.

7. Sole Voting Power

NUMBER OF

SHARES 2,000,000 <sup>(1)</sup>

8. Shared Voting Power

BENEFICIALLY

OWNED BY

EACH 12,679,083 (See Responses to Items 4 and 5)

9. Sole Dispositive Power

REPORTING

PERSON 2,000,000 <sup>(1)</sup>

10. Shared Dispositive Power

WITH

12,679,083 (See Responses to Items 4 and 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

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14,679,083 (See Responses to Items 4 and 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

45.1%

14. Type of Reporting Person (See Instructions)

IN

(1) Consists of 2,000,000 shares which may be acquired by Mr. Guez upon exercise of stock options.

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

Todd Kay

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  x

(b)  ..

3. SEC Use Only

4. Source of Funds (See Instructions)

PF, SC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

U.S.A.

7. Sole Voting Power

NUMBER OF

SHARES 2,000,000 <sup>(1)</sup>  
8. Shared Voting Power

BENEFICIALLY

OWNED BY 12,679,083 (See Responses to Items 4 and 5)  
EACH 9. Sole Dispositive Power

REPORTING

PERSON 2,000,000 <sup>(1)</sup>  
10. Shared Dispositive Power

WITH

12,679,083 (See Responses to Items 4 and 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

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14,679,083 (See Responses to Items 4 and 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

45.1%

14. Type of Reporting Person (See Instructions)

IN

(1) Consists of 2,000,000 shares which may be acquired by Mr. Kay upon exercise of stock options.

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

**Kay Living Trust**

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  x

(b)  ..

3. SEC Use Only

4. Source of Funds (See Instructions)

**OO**

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

**California**

7. Sole Voting Power

NUMBER OF

0

SHARES

8. Shared Voting Power

BENEFICIALLY

OWNED BY

12,679,083 (See Responses to Items 4 and 5)

EACH

9. Sole Dispositive Power

REPORTING

PERSON

0

10. Shared Dispositive Power

WITH

12,679,083 (See Responses to Items 4 and 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

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12,679,083 (See Responses to Items 4 and 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

41.5% (See Responses to Items 4 and 5)

14. Type of Reporting Person (See Instructions)

OO

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

Sunrise Acquisition Company, LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  x

(b)  ..

3. SEC Use Only

4. Source of Funds (See Instructions)

OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

California

7. Sole Voting Power

NUMBER OF

0

SHARES

8. Shared Voting Power

BENEFICIALLY

OWNED BY

12,679,083 (See Responses to Items 4 and 5)

EACH

9. Sole Dispositive Power

REPORTING

PERSON

0

10. Shared Dispositive Power

WITH

12,679,083 (See Responses to Items 4 and 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

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12,679,083 (See Responses to Items 4 and 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

41.5% (See Responses to Items 4 and 5)

14. Type of Reporting Person (See Instructions)

HC

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only).

Sunrise Merger Company

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  x

(b)  ..

3. SEC Use Only

4. Source of Funds (See Instructions)

OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

California

7. Sole Voting Power

NUMBER OF

0

SHARES

8. Shared Voting Power

BENEFICIALLY

OWNED BY

12,679,083 (See Responses to Items 4 and 5)

EACH

9. Sole Dispositive Power

REPORTING

PERSON

0

10. Shared Dispositive Power

WITH

12,679,083 (See Responses to Items 4 and 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

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12,679,083 (See Responses to Items 4 and 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

41.5% (See Responses to Items 4 and 5)

14. Type of Reporting Person (See Instructions)

CO

**Schedule 13D/A**  
**Tarrant Apparel Group**

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This Schedule 13D Amendment No. 2 (this *Schedule 13D/A*) amends the Schedule 13D of Gerard Guez (*Guez*) and Todd Kay (*Kay*), as filed with the SEC and dated April 28, 2008, and the Schedule 13D Amendment No. 1 of Guez, Kay, Sunrise Acquisition Company, LLC, a California limited liability company (*Parent*), and Sunrise Merger Company, a California corporation (*Merger Sub*).

**Item 1. Security and Issuer.**

This Schedule 13D/A relates to the common stock, no par value (the *Common Stock*), of Tarrant Apparel Group, a California corporation (the *Company*), which has its principal executive offices at 801 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

**Item 2. Identity and Background.**

(a) This Schedule 13D/A is being filed by Guez, Kay, Parent, Merger Sub, and Todd Kay and Kimberly Smith Kay Trustees Kay Living Trust (the *Kay Living Trust* and, collectively with Guez, Kay, Parent and Merger Sub, the *Reporting Persons*). The Reporting Persons are filing this Statement because they may be deemed to be a group within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the *Exchange Act*), with respect to the transactions described in Item 4 of this Schedule 13D/A. Except as expressly set forth in this Schedule 13D/A, each Reporting Person disclaims beneficial ownership of the shares of Common Stock beneficially owned by any other Reporting Person.

(b) The principal business address of each Guez, Parent and Merger Sub is 9000 Sunset Boulevard, Penthouse, Los Angeles, CA 90069. The principal business address of Kay and the Kay Living Trust is c/o Tarrant Apparel Group, 801 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

(c) The present principal occupation of Guez is Chairman and Interim Chief Executive Officer of the Company. The present principal occupation of Kay is Vice Chairman of the Company.

Parent and Merger Sub have no operating history, and were formed by Guez and Kay for the sole purpose of consummating the transactions described in Item 4 below. Guez and Kay are the sole members of Parent holding 100% of its outstanding membership interests, and Guez and Kay are co-managers of Parent. Parent is the sole shareholder of Merger Sub, and Guez is the sole director of Merger Sub and the sole officer of Merger Sub, serving as its President, Secretary and Chief Financial Officer.

The Kay Living Trust is a revocable trust of which Todd Kay and Kimberly Smith Kay are settlors, trustees and lifetime beneficiaries.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the Guez and Kay is a citizen of the United States of America. Parent is a limited liability company formed under the laws of the State of California. Merger Sub is a corporation formed

under the laws of the State of California. The Kay Living Trust is a revocable trust formed under the laws of the State of California.

**Item 3. Source and Amount of Funds or Other Consideration.**

Information set forth in Item 4 of this Schedule 13D/A is hereby incorporated in this Item 3 by reference.

In connection with the transactions described in Item 4, the Reporting Persons estimate that the total amount of funds necessary to acquire all of the Common Stock not currently owned by the Reporting Persons in the Merger (as defined in Item 4), settle outstanding options with an exercise price less than the Merger Consideration (as defined in Item 4), if any, and pay estimated fees and expenses will be approximately \$16.5 million. The Reporting Persons anticipate that Guez will fund 100% of this amount from his personal funds, which he intends to loan to Parent prior to the closing of the Merger.

To the extent any amounts are due or may be paid by the Reporting Persons or the surviving corporation in connection with any such financing following the consummation of the Merger (for example, funds necessary to consummate the Merger and certain transaction fees and expenses), such funds may be paid from generally available working capital of the surviving corporation.

Guez and Kay have entered into the Guarantee (as defined in Item 4 below) described in Item 4 below, pursuant to which they have agreed to guarantee all payment obligations of Parent and Merger Sub under the Merger Agreement (as defined in Item 4 below) and certain related costs and expenses.

**Item 4. Purpose of Transaction.**

As previously reported, on April 25, 2008, Guez and Kay submitted a non-binding proposal (the *Proposal*) for a going-private transaction to the Company's Board of Directors (the *Board of Directors*). A copy of the Proposal is filed herewith as Exhibit 7.02 and incorporated in this Item 4 by reference. On April 25, 2008, the Board of Directors formed a special committee of independent directors (the *Special Committee*) to consider the terms and conditions of the Proposal and to recommend to the Board of Directors whether to approve the Proposal. In connection with the Proposal, on April 28, 2008, the Company issued a press release. The text of the press release is filed herewith as Exhibit 7.03 and incorporated in this Item 4 by reference.

On February 12, 2009, the Company entered into that certain Agreement and Plan of Merger, dated as of February 12, 2009 (the *Merger Agreement*), with the Reporting Persons. A copy of the Merger Agreement is filed herewith as Exhibit 7.11 and incorporated in this Item 4 by reference. On February 12, 2009, the Company issued a press release announcing the Merger Agreement. The text of the press release is filed herewith as Exhibit 7.14 and incorporated in this Item 4 by reference.

Pursuant to the terms of the Merger Agreement, Merger Sub will merge with and into the Company, with the Company as the surviving corporation of the merger (the *Merger*). In the Merger, each share of common stock of the Company (including the associated preferred stock purchase rights), other than those held by the Company, any subsidiary of the Company, Parent, or Merger Sub, and other than those shares with respect to which dissenters rights are properly exercised, will be cancelled and converted into the right to receive \$0.85 per share in cash (the *Merger Consideration*). All of the Company's options to purchase shares of common stock outstanding as of immediately prior to the effective time of the Merger, whether vested or unvested, will be canceled in the Merger, and each holder of a stock option that has a per share exercise price that is less than \$0.85 will be entitled to receive an amount in cash equal to the product of (A) the number of shares of common stock as to which the stock

options that are cancelled could be exercised (assuming full vesting), multiplied by (B)(i) \$0.85 less (ii) the per share exercise price of such stock options. Any stock option that is outstanding immediately prior to the effective time of the Merger and that has a per share exercise price equal to or greater than \$0.85, will be cancelled in the Merger without any payment or continuing liability of the Company or the surviving corporation in respect to such option. Each warrant issued and outstanding at the effective time of the Merger, and which does not terminate in accordance with its terms as a consequence of the Merger, will be canceled and automatically converted into the right to receive cash, if any, without interest, in an amount determined in accordance with the terms of the applicable warrant agreement.

The consummation of the Merger and the obligations of the parties to the Merger Agreement remain subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, including approval of the Merger by existing shareholders of the Company and other customary closing conditions.

The description of the Merger Agreement set forth in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement.

Concurrently with the execution of the Merger Agreement, Guez, Kay and the Kay Living Trust entered into an Equity Rollover Agreement (the **Equity Rollover Agreement**) with Parent pursuant to which, among other things, they agreed to contribute, immediately before but substantially contemporaneously with the effective time of the Merger, all of their respective shares of the Company's common stock owned by them to Parent, in the aggregate amount of 12,679,083 shares of the Company's common stock, in exchange for membership interests of Parent. A copy of the Equity Rollover Agreement is filed herewith as Exhibit 7.12 and incorporated in this Item 4 by reference. Each of Guez, Kay and the Kay Living Trust's obligations under the Equity Rollover Agreement are contingent upon: (i) satisfaction or waiver by Parent of the mutual conditions to the closing of the Merger and satisfaction or valid waiver of the conditions to the obligations of Parent and Merger Sub under the Merger Agreement; (ii) the terms of the Equity Rollover Agreement; and (iii) the filing of the agreement of merger with the California Secretary of State.

The description of the Equity Rollover Agreement set forth in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the full text of the Equity Rollover Agreement.

Also, concurrently with the execution of the Merger Agreement, Guez and Kay entered into a Limited Joint and Several Guarantee (the **Guarantee**) in favor of the Company pursuant to which they have jointly and severally agreed to guarantee to the Company the performance and discharge of all payment obligations of the Parent and the Merger Sub (the **Obligations**) under the Merger Agreement and certain related costs and expenses as described in the following sentence, subject, in the case of Kay, to a maximum liability of \$5,000,000 plus any costs or expenses incurred to enforce Kay's obligations under the Guarantee. A copy of the Guarantee is filed herewith as Exhibit 7.13 and incorporated in this Item 4 by reference. The Obligations guaranteed pursuant to the Guarantee include: (i) payment of the aggregate Merger Consideration and all payments with respect to any in the money options and warrants under the Merger Agreement; (ii) payment of \$500,000 plus all expenses incurred by the Company in connection with the Merger (the **Business Interruption Fee**) to the extent such amounts become payable to the Company in connection with a termination of the Merger Agreement; (iii) any payment obligation of the Parent or Merger Sub resulting from or arising out of the breach or non-performance of any representation, warranty or covenant of the Reporting Persons; and (iv) any costs of enforcement or collection of the Merger Agreement, the Obligations or the Guarantee (including reasonable attorneys fees and costs) that are incurred by or on behalf of the Company.

The Guarantee provides for enforcement by the Special Committee. The Guarantee will terminate upon the occurrence of certain events, all as provided in the Guarantee. The description of the Guarantee set forth in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the full text of the Guarantee.

The Reporting Persons beneficially own approximately 48.3% of the total outstanding votes of the Common Stock entitled to vote on the Merger as a single class (including in such percentage calculation 4,000,000 shares that may be acquired upon the exercise of stock options at a weighted average exercise price of \$4.58 per share), and intend to vote for the Merger and will not agree to any other transaction involving their stake in the Company.

Following the consummation of the Merger, the Company will be a wholly-owned subsidiary of Parent and its shares of Common Stock will be delisted from The Nasdaq Global Market and will become eligible for deregistration under Section 12(g)(4) of the Act. Pursuant to the terms of the Merger Agreement, the board of directors of Merger Sub at the effective time of the Merger will become the board of directors of the Company and the officers of the Company will continue as its officers. Also at the effective time of the Merger, the articles of incorporation and bylaws of the Company will be amended and restated as provided in the Merger Agreement.

The foregoing is intended for informational purposes only and is not a solicitation of proxies in connection with the Merger. Solicitation of proxies to approve the Merger will be made only pursuant to a proxy statement and related materials. Shareholders should read the Company's proxy statement and other relevant documents regarding the Merger filed with the SEC when they become available because they will contain important information relevant to the decision to approve the Merger. Shareholders will be able to receive these documents (when they become available), as well as other documents filed by the Reporting Persons with respect to the Merger, free of charge at the SEC's web site, [www.sec.gov](http://www.sec.gov).

Other than the transactions contemplated by the Merger Agreement, the Reporting Persons have no plans or proposals that relate to or would result in any of the events set forth in Items 4(a) through (j) of Schedule 13D. However, if the Merger is not consummated for any reason, the Reporting Persons intend to review continuously the Company's business affairs, capital needs and general industry and economic conditions, and, based on such review, the Reporting Persons may, from time to time, determine to increase their ownership of Common Stock, approve an extraordinary corporate transaction with regard to the Company or engage in any of the events set forth in Items 4(a) through (j) of Schedule 13D, except that the Reporting Persons currently have no intention of selling any shares of Common Stock.

The information set forth in response to this Item 4 is qualified in its entirety by reference to the Merger Agreement, the Equity Rollover Agreement and the Guarantee, each of which is incorporated herein by reference.

**Item 5. Interest in Securities of the Issuer.**

(a) The Reporting Persons collectively as a group beneficially own 12,679,083 shares of Common Stock, which represents beneficial ownership of 41.5% of the Common Stock, and consists of (i) 10,116,416 issued and outstanding shares owned by Guez, (ii) 30,000 issued and outstanding shares owned by Kay, and (iii) 2,532,667 issued and outstanding shares owned by the Kay Living Trust.

Excluding shares beneficially owned by other Reporting Persons, Guez beneficially owns 12,116,416 shares of Common Stock, which represents beneficial ownership of 37.2% of the Common

**Schedule 13D/A**  
**Tarrant Apparel Group**

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Stock, and consists of (i) 10,116,416 issued and outstanding shares owned by Guez and 2,000,000 shares of Common Stock that may be acquired by Guez upon exercise of stock options at a weighted average exercise price of \$4.58 per share. Copies of stock option agreements between the Company and Guez are filed herewith as Exhibits 7.6 and 7.7, and are incorporated in this Item 5 by reference.

Excluding shares beneficially owned by other Reporting Persons, Kay beneficially owns 2,030,000 shares of Common Stock, which represents beneficial ownership of 6.2% of the Common Stock, and consists of (i) 30,000 issued and outstanding shares owned by Kay, and (ii) 2,000,000 shares of Common Stock that may be acquired by Kay upon exercise of stock options at a weighted average exercise price of \$4.58 per share. Copies of stock option agreements between the Company and Kay are filed herewith as Exhibits 7.09 and 7.10, and are incorporated in this Item 5 reference.

Excluding shares beneficially owned by other Reporting Persons, the Kay Living Trust beneficially owns 2,532,667 shares of Common Stock, which represents beneficial ownership of 8.3% of the Common Stock, and consists of issued and outstanding shares of common stock.

Excluding shares beneficially owned by other Reporting Persons, neither Parent nor Merger Sub beneficially own any shares of Common Stock, except that each of Guez, Kay and the Kay Living Trust) entered into the Equity Rollover Agreement with Parent pursuant to which, among other things, they agreed to contribute to Parent, immediately before but substantially contemporaneously with the effective time of the Merger, an aggregate of 12,679,083 shares of Common Stock, which represents beneficial ownership of 41.5% of the Common Stock, in exchange for membership interests of Parent.

The percentage of the Common Stock set forth for each Reporting Person in this Item 5 was calculated based upon 30,543,763 shares of common stock outstanding as of March 13, 2009, as reported on the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008.

(b) The Reporting Persons have shared power to vote and dispose of 12,679,083 shares of Common Stock, except as follows: Guez has pledged an aggregate of 935,000 shares of Common Stock to financial institutions to secure the repayment of loans to Guez or companies controlled by Guez. If Guez defaults in his obligations under these loan agreements, the pledgee may acquire voting and dispositive control over the shares pledged by Guez.

Guez has the sole power to vote and dispose of 2,000,000 shares of Common Stock that may be acquired by Guez upon exercise of stock options at a weighted average exercise price of \$4.58 per share. Kay has the sole power to vote and dispose of 2,000,000 shares of Common Stock that may be acquired by Kay upon exercise of stock options at a weighted average exercise price of \$4.58 per share.

(c) Except as provided in Item 3 and Item 4 above, none of the Reporting Persons has effected any transactions in any shares of Common Stock of the Company during the past 60 days.

(d) Other than the Reporting Persons, no person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock beneficially owned by the Reporting Persons, except as follows: Guez has pledged an aggregate of 935,000 shares of Common Stock to financial institutions and individuals to secure the repayment of loans to Guez or companies controlled by Guez. If Guez defaults in his obligations under these loan agreements, the pledgee may acquire voting and dispositive control over the shares pledged by Guez.

(e) Not applicable

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Reference is made to the disclosure set forth under Item 3, Item 4 and Item 5 of this Schedule 13D, which disclosure is incorporated herein by reference. Except as disclosed in Item 3, Item 4 and Item 5 of this Schedule 13D, and except as otherwise described in this Item 6, to the best knowledge of each of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Person and any other person with respect to any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Company.

Pursuant to that certain Co-Sale Letter Agreement, made and entered into as of June 16, 2006, Guez and Kay have agreed with Orpheus Holdings, LLC, a Delaware limited liability company ( *Orpheus* ), Midland National Life Insurance Company, an Iowa corporation ( *MNLIC* ) and North American Company for Life and Health Insurance, an Illinois corporation ( *NACOLAH* ), that such parties shall have the right to participate in certain proposed sales of Common Stock not involving a public offering by either Guez or Kay. Orpheus, MNLIC and NACOLAH are collectively entitled to participate in an amount up to 33.33% of the total sale. A copy of the Co-Sale Letter Agreement is attached as Exhibit 7.04 hereto and incorporated in this Item 6 by reference. The description of the Co-Sale Letter Agreement in this Schedule 13D is subject to, and qualified in its entirety by, the full text of the Co-Sale Letter Agreement.

The Reporting Persons have entered into a Joint Filing Agreement dated as of May 15, 2009, a copy of which is attached hereto as Exhibit 7.01 and incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

- |              |   |
|--------------|---|
| Exhibit 7.01 | Joint Filing Agreement, dated May 15, 2009, by and among Gerard Guez, Todd Kay, Todd Kay and Kimberly Smith Kay Trustees Kay Living Trust, Sunrise Acquisition Company, LLC and Sunrise Merger Company.                     |
| Exhibit 7.02 | Proposal Letter dated April 25, 2008.*  |
| Exhibit 7.03 | Press Release dated April 28, 2008.*  |
| Exhibit 7.04 | Co-Sale Letter Agreement, made and entered into as of June 16, 2006, among Gerald Guez, Todd Kay, Orpheus Holdings, LLC, North American Company for Life and Health Insurance and Midland National Life Insurance Company.* |
| Exhibit 7.05 | Intentionally Omitted.  |
| Exhibit 7.06 | Non-Qualified Stock Option Agreement, dated May 15, 2002, between the Company and Gerard Guez.*   |
| Exhibit 7.07 | Non-Qualified Stock Option Agreement, dated May 28, 2003, between the Company and Gerard Guez.*   |
| Exhibit 7.08 | Intentionally Omitted.  |

- Exhibit 7.09 Non-Qualified Stock Option Agreement, dated May 15, 2002, between the Company and Todd Kay.\*
- Exhibit 7.10 Non-Qualified Stock Option Agreement, dated May 28, 2003, between the Company and Todd Kay.\*
- Exhibit 7.11 Agreement and Plan of Merger, dated February 12, 2009, by and among the Company, Sunrise Acquisition Company, LLC, Sunrise Merger Company, Gerard Guez and Todd Kay (incorporated by reference to Exhibit 2.1 filed with the Company's Current Report on Form 8-K on February 12, 2009).\*
- Exhibit 7.12 Equity Rollover Agreement, dated February 12, 2009, by and among Sunrise Acquisition Company, Gerard Guez, Todd Kay and Todd Kay and Kimberly Smith Kay Trustees Kay Living Trust (incorporated by reference to Exhibit 10.1 filed with the Company's Current Report on Form 8-K on February 12, 2009).\*
- Exhibit 7.13 Limited Joint and Several Guarantee, dated February 12, 2009, by Gerard Guez and Todd Kay in favor of the Company (incorporated by reference to Exhibit 10.2 filed with the Company's Current Report on Form 8-K on February 12, 2009).\*
- Exhibit 7.14 Press Release dated February 12, 2009 (incorporated by reference to Exhibit 99.1 filed with the Company's Current Report on Form 8-K on February 12, 2009).\*

\* Previously filed.

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 13D is true, complete and correct.

Dated: May 15, 2009

/s/ Gerard Guez

Gerard Guez

/s/ Todd Kay

Todd Kay

Todd Kay and Kimberly Smith Kay Trustees Kay Living Trust

By: /s/ Todd Kay

Todd Kay

Its: Trustee

Sunrise Acquisition Company, LLC

By: /s/ Gerard Guez

Gerard Guez

Its: Co-Manager

By: /s/ Todd Kay

Todd Kay

Its: Co-Manager

Sunrise Merger Company

By: /s/ Gerard Guez

Gerard Guez

Its: President