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6

ENDORSED
FILED
ALAMEDA COUNTY

FEB 21 2006

CLERK OF THE SUPERIOR COURT
By HOLLIE M. ADAMIC
Deputy

7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA, UNLIMITED JURISDICTION
10

11 PEOPLE OF THE STATE OF CALIFORNIA, ex rel.
BILL LOCKYER, Attorney General,

12
13 Plaintiffs,

14 v.

15 BURLINGTON COAT FACTORY WAREHOUSE
CORPORATION, et al.

16 Defendants.

17 AND RELATED CONSOLIDATED CASES
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Case No.: RG 04-162075

(Consolidated with Case Nos.
RG 04-162037, RG 04-169511)

~~PROPOSED~~ ORDER
GRANTING JOINT MOTION
FOR APPROVAL OF CONSENT
JUDGMENT

Date: February 21, 2006
Time: 3:00 p.m.
Place: Department 21
Judge: Hon. James Richman

1 On February 21, 2006, at 3:00 PM., the Joint Motion for Approval of Consent
2 Judgment came on regularly for hearing before this Court in Department 21, the Honorable
3 James Richman presiding. After full consideration of the points and authorities and related
4 pleadings submitted, and having heard oral arguments of counsel, the Court rules as follows:

5 IT IS HEREBY ORDERED that the Joint Motion for Approval of Consent
6 Judgment is GRANTED. Pursuant to and in accordance with Health & Safety Code
7 §25249.7(f)(4), the Court makes the following findings with respect to the Consent Judgment
8 agreed to by the parties, and attached hereto as Exhibit 1:

9 1. The Consent Judgment does not require a warning therefore there is no
10 warning to review under Health & Safety Code §25249.7(f)(4).

11 2. The attorneys' fee awards in the Consent Judgments are reasonable under
12 California law; and

13 3. The penalty payments and the payments in lieu of penalty in the Consent
14 Judgment are reasonable based on the criteria listed in Health & Safety Code
15 §25249.7(b)(2).

16
17 In light of the findings set forth herein, the Consent Judgment is hereby
18 APPROVED. The clerk of the Court is ordered to enter judgment in accordance with the terms
19 of the Consent Judgment.

20
21 **IT IS SO ORDERED.**

22
23 Dated: FEB 21 2006

24 **ROBERT FREEDMAN**
25 _____
26 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA
10 UNLIMITED JURISDICTION

11 PEOPLE OF THE STATE OF CALIFORNIA, ex) Case No. RG 04-162075
12 rel. BILL LOCKYER, Attorney General, et al.,)
13 Plaintiffs.) (Consolidated with RG 04-162037, RG
14 vs.) 04-169511)
15 BURLINGTON COAT FACTORY) [PROPOSED] CONSENT JUDGMENT
16 WAREHOUSE CORPORATION, et al,)
17 Defendants.)
18 AND RELATED CONSOLIDATED CASES.)
19

20 **1. INTRODUCTION**

21 1.1 On June 23, 2004, plaintiffs the Attorney General of the State of California, on
22 behalf of the People of the State of California ("People"), and the Center for Environmental Health
23 ("CEH"), filed complaints for civil penalties and injunctive relief in this Court. On August 10,
24 2004, plaintiff As You Sow ("AYS") filed a similar complaint. The complaints allege that the
25 defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition
26 65") and the Unfair Competition Law by selling jewelry that contains lead, a chemical known to
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1 the State of California to cause cancer and birth defects or other reproductive harm, without
2 providing a clear and reasonable warnings that use of the jewelry would result in exposure to lead.

3 1.2 On August 27, 2004, the People amended their complaint to substitute the true
4 name of a "Doe" defendant and dismissed a defendant. The following defendants were named and
5 appeared in the People's amended complaint: Burlington Coat Factory Warehouse Corporation;
6 CBI Distributing Corp; Claire's Boutiques, Inc.; Express, LLC; Federated Department Stores,
7 Inc.; J. C. Penney Corporation, Inc.; Kmart Corporation; Macy's West, Inc.; Martyn's;
8 Nordstrom, Inc; Ross Stores, Inc.; Sears, Roebuck and Company; Target Corporation; and Toys
9 "R" Us, Inc. On January 25, 2006, the People amended their complaint to add the following
10 defendants Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.;
11 Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol
12 Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee;
13 Catherine Stein Designs, Inc.; Crimson Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons;
14 FAD Treasures; F.A.F. Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp.,
15 d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat,
16 Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item
17 Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry
18 Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio
19 Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI
20 Holding Company; Vetta Jewelry, Inc.; and Victoria + Co. LTD ("Initial Settling Vendors"). In
21 addition, on January 25, 2006, the People amended their complaint to add as named defendants the
22 entities listed on Exhibit A as "Affiliate Settling Defendants." Wal-Mart Stores, Inc. was also
23 named in the People's complaint and is not a party to this Consent Judgment. With the exception
24 of Wal-Mart Stores, Inc., the defendants named in the People's complaint that have not been
25 dismissed, are referred to herein as "Attorney General Defendants."

26 1.3 On October 15, 2004, CEH filed its First Amended Complaint. Since that date,
27 CEH has further amended its First Amended Complaint to substitute the true name of several
28 "Doe" defendants and dismissed several other defendants. The following defendants were named

1 and appeared in CEH's amended complaint: AJJ Enterprises, Inc.; American Eagle Outfitters,
2 Inc.; Aeropostale, Inc.; Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp.;
3 Claire's Boutiques, Inc.; Cost Plus, Inc.; Federated Department Stores, Inc.; Forever 21, Inc.;
4 Forever 21 Retail, Inc.; Hot Topic, Inc.; Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe
5 Boxer Company, LLC; Kmart Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation;
6 Lane Bryant, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Longs Drug Stores
7 California, Inc.; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom,
8 Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Sears
9 Roebuck and Co.; Styles For Less, Inc.; Target Corporation; The Buckle, Inc.; The May
10 Department Stores, Inc.; The New 5-7-9 And Beyond, Inc.; Walt Disney World Co. (erroneously
11 sued and served herein as Disney Consumer Products International, Inc. Disneyland International
12 and Walt Disney Company); Walgreen Co.; The Wet Seal, Inc.; The Wet Seal Retail, Inc.; Too,
13 Inc.; and Zantier, Inc. The following defendants that also were named in CEH's amended
14 complaint are not parties to this Consent Judgment: Cornerstone Apparel, Inc.; Jordache
15 Enterprises, Inc.; Royal Items, Inc.; The Carson Company; Wal-Mart Stores, Inc. and Windsong
16 Allegiance Group, LLC ("Non-Settling Defendants"). With the exception of the Non-Settling
17 Defendants, the defendants named in CEH's complaint or any amendment thereto, that have not
18 been dismissed, are referred to herein as "CEH Defendants."

19 1.4 The cause of action against the following CEH Defendants was limited to alleged
20 violations of the Unfair Competition Law: Burlington Coat Factory Warehouse Corporation; CBI
21 Distributing Corp; Claire's Boutiques, Inc.; Federated Department Stores, Inc.; J. C. Penney
22 Company, Inc.; Kmart Corporation; Macy's West, Inc.; Mervyn's, LLC; Nordstrom, Inc; Sears,
23 Roebuck and Company; and Target Corporation..

24 1.5 The following defendants were named and appeared in the complaint by AYS:
25 Gottschalks, Inc.; Group USA Apparel, Inc.; and Charlotte Russe, Inc. The defendants named in
26 AYS's complaint or any amendment thereto, that have not been dismissed, are referred to herein
27 as "AYS Defendants."
28

1 1.6 The amended complaints filed by the Attorney General and CEH and the complaint
2 filed by AYS are collectively called the "Complaints."

3 1.7 On November 8, 2004, the Court ordered that the cases be consolidated for pre-trial
4 purposes. The parties hereby stipulate that the cases now shall be consolidated for purposes of
5 entry of this Consent Judgment.

6 1.8 The People, CEH, and AYS ("Plaintiffs") and the Attorney General Defendants,
7 CEH Defendants, and AYS Defendants, and any Add-On Defendants as defined in Section 2.9
8 added to the People's Complaint pursuant to the Stipulation for Entry of Judgment (collectively
9 "Settling Defendants") are Parties, and each is a Party to this Consent Judgment.

10 1.9 Each Settling Defendant is a corporation or other business entity that employs 10 or
11 more persons, or employed 10 or more persons at some time relevant to the allegations of the
12 complaint, and which manufactures, distributes and/or sells Covered Products in the State of
13 California or has done so in the past.

14 1.10 For purposes of this Consent Judgment only, the parties stipulate that this Court has
15 jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction
16 over each Settling Defendant as to the acts alleged in the Complaints, venue is proper in the
17 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full
18 and final resolution of all claims which were or could have been raised in the Complaints based on
19 the facts alleged therein.

20 1.11 The People, CEH, AYS, and Settling Defendants enter into this Consent Judgment
21 as a full and final settlement of all claims that were raised in the Complaints, or which could have
22 been raised in the Complaints, arising out of the facts or conduct alleged therein. By execution of
23 this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or
24 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or
25 demonstrating any violations of Proposition 65, the Unfair Competition Act or any other statutory,
26 common law or equitable requirements relating to chromium, lead and/or nickel in jewelry.
27 Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,
28 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent

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

7 **2. DEFINITIONS**

8 2.1 The term "Person" shall have the same meaning as that term is defined in
9 California Health & Safety Code section 25249.11, subdivision (a).

10 2.2 The term "Covered Products" means (a) the following ornaments worn by a person:
11 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,
12 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other
13 component of such an ornament.

14 2.3 The term "Body Piercing Jewelry" means any part of a Covered Product that is
15 manufactured or sold for placement in new piercings and or mucous membranes, and does not
16 include those parts of Covered Products not placed within new piercings and or mucous
17 membranes.

18 2.4 The term "Children's Products" means Covered Products that are made for,
19 marketed for use by, or marketed to, Children.

20 2.4.1 For purposes of this Consent Judgment, the term "Children" means
21 children aged 6 and younger.

22 2.4.2 A Covered Product is made for, marketed for use by, or marketed to
23 Children if it is either:

24 2.4.2.1 Represented in its packaging, display, or advertising, as appropriate
25 for use by Children; or

26 2.4.2.2 Sold in conjunction with, attached to, or packaged together with
27 other products that are packaged, displayed, or advertised as appropriate for use by Children; or

28 2.4.2.3 Sized for Children and not intended for use by adults.

1 2.4.2.4 **Sold in**

2 2.4.2.4.1 a vending machine; or

3 2.4.2.4.2 a retail store, catalogue, or online website, in which
4 the Settling Defendant exclusively offers for sale products that are packaged, displayed, or
5 advertised as appropriate for use by Children; or

6 2.4.2.4.3 those discrete portions of a retail store, catalogue, or
7 online website, in which the Settling Defendant offers for sale products that are packaged,
8 displayed, or advertised as appropriate for use by Children.

9 2.5 The term "Supplier" means a Person that directly supplies Covered Products to a
10 Settling Defendant or to another entity that offers Covered Products that are or will be offered for
11 retail sale in California. For purposes of Section 3 only, a Settling Defendant shall not be
12 considered a Supplier with respect to any Covered Products it sells to another Settling Defendant
13 that is its parent or subsidiary, or with which it shares a common parent.

14 2.6 Any time a measurement of lead content is referred to in this Consent Judgment by
15 a percentage, it means percent lead by weight.

16 2.7 The term "Shipping Compliance Date" means (a) August 1, 2007 for all Covered
17 Products other than Children's Products; and (b) February 1, 2007 for all Children's Products.

18 2.8 The term "Final Compliance Date" means (a) March 1, 2008 for all Covered
19 Products other than Children's Products; and (b) September 1, 2007 for all Children's Products.

20 2.9 The term "Initial Settling Defendants" means those Settling Defendants that were
21 named in one or more of the amended complaints filed contemporaneously herewith. The term
22 "Initial Retailer Settling Defendants" means those Initial Settling Defendants who are not Initial
23 Settling Vendors. The term "Add-On Settling Defendants" means those Settling Defendants that
24 join in the Consent Judgment pursuant to the process set forth in the Stipulation for Entry of
25 Judgment. Exhibit A to this Consent Judgment identifies each of the Initial Retailer Settling
26 Defendants, Initial Settling Vendors, and Add-On Settling Defendants that are parties to this
27 Consent Judgment.

28

1 **3. INJUNCTIVE RELIEF**

2 3.1 Reformulation of Covered Products. After the Shipping Compliance Date, a
3 Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail sale
4 in California unless the Covered Product complies with Section 3.2 or, for Children's Products,
5 Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After the Final
6 Compliance Date, no Settling Defendant shall: (1) manufacture; (ii) ship; or (iii) sell or offer for
7 sale, Covered Products for retail sale in California unless the Covered Product complies with
8 Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of
9 this Consent Judgment. Each Settling Defendant shall provide the requirements of this Consent
10 Judgment to its Suppliers of Covered Products no later than 90 days after the Effective Date, and
11 shall request each Supplier to use best efforts to provide compliant product as soon as
12 commercially practicable.

13 3.2 General Reformulation Requirements. Covered Products that are not Children's
14 Products or Body Piercing Jewelry, shall be made entirely from Class 1, Class 2, and Class 3
15 Components, or any combination thereof, as these terms are defined below and in Exhibit B.

16 3.2.1 A "Class 1 Component" is the portion of a Covered Product that contains
17 one or more of the following materials:

18 3.2.1.1 Stainless and surgical steels.

19 3.2.1.2 Karat gold.

20 3.2.1.3 Sterling silver.

21 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium

22 ("platinum group metals").

23 3.2.1.5 Natural and cultured pearls.

24 3.2.1.6 Glass, ceramic, and crystal decorative components (e.g., cat's eye,
25 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

26 3.2.1.7 Any gemstone that is cut and polished for ornamental purposes
27 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,
28 phosgenite, samarskite, vanadinite, and wulfenite.

1 Vendors, however this allocation shall not change the amount paid by each Settling Defendant
2 under Section 5.1. The \$25,000 portion of the \$100,000 penalty allocated pursuant to Health and
3 Safety Code Section 25192(a)(2) shall be divided as follows: \$13,250 to CEH; \$9,500 to the
4 Office of the California Attorney General; and \$2,250 to AYS.

5 5.1.5 All funds paid to the Attorney General pursuant to Sections 5.1.3.1,
6 5.2.1.3.3, and 5.2.1.4 shall be placed in an interest-bearing special Deposit Fund established by the
7 Attorney General. Those funds, including any interest derived therefrom, shall be used by the
8 Attorney General until all funds are exhausted, for the costs and expenses associated with the
9 enforcement and implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986
10 ("Proposition 65"), including investigations, enforcement actions, other litigation or activities as
11 determined by the Attorney General to be reasonably necessary to carry out his duties and
12 authority under Proposition 65. Such funding may be used for the costs of the Attorney General's
13 investigation, filing fees, and other court costs, payment to expert witnesses and technical
14 consultants, purchase of equipment, travel, purchase of written materials, laboratory testing,
15 sample collection, or any other cost associated with the Attorney General's duties or authority
16 under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this Section, and
17 any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney
18 General's Office and in no manner shall supplant or cause any reduction of any portion of the
19 Attorney General's budget.

20 5.2 **Payments by Add-On Defendants.** Within 45 days of the Effective Date, each
21 Add-On Settling Defendant shall pay the sum of \$40,000. The settlement payment shall be made
22 by two checks consisting of one check in the amount of \$17,500 to Defendants' Liaison Counsel,
23 payable to the Fulbright & Jaworski L.L.P. Client Trust Account, and one check in the amount of
24 \$22,500 payable to the Lexington Law Group, LLP Attorney Client Trust Account. If the Add-On
25 Settling Defendant is identified in Section 1.3 as a "Non-Settling Defendant," then it shall pay an
26 additional \$5,000, by adding \$2,500 to the payment to Defendants' Liaison Counsel and \$2,500 to
27 the payment to the Lexington Law Group, LLP Attorney Client Trust Account.

1 5.2.1 The funds paid by the Add-On Settling Defendants to Lexington Law
2 Group, LLP Attorney Client Trust Account, and any excess funds remitted by Defendants Liaison
3 Counsel pursuant to Section 5.2.2.4, shall be aggregated and distributed as follows:

4 5.2.1.1 The amount of \$5,000 shall be paid by each Add-On Settling
5 Defendant as a civil penalty pursuant to Health and Safety Code section 25249.7(b), and
6 California Code of Regulations, title 11, section 3202(b). The \$1,250 portion of each \$5,000
7 penalty payment allocated pursuant to Health and Safety Code Section 25192(a)(2) shall be
8 divided as follows: \$662 to CEH; \$475 to the Office of the California Attorney General; and \$113
9 to AYS.

10 5.2.1.2 The amount of \$1,500 shall be paid by each Add-On Settling
11 Defendant to the Proposition 65 Jewelry Testing Fund, to be used for the purpose of obtaining and
12 testing of Covered Products, and for the purpose of preparing and compiling the information and
13 documentation to support a Notice of Violation, pursuant to sections 4.2.2.3 and 4.2.2.4.

14 5.2.1.3 As payment to private Plaintiffs in lieu of penalty pursuant to Health
15 and Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b),
16 to be distributed as follows:

17 5.2.1.3.1 35% of the remaining funds from first 31 Add-Ons
18 and 70% of the remainder after 31 Add-Ons to CEH. CEH shall use such funds to continue its
19 work educating and protecting people from exposures to toxic chemicals, including heavy metals.
20 CEH shall submit a proposal to the Attorney General for use of the funds, approval of which shall
21 not be unreasonably withheld.

22 5.2.1.3.2 5% of the remaining funds from first 31 Add-Ons and
23 10% of the remainder after 31 Add-Ons to AYS. AYS shall use such funds to continue its work
24 educating and protecting people from exposures to toxic chemicals, including heavy metals. AYS
25 shall submit a proposal to the Attorney General for use of the funds, approval of which shall not
26 be unreasonably withheld.

27 5.2.1.3.3 10% of the remaining funds from first 31 Add-Ons
28 and 20% of the remainder after 31 Add-Ons to the Office of the California Attorney General. The

1 California Attorney General shall use such funds for the purpose of obtaining experts and
2 consultants, and for other costs associated with the investigation and prosecution of other actions
3 under Proposition 65.

4 5.2.1.4 As reimbursement of Plaintiffs' attorney's fees and investigation
5 costs, as follows:

6 5.2.1.4.1 27.3% of the remaining funds from first 31 Add-Ons
7 to the Office of California Attorney General.

8 5.2.1.4.2 20.1% of the remaining funds from first the Add-Ons
9 to CEH.

10 5.2.1.4.3 2.6% of the remaining funds from first 31 Add-Ons
11 to AYS.

12 5.2.2 The funds paid by the Add-On Settling Defendants to Defendants' Liaison
13 Counsel shall be aggregated and distributed to the Initial Settling Defendants for reimbursement of
14 Settlement-Related Costs that have inured to the benefit of all Settling Defendants. The funds
15 received by Initial Settling Defendants pursuant to this Section comprise a small percentage of the
16 Initial Settling Defendants' actual Settlement Related Costs. The Attorney General has reviewed
17 these Settlement Related Costs and applied the guidelines contained in 22 California Code of
18 Regulations section 3201, subdivisions (d) and (e), and determined that they are reasonable.
19 Distribution of funds for reimbursement of Settlement Related Costs shall be made pursuant to the
20 following:

21 5.2.2.1 Distribution of funds under this Section shall be apportioned 46.28%
22 to Initial Settling Vendors and 53.72% to the Initial Retailer Settling Defendants, to a cap of
23 \$1,065,729.

24 5.2.2.2 The Settlement Related Costs that qualify for reimbursement
25 pursuant to this section include the following:

26 5.2.2.2.1 No more than \$93,492 for sums paid to the mediator
27 who presided over negotiations leading to this Consent Judgment;

1 5.2.2.2 No more than \$479,737 for sums paid for experts in
2 toxicology, metallurgy and testing necessary for the development of compliance standards;

3 5.2.2.3 No more than \$492,500 for sums paid for legal
4 counsel who participated in the mediation leading to this Consent Judgment. These sums shall be
5 subject to the following limitations:

6 (a) \$7,500 to each Initial Settling Vendor

7 (b) \$10,000 to each Initial Retailer Settling
8 Defendant whose counsel participated in the Retailers' Mediation Committee, as identified on
9 Exhibit A.

10 (c) \$2,500 to each other Initial Retailer Settling
11 Defendant.

12 5.2.2.3 The funds identified Sections 5.2.2.2.1 and 5.2.2.2.2 shall be
13 distributed to each Initial Settling Vendor and each Initial Retailer Settling Defendant per capita,
14 or in such other manner as the Initial Settling Vendors and/or Initial Retailer Settling Defendants
15 shall agree among themselves, provided that no Initial Settling Defendant may recover payments
16 in excess of its actual Settlement Related Costs.

17 5.2.2.4 Within 15 days after receiving the last add-on payments, and no
18 later than 45 days after notice of entry of the Consent Judgment, Defendants' Liaison Counsel
19 shall remit to Lexington Law Group, LLP Attorney Client Trust Account any funds collected
20 pursuant to Section 5.2.2 that exceed the cap of \$1,065,729. Such excess funds shall be
21 apportioned among the plaintiffs pursuant to Section 5.2.1.

22 **6. MODIFICATION AND DISPUTE RESOLUTION**

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

26 6.2 **Modification to Reflect Add-On Defendants.** The Attorney General and
27 Defendants' Liaison Counsel may jointly file with the Court an amended Consent Judgment that
28 incorporates any modifications to Sections 1.2 and 5.2 and Exhibits A, E, and F reflecting the

1 incorporation of Add-On Defendants to this Consent Judgment pursuant to the Stipulation for
2 Entry of Judgment. The amended Consent Judgment shall be filed and served on all Parties. If no
3 Party objects within 15 days of service thereof, the Court will enter the Amended Consent
4 Judgment and this Consent Judgment will be deemed so amended.

5 **6.3 Subsequent Legislation.** If, subsequent to the Effective Date, legislation is
6 adopted that addresses the lead content of Covered Products sold in California, any Party shall be
7 entitled to request that the court modify this Consent Judgment for good cause shown.

8 **6.4 Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to
9 Covered Products other than Children's Products as follows:

10 **6.4.1 Limited Reopener of Component Designation for Certain**
11 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and
12 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been
13 designated as Class 1 Components. The Attorney General, or AYS or CEH with the written non-
14 opposition of the Attorney General, may seek to modify this Consent Judgment by seeking the re-
15 designation of any material described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a
16 Class 2 Component with a lead standard for such material, if, subsequent to the Effective Date, the
17 Attorney General, AYS, or CEH obtain information that demonstrates that such material contains
18 lead and that the use of the material in any Covered Product exposes users of the Covered Product
19 to lead in an amount greater than 0.5 micrograms per day.

20 **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this
21 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a
22 Class 2 Component with a lead specification standard.

23 **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to
24 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

25 **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component
26 if the moving party demonstrates that such material does not contain lead, or that the use of the
27 material in any Covered Product does not expose users of the Covered Product to lead in an
28 amount greater than 0.5 micrograms per day.

1 6.4.3.2 A Class 3 Component, and the materials described in Sections
2 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification
3 standard if the moving party demonstrates that use of such material at or below the standard does
4 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms
5 per day.

6 6.5 Extension of Shipping Compliance Date. A Settling Defendant that is a Supplier
7 may request an extension of any Shipping Compliance Date applicable to a Covered Product
8 under Section 3 if the Supplier can demonstrate to the Attorney General that it cannot comply with
9 the Shipping Compliance Date despite all commercially reasonable efforts to comply. Any
10 extension provided pursuant to this Section shall be conditioned upon a showing that any retailers
11 to whom the Supplier will sell the Covered Product will be able to comply with the applicable
12 Final Compliance Date(s), and all such retailers shall be considered affected Parties under
13 Section 6.6.

14 6.6 Notice; Meet and Confer. Any Party seeking to modify this Consent Judgment
15 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
16 modify the Consent Judgment.

17 7. CLAIMS COVERED AND RELEASE

18 7.1 This Consent Judgment is a full, final, and binding resolution between the People,
19 CEH, AYS, and Settling Defendants, their parents, shareholders, divisions, subdivisions,
20 subsidiaries, partners, sister companies and their successors and assigns ("Defendant Releasees"),
21 and all entities to whom they distribute or sell Covered Products, including but not limited to
22 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees
23 ("Downstream Defendant Releasees"), of any violation of Proposition 65, Business & Professions
24 Code sections 17200 et seq., or any other statutory or common law claims that have been or could
25 have been asserted in the public interest or on behalf of the general public against Settling
26 Defendants, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to
27 warn about exposure to chromium, lead, and nickel arising in connection with Covered Products
28 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date, or any claim

1 based on the facts or conduct alleged in the Complaint, or facts similar to those alleged, whether
2 based on actions committed by Settling Defendants, Defendant Releasees, or Downstream
3 Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling
4 Defendants and Defendant Releasees, resolves any issue from the Effective Date into the future
5 concerning compliance by Settling Defendants, Defendant Releasees and Downstream Defendant
6 Releasees regarding failure to warn about exposure to chromium, lead, and nickel arising in
7 connection with Covered Products manufactured, distributed or sold by Settling Defendants after
8 the Effective Date. This Section shall not apply to any Supplier that is not a Settling Defendant
9 unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

10 7.2 The People, CEH, and AYS, for themselves and acting on behalf of the public
11 interest pursuant to Health and Safety Code § 25249.7(d) and the general public pursuant to
12 Business and Professions Code § 17204, release, waive, and forever discharge any and all claims
13 against each Settling Defendant, Defendant Releasee, and Downstream Defendant Releasee
14 arising from any violation of Proposition 65, Business & Professions Code sections 17200 et seq.,
15 or any other statutory or common law claims that have been or could have been asserted in the
16 public interest or on behalf of the general public regarding the failure to warn about exposure to
17 chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed
18 or sold by Settling Defendants prior to or after the Effective Date, or any claim based on the facts
19 or conduct alleged in the Complaint, or facts similar to those alleged. This Section shall not apply
20 to any Supplier that is not a Settling Defendant unless such Supplier is a parent, subsidiary, or
21 sister company of a Settling Defendant.

22 7.3 A Covered Product sold by a Related Company identified on Exhibit A that
23 complies with the standards set forth in Section 3.2 shall be deemed to be sold in compliance with
24 the warning requirement of Proposition 65 for chromium, lead, and nickel.

25 7.4 Nothing in this Section 7 shall release, or in any way affect any rights that any
26 Settling Defendant might have against any other party, whether or not that party is a Settling
27 Defendant.
28

1 **8. PROVISION OF NOTICE**

2 8.1 When any party is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Exhibit F.
4 Any party may modify the person and address to whom the notice is to be sent by sending each
5 other party notice by certified mail and/or other verifiable form of written communication.

6 **9. COURT APPROVAL**

7 9.1 This Consent Judgment shall become effective upon entry by the Court (the
8 "Effective Date").

9 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
10 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California.

14 10.2 The Parties, including their counsel, have participated in the preparation of this
15 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
16 Consent Judgment was subject to revision and modification by the Parties and has been accepted
17 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
18 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
19 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
20 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
21 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
22 this regard, the Parties hereby waive California Civil Code section 1654.

23 **11. ATTORNEY'S FEES**

24 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent
25 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs
26 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent
27 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
28 Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

1 11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement
2 action brought pursuant to Section 4 may seek an award of attorney's fees pursuant to Code of
3 Civil Procedure § 1021.5 against a party that acted with substantial justification. The party
4 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this
5 provision shall not be construed as altering any procedural or substantive requirements for
6 obtaining such an award.

7 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
8 sanctions pursuant to law.

9 **12. ENTIRE AGREEMENT**

10 12.1 This Consent Judgment contains the sole and entire agreement and understanding
11 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
12 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
13 and therein. There are no warranties, representations, or other agreements between the Parties
14 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
15 other than those specifically referred to in this Consent Judgment have been made by any Party
16 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
17 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
18 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the
19 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be
20 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,
21 nor shall such waiver constitute a continuing waiver.

22 **13. RETENTION OF JURISDICTION**

23 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

25 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

26 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
27 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
28 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

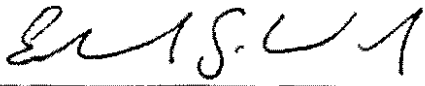
1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
10 Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
15 Dated: . 2006	AS YOU SOW By _____
19 Dated: , 2006	AIJJ ENTERPRISES, INC. By _____
23 Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC. By _____

IT IS SO STIPULATED:

1		
2	Dated: 1/25, 2006	BILL LOCKYER ATTORNEY GENERAL
3		
4		By 
5		EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
6		
7		
8	Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
9		
10		By _____
11		
12	Dated: , 2006	AS YOU SOW
13		
14		By _____
15		
16	Dated: , 2006	AIJJ ENTERPRISES, INC.
17		
18		By _____
19		
20	Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC.
21		
22		By _____
23		
24	Dated: , 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
25		
26		
27		By _____
28		

IT IS SO STIPULATED:

1

2 Dated: _____, 2006

3

4

5 By _____

6 HARRISON POLLAK
DEPUTY ATTORNEY GENERAL

7 Dated: 1/13, 2006

8 CENTER FOR ENVIRONMENTAL HEALTH

9

10 By *Michael C.*

11 Dated: _____, 2006

12 AS YOU SOW

13

14 By _____

15 Dated: _____, 2006

16 AIJJ, ENTERPRISES, INC.

17

18 By _____

19 Dated: _____, 2006

20 RAINBOW APPAREL OF AMERICA, INC.

21

22 By _____

23 Dated: _____, 2006

24 RAINBOW APPAREL DISTRIBUTION
CENTER CORP.

25

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27 By _____

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15. EXECUTION IN COUNTERPARTS

15.1 The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: _____, 2006	BILL LOCKYER ATTORNEY GENERAL By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: _____, 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
Dated: <u>1/25</u> , 2006	AS YOU SOW By <u><i>Larry Fahn</i></u> LARRY FAHN, EXECUTIVE DIRECTOR
Dated: _____, 2006	AIJJ ENTERPRISES, INC. By _____
Dated: _____, 2006	RAINBOW APPAREL OF AMERICA, INC. By _____

IT IS SO STIPULATED:

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Dated: _____, 2006	BILL LOCKYER ATTORNEY GENERAL
	By _____ HARRISON POLLAK DEPUTY ATTORNEY GENERAL

Dated: _____, 2006	CENTER FOR ENVIRONMENTAL HEALTH
	By _____

Dated: _____, 2006	AS YOU SOW
	By _____

Dated: <i>January 19, 2006</i>	AJJ, ENTERPRISES, INC.
	By _____ <i>Joseph Chehab, Vice President</i>

Dated: <i>January 18, 2006</i>	RAINBOW APPAREL OF AMERICA, INC.
	By _____ <i>Joseph Chehab, Vice President</i>

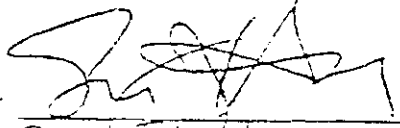
Dated: <i>January 10, 2006</i>	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
	By _____ <i>Joseph Chehab, Vice President</i>

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Dated: <i>January 12</i> , 2006	THE NEW 5-7-9 AND BEYOND, INC. By <u><i>Joseph Chehab, Vice President</i></u>
Dated: _____, 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____
Dated: _____, 2006	CBI DISTRIBUTING CORP. By _____
Dated: _____, 2006	CLAIRE'S BOUTIQUES, INC. By _____
Dated: _____, 2006	CHARLOTTE RUSSE, INC. By _____
Dated: _____, 2006	COST PLUS, INC. By _____

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Dated: _____, 2006
THE NEW 5-7-9 AND BEYOND, INC.
By _____

Dated: 1/12, 2006
**BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION**
By 
Stacy John Haigney
General Attorney

Dated: _____, 2006
CBI DISTRIBUTING CORP.
By _____

Dated: _____, 2006
CLAIRE'S BOUTIQUES, INC.
By _____

Dated: _____, 2006
CHARLOTTE RUSSE, INC.
By _____

Dated: _____, 2006
COST PLUS, INC.
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Dated: _____, 2006	THE NEW 5-7-9 AND BEYOND, INC. By _____
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Dated: _____, 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____
--------------------	--

Dated: <i>January 19, 2006</i>	CBI DISTRIBUTING CORP. By: <i>[Signature]</i> Co-Chief Executive Officer
--------------------------------	--

Dated: <i>January 19, 2006</i>	CLAIRE'S BOUTIQUES, INC. By: <i>[Signature]</i> Co-Chief Executive Officer
--------------------------------	--

Dated: _____, 2006	CHARLOTTE RUSSE, INC. By _____
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Dated: _____, 2006	COST PLUS, INC. By _____
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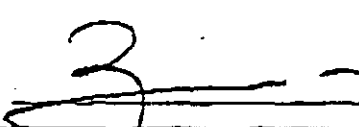
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Dated: , 2006
THE NEW 5-7-9 AND BEYOND, INC.
By _____

Dated: , 2006
**BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION**
By _____

Dated: , 2006
CBI DISTRIBUTING CORP.
By _____

Dated: , 2006
CLAIRE'S BOUTIQUES, INC.
By _____

Dated: *1/12*, 2006
CHARLOTTE RUSSE, INC.
By  _____

Dated: , 2006
COST PLUS, INC.
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Dated: <u>Jan 13</u> , 2006	EXPRESS, LLC By <u>Douglas L. Williams</u>
Dated: <u>Jan 13</u> , 2006	THE LIMITED STORES, INC. By <u>Douglas L. Williams</u>
Dated: <u>Jan 13</u> , 2006	VICTORIA'S SECRET STORES, LLC By <u>Douglas L. Williams</u>
Dated: <u>Jan 13</u> , 2006	VICTORIA'S SECRET DIRECT, LLC By <u>Douglas L. Williams</u>
Dated: _____, 2006	FEDERATED DEPARTMENT STORES, INC. By _____
Dated: _____, 2006	MACY'S WEST, INC. By _____

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By _____

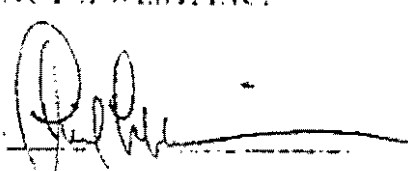
Dated: , 2006 VICTORIA'S SECRET STORES
By _____

Dated: , 2006 VICTORIA'S SECRET DIRECT
By _____

Dated: , 2006 VICTORIA'S SECRET BEAUTY
By _____

Dated: , 2006 FEDERATED DEPARTMENT STORES, INC.
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Dated: <u>January 12, 2006</u>	MACY'S WEST, INC. By: 
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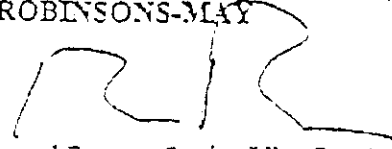
Dated: _____, 2006	FEDERATED RETAIL HOLDINGS, INC. By: _____
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Dated: _____, 2006	FOREVER 21, INC. By: _____
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Dated: _____, 2006	FOREVER 21 RETAIL, INC. By: _____
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Dated: _____, 2006	GOTTSCHALKS, INC. By: _____
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Dated: _____, 2006	GROUP USA APPAREL, INC. By: _____
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Dated: , 2006	MACY'S WEST, INC. By _____
Dated: 1/13 , 2006	FEDERATED RETAIL HOLDINGS, INC. D/B/A ROBINSONS-MAY  By: Bernard Powers, Senior Vice President
Dated: , 2006	FOREVER 21, INC. By _____
Dated: , 2006	FOREVER 21 RETAIL, INC. By _____
Dated: , 2006	GOTTSCHALKS, INC. By _____
Dated: , 2006	GROUP USA APPAREL, INC. By _____

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Dated: 2006

TOYS "R" US, INC.

By

Dated: 2006

THE WALT DISNEY WORLD CO.

By

Dated: 2005

FOREVER 21, INC. and
FOREVER 21 RETAIL, INC.

By

Dated: 1/13 2006

*JOSE S. KIM, SVP
FRANCHISE DEVELOPMENT
FOREVER 21 RETAIL, INC.*

Dated: 2006

By

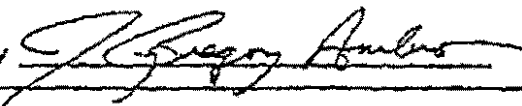
Dated: 2006

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EXHIBIT A-10000
NOTICE
March

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5	Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC.
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Dated: _____, 2006	MACY'S WEST, INC.
	By _____

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	By _____


Dated: _____, 2006	FOREVER 21, INC.
	By _____

Dated: _____, 2006	FOREVER 21 RETAIL, INC.
	By _____

Dated: _____, 2006	GOTTSCHALKS, INC.
	By _____

Dated: <i>JAN. 12</i> , 2006	GROUP USA APPAREL, INC.
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Dated: , 2006	HOT TOPIC, INC. By 
Dated: , 2006	HUB DISTRIBUTING, INC. By _____
Dated: , 2006	J.C. PENNEY CORPORATION, INC. By _____
Dated: , 2006	KOHL'S CORPORATION By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC. By _____
Dated: , 2006	KMART CORPORATION By _____

Dated: , 2006	HOT TOPIC, INC. By _____
Dated: , 2006	HUB DISTRIBUTING, INC. By <u>William Langsdorf</u> WILLIAM LANGSDORF SENIOR VICE PRESIDENT
Dated: , 2006	J.C. PENNEY CORPORATION, INC. By _____
Dated: , 2006	KOHL'S CORPORATION By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC. By _____
Dated: , 2006	KMART CORPORATION By _____

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Dated: , 2006

HUB DISTRIBUTING, INC.

By _____

Dated: *Jul 20*, 2006

J.C. PENNEY CORPORATION, INC.

By *Cindy P. Connor*

Dated: , 2006

KOHL'S CORPORATION

By _____

Dated: , 2006

KOHL'S DEPARTMENT STORES, INC.

By _____

Dated: , 2006

KMART CORPORATION

By _____

Dated: , 2006

JOE BOXER COMPANY, INC.

By _____

1	Dated: , 2006	HOT TOPIC, INC.
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5	Dated: , 2006	HUB DISTRIBUTING, INC.
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9	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
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12		By _____
13	Dated: JAN. 10 , 2006	KOHL'S CORPORATION
14		
15		
16		By <u>Peggy Eshenan</u> EVP of Product Development
17	Dated: JAN. 10 , 2006	KOHL'S DEPARTMENT STORES, INC.
18		
19		
20		By <u>Peggy Eshenan</u> EVP of Product Development
21	Dated: , 2006	KMART CORPORATION
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Dated: , 2006	HUB DISTRIBUTING, INC.
	By _____

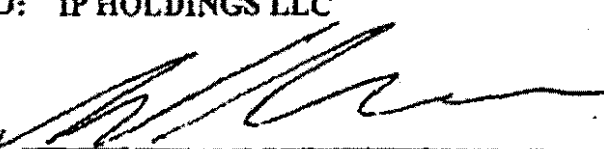
Dated: , 2006	J.C. PENNEY CORPORATION, INC.
	By _____

Dated: , 2005	KOHL'S CORPORATION
	By _____


Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
	By _____

Dated: January 17, 2006	KMART CORPORATION
	By <u>MARY TEKLE</u>

Dated: , 2006	JOE BOXER COMPANY, INC.
	By _____

1	Dated: , 2006	HUB DISTRIBUTING, INC.
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5	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
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7		By _____
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9	Dated: , 2006	KOHL'S CORPORATION
10		
11		By _____
12	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
13		
14		By _____
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16	Dated: , 2006	KMART CORPORATION
17		
18		By _____
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20	Dated: JAN. 19 , 2006	JOE BOXER COMPANY, INC. - ASSIGNED TO: IP HOLDINGS LLC
21		
22		By 
23		Warren Clamen, President
24		IP Holdings and Management Corp.
25		Its Sole Manager
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Dated: _____, 2006	 By _____
Dated: January 17, 2006	SEARS ROEBUCK AND CO. By <u>Mary Terrence</u>
Dated: _____, 2006	LANE BRYANT, INC. By _____
Dated: _____, 2006	LERNER NEW YORK, INC. By _____
Dated: _____, 2006	LIMITED TOO STORE PLANNING, INC. By _____
Dated: _____, 2006	TOO, INC. By _____

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Dated: _____, 2006	 By _____
Dated: _____, 2006	SEARS ROEBUCK AND CO. By _____
Dated: _____, 2006	LANE BRYANT, INC. By _____
Dated: _____, 2006	LERNER NEW YORK, INC. By _____
Dated: <u>4/17</u> , 2006	LIMITED TOO STORE PLANNING, INC. By <u>William May</u>
Dated: <u>4/17</u> , 2006	TOO, INC. By <u>William May</u>


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Dated: , 2006	TOO, INC. By _____
Dated: <i>Feb 17</i> , 2006	LONGS DRUG STORES CALIFORNIA, INC. Senior Vice President and General Counsel By <i>[Signature]</i>
Dated: , 2006	MERVYN'S, LLC By _____
Dated: , 2006	NORDSTROM, INC. By _____
Dated: , 2006	ROSS STORES, INC. By _____
Dated: , 2006	STYLES FOR LESS, INC. By _____

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Dated: , 2006
TOO, INC.
By _____

Dated: , 2006
LONGS DRUG STORES CALIFORNIA, INC.
By _____

Dated: , 2006
MERVYN'S, LLC
By 

Dated: , 2006
NORDSTROM, INC.
By _____


Dated: , 2006
ROSS STORES, INC.
By _____

Dated: , 2006
STYLES FOR LESS, INC.
By _____

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9	Dated: _____, 2006	NORDSTROM, INC.
10		
11		By <u>Margaret-Myers</u>
12	Dated: _____, 2006	ROSS STORES, INC.
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14		By _____
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16	Dated: _____, 2006	STYLES FOR LESS, INC.
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20	Dated: _____, 2006	TARGET CORPORATION
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22		By _____

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Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC. By _____
Dated: , 2006	MERVYN'S, LLC By _____
Dated: , 2006	NORDSTROM, INC. By _____
Dated: , 2006	ROSS STORES, INC. By  MARK S. ASKANAS GENERAL COUNSEL & SENIOR VICE PRESIDENT
Dated: , 2006	STYLES FOR LESS, INC. By _____
Dated: , 2006	TARGET CORPORATION By _____

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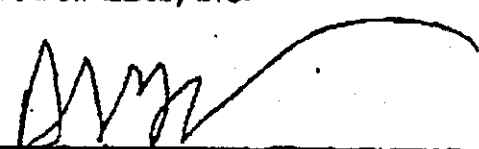
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TOO, INC.
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LONGS DRUG STORES CALIFORNIA, INC.
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MERVYN'S, LLC
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NORDSTROM, INC.
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ROSS STORES, INC.
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Dated: 1-24 - , 2006
STYLES FOR LESS, INC.
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Dated: _____, 2006	LONGS DRUG STORES CALIFORNIA, INC. By _____
Dated: _____, 2006	MERVYN'S, LLC By _____
Dated: _____, 2006	NORDSTROM, INC. By _____
Dated: _____, 2006	ROSS STORES, INC. By _____
Dated: _____, 2006	STYLES FOR LESS, INC. By _____
Dated: Jan. 12, 2006	TARGET CORPORATION By <u><i>John Paul</i></u>

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Dated: _____, 2006
TARGET CORPORATION

By _____

Dated: January 9, 2006
THE BUCKLE, INC.

By Karen B. Thoms

Dated: _____, 2006
TOYS "R" US, INC.

By _____

Dated: _____, 2006
WALGREEN CO.

By _____

Dated: _____, 2006
[REDACTED]

By _____

Dated: _____, 2006
THE WALT DISNEY WORLD CO.


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Dated: , 2006 THE BUCKLE, INC.
By _____

Dated: January 23, 2006 TOYS "R" US, INC.
By *Ernest J. Huxford*
S.V.P. Consulting & Personal Services

Dated: , 2006 WALGREEN CO.
By _____

Dated: , 2006 
By _____


Dated: , 2006 WALT DISNEY WORLD CO.
By _____

Dated: , 2006 THE WET SEAL, INC.
By _____

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Dated: , 2006	TARGET CORPORATION
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Dated: , 2006	THE BUCKLE, INC.
	By _____
Dated: , 2006	TOYS "R" US, INC.
	By _____
Dated: <i>January 11</i> , 2006	WALGREEN CO.
	By <i>Arthur J. J...</i>
Dated: , 2006	
	By _____
Dated: , 2006	THE WALT DISNEY WORLD CO.
	By _____

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Dated: , 2006 THE BUCKLE, INC.
 By _____

Dated: , 2006 TOYS "R" US, INC.
 By _____

Dated: , 2006 WALGREEN CO.
 By _____

Dated: , 2006 ~~XX~~
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Dated: 1/12, 2006 WALT DISNEY WORLD CO.
 By John D. [Signature]

Dated: , 2006 THE WET SEAL, INC.
 By _____

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Dated: , 2006	THE BUCKLE, INC. By _____
Dated: , 2006	TOYS "R" US, INC. By _____
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	 By _____
Dated: , 2006	WALT DISNEY WORLD CO. By _____
Dated: Jan. 24, 2006	THE WET SEAL, INC. AND DBA ARDEN B By  John Luttrell, Chief Financial Officer

REPT
PAPER

<p>1 Dated: Jan 24, 2006</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p>	<p>THE WET SEAL RETAIL, INC. AND DBA ARDEN B</p> <p>By <u>John Luttrell</u></p> <p>John Luttrell, Chief Financial Officer</p>
<p>7 Dated: _____, 2006</p> <p>8</p> <p>9</p>	<p>ZUMIEZ, INC.</p> <p>By _____</p>
<p>10 Dated: _____, 2006</p> <p>11</p> <p>12</p>	<p>ADINA, INC.</p> <p>By _____</p>
<p>14 Dated: _____, 2006</p> <p>15</p> <p>16</p>	<p>ARDEN JEWELRY MANUFACTURING COMPANY, INC.</p> <p>By _____</p>
<p>18 Dated: _____, 2006</p> <p>19</p> <p>20</p>	<p>BALLET JEWELS, L.L.C.</p> <p>By _____</p>
<p>22 Dated: _____, 2006</p> <p>23</p> <p>24</p>	<p>BERNARDO MANUFACTURING</p> <p>By _____</p>

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Dated: , 2006	THE WET SEAL, INC. By _____
Dated: , 2006	THE WET SEAL RETAIL, INC. By _____
Dated: , 2006	ZUMIEZ, INC. By <u>B. Morris</u>
Dated: , 2006	ADINA, INC. By _____
Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By _____
Dated: . , 2006	BALLET JEWELS, L.L.C. By _____

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Dated: , 2006
THE WET SEAL, INC.
By _____

Dated: , 2006
THE WET SEAL RETAIL, INC.
By _____

Dated: , 2006
ZUMIEZ, INC.
By _____

Dated: 1/10, 2006
ADINA, INC.
By *Zer Reja*

Dated: , 2006
ARDEX JEWELRY MANUFACTURING COMPANY, INC.
By _____

Dated: , 2006
BALLET JEWELS, L.L.C.
By _____

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Dated: , 2006

THE WET SEAL, INC.

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Dated: , 2006

THE WET SEAL RETAIL, INC.

By _____

Dated: , 2006

ZUMIEZ, INC.

By _____

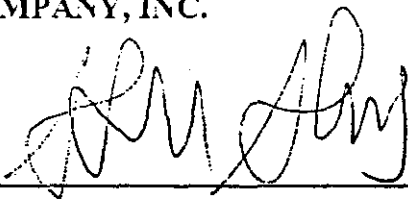
Dated: , 2006

ADINA, INC.

By _____

Dated: 1/9 , 2006

**ARDEN JEWELRY MANUFACTURING
COMPANY, INC.**

By  _____

Dated: , 2006

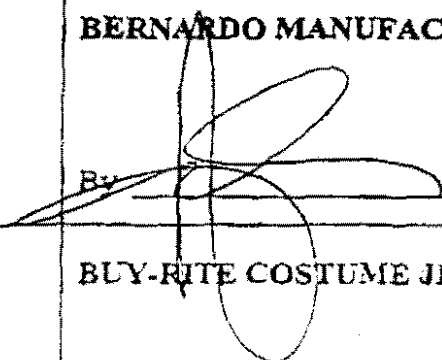
BALLET JEWELS, L.L.C.

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Dated: , 2006	THE WET SEAL, INC. By _____
Dated: , 2006	THE WET SEAL RETAIL, INC. By _____
Dated: , 2006	ZUMIEZ, INC. By _____
Dated: , 2006	ADINA, INC. By _____
Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By _____
Dated: 1/10 , 2006	BALLET JEWELS, L.L.C. By <u>Thomas P. Bass</u> Chief Executive Officer

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Dated: 11/11, 2006	BERNARDO MANUFACTURING By  11/11/06
Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC. By _____
Dated: , 2006	BUY-RITE DESIGNS, INC. By _____
Dated: , 2006	CAROL DAUPLAISE, LTD. By _____
Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: , 2006	CAROL INCORPORATED By _____

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Dated: _____, 2006	BERNARDO MANUFACTURING By _____
Dated: <i>January 9</i> , 2006	BUY-RITE COSTUME JEWELRY, INC. By <i>[Signature]</i>
Dated: _____, 2006	BUY-RITE DESIGNS, INC. By _____
Dated: _____, 2006	CAROL DAUPLAISE, LTD. By _____
Dated: _____, 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: _____, 2006	CAROL INCORPORATED By _____

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Dated: , 2006

BERNARDO MANUFACTURING

By _____

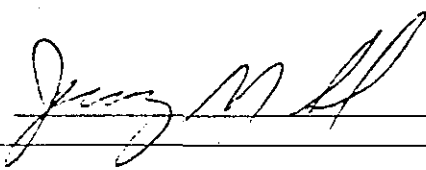
Dated: , 2006

BUY-RITE COSTUME JEWELRY, INC.

By _____

Dated: , 2006

BUY-RITE DESIGNS, INC.

By  _____

Dated: , 2006

CAROL DAUPLAISE, LTD.

By _____

Dated: , 2006

CAROL FOR EVA GRAHAM, INC.

By _____

Dated: , 2006

CAROL INCORPORATED


By _____

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9	Dated: _____, 2006	BUY-RITE DESIGNS, INC.
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13	Dated: 1/11, 2006	CAROL DAUPLAISE, LTD.
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16		By <u>Carol Dauplaise</u>
17	Dated: _____, 2006	CAROL FOR EVA GRAHAM, INC.
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Dated: January 10 , 2006	CAROL FOR EVA GRAHAM, INC. <i>Carol Graham</i> By CAROL FOR EVA GRAHAM _____
Dated: , 2006	CAROLE INCORPORATED By _____
Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE By _____
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC. By _____
Dated: , 2006	DANECRAFT, INC. By _____
Dated: , 2006	ERICA LYONS

1/10/2006

Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By
Dated: <i>Jan. 9</i> , 2006	CAROLE INCORPORATED By 
Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE By
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By
Dated: , 2006	CRIMZON ROSE By
Dated: , 2006	DANECRAFT, INC. By

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Dated: , 2006

RETAIL BRAND ALLIANCE, INC. D/B/A
CAROLEE

By Eugene Feola
Eugene Feola, Vice President

Dated: , 2006

CATHERINE STEIN DESIGNS, INC.

By _____

Dated: , 2006

CRIMZON ROSE ACCESSORIES, INC.

By _____

Dated: , 2006

DANECRAFT, INC.

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Dated: , 2006

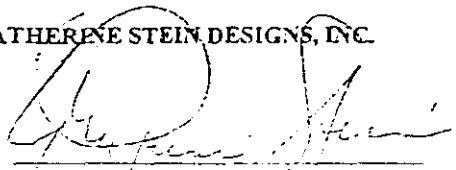
ERICA LYONS

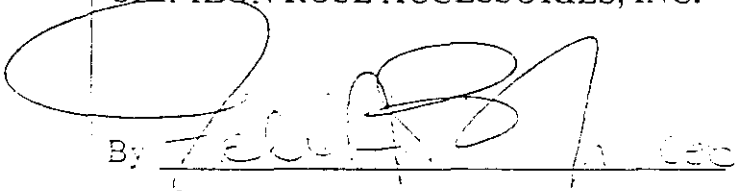
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Dated: , 2006

FAD TREASURES

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RETAIL BRAND ALLIANCE, INC. D/B/A
CAROLEE

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Dated: , 2006

CATHERINE STEIN DESIGNS, INC.

By _____

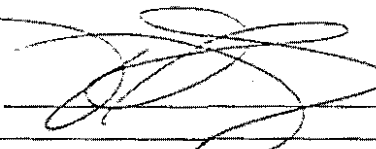
Dated: , 2006

CRIMZON ROSE

By _____

Dated: 1/12 , 2006

DANECRAFT, INC.

By  CEO - DANECRAFT, INC.

Dated: , 2006

ERICA LYONS

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Dated: , 2006

FAD TREASURES

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Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC. By _____
Dated: , 2006	DANECRAFT, INC. By _____
Dated: , 2006	ERICA LYONS By <u>Erica Lyons</u>
Dated: , 2006	FAD TREASURES By _____
Dated: , 2006	F.A.F., INC. By _____

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Dated: , 2006

**RETAIL BRAND ALLIANCE, INC. D/B/A
CAROLEE**

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Dated: , 2006

CATHERINE STEIN DESIGNS, INC.

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Dated: , 2006

CRIMZON ROSE

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Dated: , 2006

DANECRAFT, INC.

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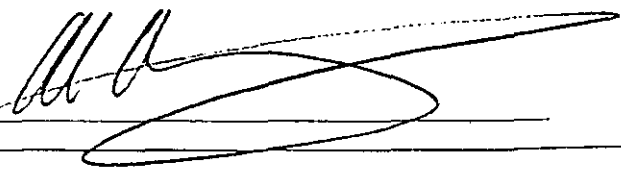
Dated: , 2006

ERICA LYONS


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Dated: 1/11, 2006

FAD TREASURES

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Dated: 1/11, 2006	F.A.F., INC By 
Dated: , 2006	FASHION ACCENTS, INC. By _____
Dated: , 2006	FIESTA JEWELRY, INC. By _____
Dated: , 2006	FINESSE NOVELTY CORPORATION. D B A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY By _____
Dated: , 2006	GIGI ACCESSORIES By _____
Dated: , 2006	HABITAT, INC. By _____

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Dated: , 2006

F.A.F., INC.

By _____

Dated: *JAN. 10* , 2006

FASHION ACCENTS, INC.

By *[Signature]*

Dated: , 2006

FIESTA JEWELRY, INC.

By _____

Dated: , 2006

FINESSE NOVELTY CORPORATION

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GIGI ACCESSORIES

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Dated: , 2006

HABITAT, INC.

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Dated: , 2006 FASHION ACCENTS, INC.
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Dated: , 2006 FIESTA JEWELRY, INC
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Dated: , 2006 FINESSE NOVELTY CORP., D/B/A
ACCESSORY SOLUTIONS AND AMBIANCE
ACCESSORY
By _____

Dated: , 2006 GIGI ACCESSORIES
By _____

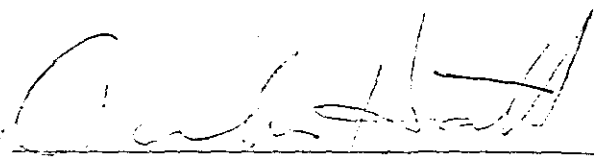
Dated: 1/17 , 2006 HABITAT, INC.
By MSclp

Dated: , 2006 JJAMZ, INC.
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Dated: , 2006
F.A.F., INC.
By _____

Dated: , 2006
FASHION ACCENTS, INC.
By _____

Dated: 1/9 , 2006
FIESTA JEWELRY, INC.
By 

Dated: , 2006
FINESSE NOVELTY CORPORATION
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Dated: , 2006
GIGI ACCESSORIES
By _____

Dated: , 2006
HABITAT, INC.
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Dated: , 2006

FASHION ACCENTS, INC.

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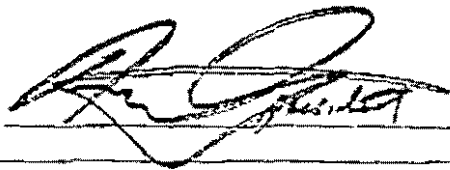
Dated: , 2006

FIESTA JEWELRY, INC.

By _____

Dated: *January 13*, 2006

FINESSE NOVELTY CORP., D.B/A
ACCESSORY SOLUTIONS, AMBLANCE
ACCESSORY, AND JEWELRY SALES

By  _____

Dated: , 2006

GIGI ACCESSORIES

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Dated: , 2006


HABITAT, INC.

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Dated: , 2006

JJAMZ, INC.

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Dated:	, 2006	F.A.F., INC.	
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Dated:	, 2006	FIESTA JEWELRY, INC.	
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Dated:	, 2006	FINESSE NOVELTY CORPORATION	
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Dated:	, 2006	GIGI ACCESSORIES	
<i>1/17/06</i>		By 	
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Dated:	, 2006	JJAMZ, INC.	
		By	
Dated:	, 2006	K&M ASSOCIATES, L.P.	

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Dated: 6/13, 2006	K&M ASSOCIATES, L.P. By <u>William Edwards</u> VICE PRESIDENT OF RIMPAR, INC.
Dated: , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: , 2006	LIZ CLAIBORNE, INC. By _____
Dated: , 2006	HASKELL JEWELS, LTD. By _____

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Dated: _____, 2006
JJAMZ, INC.
By _____

Dated: _____, 2006
K&M ASSOCIATES, L.P.
By _____

Dated: 1/10, 2006
KENILWORTH CREATIONS
By *Eric Schaff*

Dated: _____, 2006
KERISSA CREATIONS
By _____

Dated: _____, 2006
KEY ITEM SALES, INC.
By _____

Dated: _____, 2006
LIZ CLAIBORNE, INC.
By _____

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Dated: _____, 2006

JJAMZ, INC.

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Dated: _____, 2006

K&M ASSOCIATES, L.P.

By _____

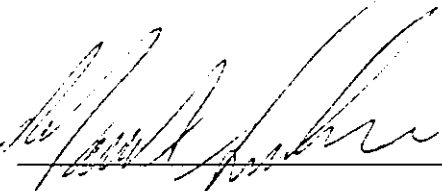
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KENILWORTH CREATIONS

By _____

Dated: *1/13/06*, 2006

KERISSA CREATIONS

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KEY ITEM SALES, INC.

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Dated: _____, 2006

LIZ CLAIBORNE, INC.

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Dated: , 2006	JJAMZ, INC. By _____
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: <i>Jan 12</i> 2006	KEY ITEM SALES, INC. By <i>Shelia Rappert</i>
Dated: , 2006	LIZ CLAIBORNE, INC. By _____

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Dated: _____, 2006

JJAMZ, INC.

By _____

Dated: _____, 2006

K&M ASSOCIATES, L.P.

By _____

Dated: _____, 2006

KENILWORTH CREATIONS

By _____

Dated: _____, 2006

KERISSA CREATIONS

By _____

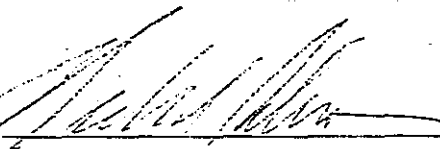
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KEY ITEM SALES, INC.

By _____

Dated: *January 12*, 2006

LIZ CLAIBORNE, INC.

By 

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4		By <u>Laurel Falk</u>
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY
6		JEWELRY COMPANY
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10	Dated: , 2006	ORION FASHIONS, INC.
11		
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13		By _____
14	Dated: , 2006	RAINBOW SALES INCORPORATED
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16		
17		By _____
18	Dated: , 2006	JEWELRY FASHIONS, INC.
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22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
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Dated: , 2006

HASKELL JEWELS, LTD.

By _____

Dated: 1/10, 2006

**MJM JEWELRY CORP., D/B/A BERRY
JEWELRY COMPANY**

By Matthew Berry

Dated: , 2006

ORION FASHIONS, INC.

By _____

Dated: , 2006

RAINBOW SALES INCORPORATED

By _____

Dated: , 2006

JEWELRY FASHIONS, INC.

By _____

Dated: , 2006

SCORPIO ACCESSORIES, LLC

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Dated: , 2006

HASKELL JEWELS, LTD.

By _____


Dated: , 2006

**MJM JEWELRY CORP., D/B/A BERRY
JEWELRY COMPANY**

By _____

Dated: *JAN 11* , 2006

ORION FASHIONS, INC.

By  _____

Dated: , 2006

RAINBOW SALES INCORPORATED

By _____

Dated: , 2006

JEWELRY FASHIONS, INC.

By _____

Dated: , 2006

SCORPIO ACCESSORIES, LLC

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HASKELL JEWELS, LTD.

By _____

Dated: , 2006

MJM JEWELRY CORP.

By _____

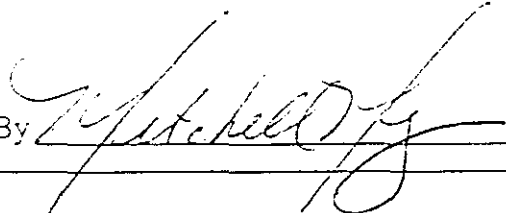
Dated: , 2006

ORION FASHIONS, INC.

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Dated: *JAN, 11* , 2006

RAINBOW SALES INCORPORATED

By  _____

Dated: , 2006

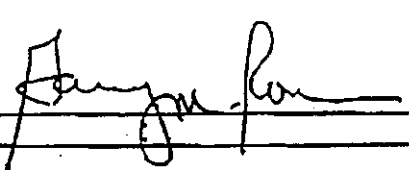
JEWELRY FASHIONS, INC.

By _____

Dated: , 2006

SCORPIO ACCESSORIES, LLC

By _____

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18	Dated: JAN. 12, 2006	JEWELRY FASHIONS, INC.
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**MJM JEWELRY CORP., D/B/A BERRY
JEWELRY COMPANY**

By _____

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ORION FASHIONS, INC.

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Dated: , 2006

RAINBOW SALES INCORPORATED

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Dated: , 2006

JEWELRY FASHIONS, INC.

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Dated: *1/18/06*, 2006

SCORPIO ACCESSORIES, LLC

By *Michael J. Mann*

Dated: , 2006

SHALOM INTERNATIONAL, CORP.

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Dated: _____, 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY By _____
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Dated: _____, 2006	SCORPIO ACCESSORIES, LLC By _____
Dated: 11/17, 2006	SHALOM INTERNATIONAL, CORP. EDWARD STROUDEL, CFO By <u>Edward Stroudel</u>

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SHALOM INTERNATIONAL, CORP.

By _____

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STEPHAN & CO.

8 By  _____

9 Dated: , 2006
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TANYA CREATIONS, INC.

12 By _____

13 Dated: , 2006
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TSI HOLDING COMPANY

16 By _____

17 Dated: , 2006
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VETTA JEWELRY, INC.

20 By _____

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VICTORIA + CO., LTD.

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Dated: _____, 2006

SHALOM INTERNATIONAL, CORP.

By _____

Dated: _____, 2006

STEPHAN & CO.

By _____

Dated: *1/11*, 2006

TANYA CREATIONS, INC.

By *Joseph A. Dent*

Dated: _____, 2006

TSL HOLDING COMPANY

By _____

Dated: _____, 2006

VETTA JEWELRY, INC.

By _____

Dated: _____, 2006

VICTORIA + CO., LTD.

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SHALOM INTERNATIONAL, CORP.

By _____

Dated: , 2006

STEPHAN & CO.

By _____

Dated: , 2006

TANYA CREATIONS, INC.

By _____

Dated: *JAN 10*, 2006

TSI HOLDING COMPANY

By *[Signature]*, **Vice President**

Dated: , 2006

VETTA JEWELRY, INC.

By _____

Dated: , 2006

VICTORIA + CO., LTD.

By _____

1	Dated: , 2006	SHALOM INTERNATIONAL, CORP.
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9	Dated: , 2006	TANYA CREATIONS, INC.
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13	Dated: , 2006	TSI HOLDING COMPANY.
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16		By _____
17	Dated: <i>January 10</i> , 2006	VETTA JEWELRY, INC.
18		
19		
20		By <i>[Signature]</i> <i>MARY WALSH President</i>
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Dated: _____, 2006

SHALOM INTERNATIONAL, CORP.

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Dated: _____, 2006

STEPHAN & CO.

By _____

Dated: _____, 2006

TANYA CREATIONS, INC.

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Dated: _____, 2006

TSI HOLDING COMPANY

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Dated: _____, 2006

VETTA JEWELRY, INC.

By _____

Dated: 1/11, 2006

VICTORIA + CO., LTD.

RICHARD M. ANDREOLI
PRESIDENT / COO

By *Richard M. Andreoli*
1/11/06

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Dated: Jan. 10, 2006

CATHERINE'S, INC.

By 

Thomas M. Smith, Vice President

Dated: Jan. 10, 2006

FASHION BUG RETAIL COMPANIES, INC.

By 

John J. Sullivan, Vice President

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Dated: 1/11/06, 2006

AEROPOSTALE, INC.

By *Ed Kelly*

Dated: , 2006

AMERICAN EAGLE OUTFITTERS, INC.

By _____

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Dated: , 2006

AEROPOSTALE, INC.

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By _____

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Dated: 1/13 , 2006

AMERICAN EAGLE OUTFITTERS, INC.

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By *Neil Baker Jr*

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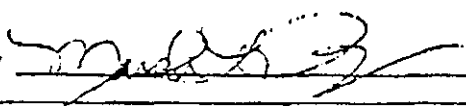
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Dated: , 2006

DD'S DISCOUNTS

By 
MARK S. ASTANAS
GENERAL COUNSEL & SENIOR VICE PRESIDENT

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Dated: , 2006	DISNEY ENTERPRISES, INC. By <u></u>
Dated: , 2006	THE ASSOCIATED MERCHANDISING CORPORATION By _____

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CONSENT JUDGMENT

UMENT PREPARED
RECYCLED PAPER

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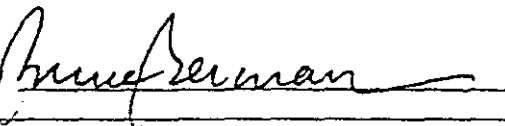
Dated: _____, 2006	DISNEY ENTERPRISES, INC. By _____
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Dated: Jan. 12, 2006	THE ASSOCIATED MERCHANDISING CORPORATION By <u>Robin Paul</u>
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Dated: Jan 16, 2006

BLOOMINGDALES

By 

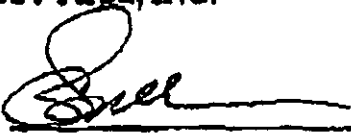
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Dated: <u>1/17</u> , 2006	JUSTICE STORES LLC By <u>Sally A. Boyer</u>
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Dated: 20 Jan , 2006	MONOGRAM INTERNATIONAL, INC. By <u>Vesilaloe</u>
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Dated: , 2006	COST PLUS, INC. By 
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- 46 -

CONSENT JUDGMENT

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**IT IS SO ORDERED, ADJUDGED,
AND DECREED**

Dated:

Hon.
Judge of the Superior Court of the State of California

1 **Affiliates: The Limited Stores, Inc.; Victoria's Secret Stores, LLC; and**
2 **Victoria's Secret Direct, LLC**

3 I. Federated Department Stores, Inc.; Macy's West, Inc.; and Federated Retail
4 Holdings, Inc. d/b/a Robinsons-May (sued and served herein as "The May Department Store
5 Company, Inc.") (*Mediation Committee*)

6 **Affiliate: Bloomingdale's**

7 J. Forever 21, Inc. and Forever 21 Retail, Inc.

8 K. Gottschalks, Inc.

9 L. Group USA Apparel, Inc.

10 M. Hot Topic, Inc. (*Mediation Committee*)

11 N. Hub Distributing, Inc.

12 **Related Companies: Anchor Blue Retail Group, Inc.**

13 O. J.C. Penney Corporation, Inc. (*Mediation Committee*)

14 P. Kohl's Corporation and Kohl's Department Stores, Inc.

15 Q. Kmart Corporation; Joe Boxer Company, Inc.; and Sears Roebuck and Co.

16 (*Mediation Committee*)

17 R. Lane Bryant, Inc. (*Mediation Committee*)

18 **Affiliates: Catherines, Inc. and Fashion Bug Retail Companies, Inc.**

19 S. Lerner New York, Inc.

20 T. Limited Too Store Planning, Inc. and Too, Inc. (*Mediation Committee*)

21 **Affiliate: Justice Stores LLC**

22 U. Longs Drug Stores California, Inc.

23 V. Mervyn's, LLC (*Mediation Committee*)

24 W. Monogram International, Inc.

25 X. Nordstrom, Inc. (*Mediation Committee*)

26 Y. Ross Stores, Inc. (*Mediation Committee*)

27 **Affiliate: dd's DISCOUNTS**

28 Z. Styles for Less, Inc.

1 AA. Target Corporation (*Mediation Committee*)

2 Affiliate: The Associated Merchandising Corporation

3 BB. The Buckle, Inc. (*Mediation Committee*)

4 CC. Toys "R" Us, Inc. (*Mediation Committee*)

5 DD. Walgreen Co.

6 Related Company: East-West Distributing Co., a wholly owned
7 subsidiary of Walgreen Co.

8 EE. Walt Disney World Co. (*Mediation Committee*)

9 Affiliate: Disney Enterprises, Inc.

10 FF. The Wet Seal, Inc., and The Wet Seal Retail, Inc. (*Mediation Committee*)

11 GG. Zumiez, Inc.

12 2. INITIAL SETTLING VENDORS

13 A. Adina Inc.

14 B. Arden Jewelry Manufacturing Company, Inc.

15 C. Ballet Jewels L.L.C.

16 D. Bernardo Manufacturing

17 E. Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.

18 F. Carol Dauplaise Ltd.

19 G. Carol for Eva Graham, Inc.

20 H. Carole Inc.

21 I. Retail Brand Alliance, Inc. d/b/a Carolee

22 J. Catherine Stein Designs, Inc.

23 K. Crimson Rose Accessories, Inc.

24 L. Danecraft, Inc.

25 M. Erica Lyons

26 N. FAD Treasures

27 O. F.A.F, Inc.

28 P. Fashion Accents, Inc.

35025277.2

- 1 Q. Fiesta Jewelry, Inc.
- 2 R. Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and
- 3 Jewelry Sales
- 4 S. Gigi Accessories
- 5 T. Habitat, Inc.
- 6 U. JJamz, Inc.
- 7 V. K&M Associates, L.P.
- 8 W. Kenilworth Creations
- 9 X. Kerissa Creations
- 10 Y. Key Item Sales, Inc.
- 11 Z. Liz Claiborne, Inc.
- 12 AA. Haskell Jewels, LTD
- 13 BB. MJM Jewelry Corp., d/b/a Berry Jewelry Company
- 14 CC. Orion Fashions, Inc.
- 15 DD. Rainbow Sales Incorporated
- 16 EE. Jewelry Fashions, Inc.
- 17 FF. Scorpio Accessories, LLC
- 18 GG. Shalom International Corp.
- 19 HH. Stephan & Co.
- 20 II. Tanya Creations, Inc.
- 21 JJ. TSI Holding Company
- 22 KK. Vetta Jewelry, Inc.
- 23 LL. Victoria + Co. LTD

24 3. ADD-ON DEFENDANTS

1 **EXHIBIT B (CLASS 1, 2, AND 3 COMPONENTS AND BODY PIERCING JEWELRY)**

2 **CLASS 1 COMPONENTS**

3 Stainless and surgical steels

4 Karat gold

5 Sterling silver

6 Platinum, palladium, iridium, ruthenium, rhodium, or osmium ("platinum group metals")

7 Natural and cultured pearls.

8 Glass, ceramic, and crystal decorative components (e.g., cat's eye, cubic zirconia
9 (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonne).

10 Any gemstone that is cut and polished for ornamental purposes except the following:
11 aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite,
12 samarskite, vanadinite, and wulfenite.

13 Elastic, fabric, ribbon, rope, and string with no intentional lead and not otherwise listed as
14 a Class 2 component.

15 Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell,
16 wood) that are in their natural state or are treated in a way that does not add lead.

17 Adhesives

18 **CLASS 2 COMPONENTS**

COMPONENT	LEAD CONTENT LIMITS
Metal substrates that are electroplated	Metal alloys with less than 10 percent lead by weight ("88 metal") that are electroplated with suitable under and finish coats and that are plated utilizing the Best Management Practices described in Exhibit C. For Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in

	California, and for products sold or offered for retail sale in California by a Settling Defendant after August 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight ("92 metal") that are electroplated with suitable under and finish coats and that are plated utilizing the Best Management Practices described in Exhibit C.
Unplated metal not defined as Class 1 Components.	1.5%
Metal (plated and unplated) used in Children's Products	0.06% (600 ppm)
Plastic Rubber (e.g., acrylic, polystyrene, plastic beads/stones, polyvinyl chloride (PVC))	0.06% (600 ppm). For Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California, and for products sold or offered for retail sale in California by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent (200 ppm) lead by weight
Dyes, and Surface Coatings	0.06% (600 ppm)
Glass and crystal decorative components used in Children's Products	No more than 1.0 grams total glass or decorative crystal components

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1 **EXHIBIT C (BEST MANAGEMENT PRACTICES FOR PLATING FACILITIES)**

2 **PRE-PLATING PROCEDURE**

3 The pieces must be cleaned. Any polishing compound must be removed before plating by
4 cleaning with aqueous cleaning solution or solvent and rinsed with water.

5 The pieces must be activated.

6 The pieces must be rinsed in clean water before plating.

7 **PLATING BATH MAINTENANCE**

8 The temperature of each plating bath must be controlled to the appropriate temperature in
9 accordance with the recommendations of the equipment and plating chemical suppliers.

10 The nickel and nickel-substitute tanks must be agitated or aerated in accordance with the
11 chemical suppliers' recommendations.

12 All baths must be filtered continuously during plating and filters changed at least than
13 monthly.

14 pH must be measured each day of plating and adjusted within the chemical supplier's
15 recommendations.

16 All plating employees must be trained on the use of the equipment in accordance with
17 recommendation of equipment manufacturer and plating chemical suppliers.

18 The plating baths must be maintained in accordance with the plating chemical suppliers
19 recommendations.

20 **Plating tanks must be swept at least weekly.**

21 **Anodes must be inspected monthly in accordance with the anode supplier's**
22 **recommendations.**

23 **Racks must be stripped at least annually.**

24 The electrical equipment must be sized appropriately for each tank in accordance with
25 equipment manufacturer's recommendations and calibrated annually.

1 **PLATING PROCEDURES**

2 Substantial pieces such as pendants, drops, and rings without prongs or other such feature
3 shall be plated with at least 15 minutes combined plating with copper (copper strike and/or acid
4 copper), nickel or nickel substitute, and/or finish coat. The pieces will also be rinsed between
5 plating tanks. Finish decorative coatings include brass, bronze, copper, gold, gun metal, hematite,
6 imitation rhodium, matt finish, palladium, platinum, rhodium, or silver. If desired, plated pieces
7 can be treated to produce other finishes such as matt, oxidized, or smut black finishes.

8 Mechanical, functional (e.g., lobster claws, spacers, mechanical closures, connectors), or
9 fine pieces such as prongs and fine chains may be plated to cover the exposed surface consistent
10 with good manufacturing practices for appearance and function. Components that articulate
11 closely together such as snake chain and tight hinges or that need to be manipulated into position
12 will be plated to prevent binding, stiffness, and cracking of plating.

1 **EXHIBIT D (TESTING PROTOCOLS)**

2 The following test methods must be used and on the basis that (1) one or two samples
3 exceed 300% of component specification limit, (2) three samples exceed 200% of a component
4 specification limit, or (3) four or more samples exceed a component specification limit.

5 Laboratory sample preparation protocols specific for testing the lead content of jewelry
6 components are not readily available. The Reference Methods for sample preparation shall be
7 modified as noted in the following table for use with jewelry samples. The laboratory should
8 make every effort to assure that samples removed from jewelry pieces are representative of the
9 component to be tested, and are free of contamination from extraneous dirt and material not
10 related to the jewelry component to be tested. All jewelry component samples shall be washed
11 prior to testing using standard laboratory detergent, rinsed with laboratory reagent grade
12 deionized water, and dried in a clean ambient environment. If components must be cut or scraped
13 to obtain a sample, then metal snips, scissors, or other cutting tools used must be made of
14 stainless steel and washed and rinsed before each use and between samples.

15 Except for glass, ceramic, and crystal in Children's Products, samples should be digested
16 in containers that are known to be free of lead using acids that are not contaminated by lead.
17 Analytical Reagent grade digestion acids and reagent grade deionized water are required. Method
18 Blanks, consisting of all reagents used in sample preparation handled, digested and made to
19 volume in the same exact manner and in the same container type as samples, shall be tested with
20 each group of 20 or fewer samples tested. The results for the Method Blank shall be reported
21 with each group of sample results, and shall be below the stated reporting limit for sample results
22 to be considered valid.

23 Except for glass, ceramic, and crystal in Children's Products, all jewelry components
24 samples shall be prepared for testing in accordance with USEPA Method 3050B or 3051 with the
25 following additional notes and exceptions:

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COMPONENT	NOTES AND EXCEPTIONS
Metals plated with suitable undercoats and finish coats	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size

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	<p>should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.1% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Unplated metal and metal substrates not defined as Class 1 Components.</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.01% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Polyvinyl chloride (PVC)</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion, and should be chopped or comminuted prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Non-PVC Plastic Rubber (e.g., acrylic, polystyrene, plastic beads/stones).</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion and should be chopped or comminuted prior to digestion. Plastic beads or stones should be crushed prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p><u>Coatings on Glass and Plastic Pearls.</u></p>	<p>The coating of glass or plastic beads should be scraped onto a surface free of dust, such as a clean weighing paper or pan, using a clean stainless steel razor blade or other clean sharp instrument that will not contaminate the sample with lead. The razor blade or sharp instrument should be rinsed with deionized water, wiped to remove particulate matter, rinsed again, and dried between samples. Weigh the scrapings. A minimum of 50 mg of scraped coating should be used for analysis. If less than 50 mg of scraped coating is obtained from an individual pearl, then multiple pearls from that sample must be scraped and composited to obtain a sufficient sample amount. The number of pearls used to make the</p>

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	<p>composite must be noted. Avoid inclusion of the substrate pearl material in the scrapings. Digest the scrapings according to USEPA Method 3050B or 3051 or equivalent procedure for hot acid digestion in preparation for trace lead analysis. Dilute the digestate in the minimum volume practical for analysis. Analyze the digested sample according to specification of Exhibit D (approved, validated methodology for inductively-coupled plasma mass spectrometry). A reporting limit of 0.001% (10 ppm) in the coating must be obtained for the analysis. The sample result must be reported within the calibrated range of the instrument. If the initial test of the sample is above the highest calibration standard, then the sample must be diluted and re-analyzed within the calibrated range of the instrument.</p>
Dyes, paints, coatings, varnish	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.050 g, and should be chopped or comminuted prior to digestion.</p> <p>Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
Glass, ceramic, and crystal used in Children's Product	<p>The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weight these components should be calibrated using NIST certified (S-class) weights of 1 and 2 grams immediately before the components are weighed. The calibration should be accurate to within 0.01 gram.</p>

EXHIBIT E (BRAND NAMES)

1. Cost Plus, Inc.: World Market and Cost Plus World Markets
2. Hot Topic, Inc.: Torrid and Torrid Plus Sizes
3. Federated Department Stores, Inc.; Macy's West, Inc.; Federated Retail Holdings, Inc. d/b/a Robinsons-May; Bloomingdale's: Charter Club and Alfani
4. J.C. Penney Corporation, Inc.: Worthington; Mix-it; Bisou Bisou; Vieste; Crush
5. The Wet Seal, Inc. and The Wet Seal Retail, Inc.: Arden B
6. Adina Inc.: Adina
7. Ballet Jewels, L.L.C.: Ballet
8. Buy-Rite Costume Jewelry, Inc.; Buy Rite Designs, Inc.: Hangin' Loose; Lil' Cool; Misunderstood; Prevu; Rock-it; Way Cool
9. Carol Dauplaise, Ltd.: Carol Dauplaise; Dauplaise II; 29 West
10. Carol for Eva Graham, Inc.: Carol for Eva Graham
11. Carole Inc.: Carole; Cheers; Vertical
12. Carolee Designs d/b/a Retail Brand Alliance: Adrienne Vitandini; Carolee; Lauren; Zinc
13. Catherine Stein Designs: Catherine Stein; Catie Stein; Stein Biye, C. Stein
14. Crimzon Rose Accessories, Inc.: Element
15. Danecraft, Inc.: Danecraft; Platinum Tone; Primavera
16. FAF: Panama Jack; Key Elements; Sensible Solutions; Mary-Kate and Ashley
17. Fashion Accents, Inc.: Ashley Nicole; Body Worx; Ear Freedom; Ear Sense; Eisenberg Ice; Museum Collection; Rain Drops
18. Fiesta Jewelry, Inc.: Fiesta
19. Gigi Accessories: Gigi in Style
20. Habitat, Inc.: Habitat
21. Shalom International Corp.: Hilary Duff; Instinct; Trollz
22. JJAMZ, Inc.: Punch

- 1 23. K&M Associates, L.P.: A-Line; Anne Klein; Bratz; David and Goliath; Donald Trump;
- 2 Guess?; MUDD; Panama Jack
- 3 24. Kerissa Creations: Harvest Moon
- 4 25. Key Item Sales: Ashley B; Memory Maker Photo Jewelry
- 5 26. Liz Claiborne Inc.: Axxess; Crazy Horse; Ellen Tracy; First Issue; Intuitions; Juicy
- 6 Couture; Kenneth Cole; Liz Claiborne; Lucky Brand; Marvella; Marvella Studio; Monet; Monet
- 7 2; Reaction; Realities; Trifari; Trifari Pearl; Villager
- 8 27. Haskell Jewels, Ltd.: Betsy Johnson; Christopher Radko; JLO by Jennifer Lopez; Miriam
- 9 Haskell; M. Haskell
- 10 28. MJM Company, d b/a Berry Jewelry: Berry
- 11 29. Orion Fashions, Inc.: Kool Konnections
- 12 30. Jewelry Fashions Inc.: Robert Rose
- 13 31. Stephan & Co.: Stephan & Company Accessories Ltd.
- 14 32. Tanya Creations, Inc.: Tanya Creations
- 15 33. TSI Holding Company: Alexia; Aressa; Bridal Gallery; EverydayPave; Giftables; Gifts-
- 16 To-Go; In Focus; In View; Jezlaine; Luxe; Mellini; Roman; Roman Argento; Roman Especially;
- 17 for You; Roman Fashions; Roman Craftsman; Roman In Design; Roman Sentiments; Roman
- 18 Signature; Savant; Social Gallery; Stella Moon - Sterling; Sterling Inspirations; Tess Brooks;
- 19 Vanessa Michaels; Willow Hills - Sterling
- 20 34. Vetta Jewelry Inc.: Isabelle; Spring Street; Vetta
- 21 35. Victoria + Co.: Bandolino; Bijoux Givenchy; Boutique 58; Easy Spirit; Judith Jack ; l.e.i.;
- 22 Million Wishes; Napier; Nine West; Tommy Hilfiger; Nine & Co.

1 **EXHIBIT F (PERSONS TO WHOM NOTICES ARE TO BE SENT)**

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15 Claire's Boutiques, Inc.
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18 Attention: General Counsel's Office

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14 Retail Companies, Inc.:**

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2 **Center Corp.; A.I.J.J. Enterprises, Inc.; and The New 5-7-9 and Beyond, Inc.:**

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28 General Counsel

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 President
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18 Buy-Rite Costume Jewelry, Inc.
19 Buy -Rite Designs, Inc.
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3 Carole Inc.
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6 **For Vendor Retail Brand Alliance d/b/a Carolee:**
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8 Carolee
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35 One Baker Street
36 Providence, RI 02905-4417

1 **For Vendor Erica Lyons:**

2 Erica Lyons
3 13999 S.W. 142nd Street
4 Miami, FL 33186

5 **For Vendor Fad Treasures:**

6 Fad Treasures
7 415 New York Ave
8 Huntington, NY 11743

9 **For Vendor F.A.F., Inc.:**

10 Director of Sourcing & Quality
11 F.A.F., Inc.
12 26 Lark Industrial Parkway
13 Greenville, RI 02828

14 **For Vendor Fashion Accents, Inc.:**

15 President
16 Fashion Accents, Inc.
17 100 Nashua Street
18 Providence, RI 02904

19 **For Vendor Fiesta Jewelry, Inc.:**

20 President
21 Fiesta Jewelry, Inc.
22 250 Esten Avenue, A-1
23 Pawtucket, RI 02860

24 **For Vendor Finesse Novelty Corporation d/b/a Accessory Solutions and Ambiance
25 Accessory and Jewelry Sales:**

26 Finesse Novelty Corporation
27 d/b/a Accessory Solutions and Ambiance Accessory
28 109-80 180th Street
St. Albans, NY 11433

For Vendor Gigi Accessories:

Chief Executive Officer
Gigi Accessories
175 East Olive Avenue, Suite 306
Burbank, CA 91502

1 **For Vendor Habitat, Inc.:**

2 Habitat, Inc.
3 5 West 37th Street, Suite 1100
4 New York, NY 10018

5 **For Vendor Haskell Jewels, LTD:**

6 Executive Vice President
7 Haskell Jewels, LTD
8 390 Fifth Avenue, Second Floor
9 New York, NY 10018

10 **For Vendor JJamz, Inc.:**

11 Owner/President and CEO
12 JJamz, Inc.
13 4949 West 35th Street
14 Minneapolis, MN 55416

15 **For Vendor K&M Associates, L.P.:**

16 Chief Financial Officer
17 K&M Associates, L.P.
18 425 Dexter Street
19 Providence, RI 02940

20 **For Vendor Kenilworth Creations:**

21 Kenilworth Creations Inc
22 One Wholesale Way
23 Cranston, RI 02920

24 **For Vendor Kerissa Creations:**

25 Kerissa Creations
26 15 Lark Industrial Parkway
27 Greenville, RI 02828

28 **For Vendor Key Item Sales, Inc.:**

Key Item Sales, Inc.
8911 Independence Avenue
Canoga Park, CA 91304

1 **For Vendor Liz Claiborne Inc.:**
2 Vice President, Deputy General Counsel and Secretary
3 Liz Claiborne, Inc.
4 One Claiborne Avenue
5 North Bergen, NJ 07045

6 **For Vendor MJM Jewelry Corp., d/b/a Berry Jewelry Company:**
7 President
8 MJM Jewelry Corp., d/b/a Berry Jewelry Company
9 29 West 38th Street, 16th Floor
10 New York, NY 10018

11 **For Vendor Orion Fashions, Inc.:**
12 Orion Fashions, Inc.
13 20 West 36th Street
14 New York, NY 10018

15 **For Vendor Rainbow Sales Incorporated:**
16 Rainbow Sales Incorporated
17 905 Jenkintown Road
18 Elkins Park, PA 19027

19 **For Vendor Jewelry Fashions Inc.:**
20 President
21 Jewelry Fashions Inc.
22 520 8th Avenue
23 New York, New York 10018

24 **For Vendor Scorpio Accessories LLC:**
25 President
26 Scorpio Accessories LLC
27 27 Meadow Street
28 Warwick, Rhode Island 02886

29 **For Vendor Shalom International, Corp.:**
30 Shalom International Corp.
31 1050 Amboy Avenue, Suite 1
32 Perth Amboy, NY 08861

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For Vendor Stephan & Co.:

President
Stephan & Co.
10 East 38th Street, 9th Floor
New York, NY 10016

For Vendor Tanya Creations, Inc.:

Chief Financial Officer
Tanya Creations, Inc.
360 Narragansett Park Drive
East Providence, RI 02916

For Vendor TSI Holding Company:

President
TSI Holding Company
999 Executive Parkway, Suite 202
St. Louis, MI

For Vendor Vetta Jewelry, Inc.:

Vetta Jewelry Inc.
29-33 West 36th Street
New York, NY 10018

For Vendor Victoria + Co., Ltd.:

General Counsel
Victoria + Co. Ltd.
Jones Apparel Group, Inc.
1411 Broadway
New York, NY 10018