

1 **FULBRIGHT & JAWORSKI L.L.P.**
2 **A REGISTERED LIMITED LIABILITY**
3 **PARTNERSHIP**
4 **JEFFREY B. MARGULIES (BAR NO. 126002)**
5 **SUSAN Y. LEE (BAR NO. 222347)**
6 **555 South Flower Street**
7 **Forty-First Floor**
8 **Los Angeles, California 90071**

9 Defendants' Liaison Counsel

ENDORSED
FILED
ALAMEDA COUNTY

FEB 21 2006

CLERK OF THE SUPERIOR COURT
By HOLLIE M. ADAMIC
Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

12 **PEOPLE OF THE STATE OF CALIFORNIA, ex)**
13 **rel. BILL LOCKYER, Attorney General,)**

14 **Plaintiff,)**

15 **v.)**

16 **BURLINGTON COAT FACTORY)**
17 **WAREHOUSE CORPORATION; et al.,)**

18 **Defendants.)**

Lead Case No. RG 04-162075

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

ORDER ON
STIPULATION FOR ENTRY OF
JUDGMENT: ORDER [PROPOSED]

Date: February 21, 2006

Time: 3:00 p.m.

Place: Department 21

Judge: Hon. ~~James Richardson~~ **ROBERT FREEDMAN**

Reservation Number: 553614

19 **And Related and Consolidated Cases**

20 **WHEREAS, Plaintiffs People of the State of California ex rel. Bill Lockyer, Attorney**
21 **General, Center for Environmental Health, and As You Sow, and Settling Retailer Defendants**
22 **AIJJ Enterprises, Inc.; American Eagle Outfitters, Inc.; Aeropostale, Inc.; Burlington Coat**
23 **Factory Warehouse Corporation; CBI Distributing Corp.; Charlotte Russe, Inc.; Claire's**
24 **Boutiques, Inc.; Cost Plus, Inc.; Express, LLC; The Limited Stores, Inc.; Victoria's Secret Stores,**
25 **LLC; Victoria's Secret Direct, LLC; Federated Department Stores, Inc.; Bloomingdales; Forever**
26 **21, Inc.; Forever 21 Retail, Inc.; Gottschalks, Inc.; Group USA Apparel, Inc.; Hot Topic, Inc.;**
27 **Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe Boxer Company, LLC; Kmart**
28 **Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation; Lane Bryant, Inc.; Catherines,**

1 Inc.; Fashion Bug Retail Companies, Inc.; Lerner New York, Inc.; Limited Too Store Planning,
2 Inc.; Justice Stores LLC; Longs Drug Stores California, Inc.; Macy's West, Inc.; Mervyn's, LLC;
3 Monogram International, Inc.; Nordstrom, Inc.; Rainbow Apparel of America, Inc.; Rainbow
4 Apparel Distribution Center Corp.; Ross Stores, Inc.; dd's DISCOUNTS; Sears Roebuck and Co.
5 Styles For Less, Inc.; Target Corporation; The Associated Merchandising Corporation; The
6 Buckle, Inc.; Federated Retail Holdings, Inc. (sued and served herein as "The May Department
7 Stores, Inc."); The New 5-7-9 And Beyond, Inc.; Toys "R" Us, Inc.; Walt Disney World Co.
8 (erroneously sued and served herein as Disney Consumer Products International, Inc. Disneyland
9 International, and Walt Disney Company); Disney Enterprises, Inc.; Walgreen Co.; The Wet Seal
10 Inc.; The Wet Seal Retail, Inc.; Too, Inc.; and Zumiez, Inc., and Initial Settling Vendors Adina
11 Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.; Bernardo
12 Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol Dauplaise
13 Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee;
14 Catherine Stein Designs, Inc.; Crimson Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons;
15 FAD Treasures; F.A.F., Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp.,
16 d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat,
17 Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item
18 Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry
19 Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio
20 Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI
21 Holding Company; Vetta Jewelry, Inc.; and Victoria + Co. LTD have reached agreement on the
22 terms of a settlement that are incorporated in the proposed Consent Judgment attached hereto as
23 Exhibit A;

24 WHEREAS, the parties to this Stipulation agree to file a joint noticed motion for approval
25 of the Stipulation;

26 WHEREAS, the parties intend to offer other parties to this matter and other non-parties
27 the opportunity to participate in the Consent Judgment by becoming Add-On Settling Defendants;

28

1 IT IS HEREBY STIPULATED among the above parties, by and through Plaintiffs'
2 Liaison Counsel, Defendants' Liaison Counsel and counsel of record for the Initial Settling
3 Vendors as follows:

4 1. An entity is eligible to become an Add-On Settling Defendant to the Consent
5 Judgment, as that term is defined in Section 2.9 of the Consent Judgment, if it is a "person in the
6 course of doing business" as that term is defined in California Health and Safety Code section
7 25249.11, subdivision (b), and if it either:

8 (a) did not receive a 60-Day Notice for any Covered Product prior to January
9 13, 2006; or

10 (b) is a Non-Settling Defendant, as defined in Section 1.3 of the Consent
11 Judgment.

12 2. An entity may become an Add-On Settling Defendant by providing written notice
13 to Plaintiffs' Liaison Counsel, with a copy to Defendants' Liaison Counsel, that it seeks to
14 become an Add-On Settling Defendant. The notice must be received in electronic or paper
15 format by Plaintiffs' Liaison Counsel no later than ⁴⁵~~7~~ days after entry of the Consent Judgment,
16 and the executed signature page and all payments required of the Add-On Settling Defendant by
17 Section 5.2 of the Consent Judgment must be received no later than 45 days after entry of the
18 Consent Judgment.

19 3. No later than ⁶⁵~~50~~ days after entry of the Consent Judgment, Plaintiffs' Liaison
20 Counsel shall prepare a final list of all Add-On Settling Defendants that have executed the
21 Consent Judgment, and serve the list on all parties via electronic mail.

22 4. Within ⁹⁰~~75~~ days of the entry of the Consent Judgment, Plaintiffs' Liaison Counsel
23 and Defendants' Liaison Counsel may jointly file an amended Consent Judgment that
24 incorporates any modifications to Sections 1.2 and 5.2 and Exhibits A, E, and F, reflecting the
25 incorporation of Add-On Defendants to the Consent Judgment, as well as signature pages for the
26 Add-On Defendants. The amended Consent Judgment shall be filed and served on all Parties. If
27
28

1 no Party objects within 15 days of service thereof, the Court will enter the Amended Consent
2 Judgment and this Consent Judgment will be deemed so amended.

3 5. Nothing in this Stipulation or Consent Judgment shall preclude any Party from
4 resolving any claim against an entity that is not a Settling Defendant on different terms than are
5 contained in the Consent Judgment.

6 6. All of the foregoing Plaintiff parties have authorized Plaintiffs' Liaison Counsel to
7 sign this stipulation on their behalf. All of the foregoing Settling Retailer Defendant have
8 authorized Defendants' Liaison Counsel to sign this stipulation on their behalf.

9 7. For purposes of this Stipulation, Plaintiffs' Liaison Counsel is Deputy Attorney
10 General Harrison M. Pollak, Office of the California Attorney General, 1515 Clay Street, 20th
11 Floor, P.O.B. 70550, Oakland, CA, 94612, harrison.pollak@doj.ca.gov, tel: (510) 622-2183.
12 Defendants' Liaison Counsel is Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South
13 Flower Street, 41st Floor, Los Angeles, CA, 90071, jbmargulies@fulbright.com, tel: (213) 892-
14 9286.

15
16 IT IS SO STIPULATED

17 DATED: January 25, 2006

BILL LOCKYER, ATTORNEY GENERAL OF THE
STATE OF CALIFORNIA

18
19
20 By 

Harrison M. Pollak, Deputy Attorney General

21 And

22 Plaintiffs' Liaison Counsel on behalf of Plaintiffs
23 Center for Environmental Health and As You Sow
24
25
26
27
28

1 DATED: January 25, 2006

2 FULBRIGHT & JAWORSKI L.L.P.

3 By

4 
Jeffrey B. Margulies

5 Counsel for Defendants AIJJ Enterprises, Inc.;
6 Burlington Coat Factory Warehouse
7 Corporation; Federated Department Stores, Inc.;
8 Bloomingdales; Hot Topic, Inc.; J.C. Penney
9 Corporation, Inc.; Kohl's Department Stores,
10 Inc.; Kohl's Corporation; Macy's West, Inc.;
11 Mervyn's, LLC; Monogram International, Inc.;
12 Nordstrom, Inc.; Rainbow Apparel of America,
13 Inc.; Rainbow Apparel Distribution Center
14 Corp.; Ross Stores, Inc.; dd's DISCOUNTS;
15 Target Corporation; The Associated
16 Merchandising Corporation; The Buckle, Inc.;
17 Federated Retail Holdings, Inc. (sued and served
18 herein as The May Department Stores, Inc.);
19 The New 5-7-9 And Beyond, Inc.; Toys "R" Us,
20 Inc.; and Walt Disney World Co.; and Disney
21 Enterprises, Inc.

22 And

23 Defendants' Liaison Counsel on behalf of
24 Defendants American Eagle Outfitters,
25 Inc.; Aeropostale, Inc.; CBI Distributing
26 Corp.; Charlotte Russe, Inc.; Claire's
27 Boutiques, Inc.; Cost Plus, Inc.; Express,
28 LLC; The Limited Stores, Inc.; Victoria's
Secret Stores, LLC; Victoria's Secret
Direct, LLC; Forever 21, Inc.; Forever 21
Retail, Inc.; Gottschalks, Inc.; Group USA
Apparel, Inc.; Hub Distributing, Inc.; Joe
Boxer Company, LLC; Kmart Corporation;
Lane Bryant, Inc.; Catherines, Inc.; Fashion
Bug Retail Companies, Inc.; Lerner New
York, Inc.; Limited Too Store Planning,
Inc.; Justice Stores LLC; Longs Drug
Stores California, Inc.; Sears Roebuck and
Co.; Styles For Less, Inc.; Walgreen Co.;
The Wet Seal, Inc.; The Wet Seal Retail,
Inc.; Too, Inc.; Windsong Allegiance
Group, LLC; and Zumiez, Inc.

1 DATED: January 19, 2006

2 ALLEN MATKINS LECK GAMBLE & MALLORY
3 LLP

4 By Eileen M. Nottoli

5 Eileen M. Nottoli
6 Counsel for Initial Settling Vendors Adina Inc.;
7 Arden Jewelry Manufacturing Company, Inc.;
8 Ballet Jewels L.L.C.; Bernardo Manufacturing;
9 Buy-Rite Costume Jewelry, Inc. and Buy-Rite
10 Designs, Inc.; Carol Dauplaise Ltd.; Carol for Eva
11 Graham, Inc.; Carole Inc.; Retail Brand Alliance,
12 Inc. d/b/a Carolee; Catherine Stein Designs, Inc.;
13 Crimzon Rose Accessories, Inc.; Danecraft, Inc.;
14 Erica Lyons; FAD Treasures; F.A.F, Inc.; Fashion
15 Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty
16 Corp., d/b/a Accessory Solutions, Ambiance
17 Accessory, and Jewelry Sales; Gigi Accessories;
18 Habitat, Inc.; Jjamz, Inc.; K&M Associates, L.P.;
19 Kenilworth Creations; Kerissa Creations; Key Item
20 Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels,
21 LTD; MJM Jewelry Corp., d/b/a Berry Jewelry
22 Company; Orion Fashions, Inc.; Rainbow Sales
23 Incorporated; Jewelry Fashions, Inc.; Scorpio
24 Accessories, LLC; Shalom International Corp.;
25 Stephan & Co.; Tanya Creations, Inc.; TSI Holding
26 Company; Vetta Jewelry, Inc.; and Victoria - Co.
27 LTD
28

1 Good cause appearing therefor,

2 IT IS SO ORDERED.

3 Dated: February 21, 2006

4
5 ROBERT FREEDMAN

6 ~~Hon. James F. Friedman~~

EXHIBIT A

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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)
12 rel. BILL LOCKYER, Attorney General, et al.,)

13 Plaintiffs.)

14 vs.)

15 BURLINGTON COAT FACTORY)
16 WAREHOUSE CORPORATION, et al.)

17 Defendants.)
18)
19)

20 AND RELATED CONSOLIDATED CASES.)
21)
22)
23)
24)
25)
26)
27)
28)

Case No. RG 04-162075

(Consolidated with RG 04-162037, RG
04-169511)

[PROPOSED] CONSENT JUDGMENT

1. INTRODUCTION

1.1 On June 23, 2004, plaintiffs the Attorney General of the State of California, on behalf of the People of the State of California ("People"), and the Center for Environmental Health ("CEH"), filed complaints for civil penalties and injunctive relief in this Court. On August 10, 2004, plaintiff As You Sow ("AYS") filed a similar complaint. The complaints allege that the defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and the Unfair Competition Law by selling jewelry that contains lead, a chemical known to

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.; Mervyn'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: ALLJ 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 Zumeen, 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 Gerson 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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

2.4.2.4 Sold in

2.4.2.4.1 a vending machine; or

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

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

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

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

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

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

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

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: (i) 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 3.2.1.8 Elastic, fabric, ribbon, rope, and string with no intentionally-added
2 lead and not otherwise listed as a Class 2 component.

3 3.2.1.9 Natural decorative materials (e.g., amber, bone, coral, feathers, fur,
4 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add
5 lead.

6 3.2.1.10 Adhesives.

7 3.2.2 A "Class 2 Component" is the portion of a Covered Product that contains
8 one or more of the following materials:

9 3.2.2.1 Metal alloys with less than 10 percent lead by weight ("88 metal")
10 that are electroplated with suitable under and finish coats and that are plated utilizing the Best
11 Management Practices described in Exhibit C. For Covered Products shipped by a Settling
12 Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California,
13 and for products sold or offered for retail sale in California by a Settling Defendant after August
14 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight ("92 metal")
15 that are electroplated with suitable under and finish coats and that are plated utilizing the Best
16 Management Practices described in Exhibit C.

17 3.2.2.2 Unplated metal containing less than 1.5 percent lead that is not
18 defined as a Class 1 Component.

19 3.2.2.3 Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and
20 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For
21 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a
22 third party for retail sale in California, and for products sold or offered for retail sale in California
23 by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent
24 (200 ppm) lead by weight

25 3.2.2.4 Dyes, and Surface Coatings containing less than 0.06 percent (600
26 parts per million) lead. For purposes of this Consent Judgment, "Surface Coating" shall carry the
27 same meaning as "Paint or other similar surface coating" under 16 CFR § 1303.2(b)(1) ("Paint and
28 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without

1 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is
2 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not
3 include printing inks or those materials which actually become a part of the substrate, such as the
4 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as
5 by electroplating or ceramic glazing.”).

6 3.2.3 A “Class 3 Component” is any part of a Covered Product that is not a
7 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600
8 parts per million) lead.

9 3.3 Children’s Products. Children’s Products shall be made entirely from:

10 3.3.1 Non-metallic materials that are Class 1 Components;

11 3.3.2 Non-metallic materials that are Class 2 Components;

12 3.3.3 Metallic materials that are either Class 1 Components or contain less than
13 0.06 percent (600 parts per million) lead;

14 3.3.4 Glass and crystal decorative components in an amount of no more than 1.0
15 grams total;

16 3.3.5 Class 3 Components that contain less than 0.02 percent (200 parts per
17 million) lead; or

18 3.3.6 Any combination thereof.

19 3.4 Body Piercing Jewelry. Body Piercing Jewelry shall be made of one of the
20 following materials:

21 3.4.1 Surgical Implant Stainless Steel

22 3.4.2 Surgical Implant grades of Titanium

23 3.4.3 Niobium (Nb)

24 3.4.4 Solid 14 karat or higher white or yellow nickel-free gold

25 3.4.5 Solid platinum

26 3.4.6 A dense low porosity plastic such as Tygon or PTFE with no intentionally
27 added lead.

1 **4. ENFORCEMENT**

2 **4.1 General Enforcement Provisions.** The Attorney General, CEH, or AYS may, by
3 motion or application for an order to show cause before this Court, enforce the terms and
4 conditions contained in this Consent Judgment, subject to the following:

5 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment
6 shall be brought exclusively pursuant to this Section 4.

7 4.1.2 The Attorney General may enforce the provisions of this Consent
8 Judgment as to any Settling Defendant.

9 4.1.3 Subject to Section 4.1.4, CEH and AYS may each enforce the provisions
10 of this Consent Judgment as to the CEH Defendants and AYS Defendants, respectively.

11 4.1.4 No action to enforce this Consent Judgment may be brought by CEH or
12 AYS unless the Attorney General either joins in such action or provides written non-objection to
13 the proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of
14 Section 4.2.3. The Attorney General agrees to provide either a written objection or written non-
15 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for
16 such a response from CEH or AYS, provided that the Attorney General may extend such 15 day
17 response time by a single extension of an additional 15 days by writing to the requesting party.
18 The fact that the Attorney General provides a written non-objection shall not be construed as
19 endorsement of or concurrence in an enforcement action. Any written non-objection shall be
20 admissible in court only if a Settling Defendant challenges the right of CEH or AYS to enforce
21 this Consent Judgment for failure to obtain the written non-objection.

22 **4.2 Enforcement of Materials Violation.**

23 4.2.1 Notice of Violation. In the event that, at any time following the
24 Compliance Date, the Attorney General, CEH, or AYS ("Notifying Person") identifies one or
25 more Covered Products that the Notifying Person believes in good faith do not comply with
26 Section 3 of this Consent Judgment, the Notifying Person may issue a Notice of Violation
27 pursuant to this Section

28 4.2.2 Service of Notice of Violation and Supporting Documentation.

1 4.2.2.1 The Notice of Violation shall be served on any Settling Defendant(s)
2 that the Notifying Person knows offered the Covered Product for retail sale in California. The
3 Notice of Violation shall also be served on any Settling Defendant that is a Supplier of the
4 Covered Products identified by Brand Names listed on Exhibit E for the Covered Product(s) in
5 question.

6 4.2.2.2 The Notice of Violation shall be sent to the person(s) identified in
7 Exhibit F to receive notices for such Settling Defendant(s), and must be served within 45 days of
8 the date the alleged violation(s) was or were observed.

9 4.2.2.3 The Notice of Violation shall, at a minimum, set forth for each
10 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
11 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
12 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered
13 Product and supporting documentation sufficient for validation of the test results, including all
14 laboratory reports, quality assurance reports and quality control reports associated with testing of
15 the Covered Products. Such Notice of Violation shall be based upon test data that meets the
16 criteria of Exhibit D. Wipe, swipe, and swab testing are not sufficient to support a Notice of
17 Violation.

18 4.2.2.4 The Notifying Person shall promptly make available for inspection
19 and/or copying upon request all supporting documentation related to the testing of the Covered
20 Products and associated quality control samples, including chain of custody records, all laboratory
21 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
22 printouts from all analytical instruments relating to the testing of Covered Product samples and
23 any and all calibration, quality assurance, and quality control tests performed or relied upon in
24 conjunction with the testing of the Covered Products, obtained by or available to the Notifying
25 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if
26 available, any exemplars of Covered Products tested.

27 4.2.3 Notice of Election of Response. No more than 30 days after receiving a
28 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person

whether it elects to contest the allegations contained in a Notice of Violation ("Notice of Election").

4.2.3.1 If a Notice of Violation is contested the Notice of Election shall include all then-available documentary evidence regarding the alleged violation, including all test data, if any. If a Settling Defendant or Notifying Person later acquires additional test or other data regarding the alleged violation, it shall notify the other party and promptly provide all such data or information to the party. Any test data used to rebut a Notice of Violation shall meet the criteria of Exhibit D.

4.2.3.2 If a Notice of Violation is not contested, the Notice of Election shall include a description of the Settling Defendant's corrective action pursuant to Section 4.2.6. The Notice of Election shall include the name, address, telephone number, and other contact information, of the Settling Defendant's Supplier(s) of each Covered Product identified in the Notice of Violation, and any other Settling Defendant to whom it sold any Covered Products identified in the Notice of Violation.

4.2.4 Meet and Confer. If a Notice of Violation is contested, the Notifying Person, the Attorney General, and all affected Settling Defendants shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement action has been filed, the Settling Defendant may withdraw the original Notice of Election contesting the violation and serve a new Notice of Election conceding the violation. If no informal resolution of a Notice of Violation results, the Notifying Person may by motion or order to show cause before the Superior Court of Alameda, seek to enforce the terms and conditions contained in this Consent Judgment. In any such proceeding, the Attorney General, CEH, and AYS may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

4.2.5 Non-Contested Matters. If the Settling Defendant elects not to contest the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6 and shall make any contributions required by Section 4.2.7.

1 **4.2.6 Corrective Action in Non-Contested Matters.** A Settling Defendant that
2 elects not to contest the allegation shall include in its Notice of Election a detailed description of
3 corrective action that it has undertaken or proposes to undertake to remove the Covered Product(s)
4 identified in the Notice of Violation for sale in California. Corrective action must include
5 instructions to the Settling Defendant's stores and/or its customers that offer the Covered Product
6 for sale to consumers to cease offering the Covered Product(s) identified in the Notice of Violation
7 for sale in California as soon as practicable. The Settling Defendant shall make available to the
8 Notifying Person for inspection and/or copying records and correspondence regarding the
9 corrective action. If there is a dispute over the corrective action, the Parties shall meet and confer
10 pursuant to Section 4.2.4 before seeking any remedy in court.

11 **4.2.7 Required Contributions to Proposition 65 Jewelry Testing Fund in**
12 **Non-Contested Matters.** The Settling Defendant shall be required to make a contribution to the
13 *Proposition 65 Jewelry Testing Fund* as specified below:

14 4.2.7.1 If the Settling Defendant serves a Notice of Election not to contest
15 the allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall
16 not be required to make any contributions pursuant to this Section.

17 4.2.7.2 If the Settling Defendant serves a Notice of Election not to contest
18 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the
19 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of
20 \$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any
21 Notices of Violation served within a 30-day period. A Settling Defendant retailer is not required
22 to make any payment pursuant to this Section for a Notice of Violation that is served less than six
23 months after the Final Compliance Date.

24 4.2.7.3 If the Settling Defendant withdraws a Notice of Election contesting
25 the violation and serves a new Notice of Election not to contest the allegations in a Notice of
26 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement
27 action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant
28 shall make a required contribution in the amount of \$7,500.00 for each Supplier from whom it

1 purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day
2 period.

3 4.2.7.4 The contributions shall be paid within 15 days of service of a Notice
4 of Election.

5 4.2.7.5 A Settling Defendant's liability for required contributions shall be
6 limited as follows:

7 4.2.7.5.1 A Settling Defendant that is a Supplier to one or
8 more retailers shall be liable for one required contribution within any 30-day period, regardless of
9 the number of retailers to whom the Covered Product is distributed.

10 4.2.7.5.2 If more than one Settling Defendant has
11 manufactured, sold, or distributed a Covered Product identified in a Notice of Violation, only one
12 required contribution may be assessed against all Settling Defendants potentially liable therefor in
13 any 30-day period, in the following order of priority: (1) Manufacturers; (2) Importers; (3)
14 Distributors, and (4) Retailers.

15 4.2.7.5.3 A Settling Defendant's monetary liability to make
16 required contributions under Section 4.2.7.2 shall be limited to \$5,000 for each 30-day period. A
17 Settling Defendant's monetary liability to make required contributions under Section 4.2.7.3 shall
18 be limited to \$15,000 for each 30-day period.

19 4.2.7.6 If a Settling Defendant has paid either of the payments set forth in
20 Sections 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times
21 in any 12-month period for Covered Products sold to the Settling Defendant from the same
22 Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines,
23 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

24 4.2.8 Limitation on Liability. The liability of a Settling Defendant that elects
25 not to contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

26 5. PAYMENTS

27 5.1 Payments by Initial Settling Defendants. Within fifteen days of the Effective
28 Date: (i) each Initial Settling Defendant or group of Initial Settling Defendants identified by a

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1 separate number on Exhibit A shall pay the sum of \$25,000; and (ii) each Affiliate Settling
2 Defendant listed on Exhibit A shall pay the sum of \$10,000, for an aggregate payment of
3 \$1,875,000. The settlement payment shall be by check made payable to the Lexington Law
4 Group, LLP Attorney Client Trust Account. The funds paid by the Initial Settling Defendants
5 shall be aggregated and distributed as follows:

6 5.1.1 The sum of \$250,000 shall be paid to the Proposition 65 Jewelry Testing
7 Fund, to be used for the purpose of obtaining and testing of Covered Products, and for the purpose
8 of preparing and compiling the information and documentation to support a Notice of Violation,
9 pursuant to sections 4.2.2.3 and 4.2.2.4.

10 5.1.2 The sum of \$246,853 as payment to private Plaintiffs in lieu of penalty
11 pursuant to Health and Safety Code section 25249.7(b), and California Code of Regulations, title
12 11, section 3202(b), to be distributed as follows:

13 5.1.2.1 The sum of \$136,511 to CEH. CEH shall use such funds to continue
14 its work educating and protecting people from exposures to toxic chemicals, including heavy
15 metals. CEH shall submit a proposal to the Attorney General for use of the funds, approval of
16 which shall not be unreasonably withheld.

17 5.1.2.2 The sum of \$60,342 to AYS. AYS shall use such funds to continue
18 its work educating and protecting people from exposures to toxic chemicals, including heavy
19 metals. AYS shall submit a proposal to the Attorney General for use of the funds, approval of
20 which shall not be unreasonably withheld.

21 5.1.3 As reimbursement of Plaintiffs' attorney's fees and investigation costs, as
22 follows:

23 5.1.3.1 The sum of \$383,993 to the Office of California Attorney General.

24 5.1.3.2 The sum of \$811,870 to CEH.

25 5.1.3.3 The sum of \$ 82,284 to AYS.

26 5.1.4 The amount of \$100,000 as a civil penalty pursuant to Health and Safety
27 Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b). The civil
28 penalty shall be distributed entirely from settlement proceeds paid for by the Initial Settling

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

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

5.2 Payments by Add-On Defendants. Within 45 days of the Effective Date, each Add-On Settling Defendant shall pay the sum of \$40,000. The settlement payment shall be made by two checks consisting of one check in the amount of \$17,500 to Defendants' Liaison Counsel, payable to the Fulbright & Jaworski L.L.P. Client Trust Account, and one check in the amount of \$22,500 payable to the Lexington Law Group, LLP Attorney Client Trust Account. If the Add-On Settling Defendant is identified in Section 1.3 as a "Non-Settling Defendant," then it shall pay an additional \$5,000, by adding \$2,500 to the payment to Defendants' Liaison Counsel and \$2,500 to 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
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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;
28

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 5.2.2.2.3 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
6	
7	By _____
8	EDWARD G. WEIL
9	SUPERVISING DEPUTY ATTORNEY GENERAL
10 Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
11	
12	By _____
13	
14 Dated: , 2006	AS YOU SOW
15	
16	By _____
17	
18 Dated: , 2006	AIJJ ENTERPRISES, INC.
19	
20	By _____
21	
22 Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC.
23	
24	By _____
25	
26	

IT IS SO STIPULATED:

Dated: 1/25, 2006	BILL LOCKYER ATTORNEY GENERAL By <u>Edward G. Weil</u> EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
Dated: , 2006	AS YOU SOW By _____
Dated: , 2006	AIJJ ENTERPRISES, INC. By _____
Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC. By _____
Dated: , 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP. By _____

IT IS SO STIPULATED:

Dated: , 2006

BILL LOCKYER
ATTORNEY GENERALBy
HARRISON POLLAK
DEPUTY ATTORNEY GENERAL

Dated: , 2006

CENTER FOR ENVIRONMENTAL HEALTH

By 

Dated: , 2006

AS YOU SOW

By _____

Dated: , 2006

AIJ, ENTERPRISES, INC.

By _____

Dated: , 2006

RAINBOW APPAREL OF AMERICA, INC.

By _____

Dated: , 2006

RAINBOW APPAREL DISTRIBUTION
CENTER CORP.

By _____

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

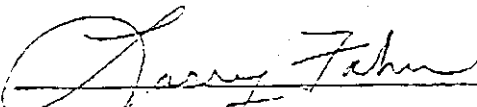
CENTER FOR ENVIRONMENTAL HEALTH

By

Dated: 1/25, 2006

AS YOU SOW

By


LARRY FAHN, EXECUTIVE DIRECTOR

Dated: , 2006

AIJJ ENTERPRISES, INC.

By

Dated: , 2006

RAINBOW APPAREL OF AMERICA, INC.

By

IT IS SO STIPULATED:

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: January 12, 2006	AIJJ, ENTERPRISES, INC.
	By _____ <i>Joseph Chehebar, Vice President</i>

Dated: January 11, 2006	RAINBOW APPAREL OF AMERICA, INC.
	By _____ <i>Joseph Chehebar, Vice President</i>

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

1	Dated: <u>January 12, 2006</u>	THE NEW 5-7-9 AND BEYOND, INC.
2		
3		
4		By <u>Joseph Chehebar, Vice President</u>
5	Dated: _____, 2006	BURLINGTON COAT FACTORY
6		WAREHOUSE CORPORATION
7		
8		By _____
9		
10	Dated: _____, 2006	CBI DISTRIBUTING CORP.
11		
12		By _____
13		
14	Dated: _____, 2006	CLAIRE'S BOUTIQUES, INC.
15		
16		By _____
17		
18	Dated: _____, 2006	CHARLOTTE RUSSE, INC.
19		
20		By _____
21		
22	Dated: _____, 2006	COST PLUS, INC.
23		
24		By _____
25		

1 Dated: , 2006

THE NEW 5-7-9 AND BEYOND, INC.

By _____

5 Dated: 1/12, 2006

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION

By 

Stuart John Haisney
General Attorney

10 Dated: , 2006

CBI DISTRIBUTING CORP.

By _____

14 Dated: , 2006

CLAIRE'S BOUTIQUES, INC.

By _____

18 Dated: , 2006

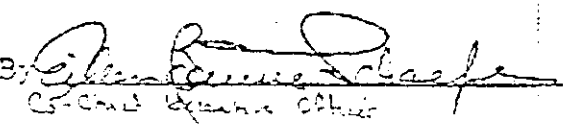
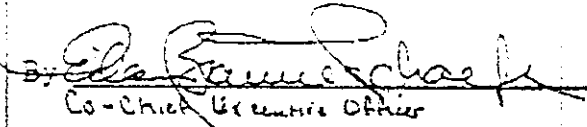
CHARLOTTE RUSSE, INC.

By _____

22 Dated: , 2006

COST PLUS, INC.

By _____

1 2 3 4	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC. By _____
5 6 7 8 9	Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____
10 11 12 13	Dated: January 19, 2006	CBI DISTRIBUTING CORP. By:  Co-Chief Executive Officer
14 15 16 17	Dated: January 19, 2006	CLAIRE'S BOUTIQUES, INC. By:  Co-Chief Executive Officer
18 19 20 21	Dated: , 2006	CHARLOTTE RUSSE, INC. By _____
22 23 24 25	Dated: , 2006	COST PLUS, INC. By _____

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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	CLARE'S BOUTIQUES, INC. By _____
Dated: 1/12 , 2006	CHARLOTTE RUSSE, INC. By <u>3</u> _____
Dated: , 2006	COST PLUS, INC. By _____

1 Dated: Jan 13, , 2006

EXPRESS, LLC

By Douglas L. Williams

5 Dated: Jan 13, , 2006

THE LIMITED STORES, INC.

By Douglas L. Williams

9 Dated: Jan 13, , 2006

VICTORIA'S SECRET STORES, LLC

By Douglas L. Williams

13 Dated: Jan 13, , 2006

VICTORIA'S SECRET DIRECT, LLC

By Douglas L. Williams

17 Dated: , 2006

FEDERATED DEPARTMENT STORES, INC.

By _____

21 Dated: , 2006

MACY'S WEST, INC.

By _____

1 Dated: , 2006

EXPRESS, LLC

4 By _____

5 Dated: , 2006

LIMITED STORES

8 By _____

9 Dated: , 2006

VICTORIA'S SECRET STORES

12 By _____

13 Dated: , 2006

VICTORIA'S SECRET DIRECT

16 By _____

17 Dated: , 2006

VICTORIA'S SECRET BEAUTY

20 By _____

21 Dated: , 2006

FEDERATED DEPARTMENT STORES, INC.

24 By  _____

01-13 18:45

Date: Jan 12, 2010

MACY'S WEST, INC.

13v.

Date: 2016

FEDERATED RETAIL HOLDINGS, INC.

334

Dated: , 2006

FOREVER 21, INC.

14

Date: _____, 2006

FOREVER 21 RETAIL, INC.

6.

Dated: , 2006

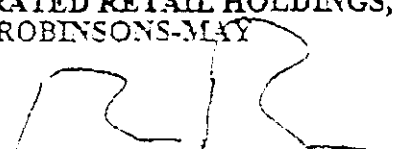
GOTTSCHALKS, INC.

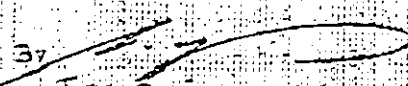
By:

Dated: _____, 2006

GROUP USA APPAREL, INC.

By_

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 _____

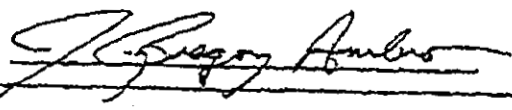
1 Dated: 2006 TOYS "R" US, INC.
2
3 By
4 Dated: 2006 THE WALT DISNEY WORLD CO.
5
6
7 By
8 Dated: 2006 FOREVER 21, INC. and
9 FOREVER 21 RETAIL, INC.
10
11 By 
12 Dated: 1/3/2006 Joe S. Kim, SVP
13 Flag 21, Inc. and
14 Forever 21 Retail, Inc.
15
16 Dated: 2006
17
18 Dated: 2006
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20 By
21 Dated: 2006
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23 By
24 Dated: 2006
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26 By
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01/11/2006 15:38 2127656538 RTHGA ROYAL
 01/10/2006 TUE 17:13 FAX 868 434 4688 GOTTSCHALKS executive
 01/10/2006 TUE 17:13 FAX 868 434 4688 WHAXLEY.RATLIFF

PAGE 02/02


0003/003

0002/002


1	Dated: , 2006	MACY'S WEST, INC.
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4		By _____
5	Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC.
6		
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8		By _____
9	Dated: , 2006	FOREVER 21, INC.
10		
11		
12		By _____
13	Dated: , 2006	FOREVER 21 RETAIL, INC.
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16		By _____
17	Dated: JAN 11 , 2006	GOTTSCHALKS, INC.
18		
19		
20		By 
21	Dated: , 2006	GROUP USA APPAREL, INC.
22		
23		
24		By _____
25		
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-27-

15015217.2 CONSENT JUDGMENT 01/06/2006

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2	Dated: , 2006	MACY'S WEST, INC.
3		
4		By _____
5		
6	Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC.
7		
8		By _____
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10	Dated: , 2006	FOREVER 21, INC.
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12		By _____
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14	Dated: , 2006	FOREVER 21 RETAIL, INC.
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16		By _____
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18	Dated: , 2006	GOTTSCHALKS, INC.
19		
20		By _____
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22	Dated: <i>JAN. 12</i> , 2006	GROUP USA APPAREL, INC.
23		
24		By  _____
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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 Langsørf</u> WILLIAM LANGSØRF 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 _____

1 Dated: , 2006

HUB DISTRIBUTING, INC.

2 By _____

3
4
5 Dated: *June 20*, 2006

J.C. PENNEY CORPORATION, INC.

6 By *Cindy P. Connor*

7
8
9 Dated: , 2006

KOHL'S CORPORATION

10 By _____

11
12 Dated: , 2006

KOHL'S DEPARTMENT STORES, INC.

13 By _____

14
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16 Dated: , 2006

KMART CORPORATION

17 By _____

18
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20 Dated: , 2006

JOE BOXER COMPANY, INC.

21 By _____

1	Dated: , 2006	HOT TOPIC, INC.
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5	Dated: , 2006	HUB DISTRIBUTING, INC.
6		
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8		By _____
9	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
10		
11		
12		By _____
13	Dated: JAN. 10, 2006	KOHL'S CORPORATION
14		
15		
16		By <u>Peggy Eshenan</u> EVE of Product Development
17	Dated: JAN. 10, 2006	KOHL'S DEPARTMENT STORES, INC.
18		
19		
20		By <u>Peggy Eshenan</u> EVE of Product Development
21	Dated: , 2006	KMART CORPORATION
22		
23		
24		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: January 17, 2006

KMART CORPORATION

By Mary Terrence

Dated: , 2006

JOE BOXER COMPANY, INC.

By _____

1 Dated: , 2006

HUB DISTRIBUTING, INC.

2 By _____

3 Dated: , 2006

J.C. PENNEY CORPORATION, INC.

4 By _____

5 Dated: , 2006

KOHL'S CORPORATION

6 By _____

7 Dated: , 2006

KOHL'S DEPARTMENT STORES, INC.

8 By _____

9 Dated: , 2006

KMART CORPORATION

10 By _____

11 Dated: JAN. 19 , 2006

12 JOE BOXER COMPANY, INC. - ASSIGNED
TO: IP HOLDINGS LLC

13 By  _____

14 Warren Clamen, President

15 IP Holdings and Management Corp.

16 Its Sole Manager

Dated: , 2006

By _____

Dated: January 17, 2006

SEARS ROEBUCK AND CO.

By Mary Terrence

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 _____

Dated: _____, 2006

By _____

Dated: _____, 2006

By _____

Dated: Jan. 10, 2006

By _____

Dated: Jan. 10, 2006

By Linda M. Madwaz, Vice President

Dated: _____, 2006

By _____

Dated: _____, 2006

LIMITED TOO STORE PLANNING, INC.

By _____

Dated: , 2006

JOE BOXER COMPANY, INC.

By _____

Dated: , 2006

By _____

Dated: , 2006

SEARS ROEBUCK AND CO.

By _____

Dated: _____, 2006

LANE BRYANT, INC.

By _____

Dated: Jan. 12, 2006

LERNER NEW YORK, INC.

By James Earl

Dated: _____, 2006

LIMITED TOO STORE PLANNING, INC.

By _____

1 Dated: , 2006

2 
3
4 By _____

5 Dated: , 2006

6 SEARS ROEBUCK AND CO.

7 By _____
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9 Dated: , 2006

10 LANE BRYANT, INC.

11 By _____
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13 Dated: , 2006

14 LERNER NEW YORK, INC.

15 By _____
16

17 Dated: 1/17 , 2006

18 LIMITED TOO STORE PLANNING, INC.

19 By William May
20

21 Dated: 1/17 , 2006

22 TOO, INC.

23 By William May
24
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26
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1 Dated: , 2006

2 TOO, INC.

3
4 By _____

5 Dated: Feb 17, 2006

6 LONGS DRUG STORES CALIFORNIA, INC.

7 Senior Vice President and
8 General Counsel

9 By William J. Foy

10 Dated: , 2006

11 MERVYN'S, LLC

12 By _____

13 Dated: , 2006

14 NORDSTROM, INC.

15
16 By _____

17 Dated: , 2006


18 ROSS STORES, INC.

19
20 By _____

21 Dated: , 2006

22 STYLES FOR LESS, INC.


23
24 By _____

1	Dated: , 2006	TOO, INC.
2		
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4		By _____
5	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
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8		By _____
9	Dated: , 2006	MERVYN'S, LLC
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11		
12		By 
13	Dated: , 2006	NORDSTROM, INC.
14		
15		
16		By _____
17	Dated: , 2006	ROSS STORES, INC.
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21	Dated: , 2006	STYLES FOR LESS, INC.
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24		By _____
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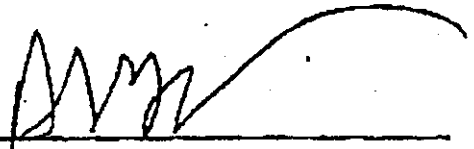
Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC. By _____
Dated: , 2006	MERVYN'S, LLC By _____
Dated: , 2006	NORDSTROM, INC. By <u>Margaret Meyer</u>
Dated: , 2006	ROSS STORES, INC. By _____
Dated: , 2006	STYLES FOR LESS, INC. By _____
Dated: , 2006	TARGET CORPORATION By _____


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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  <u>MARK S. ASKANAS</u> GENERAL COUNSEL & SENIOR VICE PRESIDENT
Dated: , 2006	STYLES FOR LESS, INC. By _____
Dated: , 2006	TARGET CORPORATION By _____

STYLES

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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: 1-24 - , 2006	STYLES FOR LESS, INC. By 


1 2 3 4	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC. By _____
5 6 7 8	Dated: , 2006	MERVYN'S, LLC By _____
9 10 11	Dated: , 2006	NORDSTROM, INC. By _____
12 13 14 15	Dated: , 2006	ROSS STORES, INC. By _____
16 17 18	Dated: , 2006	STYLES FOR LESS, INC. By _____
19 20 21 22	Dated: Jan. 12 , 2006	TARGET CORPORATION By <u></u>

1 Dated: , 2006	TARGET CORPORATION
2	
3	
4	By _____
5 Dated: January 9, 2006	THE BUCKLE, INC.
6	
7	
8	By <u>Loren B. Rhoads</u>
9 Dated: , 2006	TOYS "R" US, INC.
10	
11	
12	By _____
13 Dated: , 2006	WALGREEN CO.
14	
15	
16	By _____
17 Dated: , 2006	XXXXXXXXXXXXXXXXXXXX
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20	By _____
21 Dated: , 2006	THE WALT DISNEY WORLD CO.
22	
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Dated: , 2006	THE BUCKLE, INC. By _____
Dated: January 23, 2006	TOYS "R" US, INC. By <u>Ernest J. Hancini</u> <u>S.I.P. Contingent Personal Worlds</u>
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	XXXXXXXXXXXX By _____
Dated: , 2006	WALT DISNEY WORLD CO. By _____
Dated: , 2006	THE WET SEAL, INC. By _____

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Dated: , 2006	TARGET CORPORATION By _____
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 _____


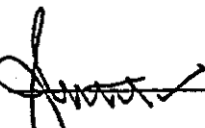
1	Dated: , 2006	THE BUCKLE, INC.
2		By _____
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5	Dated: , 2006	TOYS "R" US, INC.
6		By _____
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8		
9	Dated: , 2006	WALGREEN CO.
10		By _____
11		
12	Dated: , 2006	XXXXXXXXXXXXXXXXXXXX
13		By _____
14		
15		
16	Dated: 1/12 , 2006	WALT DISNEY WORLD CO.
17		By <u>John D. [Signature]</u>
18		
19	Dated: , 2006	THE WET SEAL, INC.
20		By _____
21		
22		
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35025772

- 31 -

CONSENT JUDGMENT

MENT PREPARED
CYCLED PAPER

1 2 3 4	Dated: , 2006	THE BUCKLE, INC. By _____
5 6 7	Dated: , 2006	TOYS "R" US, INC. By _____
8 9 0	Dated: , 2006	WALGREEN CO. By _____
1 2 3 4	Dated: , 2006	 By _____
5 6 7 8	Dated: , 2006	WALT DISNEY WORLD CO. By _____
9 0 1 2 3	Dated: Jan. 24 , 2006	THE WET SEAL, INC. AND DBA ARDEN B By  John Luttrell, Chief Financial Officer

1 Dated: Jan 24, 2006

2 THE WET SEAL RETAIL, INC. AND DBA
3 ARDEN B

4 By John Lustrell

5 John Lustrell, Chief Financial Officer

6 Dated: , 2006

7 ZUMIEZ, INC.

8 By _____

9 Dated: , 2006

10 ADINA, INC.

11 By _____

12 Dated: , 2006

13 ARDEN JEWELRY MANUFACTURING
14 COMPANY, INC.

15 By _____

16 Dated: , 2006

17 BALLET JEWELS, L.L.C.

18 By _____

19 Dated: , 2006

20 BERNARDO MANUFACTURING

21 By _____

1	Dated: , 2006	THE WET SEAL, INC.
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4		By _____
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
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8		By _____
9	Dated: , 2006	ZUMIEZ, INC.
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12		By <u>B. Morris</u>
13	Dated: , 2006	ADINA, INC.
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16		By _____
17	Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
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22	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: 1/10, 2006

ADINA, INC.

By 

Dated: , 2006

ARDEX JEWELRY MANUFACTURING
COMPANY, INC.

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Dated: , 2006

BALLET JEWELS, L.L.C.

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THE WET SEAL, INC.

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THE WET SEAL RETAIL, INC.

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Dated: , 2006

ZUMIEZ, INC.

By _____

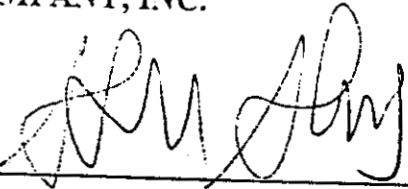
Dated: , 2006

ADINA, INC.

By _____

Dated: 1/9 , 2006

**ARDEN JEWELRY MANUFACTURING
COMPANY, INC.**

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Dated: , 2006

BALLET JEWELS, L.L.C.

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THE WET SEAL, INC.

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THE WET SEAL RETAIL, INC.

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ZUMIEZ, INC.

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ADINA, INC.

By _____

Dated: , 2006

ARDEN JEWELRY MANUFACTURING
COMPANY, INC.

By _____

Dated: 1/10 , 2006

BALLET JEWELS, L.L.C.

By Thomas P. Basi
Chief Executive Officer

1 Dated: 1/11, 2006

2 BERNARDO MANUFACTURING

3 By  1/11/06

4 Dated: , 2006

5 BUY-RITE COSTUME JEWELRY, INC.

6 By _____

7 Dated: , 2006

8 BUY-RITE DESIGNS, INC.

9 By _____

10 Dated: , 2006

11 CAROL DAUPLAISE, LTD.

12 By _____

13 Dated: , 2006

14 CAROL FOR EVA GRAHAM, INC.

15 By _____

16 Dated: , 2006

17 CAROL INCORPORATED

18 By _____

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Dated: , 2006

BERNARDO MANUFACTURING

By _____

Dated: *January 9*, 2006

BUY-RITE COSTUME JEWELRY, INC.

By *Ally T. [Signature]*

Dated: , 2006

BUY-RITE DESIGNS, INC.

By _____

Dated: , 2006

CAROL DAUPLAISE, LTD.

By _____

Dated: , 2006

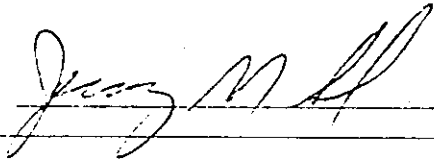
CAROL FOR EVA GRAHAM, INC.

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Dated: , 2006


CAROL INCORPORATED

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Dated: , 2006	BUY-RITE DESIGNS, INC. By _____
Dated: 1/11 , 2006	CAROL DAUPLAISE, LTD. By <u>Carol Dauplaise</u>
Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: , 2006	CAROL INCORPORATED By _____

Dated: January 10, 2006	CAROL FOR EVA GRAHAM, INC.  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 <i>[Signature]</i>
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

1 Dated: , 2006

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

4 By Eugene Feola

5 Eugene Feola, Vice President

6 Dated: , 2006

7 CATHERINE STEIN DESIGNS, INC.

8 By _____

9
10 Dated: , 2006

11 CRIMZON ROSE ACCESSORIES, INC.

12 By _____

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14 Dated: , 2006

15 DANECRAFT, INC.

16 By _____

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18 Dated: , 2006

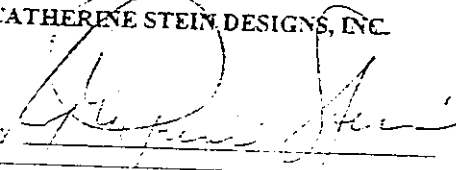
19 ERICA LYONS

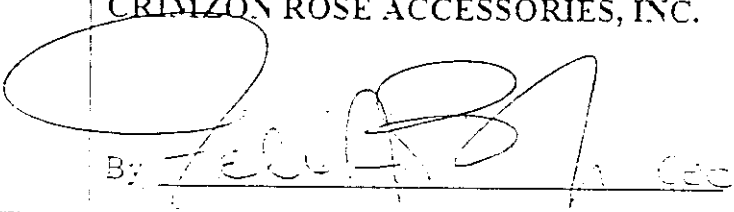
20 By _____

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22 Dated: , 2006

23 FAD TREASURES

24 By _____

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A
2		CAROLEE
3		By _____
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5	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
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7		By _____
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9	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
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12	Dated: , 2006	DANECRAFT, INC.
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15	Dated: , 2006	ERICA LYONS
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RETAIL BRAND ALLIANCE, INC. D/B/A
CAROLEE

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Dated: , 2006

CATHERINE STEIN DESIGNS, INC.

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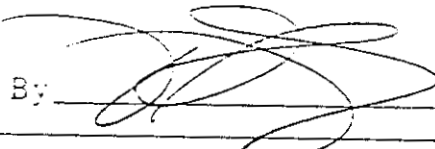
Dated: , 2006

CRIMZON ROSE

By _____

Dated: 1/12 , 2006

DANECRAFT, INC.

By  CEO - DANECRAFT
INC.

Dated: , 2006

ERICA LYONS

By _____

Dated: , 2006

FAD TREASURES

By _____

1 2 3 4	Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
5 6 7	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC. By _____
8 9 10 11	Dated: , 2006	DANECRAFT, INC. By _____
12 13 14 15	Dated: , 2006	ERICA LYONS By <u><i>Erica Lyons</i></u>
16 17 18	Dated: , 2006	FAD TREASURES By _____
19 20 21 22	Dated: , 2006	F.A.F., INC. By _____

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

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Dated: , 2006

CATHERINE STEIN DESIGNS, INC.

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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 _____

1	Dated: , 2006	F.A.F., INC.
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5	Dated: JAN. 10 , 2006	FASHION ACCENTS, INC.
6		
7		
8		By <u>Jane J. Coog, Jr.</u>
9		
10	Dated: , 2006	FIESTA JEWELRY, INC.
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12		By _____
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14	Dated: , 2006	FINESSE NOVELTY CORPORATION
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18	Dated: , 2006	GIGI ACCESSORIES
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Dated: , 2006

F.A.F., INC.

By _____

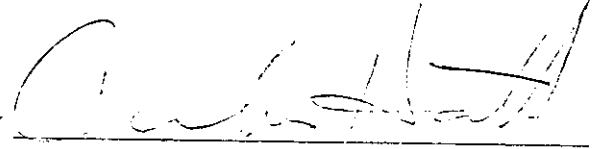
Dated: , 2006

FASHION ACCENTS, INC.

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Dated: 1/9 , 2006

FIESTA JEWELRY, INC.

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FINESSE NOVELTY CORPORATION

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Dated: , 2006

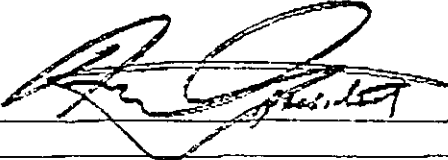
GIGI ACCESSORIES

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HABITAT, INC.

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1 2 3 4	Dated: , 2006	FASHION ACCENTS, INC. By _____
5 6 7	Dated: , 2006	FIESTA JEWELRY, INC. By _____
8 9 10 11 12	Dated: <i>January 13</i> , 2006	FINESSE NOVELTY CORP., D.B/A ACCESSORY SOLUTIONS, AMBIANCE ACCESSORY, AND JEWELRY SALES By: 
13 14 15 16	Dated: , 2006	GIGI ACCESSORIES By _____
17 18 19	Dated: , 2006	HABITAT, INC. By _____
20 21 22 23	Dated: , 2006	JJAMZ, INC. By _____

Dated:	, 2006	F.A.F., INC.	
		By	
Dated:	, 2006	FASHION ACCENTS, INC.	
		By	
Dated:	, 2006	FIESTA JEWELRY, INC.	
		By	
Dated:	, 2006	FINESSE NOVELTY CORPORATION	
		By	
Dated:	, 2006	GIGI ACCESSORIES	
1/17/08		By	
Dated:	, 2006	HABITAT, INC.	
		By	
Dated:	, 2006	JJAMZ, INC.	
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Dated:	, 2006	K&M ASSOCIATES, L.P.	

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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

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Dated: , 2006

GIGI ACCESSORIES

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HABITAT, INC.

By MSclp

Dated: , 2006

JJAMZ, INC.

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Dated: 1 / 11 , 2006	JJAMZ, INC. By <u>W. Quinn, Pres. CEO</u>
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: , 2006	LIZ CLAIBORNE, INC. By _____

1 Dated: 6/13, 2006

K&M ASSOCIATES, L.P.

2
3 By William Edwards
4 VICE PRESIDENT OF AIMPAR, INC.

5 Dated: , 2006

KENILWORTH CREATIONS

6
7 By _____

8 Dated: , 2006

KERISSA CREATIONS

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10 By _____

11 Dated: , 2006

KEY ITEM SALES, INC.

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14 Dated: , 2006

LIZ CLAIBORNE, INC.


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16 By _____

17 Dated: , 2006

HASKELL JEWELS, LTD.

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Dated: , 2006	JJAMZ, INC. By _____
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: 1 / 10 , 2006	KENILWORTH CREATIONS By <u></u>
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: , 2006	LIZ CLAIBORNE, INC. By _____

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JJAMZ, INC.

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K&M ASSOCIATES, L.P.

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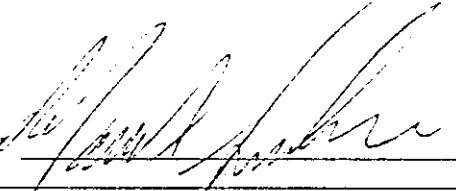
9 Dated: , 2006

KENILWORTH CREATIONS

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KERISSA CREATIONS

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KEY ITEM SALES, INC.

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LIZ CLAIBORNE, INC.

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JJAMZ, INC.

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K&M ASSOCIATES, L.P.

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9 Dated:

10 , 2006

KENILWORTH CREATIONS

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KERISSA CREATIONS

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17 Dated:

18 Jan 12 2006

KEY ITEM SALES, INC.

19
20 By Shirley Rappert

21 Dated:

22 , 2006

LIZ CLAIBORNE, INC.

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24 By _____

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JJAMZ, INC.

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K&M ASSOCIATES, L.P.

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KENILWORTH CREATIONS

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KERISSA CREATIONS

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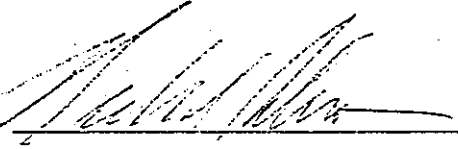
17 Dated: , 2006

KEY ITEM SALES, INC.

20 By _____

21 Dated: *January 12*, 2006

LIZ CLAIBORNE, INC.

24 By 

1	Dated: Jan 13, 2006	HASKELL JEWELS, LTD.
2		
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4		By <u>Salvatore Fallick</u>
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY
6		JEWELRY COMPANY
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10	Dated: , 2006	ORION FASHIONS, INC.
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14	Dated: , 2006	RAINBOW SALES INCORPORATED
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18	Dated: , 2006	JEWELRY FASHIONS, INC.
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22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
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1	Dated: , 2006	HASKELL JEWELS, LTD.
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5	Dated: 1/10, 2006	MJM JEWELRY CORP., D/B/A BERRY
6		JEWELRY COMPANY
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8		By <u>Matthew Berry</u>
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10	Dated: , 2006	ORION FASHIONS, INC.
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14	Dated: , 2006	RAINBOW SALES INCORPORATED
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18	Dated: , 2006	JEWELRY FASHIONS, INC.
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HASKELL JEWELS, LTD.

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

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10 Dated: JAN 11 , 2006

ORION FASHIONS, INC.

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12 By  _____

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RAINBOW SALES INCORPORATED

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18 Dated: , 2006

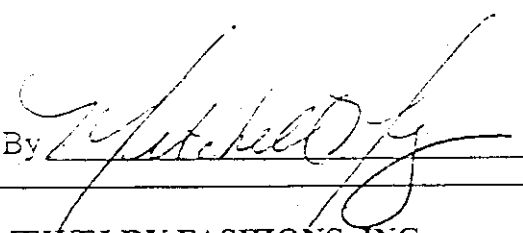
JEWELRY FASHIONS, INC.

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22 Dated: , 2006

SCORPIO ACCESSORIES, LLC

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5	Dated: , 2006	MJM JEWELRY CORP.
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13	Dated: JAN, 11, 2006	RAINBOW SALES INCORPORATED
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MJM JEWELRY CORP., D/B/A BERRY
JEWELRY COMPANY

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ORION FASHIONS, INC.

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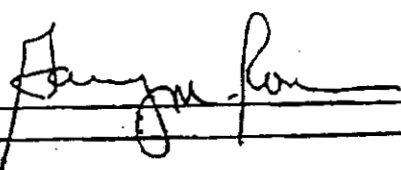
Dated: , 2006

RAINBOW SALES INCORPORATED

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Dated: JAN. 12 , 2006

JEWELRY FASHIONS, INC.

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SCORPIO ACCESSORIES, LLC

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

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ORION FASHIONS, INC.

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RAINBOW SALES INCORPORATED

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JEWELRY FASHIONS, INC.

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SCORPIO ACCESSORIES, LLC

By Michael J. Zuma

20 Dated: , 2006

SHALOM INTERNATIONAL, CORP.

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Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY By _____
Dated: , 2006	ORION FASHIONS, INC. By _____
Dated: , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	JEWELRY FASHIONS, INC. By _____
Dated: , 2006	SCORPIO ACCESSORIES, LLC By _____
Dated: 11/17, 2006	SHALOM INTERNATIONAL, CORP. EDWARD SHOMEL, CFO By <u>Edward Shomel</u>

Dated: / / , 2006

By _____

Dated: , 2006

By [Signature] pro.

By _____

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Dated: _____, 2006

By _____

By _____,

1 Dated: , 2006

SHALOM INTERNATIONAL, CORP.

By _____

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STEPHAN & CO.

By _____

9 Dated: 1/11 , 2006

TANYA CREATIONS, INC.

By 

13 Dated: , 2006

TSL HOLDING COMPANY

By _____

17 Dated: , 2006

VETTA JEWELRY, INC.

By _____

21 Dated: , 2006

VICTORIA + CO., LTD.

By _____

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Dated: , 2006	SHALOM INTERNATIONAL, CORP. By _____
Dated: , 2006	STEPHAN & CO. By _____
Dated: , 2006	TANYA CREATIONS, INC. By _____
Dated: <i>JAN 10</i> , 2006	TSI HOLDING COMPANY By <i>[Signature]</i> , Vice President
Dated: , 2006	VETTA JEWELRY, INC. By _____
Dated: , 2006	VICTORIA + CO., LTD. By _____

1	Dated: , 2006	SHALOM INTERNATIONAL, CORP.
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12		By _____
13	Dated: , 2006	TSI HOLDING COMPANY
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16		By _____
17	Dated: <i>January 10, 2006</i>	VETTA JEWELRY, INC.
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20		By <i>[Signature]</i>
21		<i>MARY WALSH President</i>
22	Dated: , 2006	VICTORIA + CO., LTD.
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16		By _____
17	Dated: , 2006	VETTA JEWELRY, INC.
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20		By _____
21	Dated: 1/11, 2006	VICTORIA + CO., LTD.
22		RICHARD M. ANDREOLI
23		PRESIDENT / COO
24		By <i>R. M. Andreoli</i>
25		1/11/06
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1 Dated: Jan. 10 , 2006

CATHERINE'S, INC.

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4 By 

Thomas M. Smith, Vice President

5 Dated: Jan. 10 , 2006

FASHION BUG RETAIL COMPANIES, INC.

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8 By 

John J. Sullivan, Vice President

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2 Dated: 1/14/ , 2006

AEROPOSTALE, INC.

3
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5 By 

6 Dated: , 2006

7 AMERICAN EAGLE OUTFITTERS, INC.

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9 By

Dated: , 2006

AEROPOSTALE, INC.

By _____

Dated: 1/13 , 2006

AMERICAN EAGLE OUTFITTERS, INC.

By Neil B. H. H.

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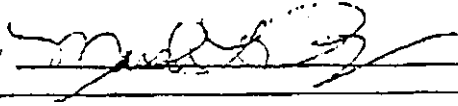
Dated: , 2006

DD'S DISCOUNTS

By MARK S. ASKANAS

GENERAL COUNSEL & SENIOR VICE PRESIDENT

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Dated: , 2006	DISNEY ENTERPRISES, INC. By 
Dated: , 2006	THE ASSOCIATED MERCHANDISING CORPORATION By _____

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DISNEY ENTERPRISES, INC.

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4 By _____

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6 Dated: Jan. 12, 2006

THE ASSOCIATED MERCHANDISING
CORPORATION

7
8 By John Paul

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BLOOMINGDALES

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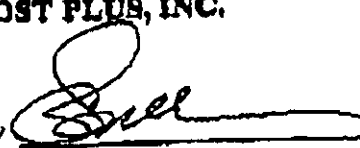
3 JUSTICE STORES LLC

4 By Sally A. Boyer
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Dated: 20 Jan , 2006	MONOGRAM INTERNATIONAL, INC. By <u>Vesiahoe</u>
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Dated: , 2006	COST PLUS, INC. By 
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INT PREPARED
CYCLED PAPER

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CONSENT JUDGMENT

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

4 Dated:

5 _____
6 Hon.
7 Judge of the Superior Court of the State of California
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EXHIBIT A (SETTLING DEFENDANTS)

1. INITIAL RETAILER SETTLING DEFENDANTS

A. AIJJ Enterprises, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; and The New 5-7-9 And Beyond, Inc. (*Mediation Committee*)

Related Companies: Rainbow USA, Inc.; A.I.J.J. Management Co., Inc.; Rainbow Women's Retail Group, Ltd.; Cheb I N.J., Corp.; Spencer of Secaucus, Inc.; Spencer No. 300 Corp.; Coda Emerald, Inc.; Foxbow Realty, Inc.; Rainbow Ashland Apparel, Inc.; Rainbow Northeast Leasing, Inc.; Rainbow Southeast Leasing, Inc.; Rainmoor, Inc.; Rainbow Puerto Rico Stores, Inc.; Kid Spot Emerald, Inc.; Youth Centre, Inc.; Unishop of Nazareth, Inc.; Chaps, Inc.; Children's Wear of Meriden, Inc.; Youth Center of Massachusetts, Inc.; Fashion Gallery, Inc.; Best Price: Brooks: Brooks Fashions; Caren Charles; Emphasis; Fashion Cents; 5-7-9; Foxmoor; Foxmoor Kids; Kids Spot; McCrory; One Price; One Price Clothing; Plymouth; Rainbow; Rainbow Shops; Rainbow Apparel Companies; Rainbow Kids; Rainbow Plus; Rainbow Kids Plus; Size 5-7-9; Size 5-7-9 Shops; Ups & Downs; and Ups N Downs.

B. Aeropostale, Inc.

Related Company: Jimmy'Z Surf Co., Inc.

C. American Eagle Outfitters, Inc.

Related Company: Martin + OSA

D. Burlington Coat Factory Warehouse Corporation (*Mediation Committee*)

E. CBI Distributing Corp. and Claire's Boutiques, Inc. (*Mediation Committee*)

F. Charlotte Russe, Inc.

G. Cost Plus, Inc.

Related Company: Cost Plus Management Services, Inc.

H. Express, LLC (*Mediation Committee*)

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

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

Affiliate: Bloomingdale's

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

K. Gottschalks, Inc.

L. Group USA Apparel, Inc.

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

N. Hub Distributing, Inc.

Related Companies: Anchor Blue Retail Group, Inc.

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

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

Q. Kmart Corporation; Joe Boxer Company, Inc.; and Sears Roebuck and Co.
(*Mediation Committee*)

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

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

S. Lerner New York, Inc.

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

Affiliate: Justice Stores LLC

U. Longs Drug Stores California, Inc.

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

W. Monogram International, Inc.

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

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

Affiliate: dd's DISCOUNTS

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.

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

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

CLASS 1 COMPONENTS

Stainless and surgical steels

Karat gold

Sterling silver

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

Natural and cultured pearls.

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

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

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

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

Adhesives

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

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	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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CLASS 3 COMPONENTS

Class 3 Components shall contain no more than 0.06% lead.

Class 3 Components used in Children's Products shall contain no more than 0.02% lead.

BODY PIERCING JEWELRY

Body Piercing Jewelry shall be made of one of the following materials:

- Surgical Implant Stainless Steel
- Surgical Implant grades of Titanium
- Niobium (Nb)
- Solid 14 karat or higher white or yellow nickel-free gold
- Solid platinum
- A dense low porosity plastic such as Tygon or PTFE with no intentionally added lead

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.

PLATING PROCEDURES

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

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

EXHIBIT D (TESTING PROTOCOLS)

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

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

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

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

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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	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.
Unplated metal and metal substrates not defined as Class 1 Components.	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.
Polyvinyl chloride (PVC)	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.
Non-PVC Plastic Rubber (e.g., acrylic, polystyrene, plastic beads/stones).	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.
<u>Coatings on Glass and Plastic Pearls.</u>	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

	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.
Dyes, paints, coatings, varnish	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. 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.
Glass, ceramic, and crystal used in Children's Product	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.

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. Crimson 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.
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EXHIBIT F (PERSONS TO WHOM NOTICES ARE TO BE SENT)

For Plaintiff People of the State of California, ex rel. Bill Lockyer, Attorney General:
Harrison M. Pollak
Deputy Attorney General
Department of Justice
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, California 94612-0550
Tel: (510) 622-2133 Fax: (510) 622-2270
Harrison.pollak@doj.ca.gov

For Plaintiff Center for Environmental Health:

Eric S. Somers, Esq.
Mark N. Todzo, Esq.
Howard J. Hirsch, Esq.
Lexington Law Group, L.L.P.
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San Francisco, California 94122
Tel: (415) 759-4111 Fax: (415) 759-4112
esomers@lexlawgroup.com
mtodzo@lexlawgroup.com
hhirsch@lexlawgroup.com

For Plaintiff As You Sow:

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Law Office Babak Naficy
1204 Nipomo Street
San Luis Obispo, California 93401
Tel: (805) 593-0926
babaknaficy@sbcglobal.net

For Defendant Aeropostale, Inc.:

Edward M. Slezak
General Counsel
Aeropostale, Inc.
112 West 34th Street, 22nd Floor
New York, NY 10120

1 **For Defendant American Eagle Outfitters, Inc.:**

2 General Counsel

3 American Eagle Outfitters, Inc.

4 150 Thorn Hill Drive

5 Warrendale, PA 15086-7528

6 **For Defendant Burlington Coat Factory Warehouse Corporation:**

7 Stacy John Haigney

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13 **For Defendants CBI Distributing Corp. and Claire's Boutiques, Inc.:**

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15 Claire's Boutiques, Inc.

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