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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

PEOPLE OF THE STATE OF CALIFORNIA, ex)
rel. BILL LOCKYER, Attorney General, et al.,)
Plaintiffs,)
vs.)
BURLINGTON COAT FACTORY)
WAREHOUSE CORPORATION, et al,)
Defendants.)

Case No. RG 04-162075
(Consolidated with RG 04-162037, RG
04-169511)
[PROPOSED] CONSENT JUDGMENT

AND RELATED CONSOLIDATED CASES.

1. INTRODUCTION

1.1 Beginning on or about April 24, 2006, June 23, 2006, October 20, 2006, and
December 27, 2006, and April 27, 2007, the Center For Environmental Health, a California non-
profit corporation ("CEH") provided a "Notice of Violation of Proposition 65" to the California
Attorney General, the District Attorneys of every county in California, the City Attorneys of every
California city with a population greater than 750,000, and to 99¢ Only Stores, Aldo Group, Inc.
and Aldo US, Inc., Big Lots Stores, Inc., DM Merchandising, Inc., Donkie, LLC dba Ambiance,
Home Shopping Network, Inc., Lucas Design International, Inc., Mel Bernie & Company, Inc.,

1 Metropark USA, Inc., Oak Patch Gifts, LLC, Spencer Gifts, LLC, T.J. Maxx of California, LLC
2 and The TJX Companies, Inc., The Talbots, Inc. (noticed as "Talbot's, Inc."), and ValueVision
3 Media, Inc. ("Settling Defendants") regarding the presence of lead in jewelry sold, manufactured
4 and/or distributed by Settling Defendants.

5 1.2 On May 12, 2006, CEH filed an action entitled *Center For Environmental Health*
6 *v. Nadri, et al.* (Alameda Superior Court Case No. RG 06-269531), which action was later
7 consolidated with three other actions including the lead case entitled *People v. Burlington Coat*
8 *Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

9 1.3 On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment
10 against a group of other defendants in the consolidated actions (the "Master Consent Judgment").

11 1.4 On June 15, 2006, upon noticed motion, the Court amended the Master Consent
12 Judgment by entering an Amended Consent Judgment in the consolidated actions (the "Amended
13 Master Consent Judgment").

14 1.5 On September 21, 2006, February 17, 2007, and July 19, 2007, the Complaint in
15 the *Center For Environmental Health v. Nadri, et al.* action was amended to name additional
16 defendants, including the Settling Defendants.

17 1.6 Each of the Settling Defendants is a corporation that employs 10 or more persons,
18 and which manufactures, distributes and/or sells Covered Products in the State of California.

19 1.7 For purposes of this Consent Judgment only, CEH and the Settling Defendants (the
20 "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in
21 the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the
22 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
23 enter this Consent Judgment as a full and final resolution of all claims which were or could have
24 been raised in the Complaint based on the facts alleged therein with respect to Covered Products
25 manufactured, distributed, and/or sold by the Settling Defendants.

26 1.8 CEH and Settling Defendants enter into this Consent Judgment as a full and final
27 settlement of all claims that were raised in the Complaint, or which could have been raised in the
28 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By

1 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not
2 admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law
3 suggesting or demonstrating any violations of Proposition 65 or any other statutory, common law
4 or equitable requirements relating to lead in jewelry. Nothing in this Consent Judgment shall be
5 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of
6 law, nor shall compliance with the Consent Judgment constitute or be construed as an admission
7 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this
8 Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the
9 Parties may have in this or any other or future legal proceedings. This Consent Judgment is the
10 product of negotiation and compromise and is accepted by the Parties for purposes of settling,
11 compromising, and resolving issues disputed in this action.

12 1.9 CEH and Settling Defendants intend, and the Court finds, that the injunctive terms
13 contained in Sections 2, 3 and 4 of this Consent Judgment are “substantially identical terms as
14 provided in Sections 2, 3 and 4 of the amended consent judgment,” as those terms are used in
15 Health & Safety Code § 25214.3(d).

16 **2. DEFINITIONS**

17 2.1 The term “Person” shall have the same meaning as that term is defined in
18 California Health & Safety Code section 25249.11, subdivision (a).

19 2.2 The term “Covered Products” means (a) the following ornaments worn by a person:
20 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,
21 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other
22 component of such an ornament.

23 2.3 The term “Body Piercing Jewelry” means any part of a Covered Product that is
24 manufactured or sold for placement in new piercings and/or mucous membranes, and does not
25 include those parts of Covered Products not placed within new piercings and/or mucous
26 membranes.

27 2.4 The term “Children’s Products” means Covered Products that are made for,
28 marketed for use by, or marketed to, Children.

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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

Settling Defendants 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 Settling Defendants 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 that are or will be offered for retail sale in California to a Settling Defendant.

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 October 15, 2007.

2.8 The term “Final Compliance Date” means (a) March 1, 2008 for all Covered Products other than Children’s Products; and (b) October 15, 2007 for all Children’s Products.

1 **3. INJUNCTIVE RELIEF**

2 **3.1 Reformulation of Covered Products.** Subject to any Additional Injunctive Relief
3 (as defined in Section 3.5) agreed to by a Settling Defendant, after the Shipping Compliance Date,
4 a Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail
5 sale in California unless the Covered Product complies with Section 3.2 or, for Children’s
6 Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After
7 the Final Compliance Date, no Settling Defendant shall: (i) manufacture; (ii) ship; or (iii) sell or
8 offer for sale Covered Products for retail sale in California unless the Covered Product complies
9 with Section 3.2 or, for Children’s Products, Section 3.3 or, for Body Piercing Jewelry, Section
10 3.4 of this Consent Judgment. Each Settling Defendant shall provide the requirements of this
11 Consent Judgment, as applicable to such Settling Defendant, to its Suppliers of Covered Products
12 no later than October 31, 2007, and shall request each Supplier to use best efforts to provide
13 compliant product as soon as commercially practicable.

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

17 **3.2.1** A “Class 1 Component” is the portion of a Covered Product that contains
18 one or more of the following materials:

19 3.2.1.1 Stainless and surgical steels.

20 3.2.1.2 Karat gold.

21 3.2.1.3 Sterling silver.

22 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium
23 (“platinum group metals”).

24 3.2.1.5 Natural and cultured pearls.

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

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1 3.2.1.7 Any gemstone that is cut and polished for ornamental purposes
2 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,
3 phosgenite, samarskite, vanadinite, and wulfenite.

4 3.2.1.8 Elastic, fabric, ribbon, rope, and string with no intentionally-added
5 lead and not otherwise listed as a Class 2 component.

6 3.2.1.9 Natural decorative materials (e.g., amber, bone, coral, feathers, fur,
7 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add
8 lead.

9 3.2.1.10 Adhesives.

10 3.2.2 A "Class 2 Component" is the portion of a Covered Product that contains
11 one or more of the following materials:

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

20 3.2.2.2 Unplated metal containing less than 1.5 percent lead that is not
21 defined as a Class 1 Component.

22 3.2.2.3 Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and
23 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For
24 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a
25 third party for retail sale in California, and for Covered Products sold or offered for retail sale in
26 California by Settling Defendants after August 31, 2009, this standard shall be no more than 0.02
27 percent (200 ppm) lead by weight
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1 3.2.2.4 Dyes and Surface Coatings containing less than 0.06 percent (600
2 parts per million) lead. For purposes of this Consent Judgment, "Surface Coating" shall carry the
3 same meaning as "Paint or other similar surface coating" under 16 CFR § 1303.2(b)(1) ("Paint and
4 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without
5 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is
6 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not
7 include printing inks or those materials which actually become a part of the substrate, such as the
8 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as
9 by electroplating or ceramic glazing.").

10 3.2.3 A "Class 3 Component" is any part of a Covered Product that is not a
11 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600
12 parts per million) lead.

13 3.3 Children's Products. Children's Products shall be made entirely from:

14 3.3.1 Non-metallic materials that are Class 1 Components;

15 3.3.2 Non-metallic materials that are Class 2 Components;

16 3.3.3 Metallic materials that are either Class 1 Components or contain less than
17 0.06 percent (600 parts per million) lead;

18 3.3.4 Glass or crystal decorative components that weigh in total no more than
19 1.0 gram, excluding any such glass or crystal decorative components that contain less than 0.02
20 percent (200 parts per million) lead and have no intentionally added lead.

21 3.3.5 Printing inks or ceramic glazes that contain less than 0.06 percent (600
22 parts per million) lead;

23 3.3.6 Class 3 Components that contain less than 0.02 percent (200 parts per
24 million) lead; or

25 3.3.7 Any combination thereof.

26 3.4 **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the
27 following materials:

28 3.4.1 Surgical Implant Stainless Steel

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- 3.4.2 Surgical Implant grades of Titanium
- 3.4.3 Niobium (Nb)
- 3.4.4 Solid 14 karat or higher white or yellow nickel-free gold
- 3.4.5 Solid platinum
- 3.4.6 A dense low porosity plastic such as Tygon or PTFE with no intentionally

added lead.

3.5 **Additional Injunctive Relief.** Settling Defendants have agreed to comply with certain additional injunctive relief requirements, as specified in Exhibit D. For purposes of Exhibit D, these additional injunctive relief provisions shall be defined as follows:

3.5.1 "600 ppm Standard" shall mean that, on or after March 1, 2009, the metallic materials used in Settling Defendant's Covered Products shall be either Class 1 Components or contain less than 0.06 percent (600 parts per million) lead. Between March 1, 2008 and March 1, 2009, the metallic materials used in Settling Defendant's Covered Products shall comply with Section 3.2.2.1 above.

3.5.2 "National Application of Reformulation Standards" shall mean that all Covered Products sold by the Settling Defendant within the United States shall comply with the lead content restrictions of Section 3 of this Consent Judgment.

3.5.3 "Market Withdrawal of Covered Products" shall mean that, on or before the Effective Date, with respect to the Covered Product(s) identified in Exhibit D, each Settling Defendant shall cease shipping to stores and/or customers in California, and shall withdraw such Covered Products from the market in California, and, at a minimum, send instructions to any of its stores and/or customers that offer the Covered Product for sale in California to cease offering such Covered Products for sale in California and to either return the Covered Products to the Settling Defendant for destruction, or to directly destroy the Covered Products. Any destruction of Covered products shall be in compliance with all applicable laws. The Settling Defendant shall keep and make available to CEH for inspection and copying records and correspondence regarding the market withdrawal and destruction of Covered Products. If there is a dispute over the corrective action, the Parties shall meet and confer before seeking any remedy in court.

1 3.5.4 “Accelerated Phase-Down” shall mean that the lead content requirements
2 effective December 31, 2008 and August 31, 2009 in Sections 3.2.2.1 and 3.2.2.3 shall all become
3 effective on August 31, 2008 for such Settling Defendant.

4 3.5.5 “Accelerated Final Compliance” shall mean that the Final Compliance
5 Date defined in Section 2.8 shall be modified to December 31, 2007 for all Covered Products
6 other than Children’s Products for such Settling Defendant. Children’s Products remain subject to
7 the September 1, 2007 Final Compliance Date.

8 3.5.6 “Supplier and Employee Training” shall mean that the Settling Defendant,
9 shall retain a third party consulting firm to develop the following training programs: (1) a training
10 seminar to be provided by such third party consulting firm for its management level-employees
11 that are responsible for acquisition and testing of Covered Products on the requirements of this
12 Consent Judgment for that particular Settling Defendant, and (2) a training seminar to be provided
13 either by such third party consulting firm or by the Settling Defendant for its Suppliers of Covered
14 Products, to train and educate the Suppliers on the requirements of this Consent Judgment for that
15 particular Settling Defendant. These seminars shall include training on compliance through
16 reformulation with confirmatory testing. The training seminar for employees and the materials
17 used for the Supplier training seminar must be approved in advance by Plaintiff. Such seminars
18 shall take place no later than three months after a Settling Defendant becomes party to this
19 Consent Judgment, and may be undertaken in combination with one or more other Settling
20 Defendants, provided that the seminars are tailored to the specific injunctive provisions agreed to
21 by each specific Settling Defendant. The training seminars may be live or web-based.

22 **4. ENFORCEMENT**

23 4.1 **General Enforcement Provisions.** The Attorney General or CEH may, by motion
24 or application for an order to show cause before this Court, enforce the terms and conditions
25 contained in this Consent Judgment, subject to the following:

26 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment
27 shall be brought exclusively pursuant to this Section 3.5.6.

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1 4.1.2 No action to enforce this Consent Judgment may be brought by CEH
2 unless the Attorney General either joins in such action or provides written non-objection to the
3 proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of
4 Section 4.3.4. The Attorney General agrees to provide either a written objection or written non-
5 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for
6 such a response from CEH, provided that the Attorney General may extend such 15 day response
7 time by a single extension of an additional 15 days by writing to the requesting party. The fact
8 that the Attorney General provides a written non-objection shall not be construed as endorsement
9 of or concurrence in an enforcement action. Any written non-objection shall be admissible in
10 court only if Settling Defendants challenges the right of CEH to enforce this Consent Judgment for
11 failure to obtain the written non-objection.

12 4.2 For purposes of this Section 3.5.6 only, the term "Settling Defendant" includes a
13 Person that was a party to the Amended Master Consent Judgment or to a consent judgment that
14 contained "identical or substantially identical terms as provided in Sections 2, 3 and 4 of the
15 amended consent judgment," as those terms are used in Health & Safety Code § 25214.3(d).

16 **4.3 Enforcement of Materials Violation.**

17 4.3.1 Notice of Violation. In the event that, at any time following the applicable
18 Final Compliance Date, the Attorney General or CEH ("Notifying Person") identifies one or more
19 Covered Products that the Notifying Person believes in good faith do not comply with Section 3 of
20 this Consent Judgment, the Notifying Person may issue a Notice of Violation pursuant to this
21 Section 3.5.6.

22 **4.3.2 Service of Notice of Violation and Supporting Documentation.**

23 4.3.2.1 The Notice of Violation shall be sent to the person(s) identified in
24 Exhibit D to receive notices for such Settling Defendants, and must be served within 45 days of
25 the date the alleged violation(s) was or were observed. The Notice of Violation shall also be
26 served on any Settling Defendant that is a Supplier of the Covered Products identified by Brand
27 Names listed on Exhibit D to the Amended Master Consent Judgment for the Covered Product(s)
28 in question.

1 4.3.2.2 The Notice of Violation shall, at a minimum, set forth for each
2 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
3 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
4 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered
5 Product and supporting documentation sufficient for validation of the test results, including all
6 laboratory reports, quality assurance reports and quality control reports associated with testing of
7 the Covered Products. Such Notice of Violation shall be based upon test data that meets the
8 criteria of Exhibit C. Wipe, swiipe, and swab testing are not sufficient to support a Notice of
9 Violation.

10 4.3.2.3 The Notifying Person shall promptly make available for inspection
11 and/or copying upon request all supporting documentation related to the testing of the Covered
12 Products and associated quality control samples, including chain of custody records, all laboratory
13 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
14 printouts from all analytical instruments relating to the testing of Covered Product samples and
15 any and all calibration, quality assurance, and quality control tests performed or relied upon in
16 conjunction with the testing of the Covered Products, obtained by or available to the Notifying
17 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if
18 available, any exemplars of Covered Products tested.

19 4.3.3 **Notice of Election of Response.** No more than 30 days after receiving a
20 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person
21 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
22 Election").

23 4.3.3.1 If a Notice of Violation is contested the Notice of Election shall
24 include all then-available documentary evidence regarding the alleged violation, including all test
25 data, if any. If the Settling Defendant or the Notifying Person later acquires additional test or
26 other data regarding the alleged violation, it shall notify the other party and promptly provide all
27 such data or information to the party. Any test data used to rebut a Notice of Violation shall meet
28 the criteria of Exhibit C.

1 4.3.3.2 If a Notice of Violation is not contested, the Notice of Election shall
2 include a description of Settling Defendant's corrective action pursuant to Section 4.3.6. The
3 Notice of Election shall include the name, address, telephone number, and other contact
4 information, of Settling Defendant's Supplier(s) of each Covered Product identified in the Notice
5 of Violation, and any other Settling Defendant to whom it sold any Covered Product(s) identified
6 in the Notice of Violation.

7 4.3.4 **Meet and Confer.** If a Notice of Violation is contested, the Notifying
8 Person, the Attorney General, Settling Defendant, and all affected Settling Defendants shall meet
9 and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of Election
10 contesting a Notice of Violation, and if no enforcement action has been filed, the Settling
11 Defendant may withdraw the original Notice of Election contesting the violation and serve a new
12 Notice of Election conceding the violation. If no informal resolution of a Notice of Violation
13 results, the Notifying Person may by motion or order to show cause before the Superior Court of
14 Alameda, seek to enforce the terms and conditions contained in this Consent Judgment. In any
15 such proceeding, the Attorney General and CEH may seek whatever fines, costs, penalties, or
16 remedies are provided by law for failure to comply with the Consent Judgment.

17 4.3.5 **Non-Contested Matters.** If the Settling Defendant elects not to contest
18 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section
19 4.3.6 and shall make any contributions required by Section 4.3.7.

20 4.3.6 **Corrective Action in Non-Contested Matters.** If the Settling Defendant
21 elects not to contest the allegation, it shall include in its Notice of Election a detailed description
22 of corrective action that it has undertaken or proposes to undertake to remove the Covered
23 Product(s) identified in the Notice of Violation for sale in California. Corrective action must
24 include instructions to Settling Defendant's stores to cease offering the Covered Product(s)
25 identified in the Notice of Violation for sale in California as soon as practicable. The Settling
26 Defendant shall make available to the Notifying Person for inspection and/or copying records and
27 correspondence regarding the corrective action. If there is a dispute over the corrective action, the
28 Parties shall meet and confer pursuant to Section 4.3.4 before seeking any remedy in court.

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any 30-day period, regardless of the number of retailers to whom the Covered Product is distributed.

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

4.3.7.5.3 The Settling Defendant's monetary liability to make required contributions under Section 4.3.7.2 shall be limited to \$5,000 for each 30-day period. A Settling Defendant's monetary liability to make required contributions under Section 4.3.7.3 shall be limited to \$15,000 for each 30-day period.

4.3.7.6 If a Settling Defendant has paid either of the payments set forth in Sections 4.3.7.2 and 4.3.7.3 more than six times in any 18-month period, or more than three times in any 12-month period for Covered Products sold to the Settling Defendant from the same Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

4.3.8 **Limitation on Liability.** A Settling Defendant's liability when it elects not to contest a Notice of Violation shall be limited to the contributions required by Section 4.3.7.

5. PAYMENTS

5.1 **Payments From Settling Defendants.** Within seven days of the initial entry of this Consent Judgment, Settling Defendants shall jointly pay a total of \$550,000 as a settlement payment. This total shall be paid in three separate checks delivered to the offices of the Lexington Law Group, LLP and made payable and allocated as follows:

5.1.1 Settling Defendants shall pay the sum of \$14,000 as a civil penalty pursuant to Health & Safety Code §25249.7(b), such money to be apportioned by CEH in

1 accordance with Health & Safety Code §25249.12. The \$14,000 penalty check shall be made
2 payable to the Center For Environmental Health.

3 5.1.2 Settling Defendants shall pay the sum of \$174,500 as payment to CEH in
4 lieu of penalty pursuant to Health & Safety Code section 25249.7(b), and California Code of
5 Regulations, title 11, section 3203(b). This payment in lieu of penalty check shall be made
6 payable to the Center For Environmental Health. CEH will use such funds to continue its work
7 educating and protecting people from exposures to toxic chemicals, including heavy metals. In
8 addition, CEH may use a portion of such funds to monitor compliance with the reformulation
9 requirements of this and other similar Consent Judgments, to purchase and test jewelry, and to
10 prepare and compile the information and documentation necessary to support a Notice of
11 Violation.

12 5.1.3 Settling Defendants shall pay the sum of \$361,500 as reimbursement of
13 reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check shall be
14 made payable to the Lexington Law Group, LLP.

15 **6. MODIFICATION AND DISPUTE RESOLUTION**

16 6.1 **Modification.** This Consent Judgment may be modified from time to time by
17 express written agreement of the Parties, with the approval of the Court, or by an order of this
18 Court upon motion and in accordance with law. In addition, this Consent Judgment may be
19 amended pursuant to the procedure set forth in the Stipulation and Order For Entry Of Judgment,
20 Opt-In Procedure And Future Amendment Of Consent Judgment.

21 6.2 **Subsequent Legislation.** If, subsequent to the Effective Date, legislation is
22 adopted that addresses the lead content of Covered Products sold in California, any Party shall be
23 entitled to request that the Court modify this Consent Judgment for good cause shown.

24 6.3 **Modification of Amended Master Consent Judgment.** Upon the entry of any
25 order amending Sections 2, 3 or 4 of the Amended Master Consent Judgment, the corresponding
26 terms of Section 2, 3 or 4 of this Consent Judgment shall be deemed amended, so that the
27 injunctive terms contained in Sections 2, 3 and 4 of this Consent Judgment remain "substantially
28 identical terms as provided in Sections 2, 3 and 4 of the amended consent judgment," as those

1 terms are used in Health & Safety Code §25214.3(d). A Settling Defendant's obligation to
2 undertake additional injunctive relief under Section 3.5 shall not be subject to amendment under
3 this section, and may not be modified absent stipulation of the parties or court order.

4 **6.4 Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to
5 Covered Products other than Children's Products as follows:

6 **6.4.1 Limited Reopener of Component Designation for Certain**
7 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and
8 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been
9 designated as Class 1 Components. CEH, with the written non-opposition of the Attorney
10 General, may seek to modify this Consent Judgment by seeking the re-designation of any material
11 described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a Class 2 Component with a
12 lead standard for such material, if, subsequent to the Effective Date, CEH obtains information that
13 demonstrates that such material contains lead and that the use of the material in any Covered
14 Product exposes users of the Covered Product to lead in an amount greater than 0.5 micrograms
15 per day.

16 **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this
17 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a
18 Class 2 Component with a lead specification standard.

19 **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to
20 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

21 **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component
22 if the moving party demonstrates that such material does not contain lead, or that the use of the
23 material in any Covered Product does not expose users of the Covered Product to lead in an
24 amount greater than 0.5 micrograms per day.

25 **6.4.3.2** A Class 3 Component, and the materials described in Sections
26 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification
27 standard if the moving party demonstrates that use of such material at or below the standard does
28

1 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms
2 per day.

3 6.5 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
4 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
5 modify the Consent Judgment.

6 **7. CLAIMS COVERED AND RELEASE**

7 7.1 This Consent Judgment is a full, final, and binding resolution between CEH and
8 Settling Defendants and their parents, shareholders, divisions, subdivisions, subsidiaries, partners,
9 sister companies and their successors and assigns (“Defendant Releasees”), and all entities other
10 than as listed on Exhibit E to whom they distribute or sell Covered Products, including but not
11 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and
12 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 or any other
13 statutory or common law claims that have been or could have been asserted in the public interest
14 against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees,
15 regarding the failure to warn about exposure to lead arising in connection with Covered Products
16 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date.

17 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health and
18 Safety Code § 25249.7(d), releases, waives, and forever discharges any and all claims against
19 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any
20 violation of Proposition 65 or any other statutory or common law claims that have been or could
21 have been asserted in the public interest regarding the failure to warn about exposure to lead
22 arising in connection with Covered Products manufactured, distributed or sold by Settling
23 Defendants prior to the Effective Date.

24 7.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
25 its Defendant Releasees shall constitute compliance with Proposition 65 by that Settling
26 Defendant, its Defendant Releasees and their Downstream Defendant Releasees with respect to
27 any alleged failure to warn about Lead in Covered Products manufactured, distributed or sold by
28 such Settling Defendant after the Effective Date.

1 7.4 Nothing in this Section 7 shall apply to any Supplier that is not a Settling
2 Defendant unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

3 **8. PROVISION OF NOTICE**

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

8 **9. COURT APPROVAL**

9 9.1 This Consent Judgment shall become effective upon entry by the Court (the
10 “Effective Date”). CEH shall prepare and file a Motion for Approval of this Consent Judgment
11 and the Initial Settling Defendants shall support approval of such Motion.

12 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
13 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

14 **10. GOVERNING LAW AND CONSTRUCTION**

15 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
16 California.

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

26 **11. ATTORNEY’S FEES**

27 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent
28 Judgment shall be required to pay the prevailing party’s reasonable attorney’s fees and costs

1 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent
2 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
3 Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, et seq.

4 11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement
5 action brought pursuant to Section 3.5.6 may seek an award of attorneys' fees pursuant to Code of
6 Civil Procedure § 1021.5 against a party that acted with substantial justification. The party
7 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this
8 provision shall not be construed as altering any procedural or substantive requirements for
9 obtaining such an award.

10 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
11 sanctions pursuant to law.

12 **12. ENTIRE AGREEMENT**

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

25 **13. RETENTION OF JURISDICTION**

26 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
27 Consent Judgment.

28

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

2 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

5 **15. NO EFFECT ON OTHER SETTLEMENTS**

6 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
7 against an entity that is not a Settling Defendant on terms that are different than those contained in
8 this Consent Judgment.

9 **16. EXECUTION IN COUNTERPARTS**

10 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
11 means of facsimile, which taken together shall be deemed to constitute one document.

12 IT IS SO STIPULATED:

13 Dated: 10/30, 2007	14 CENTER FOR ENVIRONMENTAL HEALTH 15 By <u>Michael</u>
17 Dated: , 2007	18 99¢ ONLY STORES 19 By _____
21 Dated: , 2007	22 ALDO GROUP, INC. 23 By _____ 24 25 26 27 28

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

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11 means of facsimile, which taken together shall be deemed to constitute one document.

12 IT IS SO STIPULATED:

13 Dated: _____, 2007	14 CENTER FOR ENVIRONMENTAL HEALTH 15 By _____ 16
17 Dated: 11/01/, 2007	18 99¢ ONLY STORES 19 By  20
21 Dated: _____, 2007	22 ALDO GROUP, INC. 23 By _____ 24 25 26 27 28

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

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3 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

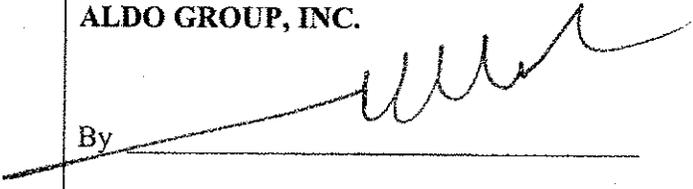
5 **15. NO EFFECT ON OTHER SETTLEMENTS**

6 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
7 against an entity that is not a Settling Defendant on terms that are different than those contained in
8 this Consent Judgment.

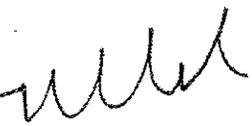
9 **16. EXECUTION IN COUNTERPARTS**

10 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
11 means of facsimile, which taken together shall be deemed to constitute one document.

12 IT IS SO STIPULATED:

13 Dated: _____, 2007	14 CENTER FOR ENVIRONMENTAL HEALTH 15 16 By _____
17 Dated: _____, 2007	18 99¢ ONLY STORES 19 20 By _____
21 Dated: <i>Nov. 2-</i> , 2007	22 ALDO GROUP, INC. 23 24 By  _____ 25

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Dated: <i>Nov. 2</i> , 2007	ALDO US, INC. By 
Dated: , 2007	BIG LOTS STORES, INC. By _____
Dated: , 2007	DM MERCHANDISING, INC. By _____
Dated: , 2007	DONKIE, LLC DBA AMBIANCE By _____
Dated: , 2007	HOME SHOPPING NETWORK, INC. By _____
Dated: , 2007	LUCAS DESIGN INTERNATIONAL, INC. By _____

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Dated: _____, 2007	ALDO US, INC. By _____
Dated: Nov. 1, 2007	BIG LOTS STORES, INC. By <u>Michael A. Schlegel</u>
Dated: _____, 2007	DM MERCHANDISING, INC. By _____
Dated: _____, 2007	DONKIE, LLC DBA AMBIANCE By _____
Dated: _____, 2007	HOME SHOPPING NETWORK, INC. By _____
Dated: _____, 2007	LUCAS DESIGN INTERNATIONAL, INC. By _____



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Dated: _____, 2007	ALDO US, INC. By _____
Dated: _____, 2007	BIG LOTS STORES, INC. By _____
Dated: <i>10/23</i> , 2007	DM MERCHANDISING, INC. By <i>[Signature]</i> <i>Myles Marles</i>
Dated: _____, 2007	DONKIE, LLC DBA AMBIANCE By _____
Dated: _____, 2007	HOME SHOPPING NETWORK, INC. By _____
Dated: _____, 2007	LUCAS DESIGN INTERNATIONAL, INC. By _____

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Dated: , 2007	DM MERCHANDISING, INC. By _____
Dated: Oct 24, 2007	DONKIE, LLC DBA AMBIANCE By <u></u> member Kieran O'Leary
Dated: , 2007	HOME SHOPPING NETWORK, INC. By _____
Dated: , 2007	LUCAS DESIGN INTERNATIONAL, INC. By _____

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Dated: _____, 2007	ALDO US, INC. By _____
Dated: _____, 2007	BIG LOTS STORES, INC. By _____
Dated: _____, 2007	DM MERCHANDISING, INC. By _____
Dated: _____, 2007	DONKIE, LLC DBA AMBIANCE By _____
Dated: <i>Nov 1st</i> , 2007	HOME SHOPPING NETWORK, INC. By <i>James Purdon</i>
Dated: _____, 2007	LUCAS DESIGN INTERNATIONAL, INC. By _____

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ALDO US, INC.
By _____

Dated: , 2007
BIG LOTS STORES, INC.
By _____

Dated: , 2007
DM MERCHANDISING, INC.
By _____

Dated: , 2007
DONKIE, LLC DBA AMBIANCE
By _____

Dated: , 2007
HOME SHOPPING NETWORK, INC.
By _____

Dated: *10/31*, 2007
LUCAS DESIGN INTERNATIONAL, INC.
By 

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Dated: 11. 2 , 2007	MEL BERNIE & COMPANY, INC. By <u>Mel Bernie</u>
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Dated: , 2007	METROPARK USA, INC. By _____
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Dated: , 2007	OAK PATCH GIFTS, LLC By _____
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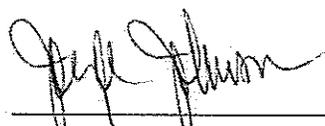
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Dated: , 2007	TJ MAXX OF CALIFORNIA, LLC By _____
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Dated: , 2007	THE TJX COMPANIES, INC. By _____
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Dated: _____, 2007
MEL BERNIE & COMPANY, INC.
By _____

Dated: _____, 2007
METROPARK USA, INC.
By  _____
JAYA JOLLOSODO, VICE CHAIRMAN, CFO & SECRETARY

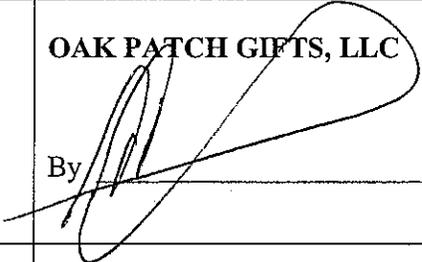
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Dated: _____, 2007
THE TJX COMPANIES, INC.
By _____

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Dated: _____, 2007	METROPARK USA, INC. By _____
Dated: 10/23, 2007	OAK PATCH GIFTS, LLC  By _____
Dated: _____, 2007	SPENCER GIFTS, LLC By _____
Dated: _____, 2007	TJ MAXX OF CALIFORNIA, LLC By _____
Dated: _____, 2007	THE TJX COMPANIES, INC. By _____

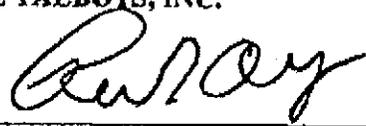
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Dated: _____, 2007	MEL BERNIE & COMPANY, INC. By _____
Dated: _____, 2007	METROPARK USA, INC. By _____
Dated: _____, 2007	OAK PATCH GIFTS, LLC By _____
Dated: November 5, 2007	SPENCER GIFTS, LLC By  Isaac M. Silvera Chief Operating Officer/CFO
Dated: _____, 2007	TJ MAXX OF CALIFORNIA, LLC By _____
Dated: _____, 2007	THE TJX COMPANIES, INC. By _____

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Dated: _____, 2007	MEL BERNIE & COMPANY, INC. By _____
Dated: _____, 2007	METROPARK USA, INC. By _____
Dated: _____, 2007	OAK PATCH GIFTS, LLC By _____
Dated: _____, 2007	SPENCER GIFTS, LLC By _____
Dated: <i>11-2</i> , 2007	TJ.MAXX OF CALIFORNIA, LLC By <i>Ann McLaughlin</i>
Dated: <i>11-2</i> , 2007	THE TJX COMPANIES, INC. By <i>Ann McLaughlin</i>

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Dated: <i>Nov. 3</i> , 2007	THE TALBOTS, INC. By  R.T. O'Connell, Executive V.P.
Dated: _____, 2007	VALUEVISION MEDIA, INC. By _____

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

Dated: _____
Honorable Robert J. Freedman
Judge of the Superior Court of the State of California

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Dated: _____, 2007	THE TALBOTS, INC. By _____
--------------------	-----------------------------------

Dated: <i>Nov. 1</i> , 2007	VALUEVISION MEDIA, INC. By <u><i>Nathan S. Fagre</i></u> <i>Nathan Fagre, General Counsel</i>
-----------------------------	---

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

Dated: _____
Honorable Robert J. Freedman
Judge of the Superior Court of the State of California

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Dated: _____, 2007	THE TALBOTS, INC. By _____
Dated: _____, 2007	VALUEVISION MEDIA, INC. By _____

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

Dated: _____
Honorable Robert J. Freedman
Judge of the Superior Court of the State of California

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

2 **CLASS 1 COMPONENTS**

3 Stainless and surgical steels

4 Karat gold

5 Sterling silver

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

7 Natural and cultured pearls.

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

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

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

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

17 Adhesives

18 **CLASS 2 COMPONENTS**

19

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 B. 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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1		California, and for products sold or offered for
2		retail sale in California by a Settling Defendant
3		after August 31, 2009, this standard shall be
4		metal alloys with less than 6 percent lead by
5		weight ("92 metal") that are electroplated with
6		suitable under and finish coats and that are
7		plated utilizing the Best Management Practices
8		described in Exhibit B.
9	Unplated metal not defined as Class 1	1.5%
10	Components.	
11	Metal (plated and unplated) used in	0.06% (600 ppm)
12	Children's Products	
13	Plastic/Rubber (e.g., acrylic,	0.06%, (600 ppm). For Covered
14	polystyrene, plastic beads/stones, polyvinyl	Products shipped by a Settling Defendant that
15	chloride (PVC))	is a Supplier after December 31, 2008 to a third
16		party for retail sale in California, and for
17		products sold or offered for retail sale in
18		California by a Settling Defendant after August
19		31, 2009, this standard shall be no more than
20		0.02 percent (200 ppm) lead by weight
21	Dyes and Surface Coatings	0.06% (600 ppm)
22	Printing inks or ceramic glazes used in	0.06% (600 ppm)
23	Children's Products	
24	Glass or crystal decorative components	Total weight no more than 1.0 gram,
25	used in Children's Products	excluding glass or crystal decorative
26		components that contain less than 0.02 percent
27		(200 parts per million) lead and have no
28		intentionally added lead.

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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

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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.

1 **EXHIBIT C (TESTING PROTOCOLS)**

2 The following test methods must be used to determine compliance with the lead standards
3 set forth in this Consent Judgment. A material shall not meet the applicable lead standard if the
4 mean lead level of: (1) one or two samples exceeds 300% of the component specification limit;
5 (2) three samples exceeds 200% of the component specification limit; or (3) four or more samples
6 exceeds the component specification limit.

7 Laboratory sample preparation protocols specific for testing the lead content of jewelry
8 components are not readily available. The sample preparation method used in USEPA Method
9 3050B or Method 3051 shall be followed, as modified in the following table for use with jewelry
10 samples. The laboratory should make every effort to assure that samples removed from jewelry
11 pieces are representative of the component to be tested, and are free of contamination from
12 extraneous dirt and material not related to the jewelry component to be tested. All jewelry
13 component samples shall be washed prior to testing using standard laboratory detergent, rinsed
14 with laboratory reagent grade deionized water, and dried in a clean ambient environment. If
15 components must be cut or scraped to obtain a sample, then metal snips, scissors, or other cutting
16 tools used must be made of stainless steel and washed and rinsed before each use and between
17 samples.

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

25 All jewelry components samples shall be prepared for testing in accordance with USEPA
26 Method 3050B or 3051, with the following additional notes and exceptions:
27
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COMPONENT	NOTES AND EXCEPTIONS
Metals plated with suitable undercoats and finish coats	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size 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.
Coatings on Glass and Plastic Pearls.	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

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	<p>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 C (approved, validated methodology for inductively-coupled plasma mass spectrometry). A reporting limit of 0.001% (10 ppm) in the coating must be obtained for the analysis. The sample result must be reported within the calibrated range of the instrument. If the initial test of the sample is above the highest calibration standard, then the sample must be diluted and re-analyzed within the calibrated range of the instrument.</p>
<p>Dyes, paints, coatings, varnish, printing inks, ceramic glazes, glass, crystal</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.050 g, and should be chopped or comminuted prior to digestion.</p> <p>Digested samples may require dilution prior to analysis . Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Glass and crystal used in Children's Products (for weight)</p>	<p>The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weigh these components should be calibrated using NIST certified (S-class) weights of 1 and 2 grams immediately before the components are weighed. The calibration should be accurate to within 0.01 gram.</p>

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EXHIBIT D (PARTY INFORMATION)

For Plaintiff Center for Environmental Health:

Notices are to be sent to:

Eric S. Somers, Esq.
Mark N. Todzo, Esq.
Howard J. Hirsch, Esq.
Lexington Law Group, L.L.P.
1627 Irving Street
San Francisco, California 94122
Tel: (415) 759-4111/Fax: (415) 759-4112
esomers@lexlawgroup.com
mtodzo@lexlawgroup.com
hhirsch@lexlawgroup.com

1 **For Defendant 99¢ Only Stores**

2

3 **Additional Injunctive Relief:**

4 3.5.3 Market withdrawal of Covered Products:

- 5 • 2 Strand Bracelet; SKU or Item # 612020001112

6 3.5.6 Supplier and Employee Training

7

8 **Notices are to be sent to:**

9

10 Russell Wolpert, Esq.
11 99¢ Only Stores
12 4000 Union Pacific Ave.
13 Commerce, CA 90023
(323) 881-9911
(323) 307-9611 (f)
Russellw@99only.com

14 Patrick J. Cafferty, Jr., Esq.
15 Munger, Tolles & Olson, LLP
16 560 Mission Street, 27th Flr.
17 San Francisco, CA 94105
(415) 512-4012
(415) 512-4077 (f)
patrick.cafferty@mto.com

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3879336.1

For Defendants Aldo Group, Inc. and Aldo US, Inc.

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

3.5.6 Supplier and Employee Training

Covered Products to be Recalled:

Metal CZ and Pearl Bracelet (SKU# 65308284)

Metal Pendant on Necklace (SKU# 61114511)

Pearl Coating on Necklace (SKU# 617000393)

Notices are to be sent to:

Isabelle Papillon
Legal Counsel
The Aldo Group Inc.
2300 Emile Belanger
St. Laurent, Quebec H4R 3J4
Canada
Tel: (514) 747-2536; Fax: (514) 748-3250
ipapillon@aldogroup.com

and

Jodi Smith
Paul Hastings Janofsky & Walker LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Tel: (415) 856-7059; Fax (415) 856-7159
jodismith@paulhastings.com

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For Defendant Big Lots Stores, Inc.

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

3.5.4 Accelerated phase down

Covered Products To Be Recalled:

- Nina Bracelet from Advantage Trends LLC (SKU# 152 410011550 8 114)
- Metal Earring from Raimaa (SKU# 152 410015916 7 037)
- Blouse Pin from Ashley Brookes (SKU# 152 410 01388 2 012)
- Pearl and Metal Bracelet from Ashley Brookes (no SKU available)
- Flower Pin from Roman (SKU# 152 410014884 8 056)
- Mini Pearl Choker from Design Connection/Laura Scott (SKU# 13742624786)
- Metal Pendent on Necklace (SKU# 152 410011550 8 114)

Notices are to be sent to:

Michael Schlonsky, Esq.
Vice President, Risk Management & Administrative Services
William H. Macbeth III, Esq.
Senior Counsel
Big Lots Stores, Inc.
300 Phillipi Road
Columbus, Ohio 43228

Ms. Melanie App
Senior Buyer
Big Lots, Inc.
300 Phillipi Road
Columbus, Ohio 43228

Michael E. Delehunt
Tung Khuu
Foley & Lardner LLP
One Maritime Plaza, 6th Floor
San Francisco, CA 94111

1 **For Defendant DM Merchandising, Inc.**

2 **Additional Injunctive Relief:**

3 3.5.3 Market withdrawal of Covered Products

- 4 • Flip Flop Pendant Drop Jewelry 7 22950 09282 8
- 5 • Breast Cancer Awareness Pin Breast Canc 7 22950 11841 2
- 6 • Nature's Garden Charm Bracelet NATURE GARDEN CHARM BR 7 22950
- 7 10648 8
- 8 • Holiday Twinkler Flashing Pin Holiday Twinkler Flashing Pin - 27-H6 417907
- 9 29-7 7 22950 07793 1
- 10 • Shimmering Shamrock Pendant Shamrock, Shimmering, Jewelry 7 22950 07896 9
- 11 • Glamour Girl Stretch Bracelet Nature's GA 7 22950 10648 8
- 12 • Beach Party Tropical Bracelet Tropical Stretch Bra 7 22950 10513 9

13 3.5.6 Supplier and Employee Training

14 **Notices are to be sent to:**

15 Myles Marks
16 D.M. Merchandising, Inc.
17 835 N. Church Ct.
18 Elmhurst, IL 60126
19 Tel: (630) 782-2700
20 Fax: (630) 833-1230
21 mmarks@dmmerch.com

22 With a copy to:

23 Jeffrey B. Margulies
24 Fulbright & Jaworski L.L.P.
25 555 South Flower Street, 41st Floor
26 Los Angeles, CA 90071
27 Tel: (213) 892-9286
28 Fax: (213) 892-9494
 jmargulies@fulbright.com

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For Defendant Donkie, LLC dba Ambiance

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

- Rose Petal Necklace Jn 007401Lnc-223 Jn 007401Lnc-223
- Leaf w/metal Edges Necklace JN ORI RED 3004 Leaf on Wire Brwn Jn 042986
3004
- Jeweled Hair Clip 44 hearts/stars/c AH 000046
- Jeweled Hair Clip 44 hearts/stars/c AH 000046

3.5.6 Supplier and Employee Training

Notices are to be sent to:

Kieran O'Leary
Donkie, LLC
915 Howard Street
San Francisco, CA 94103
Tel: (415) 369-0860 ext. 251
Fax: (415) 369-0867
donkie@earthlink.net

With a copy to:

Jeffrey B. Margulies
Fulbright & Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Tel: (213) 892-9286
Fax: (213) 892-9494
jmargulies@fulbright.com

1 **For Defendant Home Shopping Network, Inc.**

2

3 **Additional Injunctive Relief:**

4 3.5.3 Market withdrawal of Covered Products:

- 5 • Bracelet and Necklace Set Simulated pearl 2 piece set (necklace/bracelet) VEND
- 6 316122
- 7 • Pearl Necklace Granziano Simulated Pearl/gold necklace 493684092 (other bar
- 8 code RL932836195)

9 3.5.6 Supplier and Employee Training

10

11 **Notices are to be sent to:**

12 Shauna Burkes
13 Senior Counsel
14 Home Shopping Network, Inc.
15 1 HSN Drive
16 St. Petersburg, FL 33729
17 Fax
18 Shauna.Burkes@hsn.net

19

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For Defendant Lucas Design International, Inc.

Additional Injunctive Relief:

3.5.5 Accelerated Final Compliance

3.5.6 Supplier and Employee Training

Notices are to be sent to:

Jeffrey B. Margulies
Fulbright & Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Tel: (213) 892-9286
Fax: (213) 892-9494
jmargulies@fulbright.com

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For Defendant Mel Bernie and Company, Inc.

Additional Injunctive Relief:

3.5.4 Accelerated Phase-Down

3.5.5 Accelerated Final Compliance

Notices are to be sent to:

Mr. Mel Bernie

Mel Bernie and Company, Inc.

3000 W. Empire Ave

Burbank, CA 91504

Marvin Gelfand, Esq.

Weissmann Wolff Bergman Coleman Grodin & Evall LLP

9665 Wilshire Blvd., 9th Floor

Beverly Hills, CA 90212

mgelfand@wwllp.com

1 **For Defendant Metropark, USA, Inc.**

2 **Additional Injunctive Relief:**

3 3.5.3 Market withdrawal of Covered Products

- 4 • Heart Shaped Metal Necklace CZ HEM HRT LCKT LONG - 01801-0283-11194
5 401801065791

6 3.5.6 Supplier and Employee Training

7 **Notices are to be sent to:**

8 Jay A. Johnson
9 Metropark USA, Inc.
10 532 Coral Ridge Place
11 City of Industry, CA 91746
12 Tel: (626) 968-1415, ext. 203
13 Fax: (626) 968-1358
14 jjohnson@metroparkusa.com

15 With a copy to:

16 Wain Fishburn, Esq.
17 Colley Godward Kronish LLP
18 4401 Eastgate Mall
19 San Diego, CA 921212
20 Tel: (858) 550-6018

21 With a copy to:

22 Jeffrey B. Margulies
23 Fulbright & Jaworski L.L.P.
24 555 South Flower Street, 41st Floor
25 Los Angeles, CA 90071
26 Tel: (213) 892-9286
27 Fax: (213) 892-9494
28 jmargulies@fulbright.com

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For Defendant Oak Patch Gifts, LLC

Additional Injunctive Relief:

3.5.2 National application of reformulation standards

3.5.3 Market withdrawal of Covered Products

- Crystal and Metal Bracelet Bracelets FBR15

Notices are to be sent to:

Chris Cunning
Oak Patch Gifts
1050 Owen Loop South
Eugene, OR 97402
Tel: (541) 343-6139 , ext. 162
Fax: (541) 343-5097
chrisc@oakpatchgifts.com

With a copy to:

Jeffrey B. Margulies
Fulbright & Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Tel: (213) 892-9286
Fax: (213) 892-9494
jmargulies@fulbright.com

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For Defendant Spencer Gifts, LLC

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

- Dragon & Pentagon Necklace J Dragon W/ PENT 706127
- Bag Charm DM GN FLW BGCMS\$ 721456
- Our Little Secret Bachelors' Tiara 3E Sexy Devil 30320
- Metal Necklace and Pendant Metal necklace and pendant - F 18 MTL/BN PN6
729590

3.5.6 Supplier and Employee Training

Notices are to be sent to:

Kevin Mahoney
Spencer Gifts LLC
6826 Black Horse Pike
Egg Harbor Township, NJ 08234-4197
Tel: (609) 645-5409
Fax: (609) 645-5378
kevin.mahoney@spencergifts.com

With a copy to:

Jeffrey B. Margulies
Fulbright & Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Tel: (213) 892-9286
Fax: (213) 892-9494
jmargulies@fulbright.com

1 **For Defendant T.J. Maxx of California, LLC and The TJX Companies, Inc.**

2 **Additional Injunctive Relief:**

3 3.5.3 Market withdrawal of Covered Products

- 4 • Toby & Me Pearl Necklace and Earrings 72 Girls - RN#93082 997756

5 3.5.6 Supplier and Employee Training

6 **Notices are to be sent to:**

7 Colleen Henschke
8 TJX Companies, Inc.
9 770 Cochituate Road
10 Framingham, Massachusetts 01701
11 Tel: (508) 390-5176
12 Fax: (508) 390-5022
13 colleen_henschke@tjx.com

14 With a copy to:

15 Jeffrey B. Margulies
16 Fulbright & Jaworski L.L.P.
17 555 South Flower Street, 41st Floor
18 Los Angeles, CA 90071
19 Tel: (213) 892-9286
20 Fax: (213) 892-9494
21 jmargulies@fulbright.com

1 **For Defendant The Talbots, Inc.**

2
3 **Additional Injunctive Relief:**

4 3.5.3 Market withdrawal of Covered Products

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Product Description	Receipt Description or Information	SKU # or Item #
Metal & CZ Star Necklace	Star Neckace - 0 658 10 25557 6610 02 65 199667 82	27596253
Pearl Necklace	Long silver necklace with pearl	27162379
Pearl Necklace	White, brown pearl necklace	27264654

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15 3.5.6 Supplier and Employee Training

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18 **Notices are to be sent to:**

19 The Talbots, Inc.
20 One Talbots Drive
21 Hingham, MA 02043
22 Attn: Senior Vice President, Manufacturing

23 **Copy to:**

24 The Talbots, Inc.
25 211 South Ridge Street
26 Rye Brook, NY 10573
27 Attn: General Counsel
28 (914) 934-9136 (fax)

1 **For Defendant ValueVision Media, Inc.**

2 **Additional Injunctive Relief:**

3 3.5.3 Market withdrawal of Covered Products

- 4 • Pearl Earrings Nancy Nelson collection pearl dangle earrings J157617-04501-
5 00000
- 6 • Pearl Earrings pearl necklace with estate toggle J157124-18841-00000
- 7 • Crown Jewels Earrings Sweet Romance J194925-00000-00000
- 8 • Pink Passion Princess Stretch Bracelet Felicia J201507-00000-00000

9 3.5.6 Supplier and Employee Training

10 **Notices are to be sent to:**

11 Maureen Carroll
12 ValueVision Media / Shop NBC
13 6740 Shady Oak Road
14 EdenPrairie, MN 55344
15 Tel: 952-943-6127
16 Fax: 763-449-4848
17 mcarroll@shopnbc.com

18 With a copy to:

19 Jeffrey B. Margulies
20 Fulbright & Jaworski L.L.P.
21 555 South Flower Street, 41st Floor
22 Los Angeles, CA 90071
23 Tel: (213) 892-9286
24 Fax: (213) 892-9494
25 jmargulies@fulbright.com

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EXHIBIT E

**(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)**

1. 21st Century Girl, Inc.
2. Albertson's LLC; Albertson's, Inc.; New Albertson's, Inc.
3. A-List, Inc. dba Kitson
4. Allied Systems, Inc.
5. Almar Sales Co., Inc.
6. Almart Retail Development Company, Inc.
7. Ambassador Toys LLC
8. America's Collectibles Network, Inc. dba Jewelry Television
9. Amiee Lynn, Inc.
10. Aminco International (USA), Inc.
11. Amscan Holdings, Inc.
12. Angl, Inc.
13. Aquarius Rags, LLC
14. AZ3, Inc.
15. Bakers Footwear Group, Inc.
16. Barcelino Continental Corp.
17. Basic
18. BCBG Max Azria Group, Inc.
19. Bebe Stores, Inc.
20. Beena Beauty Holding, Inc.
21. Bernie, Mel & Company Inc.
22. Beverly Fabrics, Inc.
23. Big A Drug Stores, Inc.
24. BJB, Inc.
25. Bliss
26. Brandon Femme, Inc.
27. Brooks Brothers, Incorporated

- 1 28. Busch Entertainment Corporation
- 2 29. C.H. Forsman Company
- 3 30. Cache, Inc.
- 4 31. Calvin Klein, Inc.
- 5 32. Carolyn Forsman Conversation Piece Jewelry
- 6 33. Charms By the Bay
- 7 34. Chico's FAS, Inc.; White House Black Market, Inc.
- 8 35. Citiwear
- 9 36. Club Libby Lu, Inc.
- 10 37. Coldwater Creek Inc. except for Covered Products purchased from Oak Patch
11 Gifts, LLC which shall be covered by the Downstream Defendant Release.
- 12 38. Colori USA Corporation
- 13 39. Conair Corporation
- 14 40. Corrine McCormack, Inc.
- 15 41. Country Visions, Inc.
- 16 42. Cousin Corporation of America
- 17 43. Coyne's & Company, Inc.
- 18 44. Creative Co-Op, Inc.
- 19 45. CVS Pharmacy, Inc. except for Covered Products purchased from Oak Patch Gifts,
20 LLC which shall be covered by the Downstream Defendant Release.
- 21 46. Daiso California LLC
- 22 47. Denise Withington dba Hallmark Creations
- 23 48. Estée Lauder Inc.; The Estée Lauder Companies Inc.
- 24 49. Ethel & Myrtle, Inc.
- 25 50. Furla (U.S.A.) Incorporated
- 26 51. G+G Retail, Inc.
- 27 52. Ganz, Inc.
- 28 53. Georgiou Studio, Inc.
54. Goody Products, Inc.
55. Guess? Retail, Inc.
56. Guess?, Inc.

- 1 57. Hand & Mind, Inc.
- 2 58. Hard Rock Cafe International (USA), Inc.
- 3 59. Hayun Fashion Investments Corporation dba Planet Funk
- 4 60. Helen of Troy Ltd.
- 5 61. I & J.C. Corp.
- 6 62. I Love Bracelets, Inc.
- 7 63. I.M.T. Accessories Group, Inc.
- 8 64. Ideal Stationers, Inc. except for Covered Products purchased from Oak Patch
9 Gifts, LLC which shall be covered by the Downstream Defendant Release.
- 10 65. Imperial Toy LLC
- 11 66. Impex International, LLC
- 12 67. Import Designs, Inc.
- 13 68. Innisbrook Wraps, Inc.
- 14 69. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
- 15 70. J. Dew Collection, Inc.
- 16 71. Jacadi USA, Inc.
- 17 72. Jest Jewels, Inc.
- 18 73. Jigsaw USA Inc.
- 19 74. Jimmy Z Surf Co., Inc.
- 20 75. JJI International, Inc.
- 21 76. kate spade LLC
- 22 77. KH Studio
- 23 78. Kings Arco Arena Limited Partnership, LP dba Maloof Sports and Entertainment
- 24 79. La-Kontra
- 25 80. Learning Express, Inc.
- 26 81. Legoland California LLC
- 27 82. Lesilu Productions, Inc. dba Hey Doll
- 28 83. Lisa Kline, Inc.
84. Long Rap, Inc..
85. M & P Central, Inc. doing business as Bloom
86. Maloof Sports & Entertainment, LLC

- 1 87. Mango
- 2 88. Marin Beauty Company
- 3 89. Maui Magnets Inc.
- 4 90. Max Rave, LLC
- 5 91. Maxfield, Inc.
- 6 92. McCaulou's, Inc.
- 7 93. Michal Negrin Retail USA, Inc.; Michal Negrin U.S.A., Inc.
- 8 94. Nakajima USA, Inc.
- 9 95. Neotek Properties of Florida, Inc.
- 10 96. NickNovelino/Shore Thing Sales
- 11 97. No Fear Retail Stores, Inc. and No Fear, Inc. except for Covered Products
12 purchased from Lucas Design International Products, Inc. which shall be covered
13 by the Downstream Defendant Release. The Lucas Design exception shall not
14 apply to the following Covered Product: Crown Necklace SKU No. WAJOL
15 ROPEND BLG OLA.
- 16 98. Only In San Francisco, LLC
- 17 99. PA Acquisition Corp.
- 18 100. Pacific Sunwear of California, Inc.
- 19 101. Paper Source, Inc.
- 20 102. Party City Corporation except for Covered Products purchased from DM
21 Merchandising, Inc. which shall be covered by the Downstream Defendant
22 Release.
- 23 103. Party Concepts, Inc.
- 24 104. Peninsula Beauty Supply, Inc. except for Covered Products purchased from Oak
25 Patch Gifts, LLC which shall be covered by the Downstream Defendant Release.
- 26 105. Peter David, Inc.
- 27 106. Phillips-Van Heusen Corporation
- 28 107. Planet Beauty, Inc.
108. Prime Source Accessories
109. Pumpkin Patch LLC
110. PureBeauty, Inc.
111. R. Bruce Bishop, Inc.
112. Raley's

- 1 113. Regis Corporation
- 2 114. Rite Aid Corporation
- 3 115. Roc Apparel Group, LLC
- 4 116. Roman Company
- 5 117. Rue 21, Inc.
- 6 118. Safeway Inc.
- 7 119. Sally Beauty Holdings Inc.
- 8 120. Sally Beauty Supply, LLC
- 9 121. Sausalito Accessories, Inc.
- 10 122. Save Mart Supermakets
- 11 123. Scünci International, Inc.
- 12 124. Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 13 125. Six Flags Theme Parks, Inc.
- 14 126. So Good Jewelry, Inc.
- 15 127. Solstice Marketing Concepts, LLC; Solstice Marketing Corporation
- 16 128. Strasburg-Jarvis, Inc. dba Strasburg Children
- 17 129. Supervalu, Inc.
- 18 130. Thalia Products, Inc.
- 19 131. The Raider Image, LLC
- 20 132. The SFO Forecast, Inc.
- 21 133. Travel Traders Hotel Stores, Inc.; Travel Traders, LLC
- 22 134. Ulta Salon, Cosmetics & Fragrance, Inc.
- 23 135. Unique Industries, Inc.
- 24 136. Urban Outfitters West LLC; Urban Outfitters, Inc.
- 25 137. Venus Fashion Jewelry
- 26 138. Whole Foods Market California, Inc.; Whole Foods Market, Inc.
- 27 139. WinCraft, Inc.
- 28 140. Windsong Allegiance Group, LLC
141. Z Gallerie