

1 **1. INTRODUCTION**

2 1.1 Beginning on or about April 24, 2006, June 23, 2006, October 20, 2006, and
3 December 27, 2006, and April 27, 2007, the Center For Environmental Health, a California non-
4 profit corporation (“CEH”) provided a “Notice of Violation of Proposition 65” to the California
5 Attorney General, the District Attorneys of every county in California, the City Attorneys of every
6 California city with a population greater than 750,000, and to 99¢ Only Stores, Aldo Group, Inc.
7 and Aldo US, Inc., Big Lots Stores, Inc., DM Merchandising, Inc., Donkie, LLC dba Ambiance,
8 Home Shopping Network, Inc., Lucas Design International, Inc., Mel Bernie & Company, Inc.,
9 Metropark USA, Inc., Oak Patch Gifts, LLC, Spencer Gifts, LLC, T.J. Maxx of California, LLC
10 and The TJX Companies, Inc., The Talbots, Inc. (noticed as “Talbot’s, Inc.”), and ValueVision
11 Media, Inc. (“Initial Settling Defendants”) regarding the presence of lead in jewelry sold,
12 manufactured and/or distributed by Settling Defendants.

13 1.2 On May 12, 2006, CEH filed an action entitled *Center For Environmental Health*
14 *v. Nadri, et al.* (Alameda Superior Court Case No. RG 06-269531), which action was later
15 consolidated with three other actions including the lead case entitled *People v. Burlington Coat*
16 *Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

17 1.3 On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment
18 against a group of other defendants in the consolidated actions (the “Master Consent Judgment”).

19 1.4 On June 15, 2006, upon noticed motion, the Court amended the Master Consent
20 Judgment by entering an Amended Consent Judgment in the consolidated actions (the “Amended
21 Master Consent Judgment”).

22 1.5 On September 21, 2006, February 17, 2007, and July 19, 2007, the Complaint in
23 the *Center For Environmental Health v. Nadri, et al.* action was amended to name additional
24 defendants, including the Initial Settling Defendants.

25 1.6 The Initial Settling Defendants and any Opt-In Defendants as defined in 2.2 are
26 referred to herein collectively as “Settling Defendants.” Each of the Settling Defendants is a
27 corporation that employs 10 or more persons, and which manufactures, distributes and/or sells
28 Covered Products in the State of California.

1 1.7 For purposes of this Consent Judgment only, CEH and the Settling Defendants (the
2 “Parties”) stipulate that this Court has jurisdiction over the allegations of violations contained in
3 the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the
4 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
5 enter this Consent Judgment as a full and final resolution of all claims which were or could have
6 been raised in the Complaint based on the facts alleged therein with respect to Covered Products
7 manufactured, distributed, and/or sold by the Settling Defendants.

8 1.8 CEH and Settling Defendants enter into this Consent Judgment as a full and final
9 settlement of all claims that were raised in the Complaint, or which could have been raised in the
10 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By
11 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not
12 admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law
13 suggesting or demonstrating any violations of Proposition 65 or any other statutory, common law
14 or equitable requirements relating to lead in jewelry. Nothing in this Consent Judgment shall be
15 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of
16 law, nor shall compliance with the Consent Judgment constitute or be construed as an admission
17 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this
18 Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the
19 Parties may have in this or any other or future legal proceedings. This Consent Judgment is the
20 product of negotiation and compromise and is accepted by the Parties for purposes of settling,
21 compromising, and resolving issues disputed in this action.

22 1.9 CEH and Settling Defendants intend, and the Court finds, that the injunctive terms
23 contained in Sections 2, 3, and 4 of this Consent Judgment are “substantially identical terms as
24 provided in Sections 2, 3, and 4 of the amended consent judgment,” as those terms are used in
25 Health & Safety Code § 25214.3(d).

26 **2. DEFINITIONS**

27 2.1 The term “Person” shall have the same meaning as that term is defined in
28 California Health & Safety Code section 25249.11, subdivision (a).

1 2.2 The term "Opt-In Settling Defendants" means those Settling Defendants that have
2 executed this Consent Judgment pursuant to the process set forth in the Stipulation for Entry of
3 Judgment executed by CEH and the Initial Settling Defendants and whose signatures are attached
4 hereto as part of Exhibit D.

5 2.3 The term "Covered Products" means (a) the following ornaments worn by a person:
6 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,
7 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other
8 component of such an ornament.

9 2.4 The term "Body Piercing Jewelry" means any part of a Covered Product that is
10 manufactured or sold for placement in new piercings and/or mucous membranes, and does not
11 include those parts of Covered Products not placed within new piercings and/or mucous
12 membranes.

13 2.5 The term "Children's Products" means Covered Products that are made for,
14 marketed for use by, or marketed to, Children.

15 2.5.1 For purposes of this Consent Judgment, the term "Children" means
16 children aged 6 and younger.

17 2.5.2 A Covered Product is made for, marketed for use by, or marketed to
18 Children if it is either:

19 2.5.2.1 Represented in its packaging, display, or advertising, as appropriate
20 for use by Children; or

21 2.5.2.2 Sold in conjunction with, attached to, or packaged together with
22 other products that are packaged, displayed, or advertised as appropriate for use by Children; or

23 2.5.2.3 Sized for Children and not intended for use by adults.

24 2.5.2.4 Sold in

25 2.5.2.4.1 a vending machine; or

26 2.5.2.4.2 a retail store, catalogue, or online website, in which

27 Settling Defendants exclusively offers for sale products that are
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packaged, displayed, or advertised as appropriate for use by
Children; or
2.5.2.4.3 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.

2.6 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.

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

2.8 The term "Shipping Compliance Date" means October 15, 2007.

2.9 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.

3. INJUNCTIVE RELIEF

3.1 **Reformulation of Covered Products.** Subject to any Additional Injunctive Relief
(as defined in Section 3.5) agreed to by a Settling Defendant, after the Shipping Compliance Date,
a Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail
sale in California unless the Covered Product complies with Section 3.2 or, for Children's
Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After
the Final Compliance Date, no Settling Defendant shall: (1) manufacture; (ii) ship; or (iii) sell or
offer for sale Covered Products for retail sale in California unless the Covered Product complies
with Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section
3.4 of this Consent Judgment. Each Settling Defendant shall provide the requirements of this
Consent Judgment, as applicable to such Settling Defendant, to its Suppliers of Covered Products
no later than October 31, 2007, and shall request each Supplier to use best efforts to provide
compliant product as soon as commercially practicable.

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

4 3.2.1 A "Class 1 Component" is the portion of a Covered Product that contains
5 one or more of the following materials:

6 3.2.1.1 Stainless and surgical steels.

7 3.2.1.2 Karat gold.

8 3.2.1.3 Sterling silver.

9 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium
10 ("platinum group metals").

11 3.2.1.5 Natural and cultured pearls.

12 3.2.1.6 Glass, ceramic, and crystal decorative components (e.g., cat's eye,
13 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

14 3.2.1.7 Any gemstone that is cut and polished for ornamental purposes
15 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,
16 phosgenite, samarskite, vanadinite, and wulfenite.

17 3.2.1.8 Elastic, fabric, ribbon, rope, and string with no intentionally-added
18 lead and not otherwise listed as a Class 2 component.

19 3.2.1.9 Natural decorative materials (e.g., amber, bone, coral, feathers, fur,
20 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add
21 lead.

22 3.2.1.10 Adhesives.

23 3.2.2 A "Class 2 Component" is the portion of a Covered Product that contains
24 one or more of the following materials:

25 3.2.2.1 Metal alloys with less than 10 percent lead by weight ("88 metal")
26 that are electroplated with suitable under and finish coats and that are plated utilizing the Best
27 Management Practices described in Exhibit B. For Covered Products shipped by a Settling
28 Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California,

1 and for Covered Products sold or offered for retail sale in California by Settling Defendants after
2 August 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight (“92
3 metal”) that are electroplated with suitable under and finish coats and that are plated utilizing the
4 Best Management Practices described in Exhibit B.

5 3.2.2.2 Unplated metal containing less than 1.5 percent lead that is not
6 defined as a Class 1 Component.

7 3.2.2.3 Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and
8 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For
9 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a
10 third party for retail sale in California, and for Covered Products sold or offered for retail sale in
11 California by Settling Defendants after August 31, 2009, this standard shall be no more than 0.02
12 percent (200 ppm) lead by weight

13 3.2.2.4 Dyes and Surface Coatings containing less than 0.06 percent (600
14 parts per million) lead. For purposes of this Consent Judgment, “Surface Coating” shall carry the
15 same meaning as “Paint or other similar surface coating” under 16 CFR § 1303.2(b)(1) (“Paint and
16 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without
17 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is
18 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not
19 include printing inks or those materials which actually become a part of the substrate, such as the
20 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as
21 by electroplating or ceramic glazing.”).

22 3.2.3 A “Class 3 Component” is any part of a Covered Product that is not a
23 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600
24 parts per million) lead.

25 3.3 **Children’s Products.** Children’s Products shall be made entirely from:

26 3.3.1 Non-metallic materials that are Class 1 Components;

27 3.3.2 Non-metallic materials that are Class 2 Components;

1 3.3.3 Metallic materials that are either Class 1 Components or contain less than
2 0.06 percent (600 parts per million) lead;

3 3.3.4 Glass or crystal decorative components that weigh in total no more than
4 1.0 gram, excluding any such glass or crystal decorative components that contain less than 0.02
5 percent (200 parts per million) lead and have no intentionally added lead.

6 3.3.5 Printing inks or ceramic glazes that contain less than 0.06 percent (600
7 parts per million) lead;

8 3.3.6 Class 3 Components that contain less than 0.02 percent (200 parts per
9 million) lead; or

10 3.3.7 Any combination thereof.

11 3.4 **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the
12 following materials:

13 3.4.1 Surgical Implant Stainless Steel

14 3.4.2 Surgical Implant grades of Titanium

15 3.4.3 Niobium (Nb)

16 3.4.4 Solid 14 karat or higher white or yellow nickel-free gold

17 3.4.5 Solid platinum

18 3.4.6 A dense low porosity plastic such as Tygon or PTFE with no intentionally
19 added lead.

20 3.5 **Additional Injunctive Relief.** Settling Defendants have agreed to comply with
21 certain additional injunctive relief requirements, as specified in Exhibit D. For purposes of
22 Exhibit D, these additional injunctive relief provisions shall be defined as follows:

23 3.5.1 “600 ppm Standard” shall mean that, on or after March 1, 2009, the
24 metallic materials used in Settling Defendant’s Covered Products shall be either Class 1
25 Components or contain less than 0.06 percent (600 parts per million) lead. Between March 1,
26 2008 and March 1, 2009, the metallic materials used in Settling Defendant’s Covered Products
27 shall comply with Section 3.2.2.1 above.

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1 3.5.2 “National Application of Reformulation Standards” shall mean that all
2 Covered Products sold by the Settling Defendant within the United States shall comply with the
3 lead content restrictions of Section 3 of this Consent Judgment.

4 3.5.3 “Market Withdrawal of Covered Products” shall mean that, on or before
5 the Effective Date (or for Opt-In Defendants, within 45 days of Notice of Entry of the original
6 Consent Judgment), with respect to the Covered Products(s) identified in Exhibit D (or, for Opt-In
7 Defendants, with respect to the exemplary Covered Product identified in CEH’s Notice of
8 Violation to that Opt-In Defendant), each Settling Defendant shall cease shipping to stores and/or
9 customers in California, and shall withdraw such Covered Products from the market in California,
10 and, at a minimum, send instructions to any of its stores and/or customers that offer the Covered
11 Product for sale in California to cease offering such Covered Products for sale in California and to
12 either return the Covered Products to the Settling Defendant for destruction, or to directly destroy
13 the Covered Products. Any destruction of Covered products shall be in compliance with all
14 applicable laws. The Settling Defendant shall keep and make available to CEH for inspection and
15 copying records and correspondence regarding the market withdrawal and destruction of Covered
16 Products. If there is a dispute over the corrective action, the Parties shall meet and confer before
17 seeking any remedy in court.

18 3.5.4 “Accelerated Phase-Down” shall mean that the lead content requirements
19 effective December 31, 2008 and August 31, 2009 in Sections 3.2.2.1 and 3.2.2.3 shall all become
20 effective on August 31, 2008 for such Settling Defendant.

21 3.5.5 “Accelerated Final Compliance” shall mean that the Final Compliance
22 Date defined in Section 2.9 shall be modified to December 31, 2007 for all Covered Products
23 other than Children’s Products for such Settling Defendant. Children’s Products remain subject to
24 the September 1, 2007 Final Compliance Date.

25 3.5.6 “Supplier and Employee Training” shall mean that the Settling Defendant,
26 shall retain a third party consulting firm to develop the following training programs: (1) a training
27 seminar to be provided by such third party consulting firm for its management level-employees
28 that are responsible for acquisition and testing of Covered Products on the requirements of this

1 Consent Judgment for that particular Settling Defendant, and (2) a training seminar to be provided
2 either by such third party consulting firm or by the Settling Defendant for its Suppliers of Covered
3 Products, to train and educate the Suppliers on the requirements of this Consent Judgment for that
4 particular Settling Defendant. These seminars shall include training on compliance through
5 reformulation with confirmatory testing. The training seminar for employees and the materials
6 used for the Supplier training seminar must be approved in advance by Plaintiff. Such seminars
7 shall take place no later than three months after a Settling Defendant becomes party to this
8 Consent Judgment, and may be undertaken in combination with one or more other Settling
9 Defendants, provided that the seminars are tailored to the specific injunctive provisions agreed to
10 by each specific Settling Defendant. The training seminars may be live or web-based.

11 **4. ENFORCEMENT**

12 4.1 **General Enforcement Provisions.** The Attorney General or CEH may, by motion
13 or application for an order to show cause before this Court, enforce the terms and conditions
14 contained in this Consent Judgment, subject to the following:

15 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment
16 shall be brought exclusively pursuant to this Section 4.

17 4.1.2 No action to enforce this Consent Judgment may be brought by CEH
18 unless the Attorney General either joins in such action or provides written non-objection to the
19 proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of
20 Section 4.3.4. The Attorney General agrees to provide either a written objection or written non-
21 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for
22 such a response from CEH, provided that the Attorney General may extend such 15 day response
23 time by a single extension of an additional 15 days by writing to the requesting party. The fact
24 that the Attorney General provides a written non-objection shall not be construed as endorsement
25 of or concurrence in an enforcement action. Any written non-objection shall be admissible in
26 court only if Settling Defendants challenges the right of CEH to enforce this Consent Judgment for
27 failure to obtain the written non-objection.

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1 4.2 For purposes of this Section 4 only, the term "Settling Defendant" includes a
2 Person that was a party to the Amended Master Consent Judgment or to a consent judgment that
3 contained "identical or substantially identical terms as provided in Sections 2, 3, and 4 of the
4 amended consent judgment," as those terms are used in Health & Safety Code § 25214.3(d).

5 4.3 **Enforcement of Materials Violation.**

6 4.3.1 Notice of Violation. In the event that, at any time following the applicable
7 Final Compliance Date, the Attorney General or CEH ("Notifying Person") identifies one or more
8 Covered Products that the Notifying Person believes in good faith do not comply with Section 3 of
9 this Consent Judgment, the Notifying Person may issue a Notice of Violation pursuant to this
10 Section 4.

11 4.3.2 **Service of Notice of Violation and Supporting Documentation.**

12 4.3.2.1 The Notice of Violation shall be sent to the person(s) identified in
13 Exhibit D to receive notices for such Settling Defendants, and must be served within 45 days of
14 the date the alleged violation(s) was or were observed. The Notice of Violation shall also be
15 served on any Settling Defendant that is a Supplier of the Covered Products identified by Brand
16 Names listed on Exhibit D to the Amended Master Consent Judgment for the Covered Product(s)
17 in question.

18 4.3.2.2 The Notice of Violation shall, at a minimum, set forth for each
19 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
20 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
21 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered
22 Product and supporting documentation sufficient for validation of the test results, including all
23 laboratory reports, quality assurance reports and quality control reports associated with testing of
24 the Covered Products. Such Notice of Violation shall be based upon test data that meets the
25 criteria of Exhibit C. Wipe, swipe, and swab testing are not sufficient to support a Notice of
26 Violation.

27 4.3.2.3 The Notifying Person shall promptly make available for inspection
28 and/or copying upon request all supporting documentation related to the testing of the Covered

1 Products and associated quality control samples, including chain of custody records, all laboratory
2 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
3 printouts from all analytical instruments relating to the testing of Covered Product samples and
4 any and all calibration, quality assurance, and quality control tests performed or relied upon in
5 conjunction with the testing of the Covered Products, obtained by or available to the Notifying
6 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if
7 available, any exemplars of Covered Products tested.

8 **4.3.3 Notice of Election of Response.** No more than 30 days after receiving a
9 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person
10 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
11 Election").

12 **4.3.3.1** If a Notice of Violation is contested the Notice of Election shall
13 include all then-available documentary evidence regarding the alleged violation, including all test
14 data, if any. If the Settling Defendant or the Notifying Person later acquires additional test or
15 other data regarding the alleged violation, it shall notify the other party and promptly provide all
16 such data or information to the party. Any test data used to rebut a Notice of Violation shall meet
17 the criteria of Exhibit C.

18 **4.3.3.2** If a Notice of Violation is not contested, the Notice of Election shall
19 include a description of Settling Defendant's corrective action pursuant to Section 4.3.6. The
20 Notice of Election shall include the name, address, telephone number, and other contact
21 information, of Settling Defendant's Supplier(s) of each Covered Product identified in the Notice
22 of Violation, and any other Settling Defendant to whom it sold any Covered Product(s) identified
23 in the Notice of Violation.

24 **4.3.4 Meet and Confer.** If a Notice of Violation is contested, the Notifying
25 Person, the Attorney General, Settling Defendant, and all affected Settling Defendants shall meet
26 and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of Election
27 contesting a Notice of Violation, and if no enforcement action has been filed, the Settling
28 Defendant may withdraw the original Notice of Election contesting the violation and serve a new

1 Notice of Election conceding the violation. If no informal resolution of a Notice of Violation
2 results, the Notifying Person may by motion or order to show cause before the Superior Court of
3 Alameda, seek to enforce the terms and conditions contained in this Consent Judgment. In any
4 such proceeding, the Attorney General and CEH may seek whatever fines, costs, penalties, or
5 remedies are provided by law for failure to comply with the Consent Judgment.

6 4.3.5 **Non-Contested Matters.** If the Settling Defendant elects not to contest
7 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section
8 4.3.6 and shall make any contributions required by Section 4.3.7.

9 4.3.6 **Corrective Action in Non-Contested Matters.** If the Settling Defendant
10 elects not to contest the allegation, it shall include in its Notice of Election a detailed description
11 of corrective action that it has undertaken or proposes to undertake to remove the Covered
12 Product(s) identified in the Notice of Violation for sale in California. Corrective action must
13 include instructions to Settling Defendant's stores to cease offering the Covered Product(s)
14 identified in the Notice of Violation for sale in California as soon as practicable. The Settling
15 Defendant shall make available to the Notifying Person for inspection and/or copying records and
16 correspondence regarding the corrective action. If there is a dispute over the corrective action, the
17 Parties shall meet and confer pursuant to Section 4.3.4 before seeking any remedy in court.

18 4.3.7 **Required Contributions to Proposition 65 Jewelry Testing Fund in**
19 **Non-Contested Matters.** The Settling Defendant shall be required to make a contribution to the
20 Proposition 65 Jewelry Testing Fund established by the Amended Master Consent Judgment as
21 specified below:

22 4.3.7.1 If the Settling Defendant serves a Notice of Election not to contest
23 the allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall
24 not be required to make any contributions pursuant to this Section.

25 4.3.7.2 If the Settling Defendant serves a Notice of Election not to contest
26 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the
27 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of
28 \$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any

1 Notices of Violation served within a 30-day period. The Settling Defendant is not required to
2 make any payment pursuant to this Section for a Notice of Violation that is served less than six
3 months after the applicable Final Compliance Date.

4 4.3.7.3 If the Settling Defendant withdraws a Notice of Election contesting
5 the violation and serves a new Notice of Election not to contest the allegations in a Notice of
6 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement
7 action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant
8 shall make a required contribution in the amount of \$7,500.00 for each Supplier from whom it
9 purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day
10 period.

11 4.3.7.4 The contributions shall be paid within 15 days of service of a Notice
12 of Election.

13 4.3.7.5 The Settling Defendant's liability for required contributions shall be
14 limited as follows:

15 4.3.7.5.1 A Settling Defendant that is a Supplier to one or
16 more retailers shall be liable for one required contribution within
17 any 30-day period, regardless of the number of retailers to whom the
18 Covered Product is distributed.

19 4.3.7.5.2 If one or more Settling Defendants has manufactured,
20 sold, or distributed a Covered Product identified in a Notice of
21 Violation, only one required contribution may be assessed against
22 all Settling Defendants potentially liable therefore in any 30-day
23 period, in the following order of priority: (1) Manufacturers; (2)
24 Importers; (3) Distributors, and (4) Retailers.

25 4.3.7.5.3 The Settling Defendant's monetary liability to make
26 required contributions under Section 4.3.7.2 shall be limited to
27 \$5,000 for each 30-day period. A Settling Defendant's monetary
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1 liability to make required contributions under Section 4.3.7.3 shall
2 be limited to \$15,000 for each 30-day period.

3 4.3.7.6 If a Settling Defendant has paid either of the payments set forth in
4 Sections 4.3.7.2 and 4.3.7.3 more than six times in any 18-month period, or more than three times
5 in any 12-month period for Covered Products sold to the Settling Defendant from the same
6 Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines,
7 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

8 4.3.8 **Limitation on Liability.** A Settling Defendant's liability when it elects
9 not to contest a Notice of Violation shall be limited to the contributions required by Section 4.3.7.

10 **5. PAYMENTS**

11 5.1 **Payments From Settling Defendants.** Within seven days of the initial entry of
12 this Consent Judgment, Settling Defendants shall jointly pay a total of \$550,000 as a settlement
13 payment. This total shall be paid in three separate checks delivered to the offices of the Lexington
14 Law Group, LLP and made payable and allocated as follows:

15 5.1.1 Settling Defendants shall pay the sum of \$14,000 as a civil penalty
16 pursuant to Health & Safety Code §25249.7(b), such money to be apportioned by CEH in
17 accordance with Health & Safety Code §25249.12. The \$14,000 penalty check shall be made
18 payable to the Center For Environmental Health.

19 5.1.2 Settling Defendants shall pay the sum of \$174,500 as payment to CEH in
20 lieu of penalty pursuant to Health & Safety Code section 25249.7(b), and California Code of
21 Regulations, title 11, section 3203(b). This payment in lieu of penalty check shall be made
22 payable to the Center For Environmental Health. CEH will use such funds to continue its work
23 educating and protecting people from exposures to toxic chemicals, including heavy metals. In
24 addition, CEH may use a portion of such funds to monitor compliance with the reformulation
25 requirements of this and other similar Consent Judgments, to purchase and test jewelry, and to
26 prepare and compile the information and documentation necessary to support a Notice of
27 Violation.

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1 5.1.3 Settling Defendants shall pay the sum of \$361,500 as reimbursement of
2 reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check shall be
3 made payable to the Lexington Law Group, LLP.

4 5.2 **Payments By Opt-In Defendants.** Within 45 days of Notice of Entry of the
5 original Consent Judgment, each Opt-In Defendant that that has executed the Consent Judgment
6 and been approved to participate as an Opt-In Defendant pursuant to the process set forth in the
7 Stipulation of For Entry of Judgment shall make payments as set forth below.

8 5.2.1 **Opt-In Defendants – Reformulation.** An Opt-In Defendant that agrees
9 to be bound by the reformulation requirements of Sections 3.1 through 3.4 but does not agree to be
10 bound by any of the Additional Injunctive Relief set forth in Section 3.5 shall pay a total of
11 \$50,000 as a settlement payment.

12 5.2.2 **Opt-In Defendants – National Application of Reformulation**
13 **Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, and Supplier**
14 **and Employee Training.** An Opt-In Defendant that agrees to be bound by: (a) the reformulation
15 requirements of Sections 3.1 through 3.4; (b) the National Application of Reformulation Standards
16 requirement set forth in Section 3.5.2; (c) the Market Withdrawal of Covered Products
17 requirement set forth in Section 3.5.3; (d) the Accelerated Phase-Down requirement set forth in
18 Section 3.5.4; and (e) the Supplier and Employee Training requirement set forth in Section 3.5.6,
19 shall pay a total of \$40,000 as a settlement payment.

20 5.2.3 **Opt-In Defendants – Application of 600 PPM Standard To All**
21 **Jewelry And Market Withdrawal Of Noticed Product.** An Opt-In Defendant that agrees to be
22 bound by: (a) the reformulation requirements of Sections 3.1 through 3.4; (b) the 600 ppm
23 Standard set forth in Section 3.5.1; and (c) the Market Withdrawal of Covered Products
24 requirement set forth in Section 3.5.3 shall pay a total of \$40,000 as a settlement payment.

25 5.2.4 **Opt-In Defendants – Application of 600 PPM Standard To All**
26 **Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed**
27 **Product, Accelerated Phase Down, and Supplier and Employee Training.** An Opt-In
28 Defendant that agrees to be bound by: (a) the reformulation requirements of Sections 3.1 through

1 3.4; (b) the 600 ppm standard set forth in Section 3.5.1; (c) the National Application of
2 Reformulation Standards requirement set forth in Section 3.5.2; (d) the Market Withdrawal of
3 Covered Products requirement set forth in Section 3.5.3; (e) the Accelerated Phase-Down
4 requirement set forth in Section 3.5.4; and (f) the Supplier and Employee Training requirement set
5 forth in Section 3.5.6 shall pay a total of \$35,000 as a settlement payment.

6 **5.2.5 Allocation Of Payments By Opt-In Defendants.** Each Opt-In Defendant
7 shall pay the total amount due from that Defendant pursuant to Sections 5.2.1, 5.2.2, 5.2.3 or 5.2.4
8 (as applicable) in a single check delivered to the offices of the Lexington Law Group, LLP and
9 made payable to Lexington Law Group, LLP Attorney Client Trust Account. These funds shall be
10 allocated by CEH as follows:

11 **5.2.5.1** The sum of \$1,000 as a civil penalty pursuant to Health & Safety
12 Code §25249.7(b), such money to be apportioned by CEH in accordance with Health & Safety
13 Code §25249.12.

14 **5.2.5.2** Pursuant to Health & Safety Code Section 25249.7(b) and California
15 Code of Regulations, title 11, Section 3203(b), the following amounts shall be allocated to CEH in
16 lieu of penalty: (a) \$16,000 from Opt-In Defendants paying \$50,000 pursuant to Section 5.2.1; (b)
17 \$12,700 from Opt-In Defendants paying \$40,000 pursuant to Section 5.2.2 or 5.2.3; and (c)
18 \$11,000 from Opt-In Defendants paying \$35,000 pursuant to Section 5.2.4. CEH will use such
19 funds to continue its work educating and protecting people from exposures to toxic chemicals,
20 including heavy metals. In addition, CEH may use a portion of such funds to monitor compliance
21 with the reformulation requirements of this and other similar Consent Judgments, to purchase and
22 test jewelry, and to prepare and compile the information and documentation necessary to support a
23 Notice of Violation.

24 **5.2.5.3** Until CEH has collected a total of \$1,265,000 in attorneys' fees and
25 costs from Opt-In Defendants and from any other future settlements in this case prior to the close
26 of the Opt-In period, the following amounts shall be allocated as reimbursement of CEH's
27 reasonable attorneys' fees and costs: (a) \$33,000 from Opt-In Defendants paying \$50,000 pursuant
28 to Section 5.2.1; (b) \$26,300 from Opt-In Defendants paying \$40,000 pursuant to Section 5.2.2 or

1 5.2.3; and (c) \$23,000 from Opt-In Defendants paying \$35,000 pursuant to Section 5.2.4. After
2 CEH has collected a total of \$1,265,000 in attorneys' fees and costs from Opt-In Defendants under
3 this Section and from any other future settlements in this case prior to the close of the Opt-In
4 period, all remaining amounts shall be allocated to CEH in lieu of penalty pursuant to Health &
5 Safety Code Section 25249.7(b), and California Code of Regulations, title 11, Section 3203(b).
6 CEH will use such funds in accordance with Section 5.2.5.2 above.

7 **6. MODIFICATION AND DISPUTE RESOLUTION**

8 6.1 **Modification.** This Consent Judgment may be modified from time to time by
9 express written agreement of the Parties, with the approval of the Court, or by an order of this
10 Court upon motion and in accordance with law.

11 6.2 **Subsequent Legislation.** If, subsequent to the Effective Date, legislation is
12 adopted that addresses the lead content of Covered Products sold in California, any Party shall be
13 entitled to request that the Court modify this Consent Judgment for good cause shown.

14 6.3 **Modification of Amended Master Consent Judgment.** Upon the entry of any
15 order amending Sections 2, 3 or 4 of the Amended Master Consent Judgment, the corresponding
16 terms of Section 2, 3 or 4 of this Consent Judgment shall be deemed amended, so that the
17 injunctive terms contained in Sections 2, 3 and 4 of this Consent Judgment remain "substantially
18 identical terms as provided in Sections 2, 3 and 4 of the amended consent judgment," as those
19 terms are used in Health & Safety Code § 25214.3(d). A Settling Defendant's obligation to
20 undertake additional injunctive relief under Section 3.5 shall not be subject to amendment under
21 this section, and may not be modified absent stipulation of the parties or court order.

22 6.4 **Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to
23 Covered Products other than Children's Products as follows:

24 6.4.1 **Limited Reopener of Component Designation for Certain**
25 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and
26 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been
27 designated as Class 1 Components. CEH, with the written non-opposition of the Attorney
28 General, may seek to modify this Consent Judgment by seeking the re-designation of any material

1 described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a Class 2 Component with a
2 lead standard for such material, if, subsequent to the Effective Date, CEH obtains information that
3 demonstrates that such material contains lead and that the use of the material in any Covered
4 Product exposes users of the Covered Product to lead in an amount greater than 0.5 micrograms
5 per day.

6 **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this
7 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a
8 Class 2 Component with a lead specification standard.

9 **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to
10 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

11 **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component
12 if the moving party demonstrates that such material does not contain lead, or that the use of the
13 material in any Covered Product does not expose users of the Covered Product to lead in an
14 amount greater than 0.5 micrograms per day.

15 **6.4.3.2** A Class 3 Component, and the materials described in Sections
16 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification
17 standard if the moving party demonstrates that use of such material at or below the standard does
18 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms
19 per day.

20 **6.5 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
21 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
22 modify the Consent Judgment.

23 **7. CLAIMS COVERED AND RELEASE**

24 **7.1** This Consent Judgment is a full, final, and binding resolution between CEH and
25 Settling Defendants and their parents, shareholders, divisions, subdivisions, subsidiaries, partners,
26 sister companies and their successors and assigns (“Defendant Releasees”), and all entities other
27 than as listed on Exhibit E to whom they distribute or sell Covered Products, including but not
28 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and

1 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 or any other
2 statutory or common law claims that have been or could have been asserted in the public interest
3 against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees,
4 regarding the failure to warn about exposure to lead arising in connection with Covered Products
5 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date.

6 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health and
7 Safety Code § 25249.7(d), releases, waives, and forever discharges any and all claims against
8 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any
9 violation of Proposition 65 or any other statutory or common law claims that have been or could
10 have been asserted in the public interest regarding the failure to warn about exposure to lead
11 arising in connection with Covered Products manufactured, distributed or sold by Settling
12 Defendants prior to the Effective Date.

13 7.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
14 its Defendant Releasees shall constitute compliance with Proposition 65 by that Settling
15 Defendant, its Defendant Releasees and their Downstream Defendant Releasees with respect to
16 any alleged failure to warn about Lead in Covered Products manufactured, distributed or sold by
17 such Settling Defendant after the Effective Date.

18 7.4 Nothing in this Section 7 shall apply to any Supplier that is not a Settling
19 Defendant unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

20 **8. PROVISION OF NOTICE**

21 8.1 When any party is entitled to receive any notice under this Consent Judgment, the
22 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Exhibit D.
23 Any party may modify the person and address to whom the notice is to be sent by sending each
24 other party notice by certified mail and/or other verifiable form of written communication.

25 **9. COURT APPROVAL**

26 9.1 This Consent Judgment shall become effective upon entry by the Court (the
27 “Effective Date”).

28

1 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
2 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

3 **10. GOVERNING LAW AND CONSTRUCTION**

4 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

6 10.2 The Parties, including their counsel, have participated in the preparation of this
7 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
8 Consent Judgment was subject to revision and modification by the Parties and has been accepted
9 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
10 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
11 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
12 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
13 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
14 this regard, the Parties hereby waive California Civil Code section 1654.

15 **11. ATTORNEY'S FEES**

16 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent
17 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs
18 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent
19 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
20 Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, et seq.

21 11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement
22 action brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of
23 Civil Procedure § 1021.5 against a party that acted with substantial justification. The party
24 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this
25 provision shall not be construed as altering any procedural or substantive requirements for
26 obtaining such an award.

27 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
28 sanctions pursuant to law.

1 **12. ENTIRE AGREEMENT**

2 12.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
5 and therein. There are no warranties, representations, or other agreements between the Parties
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
7 other than those specifically referred to in this Consent Judgment have been made by any Party
8 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
9 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
10 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the
11 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be
12 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,
13 nor shall such waiver constitute a continuing waiver.

14 **13. RETENTION OF JURISDICTION**

15 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
16 Consent Judgment.

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

18 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
19 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
20 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

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

22 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
23 against an entity that is not a Settling Defendant on terms that are different than those contained in
24 this Consent Judgment.

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1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 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

5 IT IS SO ORDERED, ADJUDGED,
6 AND DECREED

7 Dated: MAR 11 2008

ROBERT FREEDMAN

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

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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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EXHIBIT B (BEST MANAGEMENT PRACTICES FOR PLATING FACILITIES)

PRE-PLATING PROCEDURE

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

The pieces must be activated.

The pieces must be rinsed in clean water before plating.

PLATING BATH MAINTENANCE

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

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

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

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

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

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

Plating tanks must be swept at least weekly.

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

Racks must be stripped at least annually.

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

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>

1 **For Defendant 99¢ Only Stores**

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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
14 (323) 881-9911
15 (323) 307-9611 (f)
16 Russellw@99only.com

17 Patrick J. Cafferty, Jr., Esq.
18 Munger, Tolles & Olson, LLP
19 560 Mission Street, 27th Flr.
20 San Francisco, CA 94105
21 (415) 512-4012
22 (415) 512-4077 (f)
23 patrick.cafferty@mto.com

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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 Pendent 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

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For Defendant Home Shopping Network, Inc.

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products:

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

3.5.6 Supplier and Employee Training

Notices are to be sent to:

Shauna Burkes
Senior Counsel
Home Shopping Network, Inc.
1 HSN Drive
St. Petersburg, FL 33729
Fax
Shauna.Burkes@hsn.net

Jay W. Connolly, Esq.
560 Mission St. Suite 3100
San Francisco, California 94105
Tel. 415-544-1036 Fax 415-397-8549
jconnolly@seyfarth.com

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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

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For Defendant Metropark, USA, Inc.

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

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

3.5.6 Supplier and Employee Training

Notices are to be sent to:

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

With a copy to:

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

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 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

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

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

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

3.5.6 Supplier and Employee Training

Notices are to be sent to:

Colleen Henschke
TJX Companies, Inc.
770 Cochituate Road
Framingham, Massachusetts 01701
Tel: (508) 390-5176
Fax: (508) 390-5022
colleen_henschke@tjx.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 The Talbots, Inc.

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

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

3.5.6 Supplier and Employee Training

Notices are to be sent to:

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

Copy to:

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

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For Defendant ValueVision Media, Inc.

Additional Injunctive Relief:

3.5.3 Market withdrawal of Covered Products

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

3.5.6 Supplier and Employee Training

Notices are to be sent to:

Maureen Carroll
ValueVision Media / Shop NBC
6740 Shady Oak Road
EdenPrairie, MN 55344
Tel: 952-943-6127
Fax: 763-449-4848
mcarroll@shopnbc.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

OPT-IN ELECTIONS AND SIGNATURES

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Name of Opt-In Settling Defendant: ALMAR SALES CO., INC.

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

✓
Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.**

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: BJS 1600 BARRETTES

Item or SKU#: 0-24576-71109-6

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

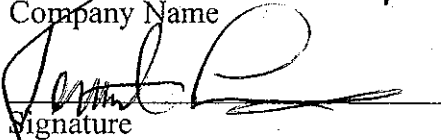
KENNETH LEVINE of ALMAN SALES Company
Name

31 West 34th St
Address

NY NY 10001

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

ALMAN SALES Company
Company Name

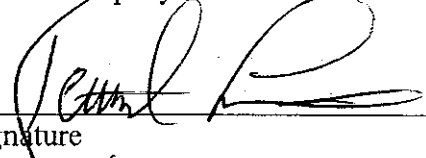

Signature

KENNETH LEVINE
Printed Name

CFO
Title

1 Dated: Feb. 14, 2008

ALMAN SALES Company
Opt-in Company Name

Signature


Printed Name
Kenneth Levine

Title
CFO

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Name of Opt-In Settling Defendant: America's Collectibles Network, Inc.

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Charizma pearl necklace
Item or SKU#: ZCL352


Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

<u>Charles A. Wagner III</u>	<u>Robert Falk</u>
Name	
<u>America's Collectibles Network</u>	<u>Morrison & Foerster</u>
Address	
<u>10001 Kingston Pike</u>	<u>425 Market St.</u>
<u>Knoxville, TN 37922</u>	<u>San Francisco, CA 94105</u>

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

America's Collectibles Network, Inc.

Company Name


Signature

William C. Kouns

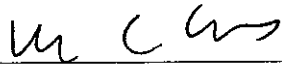
Printed Name

President

Title

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Dated: January 30, 2008	_____
	America's Collectibles Network, Inc.

	Signature
	

	William C. Kouns

	President

Name of Opt-In Settling Defendant: ANGL Zinc

Settlement Option (please check one):

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Sheila Francisco
Name

1204 paloma st
Address

LA CA 90021

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

ANGL Inc.
Company Name

[Signature]
Signature

Young Kim
Printed Name

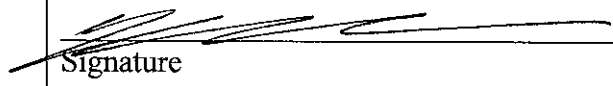
Secretary.
Title

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Dated: Feb 1, 2008

ANGL Inc

Opt-in Company Name


Signature

Young Ae Kim

Printed Name

Secretary

Title

Name of Opt-In Settling Defendant: Bakers Footwear Group, Inc.

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: BLUE METAL EARRINGS

Item or SKU#: ELOOPED TEA/BLUE/N 92/NODIM; RETAIL ID # 702706
MANUR. ID # 4-11756-26888-8

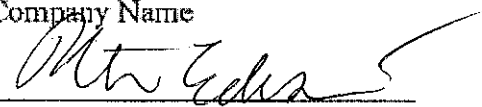
Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Name	<u>William Tarantino</u>
Address	<u>Morrison & Foerster</u>
	<u>425 Market St.</u>
	<u>San Francisco, CA 94105</u>

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Bakers Footwear Group, Inc.

Company Name


Signature

Peter Edison

Printed Name

Chairman and Chief Executive Officer


Title

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Dated: January 31, 2008

BAKERS FOOTWEAR GROUP, INC.

Opt-in Company Name



Signature

Peter Edison

Printed Name

Chairman and Chief Executive Officer

Title

Name of Opt-In Settling Defendant: bebe Stores, Inc.

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Linear Pearl Earrings

Item or SKU#: 10614303050001

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Stephanie A. Sheridan, Esq.
Name

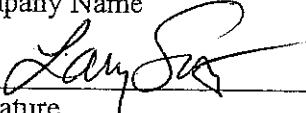
Sedgwick, Detert, Moran & Arnold LLP
Address

One Market Plaza, Steuart Tower, 8th Floor

San Francisco, CA 94105

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Defendant, bebe Stores, Inc.
Company Name



Signature

Lawrence Smith, Esq.
Printed Name

General Counsel
Title

1 Dated: February 28, 2008

2 bebe Stores, Inc.
3 Opt-in Company Name

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5 Signature

6 Lawrence Smith, Esq.
7 Printed Name

8 General Counsel, bebe Stores, Inc.
9 Title

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Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Off-white magnetic pearl beads--4mm

Item or SKU#: 17197163

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Kristi Zuniga

Name

Beverly Fabrics, Inc.

Address

9019 Soquel Drive, Suite 175

Aptos, CA 95003

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Beverly Fabrics, Inc.

Company Name

Kristi E. Zuniga

Signature

Kristi Zuniga

Printed Name

Chief Financial Officer

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Dated: *Jan. 31*, 2008

Beverly Fabrics, Inc.

Opt-in Company Name

Kristi E. Zuniga

Signature
Kristi Zuniga

Printed Name

Chief Financial Officer

Title

Name of Opt-In Settling Defendant: BRANDON - FEMME INC

Settlement Option (please check one):

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

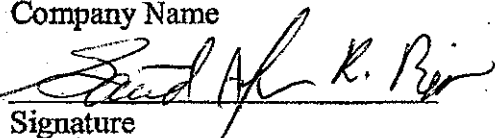
MR SID AFARI AND MR. KAMI BINA
Name

9745 INDEPENDENCE AVE
Address

CHATSWORTH, CA 91311

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

BRANDON-FEMME INC
Company Name


Signature

SID AFARI & KAMI BINA
Printed Name

CO. PRESIDENTS
Title

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Dated: Jan. 29, 2008

BRANDON - FEMME INC

Opt-in Company Name

 R. MAW

Signature

SID AFARI + KAMI BINA

Printed Name

CO-PRESIDENTS

Title

Name of Opt-In Settling Defendant: Cache, Inc.

Settlement Option (please check one):

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Joshua M. Henderson
Name

Nixon Peabody LLP
Address

One Embarcadero Center, Suite 1800

San Francisco, CA 94111

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

CACAC, Inc
Company Name

[Signature]
Signature

Thomas E. Reinckens
Printed Name

President
Title

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Dated: February 5, 2008

Cache, Inc
Opt-in Company Name


Signature

Thomas E. Remmers
Printed Name

President, CEO
Title

Name of Opt-In Settling Defendant: CVS Pharmacy, Inc.

Settlement Option (please check one):

XXX

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Christine L. Egan

Name

c/o CVS

Address

One CVS Drive

Woonsocket, RI 02895

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

CVS Pharmacy, Inc.

Company Name

Signature

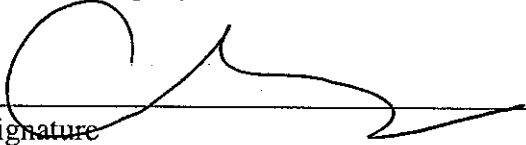
Christine L. Egan

Printed Name

Assistant Secretary

Title

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Dated: _____, 2008	<u>CVS Pharmacy, Inc.</u>
	Opt-in Company Name
	 Signature
	<u>Christine L. Egan</u>
	Printed Name
	<u>Assistant Secretary</u>
	Title

Name of Opt-In Settling Defendant: HARD ROCK INTERNATIONAL (USA), INC.

Settlement Option (please check one):

 Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

 Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Ornate Cross Necklace

Item or SKU#: Retail ID: #8-89382-48525-0
Manuf. ID: #W2-0042

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Andrea Sheridan Ordín

Name

300 South Grand Ave. - 22nd Floor

Address

Los Angeles, CA 90071-3132

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Hard Rock International (USA), Inc.

Company Name


Signature

James Humann

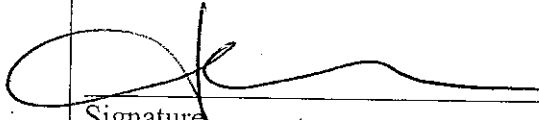
Printed Name

Sr. Director Business Affairs

Title

1 Dated: 27 Feb, 2008

2 Hard Rock Cafe International (USA) Inc
3 Opt-in Company Name

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5 Signature

6 James W. Humann

7 Printed Name

8 Sr. Dir. Business Affairs

9 Title

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Name of Opt-In Settling Defendant: Helen of Troy L.P.

Settlement Option (please check one):

 X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Karina Hair Clip

Item or SKU#: Retail ID #0-75188-01199-5
Manuf. ID #K9819X2

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Gerald J. Rubin

Name


1 Helen of Troy Plaza

Address

El Paso, TX 79912

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Helen of Troy L.P., by its General Partner, Helen of Troy Nevada Corporation
Company Name


Signature

Gerald J. Rubin

Printed Name

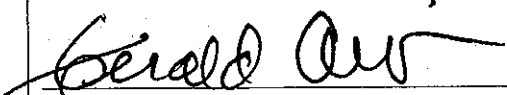
Chairman, CEO & President

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Dated: _____, 2008

HELEN OF TROY L.P. by Helen of Troy
Nevada Corporation, General Partner
Opt-in Company Name


Signature

GERALD J. RUBIN
Printed Name

CHAIRMAN, CEO & President
Title

Name of Opt-In Settling Defendant: Imperial Toy LLC

Settlement Option (please check one):

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description:

Flower Blossom Pendant

Item or SKU#:

21438

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Peter Tiger

Name

Imperial Toy LLC

Address

16641 Roscoe Place

North Hills, CA 91343

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Imperial Toy LLC

Company Name

Signature


Peter Tiger

Printed Name

President

Title

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Dated: 1/31, 2008	Imperial Toy, LLC.
	Opt-in Company Name
	
	Signature
	Peter Tiger
	Printed Name
	President
	Title

Name of Opt-In Settling Defendant: IMT ACCESSORIES, INC

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

✓
Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.**

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Style Solutions Metal @ CZcross Necklace

Item or SKU#: 00000899-597872

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

IMT Accessories, inc.

Name

10 WEST 33rd Street

Address

NEW YORK, N.Y 10001

ATTN: DAVID SHWEKY

With copy TO:

KUENZEL + ASSOCIATES

98 Pine Street

Ashland, OR 07520

ATTN: Robert V. Kuenzel

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

IMT Accessories, inc.

Company Name


Signature

DAVID SHWEKY

Printed Name

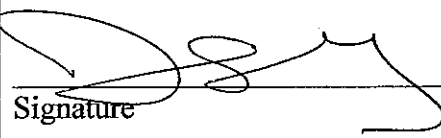
PRESIDENT

Title

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Dated: 2/4, 2008

IMT ACCESSORIES, INC
Opt-in Company Name

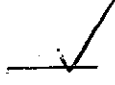

Signature

DAVID SHWEKY
Printed Name

president
Title

Name of Opt-In Settling Defendant: Kate Spade LLC

Settlement Option (please check one):



Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.



Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

John J. Allen, Esq.

Name

Allen Matkins Leck Gamble Mallory & Natsis

Address

515 S. Figueroa, 9th Floor

Los Angeles, CA 90071

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Liz Claiborne Inc. / Kate Spade

Company Name


Signature

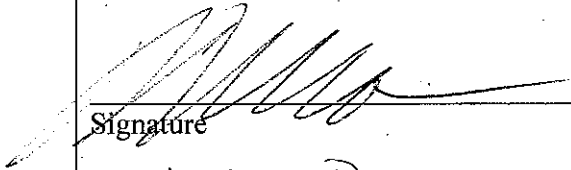
Nicholas Rubino

Printed Name

VP General Counsel and Secretary

Title

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Dated: 2, 26, 2008	Kate Spade LLC Opt-in Company Name
	 Signature
	Nicholas Rubino Printed Name
	VP General Counsel And Secretary Title

Name of Opt-In Settling Defendant: *Kings Arco Arena Limited Partnership, C.P.,
d.b.a. Malcof Sports and Entertainment*

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.



Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: I Heart Monarchs Pin/Sm I Love Dangler

Item or SKU#: Item # 2349

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

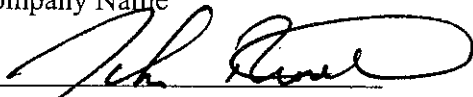
John Rinehart
Name

One Sports Parkway
Address

Sacramento, California 95834

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Kings Arco Arena Limited Partnership, L.P.
Company Name



Signature

John Rinehart
Printed Name

Senior Vice President, Business Operations
Title

1 Dated: February 1, 2008

2 ~~Sevenson~~ Kings Arco Arena Limited Partnership
Opt-in Company Name L.P.

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Signature

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6 John Rinehart
Printed Name

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8 Senior Vice President, Business Operations
9 Title

Name of Opt-In Settling Defendant: McCAULO'S Inc

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

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Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: 32 Jewels Metal and CZ pin

Item or SKU#: Retail ID# 17-B7 P1407 17-32

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Ken Stoddard

Name

3512 Mt. Diablo Blvd

Address

Lafayette, CA 94549

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

McCAULOV'S INC

Company Name

Ken Stoddard

Signature

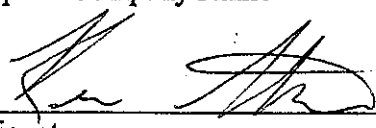
Ken Stoddard

Printed Name

Director of Finance

Title

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Dated: 2/1, 2008	McCAUGHO'S Inc
	Opt-in Company Name
	
	Signature
	Ken Stoddard
	Printed Name
	Director of Finance
	Title

Name of Opt-In Settling Defendant: Nakajima USA, Inc.

Settlement Option (please check one):

X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Kenji Tatsugi, Esq.
Name

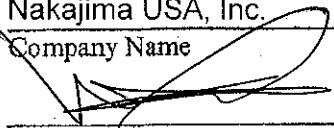
c/o Carlsmith Ball, LLP
Address

444 South Flower St., 9th Floor

Los Angeles, CA 90071

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

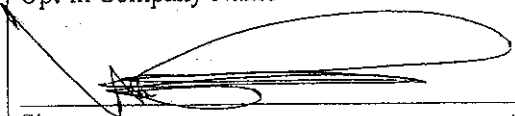
Nakajima USA, Inc.
Company Name


Signature

Mike Ina
Printed Name

Vice President
Title

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Dated: February 3, 2008	Nakajima USA, Inc.
	Opt-in Company Name
	
	Signature
	Mike Ina
	Printed Name
	Vice President
	Title

Name of Opt-In Settling Defendant: No Fear, Inc./No Fear Retail Stores, Inc.

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Metal and CZ Crown Necklace
Item or SKU#: WAJ OL RCPEND BLG OLA-RCPEND-BLIN

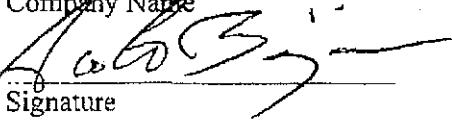
Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

<u>Scott Benjamin</u>	<u>William Tarantino</u>
Name	
<u>No Fear, Inc.</u>	<u>Morrison & Foerster</u>
Address	
<u>1812 Aston Ave.</u>	<u>425 Market St.</u>
<u>Carlsbad, CA 92008</u>	<u>San Francisco, CA 94105</u>

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

No Fear, Inc./No Fear Retail Stores, Inc.

Company Name



Signature

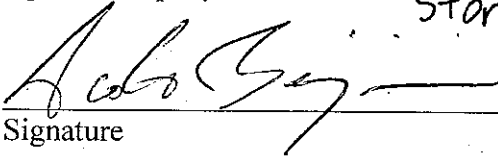
Scott Benjamin

Printed Name

EVP & General Counsel

Title

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Dated: 1/29, 2008	No Fear, Inc. / No Fear Retail Opt-in Company Name
	Stores, Inc.
	 Signature
	Scott Benjamin Printed Name
	EVP & General Counsel Title

Name of Opt-In Settling Defendant: Pacific Sunwear of California, Inc.

Settlement Option (please check one):

X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

With a copy to:

James A. Benton, Tax Director
Name

Pacific Sunwear of California, Inc.
Address

3450 East Miraloma Avenue

Anaheim, CA 92801-2101

Joseph J. Herron, Esq.
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660-6429

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Pacific Sunwear of California, Inc.

Company Name



Signature

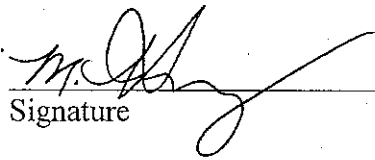
MICHAEL PERRY

Printed Name

INTERIM CFO

Title

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Dated: 1/21, 2008	PACIFIC SUNWEAR OF CALIFORNIA, INC. Opt-in Company Name
	 Signature
	MICHAEL HENRY Printed Name
	INTERIM CFO Title

Name of Opt-In Settling Defendant: PHILLIPS-VAN HEUSEN CORPORATION

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

 X

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Mark D. Fischer
Name

With a copy to:

Michael J. Steel
Pillsbury Winthrop Shaw
Pittman LLP
50 Freemont Street
San Francisco, CA 94105


Phillips-Van Heusen Corporation
Address

200 Madison Avenue

New York, New York 10016

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Phillips-Van Heusen Corporation
Company Name


Signature

Mark D. Fischer
Printed Name

Senior Vice President
Title

1 Dated: Jan., 31, 2008

2 Phillips-Van Heusen Corporation
3 Opt-in Company Name

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5 Signature

6 Mark D. Fischer
7 Printed Name

8 Senior Vice President
9 Title

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Name of Opt-In Settling Defendant: Pumpkin Patch LLC

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

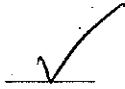
In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.



Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Glamour Party Bracelet
Item or SKU#: 199018MUL

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Matthew Washington
Name

439 East Tamaki Road
Address

East Tamaki

Auckland, New Zealand

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Pumpkin Patch LLC
Company Name

Matthew Washington
Signature

Matthew Washington
Printed Name

Director/Chief Financial Officer
Title

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Dated: January 30th, 2008

Pumpkin Patch LLC
Opt-in Company Name

Matthew Washington
Signature

Matthew Washington
Printed Name

Director/Chief Financial Officer
Title

Name of Opt-In Settling Defendant: Regis Corporation

Settlement Option (please check one):

X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Metal and CZ Hairclips

Item or SKU#: Retail ID# 16153; Manuf. ID# 7-94580-77711-2

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Scott Sullivan
Name

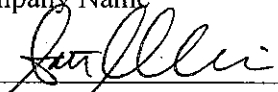
Vice President, Law
Address

Regis Corporation

7201 Metro Boulevard
Minneapolis, MN 55439

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Regis Corporation
Company Name



Signature

Scott Sullivan
Printed Name

Vice President, Law
Title

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Dated: 1/29, 2008

REGIS CORPORATION
Opt-in Company Name

Signature
SCOTT SULLIVAN
Printed Name
VICE PRESIDENT, LAW
Title

Name of Opt-In Settling Defendant: rue21, Inc.

Settlement Option (please check one):



Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.



Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.



Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.



Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

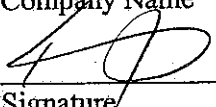
Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: 3 card wing, Drop Heart D Earrings
Item or SKU#: Retail ID# 400095333166

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

<u>Keith McDonough</u>	AND	<u>Todd O. Maiden</u>
Name		
<u>rue21, Inc.</u>		<u>Reed Smith LLP</u>
Address		
<u>800 Commonwealth Dr.</u>		<u>Two Embarcadero Center</u>
		<u>Suite 2000</u>
<u>Warrendale, PA 15086</u>		<u>San Francisco, CA 94111</u>

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

rue21, Inc.
Company Name

Signature

Keith McDonough
Printed Name
Senior Vice President & CFO
Title

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Dated: January 4, 2008

rue21, Inc.
Opt-in Company Name



Signature

Keith McDonough
Printed Name

Senior Vice President & CFO
Title

Name of Opt-In Settling Defendant: The Raider Image, LLC

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Pirate Logo Necklace
Item or SKU#: No. 603301120000

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Jeffrey E. Birren, Esq.

Name

The Raider Image, LLC

Address

1220 Harbor Bay Parkway

Alameda, CA 94502

Trenton H. Norris, Esq.

Bingham, McCutchen LLP


3 Embarcadero Center

San Francisco, CA 94111

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

The Raider Image, LLC

Company Name



Signature

Jeffrey Birren

Printed Name

Counsel

Title

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Dated: February 4, 2008	The Raider Image, LLC
	Opt-in Company Name
	<i>Jeffrey Birren</i> Signature
	Jeffrey Birren Printed Name
	Counsel Title

Name of Opt-In Settling Defendant: SALLY BEAUTY SUPPLY LLC

Settlement Option (please check one):

X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: STYLE SOLUTIONS METAL AND CZ CROSS NECKLACE

Item or SKU#: RETAIL ID# 00000899-597872

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

RAAL H. ROOS, SENIOR VICE PRESIDENT

Name

SALLY BEAUTY SUPPLY LLC

Address

3001 COLORADO BLVD.

DENTON, TX 76210

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

SALLY BEAUTY SUPPLY LLC

Company Name



Signature

RAAL H. ROOS

Printed Name

SENIOR VICE PRESIDENT

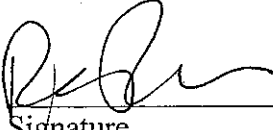
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Dated: February 1, 2008

SALLY BEAUTY SUPPLY LLC

Opt-in Company Name



Signature

Raal H. Roos

Printed Name

Senior Vice President

Title

Name of Opt-In Settling Defendant: STAMLOCK CORP D/B/A TANNISBROOK WRAPS

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: METAL HEAD GLACELET

Item or SKU#: 0-35100-10893-6

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

ROBERT P. WORTH

Name

PO BOX 19448

Address

GREENSBORO, NC 27419-9448

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

SHAMROCK CORPORATION d/b/a Innisbrook Wraps

Company Name

[Signature]

Signature

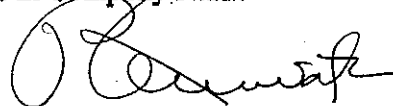
Robert P. Worth

Printed Name

Vice-President

Title

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<p>Dated: _____, 2008</p>	<p>SHAMROCK CORPORATION</p>
	<p>Opt-in Company Name</p>
	
	<p>Signature</p>
	<p>Robert P. Worth</p>
	<p>Printed Name</p>
	<p>Vice President</p>
	<p>Title</p>

Name of Opt-In Settling Defendant: Strasburg-Jarvis, Inc.

Settlement Option (please check one):

_____ **Option 1: Reformulation Only And \$50,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

_____ **Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:**

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: Pearl Bracelet with cross charm for children
Item or SKU#: Retail ID #JB-SWPC 581-6, Manufacturer ID #45099458.

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Richard C. Coffin
Name
Barg Coffin Lewis & Trapp LLP
Address
350 California Street, 22nd Floor
San Francisco, CA 94104

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Strasburg-Jarvis, Inc.

Company Name

Harry Leffler
Signature

Harry Leffler

Printed Name

Vice President of Finance

Title

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Dated: 1/25, 2008

Strasburg-Jarvis, Inc.

Opt-in Company Name

Harry Leffler

Signature
Harry Leffler

Printed Name
Vice President of Finance

Title

Name of Opt-In Settling Defendant: Ulta Salon, Cosmetics & Fragrance, Inc.

Settlement Option (please check one):

X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Robert S. Guttman, Esq.

CC: Gene A. Lucero, Esq.

Name
Ulta Salon, Cosmetics &
Fragrance, Inc.

Latham & Watkins LLP
633 W. 5th St., Ste. 4000
Los Angeles, CA 90071

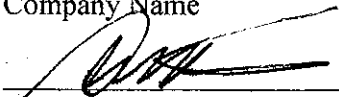
Address

Windham Lakes Business Park
1135 Arbor Dr.
Romeoville, IL 60446

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Ulta Salon, Cosmetics & Fragrance, Inc.

Company Name


Signature

Robert S. Guttman, Esq.

Printed Name


General Counsel and Secretary

Title

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Dated: February 4, 2008

Ulta Salon, Cosmetics & Fragrance, Inc.
Opt-in Company Name


Signature

Robert S. Guttman, Esq.
Printed Name

General Counsel and Secretary
Title

Name of Opt-In Settling Defendant: Unique Industries, Inc.

Settlement Option (please check one):

X

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: _____

Item or SKU#: _____

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

Craig Novak, President

Name
Unique Industries
4750 League Island Blvd.
Address
Philadelphia, PA 19112-1222

FAX: 215-336-4790
E-MAIL: cnovak@favors.com

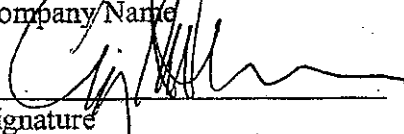
Glenn D. Wattenmaker, General Counsel

Name
Unique Industries
4750 League Island Blvd.
Address
Philadelphia, PA 19112-1222

FAX: 215-336-4790
E-MAIL: gwattenmaker@favors.com

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Unique Industries, Inc.
Company Name


Signature

Craig Novak
Printed Name

President
Title

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Dated: February 26, 2008

Unique Industries, Inc.
Opt-in Company Name

Signature

Craig Novak

Printed Name

President

Title

Name of Opt-In Settling Defendant: 2 GALLERIE, INC.

Settlement Option (please check one):

Option 1: Reformulation Only And \$50,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment.

In accordance with Section 5.2.1 of the Amended Consent Judgment, I have enclosed a check for \$50,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.2 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$40,000 Settlement Payment:

The undersigned company agrees to be bound by:

- the reformulation requirements of Sections 3.1 through 3.4;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry; and
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3 of the Consent Judgment.

In accordance with Section 5.2.3 of the Amended Consent Judgment, I have enclosed a check for \$40,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

X


Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Phase Down, Supplier and Employee Training, and \$35,000 Settlement Payment.

The undersigned company agrees to be bound by the following:

- the reformulation requirements of Sections 3.1 through 3.4 of the Consent Judgment;
- the 600 ppm standard set forth in Section 3.5.1 for all its jewelry;
- the National application of reformulation standards requirement set forth in Section 3.5.2;
- the Market withdrawal of Covered Products identified in 60-Day Notice requirement in Section 3.5.3;
- the Accelerated phase-down requirement set forth in Section 3.5.4; and
- the Supplier and Employee Training requirement in Section 3.5.6 of the Consent Judgment.

In accordance with Section 5.2.4 of the Consent Judgment, I have enclosed a check for \$35,000 made payable to the Lexington Law Group, LLP Attorney Client Trust Account.

Identification of Covered Product for Market Withdrawal: Pursuant to Section 3.5.3 and Exhibit D of the Consent Judgment, the following Covered Product will be withdrawn from the retail market in California (Note: must be the same item identified as an exemplar Covered Product in Plaintiff's Notice of Violation):

Name/description: LYDELL COCKTAIL RING

Item or SKU#: 640827145

Name and Contact Information of Person To Receive Notice: Pursuant to Sections 4.2.2.2, Section 8 and Exhibit D to the Consent Judgment):

MALCOLM WOLK, CFO
Name

1855 W. 139TH STREET
Address

GARDENA, CA 90249

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Z GALLERIE, INC
Company Name


Signature

MALCOLM WOLK
Printed Name

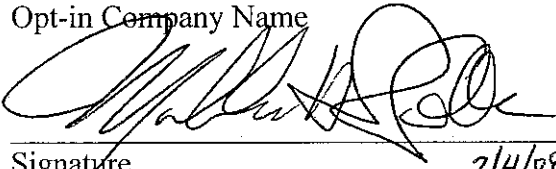
CFO
Title

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Dated: February 4, 2008

Z Gallerie, Inc.

Opt-in Company Name



Signature 2/4/08

Malcolm H. Wolk

Printed Name

Chief Financial Officer

Title

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

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PROOF OF SERVICE

I declare that:

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

On March 13, 2008, I served true copies of the following document:

NOTICE OF ENTRY OF ORDER AND AMENDED CONSENT JUDGMENT

I transmitted via electronic mail the document listed above to the electronic mail addresses set forth below at ___:___ p.m. on March 13, 2008:

See attached service list.

The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on March 13, 2008 at San Francisco, California.

Signed: _____
Jennie Romer

People v. Burlington Coat Factory Warehouse Corporation, et al.
Alameda Superior Case No. RG04-162075
SERVICE LIST

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