



1           1.2     On May 12, 2006, CEH filed an action entitled *Center For Environmental Health*  
2 *v. Nadri, et al.* (Alameda Superior Court Case No. RG 06-269531), which action was later  
3 consolidated with three other actions including the lead case entitled *People v. Burlington Coat*  
4 *Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

5           1.3     On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment  
6 against a group of other defendants in the consolidated actions (the "Master Consent Judgment").

7           1.4     On June 15, 2006, upon noticed motion, the Court amended the Master Consent  
8 Judgment by entering an Amended Consent Judgment in the consolidated actions (the "Amended  
9 Master Consent Judgment").

10          1.5     On September 21, 2006, February 17, 2007, July 19, 2007, and November 8, 2007,  
11 the Complaint in the *Center For Environmental Health v. Nadri, et al.* action was amended to  
12 name additional defendants, including the Settling Defendants.

13          1.6     Each of the Settling Defendants is a corporation that employs 10 or more persons,  
14 and which manufactures, distributes and/or sells Covered Products in the State of California.

15          1.7     For purposes of this Consent Judgment only, CEH and each of the Settling  
16 Defendants (the "Parties") stipulate that this Court has jurisdiction over the allegations of  
17 violations contained in the Complaint and personal jurisdiction over Settling Defendants as to the  
18 acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court  
19 has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which  
20 were or could have been raised in the Complaint based on the facts alleged therein with respect to  
21 Covered Products manufactured, distributed, and/or sold by the Settling Defendants.

22          1.8     CEH and Settling Defendants enter into this Consent Judgment as a full and final  
23 settlement of all claims that were raised in the Complaint, or which could have been raised in the  
24 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By  
25 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not  
26 admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law  
27 suggesting or demonstrating any violations of Proposition 65 or any other statutory, common law  
28 or equitable requirements relating to lead in jewelry. Nothing in this Consent Judgment shall be

1 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of  
2 law, nor shall compliance with the Consent Judgment constitute or be construed as an admission  
3 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this  
4 Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the  
5 Parties may have in this or any other or future legal proceedings. This Consent Judgment is the  
6 product of negotiation and compromise and is accepted by the Parties for purposes of settling,  
7 compromising, and resolving issues disputed in this action.

8 1.9 CEH and Settling Defendants intend, and the Court finds, that the injunctive terms  
9 contained in Sections 2, 3 and 4 of this Consent Judgment are “substantially identical terms as  
10 provided in Sections 2, 3 and 4 of the amended consent judgment,” as those terms are used in  
11 Health & Safety Code §25214.3(d).

## 12 2. DEFINITIONS

13 2.1 The term “Person” shall have the same meaning as that term is defined in  
14 California Health & Safety Code §25249.11(a).

15 2.2 The term “Covered Products” means (a) the following ornaments worn by a person:  
16 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,  
17 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other  
18 component of such an ornament.

19 2.3 The term “Body Piercing Jewelry” means any part of a Covered Product that is  
20 manufactured or sold for placement in new piercings and/or mucous membranes, and does not  
21 include those parts of Covered Products not placed within new piercings and/or mucous  
22 membranes.

23 2.4 The term “Children’s Products” means Covered Products that are made for,  
24 marketed for use by, or marketed to, Children.

25 2.4.1 For purposes of this Consent Judgment, the term “Children” means  
26 children aged 6 and younger.

27 2.4.2 A Covered Product is made for, marketed for use by, or marketed to  
28 Children if it is either:

1                   2.4.2.1    Represented in its packaging, display, or advertising, as appropriate  
2 for use by Children; or

3                   2.4.2.2    Sold in conjunction with, attached to, or packaged together with  
4 other products that are packaged, displayed, or advertised as appropriate for use by Children; or

5                   2.4.2.3    Sized for Children and not intended for use by adults.

6                   2.4.2.4    Sold in

7                               2.4.2.4.1       a vending machine; or

8                               2.4.2.4.2       a retail store, catalogue, or online website, in which

9                                       Settling Defendants exclusively offers for sale products that are

10                                      packaged, displayed, or advertised as appropriate for use by

11                                      Children; or

12                               2.4.2.4.3       those discrete portions of a retail store, catalogue, or

13                                      online website, in which Settling Defendants offers for sale products

14                                      that are packaged, displayed, or advertised as appropriate for use by

15                                      Children.

16           2.5    The term "Supplier" means a Person that directly supplies Covered Products that  
17 are or will be offered for retail sale in California to a Settling Defendant.

18           2.6    Any time a measurement of lead content is referred to in this Consent Judgment by  
19 a percentage, it means percent lead by weight.

20           2.7    The term "Effective Date" means the date this Consent Judgment is entered by the  
21 Court.

22           2.8    The term "Shipping Compliance Date" means the Effective Date.

23           2.9    The term "Final Compliance Date" means the Effective Date.

24   **3.    INJUNCTIVE RELIEF**

25           3.1    **Reformulation of Covered Products.** Subject to the Additional Injunctive Relief  
26 (as defined in Section 3.5) agreed to by each Settling Defendant as set forth in Exhibit D, after the  
27 Shipping Compliance Date, a Settling Defendant that is a Supplier shall not ship Covered Products  
28 to a third party for retail sale in California unless the Covered Product complies with Section 3.2

1 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent  
2 Judgment. After the Final Compliance Date, no Settling Defendant shall: (1) manufacture; (ii)  
3 ship; or (iii) sell or offer for sale Covered Products for retail sale in California unless the Covered  
4 Product complies with Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing  
5 Jewelry, Section 3.4 of this Consent Judgment. Each Settling Defendant shall provide the  
6 requirements of this Consent Judgment, as applicable to such Settling Defendant, to its Suppliers  
7 of Covered Products no later than the Final Compliance Date.

8           **3.2 General Reformulation Requirements.** Covered Products that are not Children's  
9 Products or Body Piercing Jewelry, shall be made entirely from Class 1, Class 2, and Class 3  
10 Components, or any combination thereof, as these terms are defined below and in Exhibit A.

11           3.2.1 A "Class 1 Component" is the portion of a Covered Product that contains  
12 one or more of the following materials:

13                   3.2.1.1 Stainless and surgical steels.

14                   3.2.1.2 Karat gold.

15                   3.2.1.3 Sterling silver.

16                   3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium  
17 ("platinum group metals").

18                   3.2.1.5 Natural and cultured pearls.

19                   3.2.1.6 Glass, ceramic, and crystal decorative components (e.g., cat's eye,  
20 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

21                   3.2.1.7 Any gemstone that is cut and polished for ornamental purposes  
22 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,  
23 phosgenite, samarskite, vanadinite, and wulfenite.

24                   3.2.1.8 Elastic, fabric, ribbon, rope, and string with no intentionally-added  
25 lead and not otherwise listed as a Class 2 component.

26                   3.2.1.9 Natural decorative materials (e.g., amber, bone, coral, feathers, fur,  
27 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add  
28 lead.

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3.2.1.10 Adhesives.

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

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

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

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

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

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

4                   3.3     **Children’s Products.** Children’s Products shall be made entirely from:

5                   3.3.1     Non-metallic materials that are Class 1 Components;

6                   3.3.2     Non-metallic materials that are Class 2 Components;

7                   3.3.3     Metallic materials that are either Class 1 Components or contain less than  
8 0.06 percent (600 parts per million) lead;

9                   3.3.4     Glass or crystal decorative components that weigh in total no more than  
10 1.0 gram, excluding any such glass or crystal decorative components that contain less than 0.02  
11 percent (200 parts per million) lead and have no intentionally added lead.

12                  3.3.5     Printing inks or ceramic glazes that contain less than 0.06 percent (600  
13 parts per million) lead;

14                  3.3.6     Class 3 Components that contain less than 0.02 percent (200 parts per  
15 million) lead; or

16                  3.3.7     Any combination thereof.

17                  3.4     **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the  
18 following materials:

19                  3.4.1     Surgical Implant Stainless Steel

20                  3.4.2     Surgical Implant grades of Titanium

21                  3.4.3     Niobium (Nb)

22                  3.4.4     Solid 14 karat or higher white or yellow nickel-free gold

23                  3.4.5     Solid platinum

24                  3.4.6     A dense low porosity plastic such as Tygon or PTFE with no intentionally  
25 added lead.

26                  3.5     **Additional Injunctive Relief.** Settling Defendants have each agreed to comply  
27 with certain additional injunctive relief requirements, as specified in Exhibit D. For purposes of  
28 Exhibit D, these additional injunctive relief provisions shall be defined as follows:

1                   3.5.1     “600 ppm Standard” shall mean that, on or after March 1, 2009, the  
2 metallic materials used in Covered Products manufactured, distributed, shipped or sold by a  
3 Settling Defendant that agrees to this provision shall be either Class 1 Components or contain less  
4 than 0.06 percent (600 parts per million) lead. Between March 1, 2008 and March 1, 2009, the  
5 metallic materials used in such a Settling Defendant’s Covered Products shall comply with Section  
6 3.2.2.1 above.

7                   3.5.2     “National Application of Reformulation Standards” shall mean that all  
8 Covered Products manufactured, distributed, shipped or sold by a Settling Defendant that agrees to  
9 this provision within the United States shall comply with the lead content requirements of Section  
10 3 of this Consent Judgment.

11                  3.5.3     “Market Withdrawal of Covered Products” shall mean that, on or before  
12 the Effective Date, with respect to the Covered Products(s) identified in Exhibit D, each Settling  
13 Defendant that agrees to this provision shall cease shipping to stores and/or customers in  
14 California, and shall withdraw such Covered Products from the market in California, and, at a  
15 minimum, send instructions to any of its stores and/or customers that offer the Covered Product  
16 for sale in California to cease offering such Covered Products for sale in California and to either  
17 return the Covered Products to such Settling Defendant for destruction, or to directly destroy the  
18 Covered Products. Any destruction of Covered products shall be in compliance with all applicable  
19 laws. Each Settling Defendant that agrees to this provision shall keep and make available to CEH  
20 for inspection and copying records and correspondence regarding the market withdrawal and  
21 destruction of Covered Products. If there is a dispute over the corrective action, the Parties shall  
22 meet and confer before seeking any remedy in court.

23                  3.5.4     “Accelerated Lead Phase-Down” shall mean that the lead content  
24 requirements effective December 31, 2008 and August 31, 2009 in Sections 3.2.2.1 and 3.2.2.3  
25 shall become effective on August 31, 2008 for a Settling Defendant that agrees to this provision.

26                  3.5.5     “Supplier and Employee Training” shall mean that a Settling Defendant  
27 that agrees to this provision shall retain a third party consulting firm to develop the following  
28 training programs: (1) a training seminar to be provided by such third party consulting firm for its



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

#### 13 **4. ENFORCEMENT**

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

17 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment  
18 shall be brought exclusively pursuant to this Section 4.

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

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

7 **4.3 Enforcement of Materials Violation.**

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

13 **4.3.2 Service of Notice of Violation and Supporting Documentation.**

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

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

1                   4.3.2.3     The Notifying Person shall promptly make available for inspection  
2 and/or copying upon request all supporting documentation related to the testing of the Covered  
3 Products and associated quality control samples, including chain of custody records, all laboratory  
4 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all  
5 printouts from all analytical instruments relating to the testing of Covered Product samples and  
6 any and all calibration, quality assurance, and quality control tests performed or relied upon in  
7 conjunction with the testing of the Covered Products, obtained by or available to the Notifying  
8 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if  
9 available, any exemplars of Covered Products tested.

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

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

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

26                   4.3.4     **Meet and Confer.** If a Notice of Violation is contested, the Notifying  
27 Person, the Attorney General, Settling Defendant, and all affected Settling Defendants shall meet  
28 and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of Election

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

8           4.3.5    **Non-Contested Matters.** If the Settling Defendant elects not to contest  
9 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section  
10 4.3.6 and shall make any contributions required by Section 4.3.7.

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

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

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

27           4.3.7.2    If the Settling Defendant serves a Notice of Election not to contest  
28 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the

1 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of  
2 \$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any  
3 Notices of Violation served within a 30-day period.

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 entry of this  
12 Consent Judgment, each Settling Defendant shall pay the amount set forth in Exhibit D as to that  
13 Settling Defendant as a settlement payment. Any failure by any Settling Defendant to comply  
14 with the payment terms herein shall be subject to a stipulated late fee in the amount of \$100 for  
15 each day after the delivery date the payment is received. The late fees required under this section  
16 shall be recoverable, together with reasonable attorneys' fees, by way of motion to enforce this  
17 Consent Judgment.

18 5.2 **Allocation of Payments.** The total settlement amount for each Settling Defendant  
19 shall be paid in a check payable to the Lexington Law Group, LLP Attorney Client Trust Fund and  
20 such check shall be delivered to the offices of the Lexington Law Group, LLP (Attn: Eric  
21 Somers), 1627 Irving Street, San Francisco, California 94122. The tax ID number for this IOLTA  
22 account is 94-6001385. The settlement payments shall be allocated as follows.

23 5.2.1 The amount set forth as Civil Penalty next to each Settling Defendant's  
24 name on Exhibit D shall be a civil penalty pursuant to Health & Safety Code §25249.7(b), such  
25 money to be apportioned by CEH in accordance with Health & Safety Code §25249.12.

26 5.2.2 The amount set forth as Payment In Lieu Of Penalty next to each Settling  
27 Defendant's name on Exhibit D shall be a payable to CEH as a payment in lieu of penalty  
28 pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, title 11,

1 §3203(b). CEH will use such funds to continue its work educating and protecting people from  
2 exposures to toxic chemicals, including heavy metals. In addition, CEH may use a portion of such  
3 funds to monitor compliance with the reformulation requirements of this and other similar Consent  
4 Judgments, to purchase and test jewelry, and to prepare and compile the information and  
5 documentation necessary to support a Notice of Violation.

6 5.2.3 The amount set forth as Attorneys' Fees and Costs next to each Settling  
7 Defendant's name on Exhibit D shall payable to the Lexington Law Group, LLP as reimbursement  
8 of reasonable attorneys' fees and costs.

9 **6. MODIFICATION AND DISPUTE RESOLUTION**

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

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

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

24 6.4 **Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to  
25 Covered Products other than Children's Products as follows:

26 6.4.1 **Limited Reopener of Component Designation for Certain**  
27 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and  
28 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been

1 designated as Class 1 Components. CEH, with the written non-opposition of the Attorney  
2 General, may seek to modify this Consent Judgment by seeking the re-designation of any material  
3 described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a Class 2 Component with a  
4 lead standard for such material, if, subsequent to the Effective Date, CEH obtains information that  
5 demonstrates that such material contains lead and that the use of the material in any Covered  
6 Product exposes users of the Covered Product to lead in an amount greater than 0.5 micrograms  
7 per day.

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

11           **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to  
12 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

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

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

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

## 25 **7. CLAIMS COVERED AND RELEASE**

26           **7.1** This Consent Judgment is a full, final, and binding resolution between CEH and  
27 Settling Defendants and their parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
28 sister companies and their successors and assigns (“Defendant Releasees”), and all entities other



1 than those listed on Exhibit E to whom they distribute or sell Covered Products, including but not  
2 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and  
3 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 or any other  
4 statutory or common law claims that have been or could have been asserted in the public interest  
5 against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees,  
6 regarding the failure to warn about exposure to lead arising in connection with Covered Products  
7 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date.

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

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

20           7.4     Nothing in this Section 7 shall apply to any Supplier that is not a Settling  
21 Defendant unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

22 **8.     PROVISION OF NOTICE**

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

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1     **9.     COURT APPROVAL**

2             9.1     This Consent Judgment shall become effective on the Effective Date, provided  
3 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and the  
4 Settling Defendants shall support approval of such Motion.

5             9.2     If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
6 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

7     **10.    GOVERNING LAW AND CONSTRUCTION**

8             10.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
9 California.

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

19     **11.    ATTORNEY'S FEES**

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

25            11.2    Notwithstanding Section 11.1, a party who prevails in a contested enforcement  
26 action brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of  
27 Civil Procedure §1021.5 against a party that acted with substantial justification. The party seeking  
28 such an award shall bear the burden of meeting all of the elements of §1021.5, and this provision

1 shall not be construed as altering any procedural or substantive requirements for obtaining such an  
2 award.

3 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of  
4 sanctions pursuant to law.

5 **12. ENTIRE AGREEMENT**

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

18 **13. RETENTION OF JURISDICTION**

19 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
20 Consent Judgment.

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

22 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
23 by the party he or she represents to stipulate to this Consent Judgment and to enter into and  
24 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

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

26 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
27 against an entity that is not a Settling Defendant on terms that are different than those contained in  
28 this Consent Judgment.

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**16. EXECUTION IN COUNTERPARTS**

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

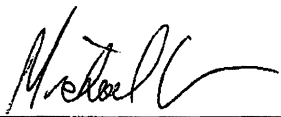
**IT IS SO ORDERED, ADJUDGED,  
AND DECREED**

**ROBERT FREEDMAN**

Dated: **AUG 01 2008**

\_\_\_\_\_  
Honorable Robert ~~B~~ Freedman  
Judge of the Superior Court of the State of California

IT IS SO STIPULATED:

Dated: May 14, 2008	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  By  _____ Micheal Green Executive Director
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Dated: APR 25, 2008

BARCELINO COMMERCIAL CORP.

Company Name

Signature

SHARAN SHREY

Printed Name

PRESIDENT

Title

Dated: June 10, 2008

Charms By the Bay  
Company Name



Signature

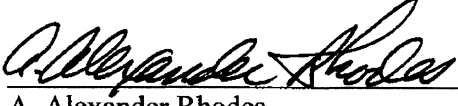
ROBERT YRANI  
Printed Name

OWNER  
Title

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Dated: 4/30, 2008

Chico's FAS, Inc. (and affiliates)



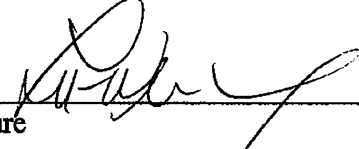
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A. Alexander Rhodes  
SVP – General Counsel & Secretary

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Dated: April 9, 2008

Creative Co-Op, Inc.  
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Company Name

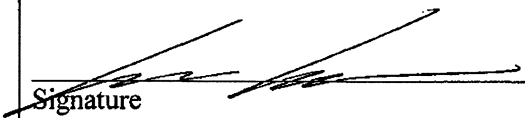
  
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LU WEI ROBERT WANG  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title



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Dated: April 28 , 2008	<u>DAISO CALIFORNIA LLC</u> Company Name
	 Signature
	<u>YOSHIHIDE MURATA</u> Printed Name
	<u>SENIOR VICE PRESIDENT</u> Title

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Dated: APRIL 4<sup>th</sup>, 2008

ETHEL & MYRTLE, INC.  
Company Name

Richard M Engel  
Signature

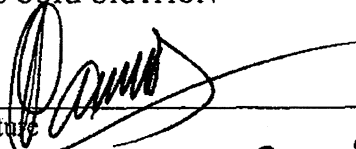
RICHARD M. ENGEL  
Printed Name

VICE PRESIDENT  
Title

Dated: June 6, 2008

I & JC CORPORATION

Signature



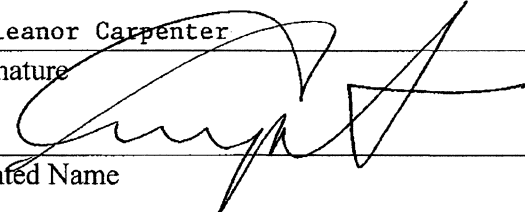
Printed Name

Jorge E Castillo

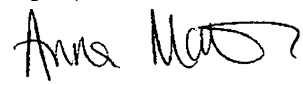
President

Title

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Dated: April 30 , 2008	JEST JEWELS Company Name
	Eleanor Carpenter Signature 
	Printed Name
	President Title

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Dated: 04/03 , 2008	JIGSAW USA INC
	Company Name
	
	Signature
	ANNA MATTHEWS
	Printed Name
	COMPANY SECRETARY
	Title

Dated: April 24, 2008

**Jimmy'Z Surf Co., Inc.**

Company Name



Signature

Edward M. Slezak

Printed Name

Senior Vice President and General Counsel

Title

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Dated: <i>Jul 17</i> , 2008	<i>Maui Magnets, Inc</i>
	Company Name
	<i>[Signature]</i>
	Signature
	<i>Robert Kadie</i>
	Printed Name
	<i>President</i>
	Title

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Dated: *April 10*, 2008

Only In San Francisco, LLC

Company Name

Signature

Linda Hoppe

Printed Name

Managing Member


Title



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Dated: April 10, 2008

Paper Source Inc  
Company Name

Signature 

Sally Pofcher  
Printed Name

Chief Executive Office  
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Dated: *MAY 6* , 2008

*Solstice Marketing Corp.*  
Company Name

  
Signature

*John J. Judge*  
Printed Name

*C.F.O.*  
Title

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

**CLASS 1 COMPONENTS**

Stainless and surgical steels

Karat gold

Sterling silver

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

Natural and cultured pearls.

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

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

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

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

Adhesives

**CLASS 2 COMPONENTS**

COMPONENT	LEAD CONTENT LIMITS
Metal substrates that are electroplated	Metal alloys with less than 10 percent lead by weight (“88 metal”) that are electroplated with suitable under and finish coats and that are plated utilizing the Best Management Practices described in Exhibit 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

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

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

2                                   **PRE-PLATING PROCEDURE**

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

5                   The pieces must be activated.

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

7                                   **PLATING BATH MAINTENANCE**

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

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

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

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

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

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

20                  Plating tanks must be swept at least weekly.

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

23                  Racks must be stripped at least annually.

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

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**PLATING PROCEDURES**

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

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

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**EXHIBIT C (TESTING PROTOCOLS)**

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

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

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

All jewelry components samples shall be prepared for testing in accordance with USEPA Method 3050B or 3051, with the following additional notes and exceptions:



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

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	<p>coating should be used for analysis. If less than 50 mg of scraped coating is obtained from an individual pearl, then multiple pearls from that sample must be scraped and composited to obtain a sufficient sample amount. The number of pearls used to make the composite must be noted. Avoid inclusion of the substrate pearl material in the scrapings. Digest the scrapings according to USEPA Method 3050B or 3051 or equivalent procedure for hot acid digestion in preparation for trace lead analysis. Dilute the digestate in the minimum volume practical for analysis. Analyze the digested sample according to specification of Exhibit C (approved, validated methodology for inductively-coupled plasma mass spectrometry). A reporting limit of 0.001% (10 ppm) in the coating must be obtained for the analysis. The sample result must be reported within the calibrated range of the instrument. If the initial test of the sample is above the highest calibration standard, then the sample must be diluted and re-analyzed within the calibrated range of the instrument.</p>
<p>Dyes, paints, coatings, varnish, printing inks, ceramic glazes, glass, crystal</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.050 g, and should be chopped or comminuted prior to digestion.</p> <p>Digested samples may require dilution prior to analysis . Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Glass and crystal used in Children's Products (for weight)</p>	<p>The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weigh these components should be calibrated using NIST certified (S-class) weights of 1 and 2 grams immediately before the components are weighed. The calibration should be accurate to within 0.01 gram.</p>

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**EXHIBIT D**

**(PARTY INFORMATION AND ADDITIONAL INJUNCTIVE RELIEF)**

**For Plaintiff Center for Environmental Health:**

Notices are to be sent to:

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

1 **EXHIBIT D**

2 **(PARTY INFORMATION AND ADDITIONAL INJUNCTIVE RELIEF)**

3 **Additional Injunctive Relief Chart**

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Defendant	Additional Injunctive Relief Option*	Total Settlement	Penalty	Payment in lieu of Penalty	Fees
Barcelino Continental Corp.	4	\$10,000	\$400	\$2,950	\$6,650
Charms By The Bay	4	\$10,000	\$400	\$2,950	\$6,650
Chico's FAS, Inc.	1	\$20,000	\$800	\$6,150	\$13,050
Creative Co-op, Inc.	4	\$10,000	\$400	\$2,950	\$6,650
Daiso California LLC	3	\$15,000	\$600	\$4,550	\$9,850
Ethyl & Myrtle, Inc.	2	\$15,000	\$600	\$4,550	\$9,850
I & J.C. Corp.	1	\$20,000	\$800	\$6,150	\$13,050
Jest Jewels, Inc.	2	\$15,000	\$600	\$4,550	\$9,850
Jigsaw USA, Inc.	4	\$10,000	\$400	\$2,950	\$6,650
Jimmy Z Surf Company, Inc.	1	\$20,000	\$800	\$6,150	\$13,050
Maui Magnets, Inc.	4	\$10,000	\$400	\$2,950	\$6,650
Only in San Francisco, LLC	4	\$10,000	\$400	\$2,950	\$6,650
Paper Source, Inc.	4	\$10,000	\$400	\$2,950	\$6,650
Solstice Marketing Concepts, LLC; Solstice Marketing Corporation	1	\$20,000	\$800	\$6,150	\$13,050
<b>TOTAL</b>		<b>\$195,000</b>	<b>\$7,800</b>	<b>\$58,900</b>	<b>\$128,300</b>

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16 \* Option 1: Reformulation and Market Withdrawal of Noticed Product and \$20,000 Settlement Payment.

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18 Option 2: National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Lead Phase-Down, Supplier and Employee Training, and \$15,000 Settlement Payment.

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20 Option 3: Application of 600 PPM Standard To All Jewelry, Market Withdrawal of Noticed Product, and \$15,000 Settlement Payment.

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22 Option 4: Application of 600 PPM Standard To All Jewelry, National Application of Reformulation Standards, Market Withdrawal of Noticed Product, Accelerated Lead Phase-Down, Supplier and Employee Training, and \$10,000 Settlement Payment.

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**For Defendant Barcelino Continental Corp.**

**Additional Injunctive Relief:**

- 3.5.1 Application of 600 PPM Standard to All Jewelry
- 3.5.2 National Application of Reformulation Standards
- 3.5.3 Market Withdrawal of Covered Product
  - Jewelry Pendant Circle Sparkle LIZ/0023/U 0395
- 3.5.4 Accelerated Lead Phase-Down
- 3.5.5 Supplier and Employee Training

**Monetary Payments:**

- Total Payment: \$10,000
- Civil Penalty: \$400
- Payment In Lieu of Penalty: \$2,950
- Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Bob David  
c/o Barcelino Continental Corp.  
111 Lucky Drive  
Corte Madera, CA 94925

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**For Defendant Charms By the Bay**

**Additional Injunctive Relief:**

- 3.5.1 Application of 600 PPM Standard to All Jewelry
- 3.5.2 National Application of Reformulation Standards
- 3.5.3 Market Withdrawal of Covered Product
  - Charm Necklace 0-65810-86317-7
- 3.5.4 Accelerated Lead Phase-Down
- 3.5.5 Supplier and Employee Training

**Monetary Payments:**

- Total Payment: \$10,000
- Civil Penalty: \$400
- Payment In Lieu of Penalty: \$2,950
- Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Robert Yrani  
Pier 39 SP P-4  
San Francisco, CA 94133

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**For Defendant Chico's FAS, Inc.**

**Additional Injunctive Relief:**

3.5.3 Market Withdrawal of Covered Product

- Carlsbad Wire Ear Multi 401001446130

**Monetary Payments:**

Total Payment: \$20,000

Civil Penalty: \$800

Payment In Lieu of Penalty: \$6,150

Attorneys' Fees and Costs: \$13,050

**Notices are to be sent to:**

A. Alexander Rhodes  
Chico's FAS, Inc.  
11215 Metro Parkway  
Fort Myers, FL 33966

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**For Defendant Creative Co-Op, Inc**

**Additional Injunctive Relief:**

3.5.1 Application of 600 PPM Standard to All Jewelry

3.5.2 National Application of Reformulation Standards

3.5.3 Market Withdrawal of Covered Products

- 807472068732 3/8" Metal Slider Charm
- 807472068749 3/8" Metal Slider Charm
- 807472068756 3/8" Metal Slider Charm
- 807472068763 3/8" Metal Slider Charm
- 807472068787 3/8" Metal Slider Charm
- 807472068770 3/8" Metal Slider Charm
- 807472068817 3/8" Metal Slider Charm
- 807472068794 3/8" Metal Slider Charm
- 807472068800 3/8" Metal Slider Charm
- 807472070353 3/8" Metal Slider Charm
- 807472070360 3/8" Metal Slider Charm
- 807472070377 3/8" Metal Slider Charm
- 807472070384 3/8" Metal Slider Charm
- 807472070391 3/8" Metal Slider Charm
- 807472070407 3/8" Metal Slider Charm
- 807472068414 3/8" Metal Slider Charm
- 807472070421 3/8" Metal Slider Charm
- 807472070438 3/8" Metal Slider Charm
- 807472070445 3/8" Metal Slider Charm
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- 807472070476 3/8" Metal Slider Charm
- 807472070483 3/8" Metal Slider Charm
- 807472070506 3/8" Metal Slider Charm
- 807472070513 3/8" Metal Slider Charm
- 807472070490 3/8" Metal Slider Charm
- 807472080529 3/8" Metal Slider Number Charm
- 807472070537 3/8" Metal Slider Number Charm
- 807472070544 3/8" Metal Slider Number Charm
- 807472070551 3/8" Metal Slider Number Charm
- 807472070568 3/8" Metal Slider Number Charm
- 807472070575 3/8" Metal Slider Number Charm
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- 807472070605 3/8" Metal Slider Number Charm
- 807472070612 3/8" Metal Slider Number Charm
- 807472070834 3/8" Metal Slider Taurus Charm
- 807472070872 3/8" Metal Slider Virgo Charm
- 807472070629 3/8" Metal Slider Aries Charm
- 807472070841 3/8" Metal Slider Gemini Charm
- 807472070926 3/8" Metal Slider Aquarius Charm
- 807472070919 3/8" Metal Slider Capricorn Charm



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3.5.4 Accelerated Lead Phase-Down  
3.5.5 Supplier and Employee Training

**Monetary Payments:**

Total Payment: \$10,000  
Civil Penalty: \$400  
Payment In Lieu of Penalty: \$2,950  
Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Susan Wang  
Creative Co-Op, Inc.  
P.O. Box 751500  
Memphis, TN 38175-1500

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**For Defendant Daiso California LLC**

**Additional Injunctive Relief:**

3.5.1 Application of 600 PPM Standard to All Jewelry

3.5.3 Market Withdrawal of Covered Product

- Pearl Hair Pins Retail ID# 490066262583

**Monetary Payments:**

Total Payment: \$15,000

Civil Penalty: \$600

Payment In Lieu of Penalty: \$4,550

Attorneys' Fees and Costs: \$9,850

**Notices are to be sent to:**

Yoshihide Murata  
26523 Danti Court  
Hayward, CA 94545

Yoshihide Murata  
1370 Oakhurst Ave  
Los Altos, CA 94024

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**For Defendant Ethyl & Myrtle, Inc.**

**Additional Injunctive Relief:**

3.5.2 National Application of Reformulation Standards

3.5.3 Market Withdrawal of Covered Product

- Rect Swirls & Stns 1153PKG2

3.5.4 Accelerated Lead Phase-Down

3.5.5 Supplier and Employee Training

**Monetary Payments:**

Total Payment: \$15,000

Civil Penalty: \$600

Payment In Lieu of Penalty: \$4,550

Attorneys' Fees and Costs: \$9,850

**Notices are to be sent to:**

Richard M. Engel  
2040 Humble Place Dr.  
Humble, TX 77338

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**For Defendant I & J.C. Corp.**

**Additional Injunctive Relief:**

3.5.3 Market Withdrawal of Covered Product

- Crystal Hair Clip Retail ID # K028; Manuf ID # 8-00543-04472-7

**Monetary Payments:**

Total Payment: \$20,000

Civil Penalty: \$800

Payment In Lieu of Penalty: \$6,150

Attorneys' Fees and Costs: \$13,050

**Notices are to be sent to:**

Robert F. Salkowski, Esq.  
Zarco, Einhorn, Salkowski & Brito, P.A.  
100 SE 2<sup>nd</sup> Street, Suite 2700  
Miami, FL 33131

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**For Defendant Jest Jewels, Inc.**

**Additional Injunctive Relief:**

3.5.2 National Application of Reformulation Standards

3.5.3 Market Withdrawal of Covered Product

- Butterfly Necklace 01-003534-IVY

3.5.4 Accelerated Lead Phase-Down

3.5.5 Supplier and Employee Training

**Monetary Payments:**

Total Payment: \$15,000

Civil Penalty: \$600

Payment In Lieu of Penalty: \$4,550

Attorneys' Fees and Costs: \$9,850

**Notices are to be sent to:**

Eleanor Carpenter  
1869 Union Street  
San Francisco, CA 94123

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**For Defendant Jigsaw USA, Inc.**

**Additional Injunctive Relief:**

3.5.1 Application of 600 PPM Standard to All Jewelry

3.5.2 National Application of Reformulation Standards

3.5.3 Market Withdrawal of Covered Product

- Leafy Necklace Retail ID# 5-036734-62865-4  
Manuf ID# 062-7300-075-71 STD

3.5.4 Accelerated Lead Phase-Down

3.5.5 Supplier and Employee Training

**Monetary Payments:**

Total Payment: \$10,000

Civil Penalty: \$400

Payment In Lieu of Penalty: \$2,950

Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Edward Atterton  
Jigsaw USA, Inc.  
314 N. Beverly Drive  
Beverly Hills, CA 90210

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**For Defendant Jimmy Z Surf Company, Inc.**

**Additional Injunctive Relief:**

3.5.3 Market Withdrawal of Covered Product

- Bracelet With Indian Head Coin Pendant Style #5906

**Monetary Payments:**

Total Payment: \$20,000

Civil Penalty: \$800

Payment In Lieu of Penalty: \$6,150

Attorneys' Fees and Costs: \$13,050

**Notices are to be sent to:**

Edward M. Slezak, General Counsel  
Aeropostale, Inc.  
112 West 34<sup>th</sup> Street  
New York, NY 10120

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**For Defendant Maui Magnets, Inc.**

**Additional Injunctive Relief:**

3.5.1 Application of 600 PPM Standard to All Jewelry

3.5.2 National Application of Reformulation Standards

3.5.3 Market Withdrawal of Covered Product

- Metal Typhoon Necklace 484428

3.5.4 Accelerated Lead Phase-Down

3.5.5 Supplier and Employee Training

**Monetary Payments:**

Total Payment: \$10,000

Civil Penalty: \$400

Payment In Lieu of Penalty: \$2,950

Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Robert Kadie  
332 2<sup>nd</sup> Street  
Oakland, CA 94607



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**For Defendant Only in San Francisco, LLC**

**Additional Injunctive Relief:**

3.5.1 Application of 600 PPM Standard to All Jewelry

3.5.2 National Application of Reformulation Standards

3.5.3 Market Withdrawal of Covered Product

- Magnetic Hematite Bracelet Retail ID #19-754; Manuf. ID #197540101

3.5.4 Accelerated Lead Phase-Down

3.5.5 Supplier and Employee Training

**Monetary Payments:**

Total Payment: \$10,000

Civil Penalty: \$400

Payment In Lieu of Penalty: \$2,950

Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Linda Hoppe  
3 Strawberry Landing  
Mill Valley, CA 94941

Warren R. Webster, Esq.  
Hanson Bridgett LLP  
425 Market Street, 26<sup>th</sup> Floor  
San Francisco, CA 94105

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**For Defendant Paper Source, Inc.**

**Additional Injunctive Relief:**

- 3.5.1 Application of 600 PPM Standard to All Jewelry
- 3.5.2 National Application of Reformulation Standards
- 3.5.3 Market Withdrawal of Covered Product
  - Diamond Ring Assort. Retail ID # 466300
- 3.5.4 Accelerated Lead Phase-Down
- 3.5.5 Supplier and Employee Training

**Monetary Payments:**

- Total Payment: \$10,000
- Civil Penalty: \$400
- Payment In Lieu of Penalty: \$2,950
- Attorneys' Fees and Costs: \$6,650

**Notices are to be sent to:**

Harlan D. Kahn  
Bronson & Kahn LLC  
150 North Wacker Drive, Suite 1400  
Chicago, IL 60606

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**For Defendant Solstice Marketing Concepts LLC; Solstice Marketing Corporation**

**Additional Injunctive Relief:**

3.5.3 Market Withdrawal of Covered Product

- Optic Necklace CM 12003 1019700010001

**Monetary Payments:**

Total Payment: \$20,000

Civil Penalty: \$800

Payment In Lieu of Penalty: \$6,150

Attorneys' Fees and Costs: \$13,050

**Notices are to be sent to:**

Stephen H. Dye  
Schnader Harrison Segal and Lewis  
One Montgomery Street, Suite 2200  
San Francisco, CA 94104-5501

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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. Almart Retail Development Company, Inc.
6. Ambassador Toys LLC
7. Amiee Lynn, Inc.
8. Aminco International (USA), Inc.
9. Amscan Holdings, Inc.
10. Amscan Inc.
11. Aquarius Rags, LLC
12. AZ3, Inc.
13. Barcelino Continental Corp.
14. Basic
15. BCBG Max Azria Group, Inc.
16. Beena Beauty Holding, Inc.
17. Bernie, Mel & Company Inc.
18. Big A Drug Stores, Inc.
19. BJB, Inc.
20. Bliss
21. Brooks Brothers, Incorporated
22. Busch Entertainment Corporation
23. C.H. Forsman Company
24. Carolyn Forsman Conversation Piece Jewelry
25. Charms By the Bay
26. Chico's FAS, Inc.; White House Black Market, Inc.
27. Chuck Gantt and Monti Gantt dba Country Clutter

- 1 28. Citiwear
- 2 29. Club Libby Lu, Inc.
- 3 30. Colori USA Corporation
- 4 31. Conair Corporation
- 5 32. Corrine McCormack, Inc.
- 6 33. Country Visions, Inc.
- 7 34. Cousin Corporation of America
- 8 35. Coyne's & Company, Inc.
- 9 36. Creative Co-Op, Inc.
- 10 37. Creative Visions, Inc. dba Country Clutter
- 11 38. Daiso California LLC
- 12 39. Denise Withington dba Hallmark Creations
- 13 40. Elite Distributing Company dba Edco
- 14 41. Estée Lauder Inc.; The Estée Lauder Companies Inc.
- 15 42. Ethel & Myrtle, Inc.
- 16 43. Furla (U.S.A.) Incorporated
- 17 44. G+G Retail, Inc.
- 18 45. Georgiou Studio, Inc.
- 19 46. Goody Products, Inc.
- 20 47. Guess? Retail, Inc.
- 21 48. Guess?, Inc.
- 22 49. Hand & Mind, Inc.
- 23 50. Hayun Fashion Investments Corporation dba Planet Funk
- 24 51. I & J.C. Corp.
- 25 52. I Love Bracelets, Inc.
- 26 53. Impex International, LLC
- 27 54. Import Designs, Inc.
- 28 55. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
56. J. Dew Collection, Inc.
57. Jacadi USA, Inc.

- 1 58. Jest Jewels, Inc.
- 2 59. Jigsaw USA Inc.
- 3 60. Jimmy Z Surf Co., Inc.
- 4 61. JJI International, Inc.
- 5 62. KH Studio
- 6 63. La-Kontra
- 7 64. Learning Express, Inc.
- 8 65. Legoland California LLC
- 9 66. Lesilu Productions, Inc. dba Hey Doll
- 10 67. Lisa Kline, Inc.
- 11 68. Long Rap, Inc..
- 12 69. M & P Central, Inc. doing business as Bloom
- 13 70. Mango
- 14 71. Marin Beauty Company
- 15 72. Maui Magnets Inc.
- 16 73. Max Rave, LLC
- 17 74. Maxfield, Inc.
- 18 75. Michal Negrin Retail USA, Inc.; Michal Negrin U.S.A., Inc.
- 19 76. Only In San Francisco, LLC
- 20 77. PA Acquisition Corp.
- 21 78. Paper Source, Inc.
- 22 79. Party City Corporation
- 23 80. Party Concepts, Inc.
- 24 81. Peninsula Beauty Supply, Inc.
- 25 82. Peter David, Inc.
- 26 83. Planet Beauty, Inc.
- 27 84. Prime Source Accessories
- 28 85. R. Bruce Bishop, Inc.
86. Raley's
87. Rite Aid Corporation

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- 88. Roc Apparel Group, LLC
- 89. Safeway Inc.
- 90. Sausalito Accessories, Inc.
- 91. Save Mart Supermarkets
- 92. Scünci International, Inc.
- 93. Sea World, Inc.
- 94. Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 95. Six Flags Theme Parks, Inc.
- 96. Solstice Marketing Concepts, LLC; Solstice Marketing Corporation
- 97. Supervalu, Inc.
- 98. Thalia Products, Inc.
- 99. The SFO Forecast, Inc.
- 100. Urban Outfitters West LLC; Urban Outfitters, Inc.
- 101. Venus Fashion Jewelry
- 102. Whole Foods Market California, Inc.; Whole Foods Market, Inc.
- 103. WinCraft, Inc.
- 104. Windsong Allegiance Group, LLC