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ENDORSED
FILED
ALAMEDA COUNTY

OCT 30 2009

CLERK OF THE SUPERIOR COURT
BY BO DEPUTY

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

PEOPLE OF THE STATE OF CALIFORNIA, ex)
rel. BILL LOCKYER, Attorney General, et al.,)

Plaintiffs,)

vs.)

BURLINGTON COAT FACTORY)
WAREHOUSE CORPORATION, et al,)

Defendant.)

Case No. RG 04-162075

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

[PROPOSED] CONSENT JUDGMENT
AS TO JOIA ACCESSORIES, INC.

AND RELATED CONSOLIDATED CASES.

1. INTRODUCTION

1.1 This Consent Judgment is entered into by the Center For Environmental Health, a California non-profit corporation ("CEH"), and JOIA Accessories, Inc. ("Defendant"), to settle certain claims asserted by CEH against Defendant as set forth in the operative Complaint in the matter entitled *Center for Environmental Health v. Nadri, Inc., et al.*, Alameda County Superior Court Case No. RG 06-269531 (the "*Nadri Action*").

1.2 On May 12, 2006, CEH filed the original Complaint in the *Nadri Action*, which was later consolidated with three other actions including the lead case entitled *People v.*

1 *Burlington Coat Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

2 1.3 On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment
3 against a group of other defendants in the consolidated actions (the "Master Consent Judgment").

4 1.4 On June 15, 2006, upon noticed motion, the Court amended the Master Consent
5 Judgment by entering an Amended Consent Judgment in the consolidated actions (the "Amended
6 Master Consent Judgment").

7 1.5 On May 15, 2008, CEH provided a "Notice of Violation of Proposition 65" to the
8 California Attorney General, the District Attorneys of every county in California, the City
9 Attorneys of every California city with a population greater than 750,000, and to Defendant
10 regarding the presence of lead in jewelry manufactured, distributed or sold Defendant.

11 1.6 On or about November 5, 2008, the Complaint in the *Nadri* Action was amended to
12 name Defendant as a party.

13 1.7 Defendant is a corporation that employs ten or more persons, and which
14 manufactures, distributes and/or sells Covered Products in the State of California.

15 1.8 For purposes of this Consent Judgment only, CEH and Defendant (the "Parties")
16 stipulate that this Court has jurisdiction over the allegations of violations contained in the
17 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that
18 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this
19 Consent Judgment as a full and final resolution of all claims which were or could have been raised
20 in the Complaint based on the facts alleged therein with respect to Covered Products
21 manufactured, distributed, and/or sold by Defendant.

22 1.9 CEH and Defendant enter into this Consent Judgment as a full and final settlement
23 of all claims that were raised in the Complaint, or which could have been raised in the Complaint,
24 arising out of the facts or conduct related to Defendant alleged therein. By execution of this
25 Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or
26 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or
27 demonstrating any violations of Proposition 65 or any other statutory, common law or equitable
28 requirements relating to lead in jewelry. Nothing in this Consent Judgment shall be construed as

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

8 2. DEFINITIONS

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

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

15 2.3 The term "Supplier" means a Person that directly supplies Covered Products that
16 are or will be offered for retail sale in California to Defendant.

17 2.4 The term "Effective Date" means the date this Consent Judgment is entered by the
18 Court.

19 3. INJUNCTIVE RELIEF

20 3.1 **Reformulation of Covered Products.** After the Effective Date, Defendant shall
21 not manufacture, ship, or sell or offer for sale any Covered Product within the United States that
22 contains any component, or is made of any material, that contains more than 0.01 percent lead by
23 weight (100 parts per million or "ppm"). Any determination of lead content of a Covered Product
24 under this Consent Judgment shall be conducted pursuant to the Test Protocols set forth in Exhibit
25 A.

26 3.2 **Market Withdrawal of Covered Products.** On or before the Effective Date,
27 Defendant shall cease selling and shipping the Covered Products identified in Section 3.2.1 (the
28 "Recall Products") to stores and/or customers in California, and Defendant shall withdraw the

1 Recall Products from the market in California, and, at a minimum, send instructions to any of its
2 stores and/or customers that offer the Recall Products for sale in California to cease offering such
3 Recall Products for sale in California and to either return all the Recall Products to Defendant for
4 destruction, or to directly destroy the Recall Products. Any destruction of such Recall Products
5 shall be in compliance with all applicable laws. Defendant shall keep and make available to CEH
6 for inspection and copying records and correspondence regarding the market withdrawal and
7 destruction of such Recall Products. If there is a dispute over the corrective action, the Parties
8 shall meet and confer before seeking any remedy in court.

9 3.2.1 **Recall Products.** Defendant shall withdraw the following Covered
10 Products in accordance with Section 3.2:

- 11 • JN-0686 Gold Necklace, Retail Item No. 048613
- 12 • WNE509 Gold Earrings, Retail Item No. 032718

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 reformulation requirements of Section 3 of this
18 Consent Judgment shall be brought exclusively pursuant to this Section 4.

19 4.1.2 For purposes of this Section 4 only, the term "Defendants" includes a
20 Person that was a party to the Amended Master Consent Judgment or to a consent judgment that
21 contained "identical or substantially identical terms as provided in Sections 2, 3 and 4 of the
22 amended consent judgment," as those terms are used in Health & Safety Code §25214.3(d).

23 4.2 **Enforcement of Reformulation Requirements.**

24 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective
25 Date, the Attorney General or CEH ("Notifying Person") identifies one or more Covered Products
26 that the Notifying Person believes in good faith do not comply with the reformulation
27 requirements of this Consent Judgment, the Notifying Person may issue a Notice of Violation
28 pursuant to this Section 4.

1 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

2 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
3 Section 6.5 to receive notices for the Defendant, and must be served within sixty days of the date
4 the alleged violation(s) was or were observed.

5 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each
6 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
7 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
8 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered
9 Product and supporting documentation sufficient for validation of the test results, including all
10 laboratory reports, quality assurance reports and quality control reports associated with testing of
11 the Covered Products. Such Notice of Violation shall be based upon test data that meets the
12 criteria of Exhibit A. Wipe, swipe, and swab testing are not alone sufficient to support a Notice of
13 Violation.

14 4.2.2.3 The Notifying Person shall promptly make available for inspection
15 and/or copying upon request all supporting documentation related to the testing of the Covered
16 Products and associated quality control samples, including chain of custody records, all laboratory
17 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
18 printouts from all analytical instruments relating to the testing of Covered Product samples and
19 any and all calibration, quality assurance, and quality control tests performed or relied upon in
20 conjunction with the testing of the Covered Products, obtained by or available to the Notifying
21 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if
22 available, any exemplars of Covered Products tested.

23 4.2.3 **Notice of Election of Response.** No more than 30 days after receiving a
24 Notice of Violation by e-mail, the Defendant shall provide written notice to the Notifying Person
25 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
26 Election").

27 4.2.3.1 If a Notice of Violation is contested the Notice of Election shall
28 include all then-available documentary evidence regarding the alleged violation, including all test

1 data, if any. If the Defendant or the Notifying Person later acquires additional test or other data
2 regarding the alleged violation, it shall notify the other party and promptly provide all such data or
3 information to the party. Any test data used to rebut a Notice of Violation shall meet the criteria
4 of Exhibit A.

5 4.2.3.2 If a Notice of Violation is not contested, the Notice of Election shall
6 include a description of the Defendant's corrective action pursuant to Section 4.2.6. The Notice of
7 Election shall include the name, address, telephone number, and other contact information, of the
8 Defendant's Supplier(s) of each Covered Product identified in the Notice of Violation, and of any
9 party to the Amended Master Consent Judgment or to a consent judgment that contained "identical
10 or substantially identical terms as provided in Sections 2, 3 and 4 of the amended consent
11 judgment," as those terms are used in Health & Safety Code §25214.3(d), to whom the Defendant
12 sold any Covered Product(s) identified in the Notice of Violation.

13 4.2.4 **Meet and Confer.** If a Notice of Violation is contested, the Notifying
14 Person and the Defendant shall meet and confer to attempt to resolve their dispute. Within 30
15 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement action
16 has been filed, the Defendant may withdraw the original Notice of Election contesting the
17 violation and serve a new Notice of Election conceding the violation. If no informal resolution of
18 a Notice of Violation results, the Notifying Person may by motion or order to show cause before
19 the Superior Court of Alameda, seek to enforce the terms and conditions contained in this Consent
20 Judgment. In any such proceeding, the Attorney General and CEH may seek whatever fines,
21 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

22 4.2.5 **Non-Contested Matters.** If the Defendant elects not to contest the
23 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6
24 and shall make any contributions required by Section 4.2.7.

25 4.2.6 **Corrective Action in Non-Contested Matters.** If the Defendant elects
26 not to contest the allegation, it shall include in its Notice of Election a detailed description of
27 corrective action that it has undertaken or proposes to undertake to remove the Covered Product(s)
28 identified in the Notice of Violation for sale in California. Corrective action must include

1 instructions to the Defendant's customer and/or stores to cease offering the Covered Product(s)
2 identified in the Notice of Violation for sale in California as soon as practicable. The Defendant
3 shall keep and make available to the Notifying Person for inspection and/or copying records and
4 correspondence regarding the corrective action. If there is a dispute over the corrective action, the
5 Parties shall meet and confer pursuant to Section 4.2.4 before seeking any remedy in court.

6 **4.2.7 Required Contributions to Proposition 65 Jewelry Testing Fund in**
7 **Non-Contested Matters.** The Defendant shall be required to make a contribution to the
8 Proposition 65 Jewelry Testing Fund established by the Amended Master Consent Judgment as
9 specified below:

10 4.2.7.1 If the Defendant serves a Notice of Election not to contest the
11 allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall not
12 be required to make any contributions pursuant to this Section.

13 4.2.7.2 If the Defendant serves a Notice of Election not to contest the
14 allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the
15 Notice of Violation, the Defendant shall make a required contribution in the amount of \$2,500 for
16 each Supplier from whom it purchased the Covered Product(s) identified in any Notices of
17 Violation served within a 30-day period.

18 4.2.7.3 If the Defendant withdraws a Notice of Election contesting the
19 violation and serves a new Notice of Election not to contest the allegations in a Notice of
20 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement
21 action concerning the violations alleged in the Notice of Violation is filed, the Defendant shall
22 make a required contribution in the amount of \$7,500 for each Supplier from whom it purchased
23 the Covered Product(s) identified in any Notices of Violation served within a 30-day period.

24 4.2.7.4 The contributions shall be paid within 15 days of e-mail service of a
25 Notice of Election.

26 4.2.7.5 The Defendant's liability for required contributions shall be limited
27 as follows:

28 4.2.7.5.1 The Defendant as a Supplier to one or more retailers

1 shall be liable for one required contribution within any 30-day
2 period, regardless of the number of retailers to whom the Covered
3 Product is distributed.

4 4.2.7.5.2 If the Defendant has manufactured, sold, or
5 distributed a Covered Product identified in a Notice of Violation,
6 only one required contribution may be assessed against the
7 Defendant potentially liable therefore in any 30-day period, in the
8 following order of priority: (1) Manufacturers; (2) Importers; (3)
9 Distributors, and (4) Retailers.

10 4.2.7.5.3 The Defendant's monetary liability to make required
11 contributions under Section 4.2.7.2 shall be limited to \$5,000 for
12 each 30-day period. The Defendant's monetary liability to make
13 required contributions under Section 4.2.7.3 shall be limited to
14 \$15,000 for each 30-day period.

15 4.2.7.6 If the Defendant has paid either of the payments set forth in Sections
16 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times in any
17 12-month period for Covered Products sold to the Defendant from the same Supplier then, at the
18 Notifying Person's option, the Notifying Person may seek whatever fines, costs, penalties, or
19 remedies are provided by law for failure to comply with the Consent Judgment.

20 4.2.8 **Limitation on Liability.** The Defendant's liability when it elects not to
21 contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

22 4.3 **Enforcement of Terms Other Than Reformulation Requirements.** CEH may,
23 by motion or application for an order to show cause before the Superior Court of the County of
24 Alameda, enforce the terms and conditions other than the reformulation requirements of this
25 Consent Judgment. Should CEH prevail on any motion or application under this section, CEH
26 shall be entitled to recover its reasonable attorneys' fees and costs associated with such motion or
27 application.

28

1 **5. PAYMENTS**

2 **5.1 Payments From Defendant.** Within five (5) days of the entry of this Consent
3 Judgment, Defendant shall pay the total sum of \$33,000 as a settlement payment pursuant to this
4 Section.

5 **5.2 Allocation of Payments.** The total settlement amount for Defendant shall be paid
6 in three separate checks delivered to the offices of the Lexington Law Group (Attn: Eric Somers),
7 1627 Irving Street, San Francisco, California 94122 and made payable and allocated as follows:

8 **5.2.1** Defendant shall pay the sum of \$1,000 as a civil penalty pursuant to
9 Health & Safety Code §25249.7(b), such money to be apportioned by CEH in accordance with
10 Health & Safety Code §25249.12. The penalty check shall be made payable to the Center For
11 Environmental Health.

12 **5.2.2** Defendant shall pay the sum of \$10,500 as payment to CEH in lieu of civil
13 penalty pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, title
14 11, §3202(b). CEH will use such funds to continue its work educating and protecting people from
15 exposures to toxic chemicals, including heavy metals. CEH may also use a portion of such funds
16 to monitor compliance with the reformulation requirements of this and other similar Consent
17 Judgments, to purchase and test jewelry, and to prepare and compile the information and
18 documentation necessary to support a Notice of Violation. In addition, as part of its Community
19 Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants
20 to grassroots environmental justice groups working to educate and protect people from exposures
21 to toxic chemicals. The method of selection of such groups can be found at the CEH web site at
22 www.ceh.org/justicefund. The payment in lieu of penalty check shall be made payable to the
23 Center For Environmental Health.

24 **5.2.3** Defendant shall pay the sum of \$21,500 as reimbursement of CEH's
25 reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement check shall be
26 made payable to the Lexington Law Group.

27 **6. MODIFICATION AND DISPUTE RESOLUTION**

28 **6.1 Modification.** This Consent Judgment may be modified from time to time by

1 express written agreement of the Parties, with the approval of the Court, or by an order of this
2 Court upon motion and in accordance with law.

3 **6.2 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
4 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
5 modify the Consent Judgment.

6 **6.2.1 Notice to Defendant.** The person for Defendant to receive Notices
7 pursuant to this Consent Judgment, until and unless modified pursuant to Section 8, shall be:

8 Frank N. Lee
9 Law Office of Frank N. Lee
10 3435 Wilshire Blvd., Suite 450
11 Los Angeles, CA 90010
12 franklee@gmail.com

13 **6.2.2 Notice to Plaintiff.** The person for CEH to receive Notices pursuant to
14 this Consent Judgment, until and unless modified pursuant to Section 8, shall be:

15 Eric S. Somers
16 Lexington Law Group
17 1627 Irving Street
18 San Francisco, California 94122
19 esomers@lexlawgroup.com

20 **7. CLAIMS COVERED AND RELEASE**

21 **7.1** This Consent Judgment is a full, final, and binding resolution between CEH and
22 Defendant and Defendant's parents, shareholders, divisions, subdivisions, subsidiaries, partners,
23 sister companies and their successors and assigns ("Defendant Releasees"), and all entities other
24 than those listed on Exhibit B of this Consent Judgment to whom they distribute or sell Covered
25 Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees,
26 cooperative members, and licensees ("Downstream Defendant Releasees"), of any violation of
27 Proposition 65 or any other statutory or common law claims that have been or could have been
28 asserted in the public interest against Defendant, Defendant Releasees, and Downstream
Defendant Releasees, regarding the failure to warn about exposure to lead arising in connection
with Covered Products manufactured, distributed, or sold by Defendant prior to the Effective Date.

7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health and

1 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against
2 Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from any violation
3 of Proposition 65 or any other statutory or common law claims that have been or could have been
4 asserted in the public interest regarding the failure to warn about exposure to lead arising in
5 connection with Covered Products manufactured, distributed or sold by Defendant prior to the
6 Effective Date.

7 7.3 Compliance with the terms of this Consent Judgment by Defendant and its
8 Defendant Releasees shall constitute compliance with Proposition 65 by that Defendant, its
9 Defendant Releasees and their Downstream Defendant Releasees with respect to any alleged
10 failure to warn about Lead in Covered Products manufactured, distributed or sold by Defendant
11 after the Effective Date.

12 8. PROVISION OF NOTICE

13 8.1 When any Party is entitled to receive any notice under this Consent Judgment, the
14 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Section 6.2.
15 Any Party may modify the person and address to whom the notice is to be sent by sending each
16 other Party notice by certified mail and/or other verifiable form of written communication.

17 9. COURT APPROVAL

18 9.1 This Consent Judgment shall become effective on the Effective Date, provided
19 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
20 Defendant shall support approval of such Motion.

21 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
22 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

23 10. GOVERNING LAW AND CONSTRUCTION

24 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
25 California.

26 10.2 The Parties, including their counsel, have participated in the preparation of this
27 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
28 Consent Judgment has been accepted and approved as to its final form by all Parties and their

1 counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be
2 interpreted against any Party as a result of the manner of the preparation of this Consent Judgment.
3 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that
4 ambiguities are to be resolved against the drafting Party should not be employed in the
5 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California
6 Civil Code §1654.

7 **11. ATTORNEYS' FEES**

8 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
9 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs
10 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent
11 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
12 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

13 11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement
14 action brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of
15 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
16 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
17 provision shall not be construed as altering any procedural or substantive requirements for
18 obtaining such an award.

19 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
20 sanctions pursuant to law.

21 **12. ENTIRE AGREEMENT**

22 12.1 This Consent Judgment contains the sole and entire agreement and understanding
23 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
24 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
25 and therein. There are no warranties, representations, or other agreements between the Parties
26 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
27 other than those specifically referred to in this Consent Judgment have been made by any Party
28 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,

1 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
2 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the
3 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be
4 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,
5 nor shall such waiver constitute a continuing waiver.

6 **13. RETENTION OF JURISDICTION**

7 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
8 Consent Judgment.

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

10 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
11 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
12 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

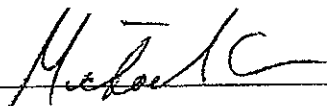
13 **15. NO EFFECT ON OTHER SETTLEMENTS**

14 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
15 against an entity that is not Defendant on terms that are different than those contained in this
16 Consent Judgment.

17 **16. EXECUTION IN COUNTERPARTS**

18 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
19 means of facsimile, which taken together shall be deemed to constitute one document.
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1 **IT IS SO STIPULATED:**

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|----------------------------------|--|
| 2 Dated: August <u>20</u> , 2009 | 3 CENTER FOR ENVIRONMENTAL HEALTH 4 By <u></u> 5 6 Printed Name <u>Michael P. Green</u> 7 8 Title <u>Executive Director</u> 9 10 |
|----------------------------------|--|

| | |
|---------------------------|--|
| 11 Dated: August __, 2009 | 12 JOIA ACCESSORIES, INC. 13 14 By _____ 15 16 Printed Name _____ 17 18 Title _____ 19 20 |
|---------------------------|--|

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

23 Dated: _____
24 Honorable Robert B. Freedman
25 Judge of the Superior Court of the State of California
26
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1 IT IS SO STIPULATED:

2 Dated: August __, 2009

CENTER FOR ENVIRONMENTAL HEALTH

3 By _____

4 Printed Name _____

5 Title _____

6 Dated: August 27, 2009

7 JOIA ACCESSORIES, INC.

8 By *David Lee*

9 Printed Name DAVID LEE

10 Title president

11 IT IS SO ORDERED, ADJUDGED,
12 AND DECREED

13 Dated:

14 _____
15 Honorable Robert B. Freedman
16 Judge of the Superior Court of the State of California

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IT IS SO STIPULATED:

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| Dated: August __, 2009 | CENTER FOR ENVIRONMENTAL HEALTH By _____ Printed Name _____ Title _____ |
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| | |
|------------------------|--|
| Dated: August __, 2009 | JOIA ACCESSORIES, INC. By _____ Printed Name _____ Title _____ |
|------------------------|--|

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

Dated: **OCT 30 2009**

Robert B. Freedman

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

| 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> |

EXHIBIT B

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

1. Albertson's LLC; Albertson's, Inc.; New Albertson's, Inc.
2. Amice Lynn, Inc.
3. AZ3, Inc.
4. Banana Republic, LLC
5. BCBG Max Azria Group, Inc.
6. Big A Drug Stores, Inc.
7. Conair Corporation
8. Cousin Corporation of America
9. Elite Distributing Company dba Edco
10. Forum Novelties, Inc.
11. Georgiou Studio, Inc.
12. Hayun Fashion Investments Corporation dba Planet Funk
13. H.E.R. Accessories, LLC
14. High IntenCity Corporation
15. ICU Eyewear
16. I Love Bracelets, Inc.
17. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
18. Jacadi USA, Inc.
19. Legoland California LLC
20. Lisa Kline, Inc.
21. Long Rap, Inc.
22. Marin Beauty Company
23. Max Rave, LLC
24. Peninsula Beauty Supply, Inc.
25. Quest Beads & Cast, Inc.
26. Raley's
27. Rite Aid Corporation

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- 28. Ruby's Costume Company, Inc.
- 29. Safeway, Inc.
- 30. Scunci International, Inc.
- 31. Sea World, Inc.
- 32. Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 33. Six Flags Theme Parks, Inc.
- 34. Urban Outfitters West LLC; Urban Outfitters, Inc.
- 35. Volume Distributors, Inc.
- 36. Whole Foods Market California, Inc.
- 37. Zoom Eyeworks, Inc.