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**ENDORSED  
FILED  
ALAMEDA COUNTY**

**NOV 18 2011**

**CLERK OF THE SUPERIOR COURT  
BY [Signature]  
DEPUTY**

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

CENTER FOR ENVIRONMENTAL  
HEALTH, a non-profit corporation,

Plaintiffs,

VS.

CARA ACCESSORIES, LTD., *et al.*,

Defendants.

) Case No. RG 10-545687

) ~~[PROPOSED]~~ CONSENT JUDGMENT

**1. INTRODUCTION**

1.1 This Consent Judgment is entered into by the Center For Environmental Health, a California non-profit corporation ("CEH") and Cara Accessories, Ltd. ("Settling Defendant"), to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Cara Accessories, Ltd.*, Alameda County Superior Court Case No. RG No. 10-545687.

1.2 On February 2, 2010, CEH served a 60-Day Notice of Violation under Proposition 65 alleging that Settling Defendant violated Proposition 65 by exposing persons to

1 cadmium contained in jewelry, without first providing a clear and reasonable warning pursuant to  
2 Proposition 65. On March 9, 2010, CEH served a 60-Day Notice of Violation under Proposition  
3 65 alleging that Settling Defendant violated Proposition 65 by exposing persons to lead and lead  
4 compounds (collectively, "Lead") contained in jewelry, without first providing a clear and  
5 reasonable warning pursuant to Proposition 65.

6 1.3 More than sixty days after serving the Notices of Violation, CEH filed the  
7 operative Complaint in this action.

8 1.4 Settling Defendant is a corporation that employs ten or more persons and  
9 manufactures, distributes and/or sells Covered Products (as defined herein) in the State of  
10 California.

11 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendant (the  
12 "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in  
13 the Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the  
14 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to  
15 enter this Consent Judgment as a full and final resolution of all claims which were or could have  
16 been raised in the Complaint based on the facts alleged therein with respect to Covered Products  
17 manufactured, distributed, and/or sold by Settling Defendant.

18 1.6 CEH and Settling Defendant enter into this Consent Judgment as a full and final  
19 settlement of all claims that were raised in the Complaint, or which could have been raised in the  
20 Complaint, arising out of the facts or conduct related to Settling Defendant alleged therein. By  
21 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not  
22 admit any facts or conclusions of law including, but not limited to, any facts or conclusions of law  
23 suggesting or demonstrating any violations of Proposition 65 (California Health and Safety Code  
24 sections 25249.5 *et seq.*) or any other statutory, common law or equitable requirements relating to  
25 cadmium or Lead in jewelry. Nothing in this Consent Judgment is or shall be construed as an  
26 admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall  
27 compliance with the Consent Judgment constitute or be construed as an admission by the Parties  
28 of any fact, conclusion of law, issue of law, or violation of law. Settling Defendant denies the

1 material, factual and legal allegations in CEH's Complaint and expressly denies any wrong doing  
2 whatsoever. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy,  
3 argument or defense the Parties may have in this or any other pending or future legal proceedings.

4 This Consent Judgment is the product of negotiation and compromise and is accepted by the  
5 Parties solely for purposes of settling, compromising, and resolving issues disputed in this action.

6 **2. DEFINITIONS**

7 2.1 The term "Cadmium Limit" means a concentration of 0.03 percent (300 parts per  
8 million ("ppm")) by weight cadmium in any component of a Covered Product, or in any material  
9 used in a Covered Product. The forgoing shall not apply to components of or materials used in  
10 Covered Product made from cubic zirconia (sometimes called cubic zirconium, CZ), glass,  
11 rhinestones or vitrified ceramics except where the Covered Products in question are subject to  
12 California Health and Safety Code section 25214.2(d).

13 2.2 The term "Lead Limit" means:

14 2.2.1 Except as provided in Section 2.2.2, a concentration of 0.02 percent (200  
15 parts per million ("ppm")) by weight Lead in any component of a Covered Product, or in any  
16 material used in a Covered Product;

17 2.2.2 For Paint or Surface Coating, a concentration of 0.009 percent Lead by  
18 weight (90 ppm). For purposes of this Consent Judgment, "Paint or Surface Coating" shall carry  
19 the same meaning as "Paint or other similar surface coating" under 16 C.F.R. §1303.2(b)(1)  
20 ("Paint and other similar surface-coating materials means a fluid, semi-fluid, or other material,  
21 with or without a suspension of finely divided coloring matter, which changes to a solid film when  
22 a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This  
23 term does not include printing inks or those materials which actually become a part of the  
24 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to  
25 the substrate, such as by electroplating or ceramic glazing.").

26 2.3 The term "Covered Product" means (a) the following ornaments worn by a  
27 person: an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, watch (excluding the  
28 timepiece itself if removable), decorated hair accessory, earring, necklace, pin, ring; similar

1 clothing or shoe ornaments which are detachable; and body piercing jewelry; or (b) any bead,  
2 chain, link, pendant, or other component of such an ornament.

3 2.4 The term "Effective Date" means December 31, 2011.

4 **3. INJUNCTIVE RELIEF**

5 3.1 **Reformulation of Covered Products.** Settling Defendant shall comply with the  
6 following requirements to achieve expeditious reformulation of the Covered Products to reduce or  
7 eliminate exposures to cadmium and Lead arising from the Covered Products:

8 3.1.1 **Specification Compliance Date.** To the extent it has not already done so,  
9 no more than 30 days after the Effective Date, Settling Defendant shall provide the Cadmium  
10 Limit and the Lead Limit specifications to its vendors of Covered Products and shall instruct each  
11 vendor to expeditiously provide Covered Products that do not exceed either the Cadmium Limit or  
12 the Lead Limit on a nationwide basis.

13 3.1.2 **Cadmium Limit.** After the Effective Date, Defendant shall not  
14 manufacture, purchase, import, or sell or offer for sale in California any Covered Product that  
15 exceeds the Cadmium Limit.

16 3.1.3 **Lead Limit.** After the Effective Date, Defendant shall not manufacture,  
17 purchase, import, or sell or offer for sale in California any Covered Product that exceeds the Lead  
18 Limit.

19 3.2 **Market Withdrawal of Covered Products.** On or before the Effective Date,  
20 Settling Defendant shall have: (i) ceased shipping the specific product identified as a Recall  
21 Product next to its name on Exhibit A (the "Recall Product"), to stores and/or customers in  
22 California, (ii) withdrawn the Recall Product from the market in California, and (iii) if the Recall  
23 Product was not withdrawn from sale in California prior to April 30, 2011, sent instructions to any  
24 of its stores and/or customers that offer the Recall Product for sale in California to cease offering  
25 such Recall Product for sale and to either return all Recall Products to Settling Defendant for  
26 destruction, or to directly destroy the Recall Products. Any destruction of the Recall Products  
27 shall be in compliance with all applicable laws. Within 60 days of the Effective Date, Settling  
28

1 Defendant shall certify to CEH that it has complied with this Section 3.2. If there is a dispute over  
2 the corrective action, the Parties shall meet and confer before seeking any remedy in court.

3 **4. ENFORCEMENT**

4 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an  
5 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
6 Judgment. Any action to enforce alleged violations by Settling Defendant of the Cadmium Limit  
7 and/or the Lead Limit shall be brought exclusively pursuant to this Section 4.

8 4.2 **Enforcement of Materials Violation.**

9 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective  
10 Date, CEH identifies one or more Covered Products manufactured, distributed, or sold by Settling  
11 Defendant that CEH believes in good faith exceed the Cadmium Limit or the Lead Limit, CEH  
12 may issue a Notice of Violation pursuant to this Section.

13 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

14 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in  
15 Exhibit A to receive notices for Settling Defendant, and must be served within 75 days of the date  
16 the Covered Product at issue was purchased or otherwise acquired by CEH, provided, however,  
17 that CEH may have up to an additional 45 days to provide Settling Defendant with the test data  
18 required by Section 4.2.2.2 below if it has not yet obtained it from its laboratory.

19 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each  
20 Covered Product: (a) the date the alleged violation was observed, (b) the location at which the  
21 Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the  
22 alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and  
23 supporting documentation sufficient for validation of the test results, including any laboratory  
24 reports, quality assurance reports and quality control reports associated with testing of the Covered  
25 Products. Such Notice of Violation shall be based upon total acid digest test data from an  
26 independent laboratory. Wipe, swipe, and swab testing are not sufficient to support a Notice of  
27 Violation.

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1                   4.2.2.3     CEH shall promptly make available for inspection and/or copying  
2 upon request by and at the expense of Settling Defendant, any supporting documentation related to  
3 the testing of the Covered Products and associated quality control samples, including chain of  
4 custody records, all laboratory logbook entries for laboratory receiving, sample preparation, and  
5 instrumental analysis, and all printouts from all analytical instruments relating to the testing of  
6 Covered Product samples and any and all calibration tests performed or relied upon in conjunction  
7 with the testing of the Covered Products, obtained by or available to CEH that pertains to the  
8 Covered Product's alleged exceedance of the Cadmium Limit and/or Lead Limit, and, if available,  
9 any exemplars of Covered Products tested.

10                   4.2.3     **Notice of Election of Response.** No more than 30 days after service of a  
11 Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to  
12 contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to  
13 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an  
14 election to contest the Notice of Violation.

15                   4.2.3.1     If a Notice of Violation is contested, the Notice of Election shall  
16 include all then-available documentary evidence regarding the alleged violation, including all test  
17 data, if any. If Settling Defendant or CEH later acquires additional test or other data regarding the  
18 alleged violation, it shall notify the other party and promptly provide all such data or information  
19 to the party. Any test data used to contest a Notice of Violation shall meet the criteria of section  
20 4.2.2.2.

21                   4.2.4     **Meet and Confer.** If a Notice of Violation is contested, CEH and Settling  
22 Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a  
23 Notice of Election contesting a Notice of Violation, and if no enforcement motion or application  
24 has been filed by CEH pursuant to Section 4.1, Settling Defendant may withdraw the original  
25 Notice of Election contesting the violation and serve a new Notice of Election conceding the  
26 violation, provided however that Settling Defendant shall pay \$5,000 in addition to any payment  
27 required under Section 4.2.7. At any time, CEH may withdraw a Notice of Violation, in which  
28 case for purposes of this Section 4 the result shall be as if CEH never issued any such Notice of

1 Violation. If no informal resolution of a Notice of Violation results within 30 days of a Notice of  
2 Election to contest, CEH may file an enforcement motion or application pursuant to Section 4.1.  
3 In any such proceeding, CEH may seek whatever fines, costs, penalties attorneys' fees or remedies  
4 are provided by law for failure to comply with the Consent Judgment.

5           4.2.5 **Non-Contested Matters.** If Settling Defendant elects not to contest the  
6 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6  
7 and shall make any payments required by Section 4.2.7.

8           4.2.6 **Corrective Action in Non-Contested Matters.** If Settling Defendant  
9 elects not to contest the allegation, Settling Defendant shall include in its Notice of Election a  
10 detailed description with supporting documentation of the corrective action that it has undertaken  
11 or proposes to undertake to address the alleged violation. Any such correction shall, at a  
12 minimum, provide reasonable assurance that the Covered Product will no longer be offered for  
13 sale in California. Corrective action must include instructions to Settling Defendant's stores  
14 and/or its customers that offer the Covered Product for sale to consumers to cease offering the  
15 Covered Product(s) identified in the Notice of Violation for sale in California as soon as  
16 practicable. The Notice of Election shall also include the name, address, telephone number, and  
17 other contact information, of Settling Defendant's supplier(s) of each Covered Product identified  
18 in the Notice of Violation. Settling Defendant shall make available to CEH for inspection and/or  
19 copying records and correspondence regarding the corrective action. If there is a dispute over the  
20 corrective action, the Parties shall meet and confer pursuant to Section 4.2.4 before seeking any  
21 remedy in court.

22           4.2.7 **Payments in Non-Contested Matters.** In addition to the corrective  
23 action, Settling Defendant shall be required to make a payment as reimbursement for costs for  
24 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
25 attorneys' fees and costs incurred in connection with these activities, as specified below:

26           4.2.7.1 If Settling Defendant has not previously received a Notice of  
27 Violation, or has only received one or more Notices of Violation that were successfully contested  
28

1 or withdrawn, and if Settling Defendant serves a Notice of Election not to contest the allegations  
2 in the instant Notice of Violation, it shall not be required to make a payment under this Section.

3 4.2.7.2 If Settling Defendant previously received a Notice of Violation that  
4 was not successfully contested or withdrawn, and Settling Defendant serves a Notice of Election  
5 not to contest the allegations in the instant Notice of Violation, it shall be required to make a  
6 payment of \$10,000. This payment shall, however, be:

7 A. Reduced to \$5,000 if Settling Defendant produces with its Notice of  
8 Election test data showing that the Covered Product that is the subject of the Notice of  
9 Violation did not exceed the Cadmium Limit and/or Lead Limit at issue in the Notice of  
10 Violation. For purposes of this Section 4.2.7.2A only, "test data" shall mean (i) total  
11 cadmium or total lead by acid digest performed by an accredited laboratory on the Covered  
12 Product alleged to be in violation of the Cadmium Limit and/or Lead Limit where the test  
13 was conducted within one year prior to the date the Covered Product that is the subject of  
14 the Notice of Violation was purchased or obtained by CEH; or (ii) total cadmium or total  
15 lead by X-ray fluorescence (XRF) performed on the Covered Product alleged to be in  
16 violation of the Cadmium Limit and/or Lead Limit by Settling Defendant pursuant to an  
17 existing written screening policy for cadmium and/or lead in Covered Products where the  
18 test was conducted within eighteen months prior to the date the Covered Product that is the  
19 subject of the Notice of Violation was purchased or obtained by CEH.

20 B. Waived if the Attorney General or other public enforcer has, prior to the  
21 date the Notice of Violation was issued, brought an action or proceeding regarding the  
22 same violation;

23 C. Waived if Settling Defendant can demonstrate that the alleged violation  
24 pertains to an identical component or components and the identical chemical for which  
25 Settling Defendant has already made a payment pursuant to this Consent Judgment. For  
26 purposes of this Section, a component shall only be deemed identical if it is (i) made of the  
27 same materials; (ii) is of the identical size, shape, color and SKU; and is (iii) supplied by  
28 the same entity.



1 D. Reduced to \$5,000 if: (i) the Notice of Violation is issued during the time  
2 period running from the Effective Date to eighteen months thereafter; and (ii) only non-  
3 metallic components of the Covered Product exceeded the Cadmium Limit.

4 4.2.7.3 The payment shall be made by check payable to the Lexington Law  
5 Group and shall be paid within 15 days of service of a Notice of Election triggering a payment.

6 4.2.7.4 Settling Defendant's liability for payments shall be limited as  
7 follows:

8 A. Settling Defendant shall be liable for no more than one required payment  
9 for any particular Covered Product within any 30-day period.

10 B. Settling Defendant's monetary liability to make required payments shall be  
11 limited to \$30,000 for each 75-day period.

12 4.2.8 **Interaction with Related Statute.** On January 1, 2012, the California the  
13 Department of Toxic Substances Control ("DTSC") will have authority to enforce Health &  
14 Safety Code section 25214.3 with respect to cadmium in children's jewelry. The parties agree that  
15 Settling Defendant will not be subject to enforcement under the Consent Judgment for an alleged  
16 violation of the Cadmium Limit if an enforcement proceeding regarding the same Covered  
17 Product has been initiated or resolved by DTSC pursuant to Health and Safety Code section  
18 25214.3 prior to issuance of any Notice of Violation hereunder.

19 4.2.9 **Repeat Violator.** If Settling Defendant has received three or more  
20 Notices of Violation that were not successfully contested or withdrawn in any 12-month period  
21 then, at CEH's option, CEH may seek whatever fines, costs, penalties, attorneys' fees or other  
22 remedies that are provided by law for failure to comply with the Consent Judgment. Prior to  
23 seeking such relief, CEH shall meet and confer with Settling Defendant for a period not to exceed  
24 30 days (unless extended by mutual agreement) to determine if the parties can agree on measures  
25 Settling Defendant can undertake to prevent future violations.

## 26 5. PAYMENTS

27 5.1 **Payments From Settling Defendants.** Within five (5) days of entry of this  
28 Consent Judgment, Settling Defendant shall pay the total sum of \$60,000 as a settlement payment,

1 as further specified in Section 5.2 below.

2           **5.2 Allocation of Payments.** The total settlement amount for Settling Defendant  
3 shall be paid in separate checks delivered to the offices of the Lexington Law Group (Attn: Eric  
4 Somers), 503 Divisadero Street, San Francisco, California 94117, and made payable and allocated  
5 as follows:

6           5.2.1 Settling Defendant shall pay the amount designated on Exhibit A as a  
7 Penalty pursuant to Health & Safety Code §25249.7(b) to be apportioned in accordance with  
8 California Health & Safety Code § 25249.12(c) & (d), with 75% of these funds remitted to the  
9 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the  
10 remaining 25% of the penalty remitted to CEH. Accordingly, one penalty payment check for the  
11 amount designated on Exhibit A as OEHHA Portion of Penalty shall be made payable to  
12 "OEHHA" for the Safe Drinking Water and Toxic Enforcement Fund and be attributed to taxpayer  
13 identification number 68-0284486. A second penalty payment check in the amount designated on  
14 Exhibit A as CEH Portion of Penalty shall made payable to the "Center For Environmental  
15 Health" and associated with taxpayer identification number 94-3251981.

16           5.2.2 Settling Defendant shall also separately pay to CEH the amount designated  
17 on Exhibit A as Payment In Lieu of Civil Penalty pursuant to Health & Safety Code §25249.7(b),  
18 and California Code of Regulations, Title 11, §3202(b). CEH will restrict the use of such funds to  
19 the following purposes: (a) monitoring compliance with the reformulation requirements of this  
20 and other similar Consent Judgments; (b) purchasing and testing jewelry; (c) preparing and  
21 compiling the information and documentation necessary to support enforcement efforts under this  
22 Consent Judgment; (d) contributions to CEH's Community Environmental Action and Justice  
23 Fund; and (e) supporting CEH programs and activities that seek to reduce the public health  
24 impacts or risks of exposure to heavy metals, including cadmium and Lead, known to the State of  
25 California to cause cancer or reproductive harm. Such programs and activities currently include  
26 (i) CEH's membership on the ATSM toy safety committee and participation in a workgroup that is  
27 drafting a standard to limit cadmium and other heavy metals in toys; (ii) CEH's work in support of  
28 policy initiatives at the state and federal level to restrict the use of cadmium, Lead and other heavy

1 metals in consumer products; and (iii) CEH's advocacy for a reduction in the use of toxic  
2 chemicals, including heavy metals such as cadmium and Lead, in electronic devices and standards  
3 for the disposal/recycling of such products, including CEH's participation in an EPA-sponsored  
4 multi-stakeholder workgroup seeking to set standards for the design, manufacture, sale, labeling  
5 and disposal of televisions and printers. CEH will maintain records that document how these  
6 funds were spent. As part of its Community Environmental Action and Justice Fund, CEH will  
7 use four percent of such funds to award grants to grassroots environmental justice groups working  
8 to educate and protect people from exposures to toxic chemicals. The method of selection of such  
9 groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment in lieu of  
10 penalty check shall be made payable to the "Center For Environmental Health" and associated  
11 with taxpayer identification number 94-3251981.

12           5.2.3 Settling Defendant shall also separately pay to the Lexington Law Group  
13 the amount designated for each Settling Defendant on Exhibit A as Attorneys' Fees and Costs  
14 Reimbursement as reimbursement for a portion of reasonable attorneys' fees and costs. The  
15 attorneys' fees and cost reimbursement check shall be made payable to the "Lexington Law  
16 Group" and associated with taxpayer identification number 94-3317175.

## 17 **6. MODIFICATION AND DISPUTE RESOLUTION**

18           6.1 **Modification.** This Consent Judgment may be modified from time to time by  
19 express written agreement of the Parties with the approval of the Court, or by an order of this  
20 Court upon motion and in accordance with law.

21           6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
22 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to  
23 modify the Consent Judgment.

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

25           7.1 This Consent Judgment is a full, final, and binding resolution between CEH and  
26 Settling Defendant and Settling Defendant's parents, shareholders, employees, divisions,  
27 subdivisions, subsidiaries, partners, sister companies and their successors and assigns ("Defendant  
28 Releasees"), and all entities other than those entities listed on Exhibit B to whom they distribute or

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

8 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health &  
9 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against  
10 Settling Defendant, 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 cadmium  
13 and/or Lead arising in connection with Covered Products manufactured, distributed or sold by  
14 Settling Defendant prior to the Effective Date.

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

20 **8. PROVISION OF NOTICE**

21 8.1 When any Party is entitled to receive any notice under this Consent Judgment, the  
22 notice shall be sent by first class and electronic mail as follows:

23 8.1.1 **Notices to Settling Defendant.** The person(s) for Settling Defendant to  
24 receive Notice pursuant to this Consent Judgment are identified on Exhibit A.

25 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to  
26 this Consent Judgment shall be:  
27  
28

1 Eric S. Somers  
2 Lexington Law Group  
3 503 Divisadero Street  
4 San Francisco, CA 94117  
5 [esomers@lexlawgroup.com](mailto:esomers@lexlawgroup.com)

6 8.2 Any Party may modify the person and address to whom the notice is to be sent by  
7 sending the other Party notice by first class and electronic mail.

8 **9. COURT APPROVAL**

9 9.1 This Consent Judgment shall become effective upon entry of this Consent  
10 Judgment by the Court, provided however, that CEH shall prepare and file a Motion for Approval  
11 of this Consent Judgment and Settling Defendant shall support approval of such Motion.

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

15 **10. GOVERNING LAW AND CONSTRUCTION**

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

18 **11. ENTIRE AGREEMENT**

19 11.1 This Consent Judgment contains the sole and entire agreement and understanding  
20 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
21 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
22 and therein. There are no warranties, representations, or other agreements between the Parties  
23 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
24 other than those specifically referred to in this Consent Judgment have been made by any Party  
25 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
26 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
27 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
28 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
modification, waiver, or termination of this Consent Judgment shall be binding unless executed in

1 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
2 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
3 whether or not similar, nor shall such waiver constitute a continuing waiver.

4 **12. RETENTION OF JURISDICTION**

5 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify  
6 the Consent Judgment.

7 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

8 13.1 Each signatory to this Consent Judgment certifies that he or she is fully  
9 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
10 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
11 Party.

12 **14. NO EFFECT ON OTHER SETTLEMENTS**

13 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
14 against an entity that is not Settling Defendant on terms that are different than those contained in  
15 this Consent Judgment.

16 **15. EXECUTION IN COUNTERPARTS**

17 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
18 means of facsimile, which taken together shall be deemed to constitute one document.

19  
20 **IT IS SO ORDERED, ADJUDGED,  
AND DECREED**

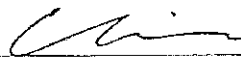
21 Dated: *Nov 18, 2011*

**Robert B. Freedman**

22 \_\_\_\_\_  
Judge of the Superior Court of the State of California

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**IT IS SO STIPULATED:**

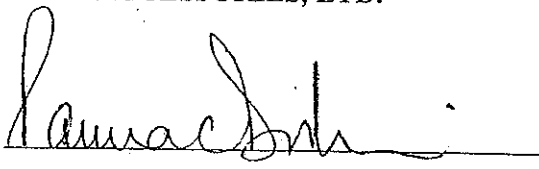
Dated: August 17, 2011	CENTER FOR ENVIRONMENTAL HEALTH
	
	CHARLIE PIZARRO
	Printed Name
	ASSOCIATE DIRECTOR
	Title

Dated: August __, 2011	CARA ACCESSORIES, LTD.
	Printed Name
	Title

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Dated: August __, 2011	CARA ACCESSORIES, LTD.
	
	PANNA C. DOSHE Printed Name
	PRESIDENT Title



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EXHIBIT A

1. Section 3.2 Recall Product:

Cara Accessories Chain Link Necklace, SKU No. 6-10999-77615-4

2. Defendant's Settlement Payment and Allocation

Total Settlement Payment \$60,000

Civil Penalty \$8,440

OEHHA Portion of Civil Penalty (75%) \$6,330

CEH Portion of Civil Penalty (25%) \$2,110

Payment in Lieu of Civil Penalty \$12,660

Attorneys' Fees and Costs \$38,900

3. Person to Receive Notice for Setting Defendant:

Panna Doshi  
Cara Accessories, Ltd.  
65 West 36th Street  
New York, NY 10018-7902

EXHIBIT B

- 1
- 2 • Abercrombie & Fitch Stores, Inc.
- 3 • Adia Kibur Accessories, Inc.
- 4 • Ann 2 La Moda, Inc.
- 5 • Ashley Stewart Ltd.
- 6 • Atico International USA, Inc.
- 7 • BCBG Max Azria Group, Inc.
- 8 • Burlington Coat Factory Warehouse Corporation
- 9 • C2:8
- 10 • Cache, Inc.
- 11 • Candela Sales Company, Inc.
- 12 • Cocomo Connection, Inc.
- 13 • Cornerstone Apparel, Inc.
- 14 • Cousin Corporation of America
- 15 • CVS Pharmacy, Inc.
- 16 • F.A.F., Inc.
- 17 • Fad, Inc.
- 18 • Forum Novelties, Inc.
- 19 • High Accessories, Inc.
- 20 • International Inspirations, Ltd.
- 21 • J.M. Hollister, LLC
- 22 • Jones Jewelry Group, Inc.
- 23 • Joppa, Inc.
- 24 • Knitwork Production II LLC
- 25 • Love Culture Inc.
- 26 • Love Culture LLC
- 27 • Lux Accessories, Ltd.
- 28 • Metropark USA, Inc.
- New Ashley Stewart, Inc.
- NY Style
- Party City Corporation
- Rubie's Costume Company, Inc.
- Scorpio Accessories LLC

- 1 • Sears, Roebuck and Co.
- 2 • Spencer Gifts, LLC.
- 3 • Stony Leather, Inc.
- 4 • Styles For Less, Inc.
- 5 • Toscana Accessories Inc.
- 6 • Urban Brands, Inc.
- 7 • Wal-Mart Stores Inc.
- 8 • Western Fashion, Inc.
- 9 • Windsor Fashions, Inc.

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