



1 Violation under Proposition 65 alleging that the Settling Defendants named in those notices  
2 violated Proposition 65 by exposing persons to cadmium contained in jewelry, without first  
3 providing a clear and reasonable warning pursuant to Proposition 65.

4 1.3 In April 2011, CEH filed the operative Second Amended Complaint ("Complaint")  
5 in this action.

6 1.4 Settling Defendants are each a corporation that employs ten or more persons, and  
7 which manufactures, distributes and/or sells Covered Products (as defined herein) in the State of  
8 California.

9 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendants (the  
10 "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in  
11 the Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in the  
12 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to  
13 enter this Consent Judgment as a full and final resolution of all claims which were or could have  
14 been raised in the Complaint based on the facts alleged therein with respect to Covered Products  
15 manufactured, distributed, and/or sold by Settling Defendants.

16 1.6 CEH and Settling Defendants enter into this Consent Judgment as a full and final  
17 settlement of all claims that were raised in the Complaint, or which could have been raised in the  
18 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By  
19 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not  
20 admit any facts or conclusions of law including, but not limited to, any facts or conclusions of law  
21 suggesting or demonstrating any violations of Proposition 65 (California Health and Safety Code  
22 sections 25249.5 *et seq.*) or any other statutory, common law or equitable requirements relating to  
23 cadmium in jewelry. Nothing in this Consent Judgment is or shall be construed as an admission  
24 by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance  
25 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
26 conclusion of law, issue of law, or violation of law. Settling Defendants deny the material, factual  
27 and legal allegations in CEH's Complaint and expressly deny any wrong doing whatsoever.

28 Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or

1 defense the Parties may have in this or any other pending or future legal proceedings. This  
2 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties  
3 solely for purposes of settling, compromising, and resolving issues disputed in this action.

## 4 2. DEFINITIONS

5 2.1 The term "Cadmium Limit" means a concentration of 0.03 percent (300 parts per  
6 million ("ppm")) by weight cadmium in any component of a Covered Product, or in any material  
7 used in a Covered Product. The forgoing shall not apply to components of or materials used in  
8 Covered Product made from cubic zirconia (sometimes called cubic zirconium, CZ), glass,  
9 rhinestones or vitrified ceramics except where the Covered Products in question are subject to  
10 California Health and Safety Code section 25214.2(d).

11 2.2 The term "Covered Product" means (a) the following ornaments worn by a person:  
12 an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, watch (excluding the  
13 timepiece itself if removable), decorated hair accessory, earring, necklace, pin, ring; similar  
14 clothing or shoe ornaments which are detachable; and body piercing jewelry; or (b) any bead,  
15 chain, link, pendant, or other component of such an ornament.

16 2.3 The term "Effective Date" means the date of entry of this Consent Judgment.

## 17 3. INJUNCTIVE RELIEF

18 3.1 **Reformulation of Covered Products.** Each Settling Defendant shall comply with  
19 the following requirements to achieve expeditious reformulation of the Covered Products to  
20 reduce or eliminate exposures to cadmium arising from the Covered Products:

21 3.1.1 **Specification Compliance Date.** To the extent it has not already done so,  
22 no more than 30 days after the Effective Date, each Settling Defendant shall provide the Cadmium  
23 Limit to its vendors of Covered Products and shall instruct each vendor to expeditiously provide  
24 Covered Products that do not exceed the Cadmium Limit on a nationwide basis.

25 3.1.2 **Inventory Cutoff/Shipping Restriction Date.** As of September 1, 2011,  
26 a Settling Defendant shall not manufacture, purchase, import, or supply to an unaffiliated third  
27 party any Covered Product that will be sold or offered for sale to California consumers that  
28 exceeds the Cadmium Limit.

1                   3.1.3 **Final Retail Compliance Date.** Commencing on December 31, 2011, a  
2 Settling Defendant shall not sell or offer for sale, or authorize any customer (including a  
3 merchandise liquidator) to sell or offer for sale in California, any Covered Product that exceeds the  
4 Cadmium Limit.

5                   3.2 **Market Withdrawal of Covered Products.** On or before the Effective Date, each  
6 Settling Defendant shall have: (i) ceased shipping the specific products identified as Recall  
7 Products next to its name on Exhibit A (the "Recall Product"), to stores and/or customers in  
8 California, (ii) withdrawn the Recall Products from the market in California, and (iii) if the Recall  
9 Products were not withdrawn from sale in California prior to April 30, 2011, sent instructions to  
10 any of its stores and/or customers that offer the Recall Products for sale in California to cease  
11 offering such Recall Products for sale and to either return all Recall Products to the Settling  
12 Defendant for destruction, or to directly destroy the Recall Products. Any destruction of the  
13 Recall Products shall be in compliance with all applicable laws. Within 60 days of the Effective  
14 Date, each Settling Defendant shall certify to CEH that it has complied with this Section 3.2. If  
15 there is a dispute over the corrective action, the Parties shall meet and confer before seeking any  
16 remedy in court.

17 **4. ENFORCEMENT**

18                   4.1 **General Enforcement Provisions.** CEH may, by motion or application for an  
19 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
20 Judgment. Any action to enforce alleged violations of the Cadmium Limit shall be brought  
21 exclusively pursuant to this Section 4.

22                   4.2 **Enforcement of Materials Violation.**

23                   4.2.1 **Notice of Violation.** In the event that, at any time following the Effective  
24 Date, CEH identifies one or more Covered Products that CEH believes in good faith exceed the  
25 Cadmium Limit, CEH may issue a Notice of Violation pursuant to this Section.

26                   4.2.2 **Service of Notice of Violation and Supporting Documentation.**

27                   4.2.2.1 The Notice of Violation shall be served on each Settling Defendant  
28 that CEH knows sold or offered for sale the Covered Product to California consumers.

1                   4.2.2.2     The Notice of Violation shall be sent to the person(s) identified in  
2 Exhibit A to receive notices for such Settling Defendant(s), and must be served within 75 days of  
3 the date the Covered Product at issue was purchased or otherwise acquired by CEH, provided,  
4 however, that: (i) CEH may have up to an additional 45 days to provide the Settling Defendant  
5 with the test data required by Section 4.2.2.3 below if it has not yet obtained it from its laboratory;  
6 and (ii) CEH may serve a subsequent Notice of Violation to a supplier of a Covered Product  
7 identified in a previous Notice of Violation so long as: (a) the identity of the supplier cannot be  
8 discerned from the labeling of the Covered Product; and (b) the Notice of Violation to the supplier  
9 is served within 75 days of the date the supplier is identified in writing to CEH by another Settling  
10 Defendant.

11                   4.2.2.3     The Notice of Violation shall, at a minimum, set forth for each  
12 Covered Product: (a) the date the alleged violation was observed, (b) the location at which the  
13 Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the  
14 alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and  
15 supporting documentation sufficient for validation of the test results, including any laboratory  
16 reports, quality assurance reports and quality control reports associated with testing of the Covered  
17 Products. Such Notice of Violation shall be based upon total acid digest test data from an  
18 independent laboratory. Wipe, swipe, and swab testing are not sufficient to support a Notice of  
19 Violation.

20                   4.2.2.4     CEH shall promptly make available for inspection and/or copying  
21 upon request by and at the expense of the Settling Defendant, any supporting documentation  
22 related to the testing of the Covered Products and associated quality control samples, including  
23 chain of custody records, all laboratory logbook entries for laboratory receiving, sample  
24 preparation, and instrumental analysis, and all printouts from all analytical instruments relating to  
25 the testing of Covered Product samples and any and all calibration tests performed or relied upon  
26 in conjunction with the testing of the Covered Products, obtained by or available to CEH that  
27 pertains to the Covered Product's alleged exceedance of the Cadmium Limit, and, if available, any  
28 exemplars of Covered Products tested.

1           4.2.3    **Notice of Election of Response.** No more than 30 days after service of a  
2 Notice of Violation, the Settling Defendant shall provide written notice to CEH whether it elects  
3 to contest the allegations contained in a Notice of Violation (“Notice of Election”). Failure to  
4 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an  
5 election to contest the Notice of Violation.

6           4.2.3.1    If a Notice of Violation is contested, the Notice of Election shall  
7 include all then-available documentary evidence regarding the alleged violation, including all test  
8 data, if any. If a Settling Defendant or CEH later acquires additional test or other data regarding  
9 the alleged violation, it shall notify the other party and promptly provide all such data or  
10 information to the party. Any test data used to contest a Notice of Violation shall meet the criteria  
11 of section 4.2.2.3.

12           4.2.4    **Meet and Confer.** If a Notice of Violation is contested, CEH and all  
13 affected Settling Defendants shall meet and confer to attempt to resolve their dispute. Within 30  
14 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement  
15 motion or application has been filed by CEH pursuant to Section 4.1, the Settling Defendant may  
16 withdraw the original Notice of Election contesting the violation and serve a new Notice of  
17 Election conceding the violation, provided however that such Settling Defendant shall pay \$5,000  
18 in addition to any payment required under Section 4.2.7. At any time, CEH may withdraw a  
19 Notice of Violation, in which case for purposes of this Section 4 the result shall be as if CEH  
20 never issued any such Notice of Violation. If no informal resolution of a Notice of Violation  
21 results within 30 days of a Notice of Election to contest, CEH may file an enforcement motion or  
22 application pursuant to Section 4.1. In any such proceeding, CEH may seek whatever fines, costs,  
23 penalties attorneys’ fees or remedies are provided by law for failure to comply with the Consent  
24 Judgment.

25           4.2.5    **Non-Contested Matters.** If the Settling Defendant elects not to contest  
26 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section  
27 4.2.6 and shall make any payments required by Section 4.2.7.

28

1                   4.2.6    **Corrective Action in Non-Contested Matters.** A Settling Defendant that  
2 elects not to contest the allegation shall include in its Notice of Election a detailed description with  
3 supporting documentation of the corrective action that it has undertaken or proposes to undertake  
4 to address the alleged violation. Any such correction shall, at a minimum, provide reasonable  
5 assurance that the Covered Product will no longer be offered for sale in California. Corrective  
6 action must include instructions to the Settling Defendant's stores and/or its customers that offer  
7 the Covered Product for sale to consumers to cease offering the Covered Product(s) identified in  
8 the Notice of Violation for sale in California as soon as practicable. The Notice of Election shall  
9 also include the name, address, telephone number, and other contact information, of the Settling  
10 Defendant's supplier(s) of each Covered Product identified in the Notice of Violation, and any  
11 other Settling Defendant to whom it sold any Covered Product(s) identified in the Notice of  
12 Violation. The Settling Defendant shall make available to CEH for inspection and/or copying  
13 records and correspondence regarding the corrective action. If there is a dispute over the  
14 corrective action, the Parties shall meet and confer pursuant to Section 4.2.4 before seeking any  
15 remedy in court.

16                   4.2.7    **Payments in Non-Contested Matters.** In addition to the corrective  
17 action, the Settling Defendant shall be required to make a payment as reimbursement for costs for  
18 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
19 attorneys' fees and costs incurred in connection with these activities, as specified below:

20                   4.2.7.1    If the Settling Defendant has not previously received a Notice of  
21 Violation, or has only received one or more Notices of Violation that were successfully contested  
22 or withdrawn, and if the Settling Defendant serves a Notice of Election not to contest the  
23 allegations in the instant Notice of Violation, it shall not be required to make a payment under this  
24 Section.

25                   4.2.7.2    If the Settling Defendant previously received a Notice of Violation  
26 that was not successfully contested or withdrawn, and the Settling Defendant serves a Notice of  
27 Election not to contest the allegations in the instant Notice of Violation, it shall be required to  
28 make a payment of \$10,000. This payment shall, however, be:

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

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

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

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

24           4.2.7.3     The payment shall be made by check payable to the Lexington Law  
25 Group and shall be paid within 15 days of service of a Notice of Election triggering a payment.

26           4.2.7.4     A Settling Defendant’s liability for payments shall be limited as  
27 follows:

28



1           A.     A Settling Defendant that is a supplier to one or more retailers shall be  
2     liable for one required payment for any particular Covered Product within any 30-day  
3     period.

4           B.     If more than one Settling Defendant has manufactured, sold or distributed a  
5     Covered Product identified in a Notice of Violation, only one required contribution may be  
6     assessed against all potentially liable Settling Defendants provided that the Settling  
7     Defendants stopped selling the Covered Product within 30 days of the Notice of Violation,  
8     in the following order of priority: (1) manufacturers, (2) importers, (3) distributors, and (4)  
9     retailers. Notwithstanding this priority, each Settling Defendant that received a Notice of  
10    Violation and that is not contesting the Notice of Violation shall comply with Section  
11    4.2.6.

12          C.     A Settling Defendant's monetary liability to make required payments shall  
13    be limited to \$30,000 for each 75-day period.

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

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

28

1     **5.     PAYMENTS**

2             **5.1     Payments From Settling Defendants.** Within five (5) days of entry of this  
3 Consent Judgment, each Settling Defendant shall pay the amount set forth as a settlement payment  
4 for that Settling Defendant on Exhibit A, as further specified in Section 5.2 below.

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

9                     **5.2.1** Settling Defendant shall pay the amount designated on Exhibit A as a  
10 Penalty pursuant to Health & Safety Code §25249.7(b,) to be apportioned in accordance with  
11 California Health & Safety Code § 25249.12(c) & (d), with 75% of these funds remitted to the  
12 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and the  
13 remaining 25% of the penalty remitted to CEH. Accordingly, one penalty payment check for the  
14 amount designated on Exhibit A as OEHHA Portion of Penalty shall be made payable to  
15 "OEHHA" for the Safe Drinking Water and Toxic Enforcement Fund and be attributed to taxpayer  
16 identification number 68-0284486. A second penalty payment check in the amount designated for  
17 each Settling Defendant on Exhibit A as CEH Portion of Penalty shall made payable to the  
18 "Center For Environmental Health" and associated with taxpayer identification number 94-  
19 3251981.

20                     **5.2.2** Each Settling Defendant shall also separately pay to CEH the amount  
21 designated on Exhibit A as Payment In Lieu of Civil Penalty pursuant to Health & Safety Code  
22 §25249.7(b), and California Code of Regulations, Title 11, §3202(b). CEH will restrict the use of  
23 such funds to the following purposes: (a) monitoring compliance with the reformulation requirements  
24 of this and other similar Consent Judgments; (b) purchasing and testing jewelry; (c) preparing and  
25 compiling the information and documentation necessary to support enforcement efforts under this  
26 Consent Judgment; (d) contributions to CEH's Community Environmental Action and Justice Fund;  
27 and (e) supporting CEH programs and activities that seek to reduce the public health impacts or risks  
28 of exposure to heavy metals, including cadmium, known to the State of California to cause cancer or

1 reproductive harm. Such programs and activities currently include (i) CEH's membership on the  
2 ATSM toy safety committee and participation in a workgroup that is drafting a standard to limit  
3 cadmium and other heavy metals in toys; (ii) CEH's work in support of policy initiatives at the state  
4 and federal level to restrict the use of cadmium and other heavy metals in consumer products; and (iii)  
5 CEH's advocacy for a reduction in the use of toxic chemicals, including heavy metals such as  
6 cadmium, in electronic devices and standards for the disposal/recycling of such products, including  
7 CEH's participation in an EPA-sponsored multi-stakeholder workgroup seeking to set standards for  
8 the design, manufacture, sale, labeling and disposal of televisions and printers. CEH will maintain  
9 records that document how these funds were spent. As part of its Community Environmental Action  
10 and Justice Fund, CEH will use four percent of such funds to award grants to grassroots environmental  
11 justice groups working to educate and protect people from exposures to toxic chemicals. The method  
12 of selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The  
13 payment in lieu of penalty check shall be made payable to the "Center For Environmental Health" and  
14 associated with taxpayer identification number 94-3251981.

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

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

21           6.1 **Modification.** This Consent Judgment may be modified from time to time by  
22 express written agreement of the Parties with the approval of the Court, or by an order of this  
23 Court upon motion and in accordance with law.

24           6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
25 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
26 modify the Consent Judgment.

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

28           7.1 This Consent Judgment is a full, final, and binding resolution between CEH and

1 each Settling Defendant and each Settling Defendant's parents, shareholders, divisions,  
2 subdivisions, subsidiaries, partners, sister companies and their successors and assigns ("Defendant  
3 Releasees"), and all entities other than those entities listed on Exhibit B to whom they distribute or  
4 sell Covered Products including, but not limited to, distributors, wholesalers, customers, retailers,  
5 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of any  
6 violation of Proposition 65 or any other statutory or common law claims that have been or could  
7 have been asserted in the public interest against each Settling Defendant, Defendant Releasees,  
8 and Downstream Defendant Releasees, regarding the failure to warn about exposure to cadmium  
9 arising in connection with Covered Products manufactured, distributed, or sold by each such  
10 Settling Defendant prior to the Effective Date.

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

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

## 23     **8.     PROVISION OF NOTICE**

24       8.1     When any Party is entitled to receive any notice under this Consent Judgment, the  
25 notice shall be sent by first class and electronic mail as follows:

26             8.1.1   **Notices to Settling Defendant.** The persons for each Settling Defendant to  
27 receive Notices pursuant to this Consent Judgment are identified on Exhibit A for each such  
28 Settling Defendant.

1                   8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to  
2 this Consent Judgment shall be:

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

8                   8.2 Any Party may modify the person and address to whom the notice is to be sent by  
9 sending the other Party notice by first class and electronic mail.

10                   **9. COURT APPROVAL**

11                   9.1 This Consent Judgment shall become effective on the Effective Date, provided  
12 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
13 Settling Defendants shall support approval of such Motion.

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

16                   **10. GOVERNING LAW AND CONSTRUCTION**

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

19                   **11. ENTIRE AGREEMENT**

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

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

5 **12. RETENTION OF JURISDICTION**

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

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

9 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
10 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
11 execute the Consent Judgment on behalf of the Party represented and legally to bind that 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 a Settling Defendant on terms that are different than those contained in  
15 this Consent Judgment.

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
3 means of facsimile, which taken together shall be deemed to constitute one document.  
4

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

7 Dated: SEP 02 2011

Robert B. Freedman

Judge of the Superior Court of the State of California

8  
9  
10 **IT IS SO STIPULATED:**

11 Dated: June 17, 2011

**CENTER FOR ENVIRONMENTAL HEALTH**

12  
13 

14  
15 CHARLIE PIZARRO

16 Printed Name

17  
18 ASSOCIATE DIRECTOR

19 Title  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 23, 2011

**[DEFENDANT NAME]**

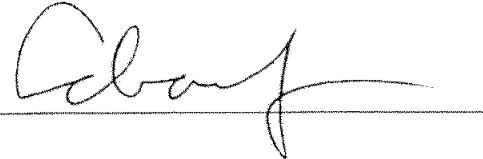
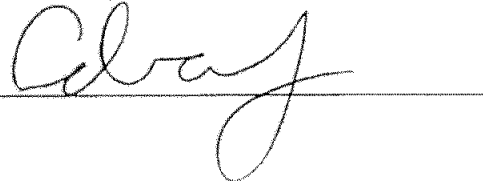
A.I.J.J. Enterprises, Inc.,  
The New 5-7-9 And Beyond, Inc.,  
Rainbow Apparel Distribution Center Corp.,  
and Rainbow USA Inc.

Printed Name Marlin Stein

Title Authorized Representative



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May <u>19</u> , 2011	AEROPOSTALE, INC.   <hr/> <u>Edward M. Slezak</u> Printed Name  <u>General Counsel</u> Title
Dated: May <u>19</u> , 2011	AEROPOSTALE WEST, INC.   <hr/> <u>Edward M. Slezak</u> Printed Name  <u>General Counsel</u> Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 26, 2011

AE Retail West LLC


Cornelius Bulman Jr

Printed Name

VP

Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May <u>26</u> , 2011	American Eagle Outfitters, Inc.  _____ Rebecca Gibbs _____ Printed Name  Associate General Counsel _____ Title
-----------------------------	--

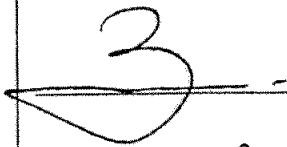
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May <u>24</u> , 2011	Catherines, Inc.; Catherines of California, Inc.; Catherines Stores Corporation; Fashion Bug of California; Fashion Bug Retail Companies, Inc.; Lane Bryant, Inc.; Outlet Division Management Co., Inc. <hr/> <i>Kathleen N. Lieberman</i> Printed Name Kathleen Lieberman, Esq. <hr/> Title Vice President
-----------------------------	--

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May       , 2011  
*June 9*

Charlotte Russe, Inc. and  
Charlotte Russe Holdings, Inc.



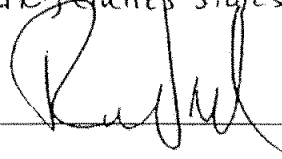
ZINA RABINOVITCH  
Printed Name

Sup Controller  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 8, 2011  
June

CBF Distributing Corp.; Claire's Boutiques,  
Inc.; Claire's Stores, Inc.



Rebecca R. Orand  
Printed Name

Senior Vice President and General Counsel  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 9, 2011

[DEFENDANT NAME] COST PLUS, INC.



JANE L. BAUGHMAN  
Printed Name

FVP, CFO  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FIESTA JEWELRY CORPORATION

Dated: May 20 2011

[DEFENDANT NAME]

Brian O'Hea

Brian O'Hea

Printed Name

VP

Title



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 20 2011

[DEFENDANT NAME]  
*Finco Security Corp.*  
~~*[Signature]*~~  

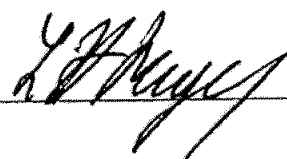
---

*Arthur James*  
Printed Name  


---

*PRESIDENT*  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: <del>May</del> <u>6</u> , 2011 <u>June</u>	FOREVER 21 RETAIL, INC.   _____ <u>Lawrence Meyer</u> Printed Name  <u>Executive Vice President</u> Title
--	---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 24, 2011	Group USA, Inc; Group USA Apparel, Inc.  _____ Joseph Rapacilo Printed Name  _____ Vice President, Finance Title
---------------------	--

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 24, 2011


Haskell Jewels, Ltd.

Gabrielle Fialkoff n.k.

Gabrielle Fialkoff  
Printed Name

Executive Vice President, COO  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May <u>20</u> , 2011	[DEFENDANT NAME] <u>HOT TOPIC, LLC.</u>   <hr/> <u>Jim McGinty</u> Printed Name  <u>CFO</u> Title
-----------------------------	--

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

MJM Jewelry Corporation  
(dba Berry Jewelry Company)  
[DEFENDANT NAME]

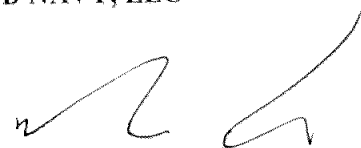
Dated: May 20, 2011

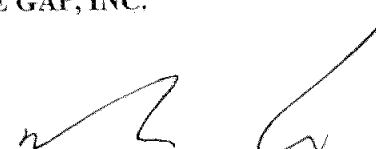
*Martha Berry*

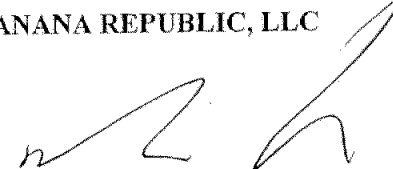
Martha Berry  
Printed Name

President/CEO  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: June 7 <sup>th</sup> , 2011	OLD NAVY, LLC
	
	Mark Epstein Printed Name
	Senior Corporate Counsel Title

Dated: June 7 <sup>th</sup> , 2011	THE GAP, INC.
	
	Mark Epstein Printed Name
	Senior Corporate Counsel Title

Dated: June 7 <sup>th</sup> , 2011	BANANA REPUBLIC, LLC
	
	Mark Epstein Printed Name
	Senior Corporate Counsel Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 13, 2011

[DEFENDANT NAME]

ROGERS SPORTS MANAGEMENT GROUP



Shawn Rogers  
Printed Name

OWNER / CEO  
Title



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 5, 2011

SAKS & COMPANY

SAKS INCORPORATED

*Meredith Fogel*

Meredith Fogel  
Printed Name

VP & Associate General Counsel  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 26, 2011

[DEFENDANT NAME]  
SHALOM INTERNATIONAL CORPORATION

*Edward Baranoff*

Edward Baranoff

Printed Name

President

Title

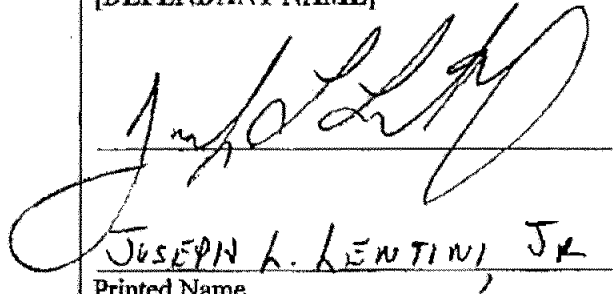
y

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Tanya Creations

Dated: May 20, 2011

[DEFENDANT NAME]

  
JOSEPH L. LENTINI, JR.  
Printed Name

EUP/CFO  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May <u>26</u> , 2011	<p>DEFENDANT NAME</p> <hr/> <p>Target Corp.</p> <hr/> <p><i>Amir</i></p> <hr/> <p>ASAM MORRIS</p> <hr/> <p>Printed Name</p> <hr/> <p>Sr. Corp. Counsel</p> <hr/> <p>Title</p>
-----------------------------	---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 23, 2011

THE BUCKLE, INC.

*Kyle L. Hanson*

Kyle L. Hanson

Printed Name

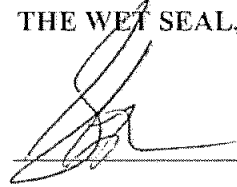
*General Counsel & Corporate Secretary*

Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: May 3, 2011  
June


THE WET SEAL, INC.



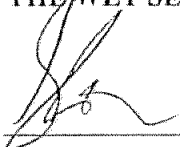
Steve Benrubi  
Printed Name

CFO  
Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: <u>May 3</u> , 2011 June	THE WET SEAL, INC. d/b/a ARDEN B  _____ Steve Berrubi _____ Printed Name  CFO _____ Title
------------------------------------	---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: <u>May 3</u> , 2011 June	THE WET SEAL RETAIL, INC.  _____ Steve Benrubi _____ Printed Name  CFO _____ Title
------------------------------------	--



# **Exhibit A**

EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: A.I.J.J. Enterprises, Inc.; Rainbow Apparel Distribution Center Corp.; Rainbow USA, Inc.; The New 5-7-9 And Beyond, Inc.

2. Section 3.2 Recall Product: Gold Chain Necklace with Red Heart Charm; SKU No. 0-00150-49935-8

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Jeffrey B. Margulies  
Fulbright & Jaworski, LLP  
555 South Flower Street, 41<sup>st</sup> Floor  
Los Angeles, CA 90071  
[jmargulies@fulbright.com](mailto:jmargulies@fulbright.com)

*with copy to:*  
Michael S. Lang, Esq.  
General Counsel  
Rainbow USA Inc.  
1000 Pennsylvania Avenue  
Brooklyn, NY 11207  
[mlang@rainbow-mail.com](mailto:mlang@rainbow-mail.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Aeropostale, Inc.; Aeropostale West, Inc.
2. Section 3.2 Recall Product: Chain Necklace with Aeropostale Pendant;  
SKU No. 98231871  
Style No. 9211

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Edward M. Slezak  
General Counsel  
Aeropostale, Inc.  
112 West 34th Street  
New York, NY 10120  
[ESlezak@aeropostale.com](mailto:ESlezak@aeropostale.com)

*with copy to:*  
Jeffrey B. Margulies  
Fulbright & Jaworski, LLP  
555 South Flower Street, 41<sup>st</sup> Floor  
Los Angeles, CA 90071  
[jmargulies@fulbright.com](mailto:jmargulies@fulbright.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: American Eagle Outfitters, Inc.; AE Retail West LLC

2. Section 3.2 Recall Product: Blue Bracelet with Metal Pieces;  
SKU No. 0483-03313-1021;  
321-16680100

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment \$50,000

Civil Penalty \$ 7,000

OEHHA Portion of Civil Penalty (75%) \$ 5,250

CEH Portion of Civil Penalty (25%) \$ 1,750

Payment in Lieu of Civil Penalty \$10,500

Attorneys' Fees and Costs \$32,500

4. Person to Receive Notice for Settling Defendant:

AE Retail West LLC  
American Eagle Outfitters, Inc.  
Associate General Counsel – Product Safety  
77 Hot Metal Street  
Pittsburgh, PA 15203  
[ProductSafety@ae.com](mailto:ProductSafety@ae.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Catherines, Inc.; Catherines of California, Inc.; Catherines Stores Corporation; Fashion Bug of California; Fashion Bug Retail Companies, Inc.; Lane Bryant, Inc.; Outlet Division Management Co., Inc.

2. Section 3.2 Recall Products: Bracelet with Breast Cancer Ribbon Charms; SKU No. K541274780156  
  
Silver Chain Necklace with Bird Charms; SKU No. 2021368; Item No. S125767  
  
Lane Bryant Ring; SKU No. 522254490012

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$75,000
Civil Penalty	\$10,600
OEHHA Portion of Civil Penalty (75%)	\$ 7,950
CEH Portion of Civil Penalty (25%)	\$ 2,650
Payment in Lieu of Civil Penalty	\$15,900
Attorneys' Fees and Costs	\$48,500

4. Person to Receive Notice for Settling Defendant:

General Counsel  
Charming Shoppes, Inc.  
3750 State Rd.  
Bensalem, PA 19020  
[Corp-Legal-General@charming.com](mailto:Corp-Legal-General@charming.com)

EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Charlotte Russe, Inc. and Charlotte Russe Holdings, Inc.

2. Section 3.2 Recall Product: Necklace with Owl Pendant;  
SKU No. 301035839

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
--------------------------	----------

Civil Penalty	\$ 7,000
---------------	----------

OEHHA Portion of Civil Penalty (75%)	\$ 5,250
--------------------------------------	----------

CEH Portion of Civil Penalty (25%)	\$ 1,750
------------------------------------	----------

Payment in Lieu of Civil Penalty	\$10,500
----------------------------------	----------

Attorneys' Fees and Costs	\$32,500
---------------------------	----------

4. Person to Receive Notice for Settling Defendant:

Michael Fisher  
Buchalter Nemer  
1000 Wilshire Boulevard, Suite 1500  
Los Angeles, California 90017  
[mbfisher@buchalter.com](mailto:mbfisher@buchalter.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Claire's Boutiques, Inc.; Claire's Stores, Inc.;  
CBI Distributing Corp.

2. Section 3.2 Recall Products: Silver Necklace with Shamrock Pendant;  
SKU No. 63342-0

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Melissa Jones  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814  
[jonesme@gtlaw.com](mailto:jonesme@gtlaw.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Cost Plus, Inc.
  
2. Section 3.2 Recall Products: Necklace with Turquoise Pendant;  
SKU No. 24330046  
  
3 Strand Necklace with Pearls and Flower Pendant;  
SKU No. 24298889

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Marcy J. Bergman  
Bryan Cave LLP  
Two Embarcadero Center, Suite 1410  
San Francisco, CA 94111  
[marcy.bergman@bryancave.com](mailto:marcy.bergman@bryancave.com)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A  
Settling Defendants

- 1. Name of Settling Defendant: Fiesta Jewelry Corporation
  
- 2. Section 3.2 Recall Product: American Eagle Outfitters Blue Bracelet with Metal Pieces;  
SKU No. 0483-03313-1021;  
321-16680100;  
Item No. 000016680100

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

President  
Fiesta Jewelry, Inc.  
366 5<sup>th</sup> Avenue, Room 502  
New York, NY 10001  
Phone: (212) 564-6847  
Fax: (212) 564-5239  
[bohea@fiestajewelry.com](mailto:bohea@fiestajewelry.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Finesse Novelty, Corp.

2. Section 3.2 Recall Product: Lane Bryant Ring;  
SKU No. 522254490012

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
--------------------------	----------

Civil Penalty	\$ 4,840
---------------	----------

OEHHA Portion of Civil Penalty (75%)	\$ 3,630
--------------------------------------	----------

CEH Portion of Civil Penalty (25%)	\$ 1,210
------------------------------------	----------

Payment in Lieu of Civil Penalty	\$ 7,260
----------------------------------	----------

Attorneys' Fees and Costs	\$22,900
---------------------------	----------

4. Person to Receive Notice for Settling Defendant:

President  
Finesse Novelty Corp.  
Two Channel Drive  
Port Washington, NY 11050  
[scottd@fncny.com](mailto:scottd@fncny.com)  
[arthurd@fncny.com](mailto:arthurd@fncny.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Forever 21 Retail, Inc.
- 2. Section 3.2 Recall Product: Gold Chain Necklace with Red Apple Charm;  
SKU No. 72760138011;  
Item No. NK1688

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

John Allen  
Allen Matkins Leck Gamble Mallory & Natsis LLP  
Three Embarcadero Center, 12<sup>th</sup> Floor  
San Francisco, CA 94111  
[jallen@allenmatkins.com](mailto:jallen@allenmatkins.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A  
Settling Defendants

1. Name of Settling Defendant: Group USA, Inc.; Group USA Apparel, Inc.

2. Section 3.2 Recall Product: Silver Chain Necklace with Silver Heart Charm;  
SKU No. 400023236811

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Melissa Jones  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814  
[jonesme@gtlaw.com](mailto:jonesme@gtlaw.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Haskell Jewels, Ltd.
- 2. Section 3.2 Recall Product: Bracelet with Flower Charms;  
SKU No. 1-2403I-00000-3

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Gabrielle Fialkoff  
Haskell Jewels, Ltd.  
390 Fifth Avenue  
Second Floor  
New York, NY 10018  
[gfialkoff@haskelljewels.com](mailto:gfialkoff@haskelljewels.com)

EXHIBIT A

Settling Defendants

1  
2  
3 1. Name of Settling Defendant: Hot Topic, Inc.  
4

5 2. Section 3.2 Recall Product: Hot Topic, Inc. Bow Keyhole Neck;  
6 SKU No. 155855-000  
7

8 3. Defendant's Settlement Payment and Allocation

9 Total Settlement Payment \$50,000

10  
11 Civil Penalty \$ 7,000

12 OEHHA Portion of Civil Penalty (75%) \$ 5,250

13  
14 CEH Portion of Civil Penalty (25%) \$ 1,750

15 Payment in Lieu of Civil Penalty \$10,500

16  
17 Attorneys' Fees and Costs \$32,500  
18

19 4. Person to Receive Notice for Settling Defendant:

20 General Counsel  
21 Hot Topic, Inc.  
22 18305 E. San Jose Ave.  
23 City of Industry, CA 91748

24 *with copy to:*

25 Jeffrey B. Margulies  
26 Fulbright & Jaworski, LLP  
27 555 South Flower Street, 41<sup>st</sup> Floor  
28 Los Angeles, CA 90071  
[jmargulies@fulbright.com](mailto:jmargulies@fulbright.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: MJM Jewelry Corp. dba Berry Jewelry Company

2. Section 3.2 Recall Product: Necklace with White Cord and Charm;  
SKU No. 9541800000

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment \$35,000

Civil Penalty \$ 4,840

OEHHA Portion of Civil Penalty (75%) \$ 3,630

CEH Portion of Civil Penalty (25%) \$ 1,210

Payment in Lieu of Civil Penalty \$ 7,260

Attorneys' Fees and Costs \$22,900

4. Person to Receive Notice for Settling Defendant:

Martha Berry  
Berry Jewelry Company  
29 West 38<sup>th</sup> Street, 1th Floor  
New York, NY 10018  
Phone: (212) 354-5014  
Fax: (212) 354-5105  
[generalcounsel@berryjewelry.com](mailto:generalcounsel@berryjewelry.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Old Navy, LLC; Banana Republic, LLC; The Gap, Inc.

2. Section 3.2 Recall Product: Bracelet with Flower Charms;  
SKU No. 1-24031-00000-3

3. 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
---------------------------	----------

4. Person to Receive Notice for Settling Defendant:

Mark Epstein  
Senior Corporate Counsel  
The Gap, Inc.  
2 Folsom Street  
San Francisco, CA 94105  
Mark\_Epstein@Gap.com



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Rogers Sports Management Group
- 2. Section 3.2 Recall Product: Chain Necklace with Aeropostale Pendant;  
SKU No. 98231871;  
Style No. 9211

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Andrea Rogers  
Vice President of Operations  
Rogers Sports Management  
337 South Main Street, PO Box 773  
Findlay, OH 45840  
[arogers@fdizone.com](mailto:arogers@fdizone.com)

*with copy to:*  
Jeffrey B. Margulies  
Fulbright & Jaworski, LLP  
555 South Flower Street, 41<sup>st</sup> Floor  
Los Angeles, CA 90071  
[jmargulies@fulbright.com](mailto:jmargulies@fulbright.com)

EXHIBIT A

Settling Defendants

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. Name of Settling Defendants: Saks & Company; Saks Incorporated  
and including affiliates SCCA Store Holding, Inc. and  
Saks Direct, LLC

2. Section 3.2 Recall Product: Cara Accessories Chain Link Necklace;  
SKU No. 6-10999-77615-4

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Meredith D. Fogel, Esq.  
Assistant General Counsel  
Saks Incorporated  
12 East 49<sup>th</sup> Street  
New York, NY 10017  
Phone: (212) 451-3658  
Fax: (212) 940-5291  
[meredith\\_fogel@s5a.com](mailto:meredith_fogel@s5a.com)

*with copy to:*  
Judith M. Praitis, Esq.  
Sidley Austin LLP., 39th Fl.  
555 West Fifth Street  
Los Angeles, CA 90013  
Phone: (213) 896-6637  
Fax: (213) 896-6600  
[jpraitis@sidley.com](mailto:jpraitis@sidley.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Shalom International Corp.

2. Section 3.2 Recall Product: Gold Chain Necklace with Red Heart Charm;  
SKU No. 0-00150-49935-8  
Style No. 9888

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment \$35,000

Civil Penalty \$ 4,840

OEHHA Portion of Civil Penalty (75%) \$ 3,630

CEH Portion of Civil Penalty (25%) \$ 1,210

Payment in Lieu of Civil Penalty \$ 7,260

Attorneys' Fees and Costs \$22,900

4. Person to Receive Notice for Settling Defendant:

Patricia Petenko  
Shalom International Corp.  
1050 Amboy Avenue  
Perth Amboy, NJ 08861  
[ppetenko@shalomint.com](mailto:ppetenko@shalomint.com)

*with copies to:*  
Jeffrey B. Margulies  
Fulbright & Jaworski, LLP  
555 South Flower Street, 41<sup>st</sup> Floor  
Los Angeles, CA 90071  
[jmargulies@fulbright.com](mailto:jmargulies@fulbright.com)

Mike Hassan  
Wachtel & Masyr LLP  
One Dag Hammarskjold Plaza  
885 Second Avenue, 47th Floor  
New York, NY 10017  
[Hassan@wmlp.com](mailto:Hassan@wmlp.com)

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Tanya Creations, Inc.
2. Section 3.2 Recall Products: Bracelet with Breast Cancer Ribbon Charms;  
SKU No. K541274780156  
Silver Chain Necklace with Bird Charms;  
SKU No. 2021368;  
Item No. S125767  
Lane Bryant Ring;  
SKU No. K52225449012

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Mr. Joseph Lentini  
Vice President  
Tanya Creations  
360 Narragansett Park Drive  
East Providence, RI 02916  
Phone: (401) 438-8050  
Fax: (401) 438-4890  
[joel@tanyacreations.com](mailto:joel@tanyacreations.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Target Corporation
- 2. Section 3.2 Recall Product: Necklace with Brown Cord and Metal Charms;  
SKU No. 4-92150-12331-7

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Adam Morris  
Senior Corporate Counsel  
Target Corporation  
1000 Nicollet Mall, TPN-12  
Minneapolis, MN 55403  
Phone: (612) 304-6073  
Fax: (612) 761-3728

*with copy to:*  
Jeffrey B. Margulies  
Fulbright & Jaworski, LLP  
555 South Flower Street, 41<sup>st</sup> Floor  
Los Angeles, CA 90071  
[jmargulies@fulbright.com](mailto:jmargulies@fulbright.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: The Buckle, Inc.
2. Section 3.2 Recall Products: Necklace with White Cord and Charm;  
SKU No. 9541800000

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Kyle L. Hanson, Esq.  
General Counsel and Corporate Secretary  
The Buckle, Inc.  
2407 West 24<sup>th</sup> Street  
Kearney, NE 68845  
Phone: (308) 236-4423  
[kyle.hanson@buckle.com](mailto:kyle.hanson@buckle.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: The Wet Seal, Inc.; The Wet Seal, Inc. DBA Arden B;  
The Wet Seal Retail, Inc.
- 2. Section 3.2 Recall Products: Wet Seal Necklace with Textured Flowers;  
SKU No. 424068100005  
  
Arden B Silver Multi-Strand Necklace with Blue Beads;  
SKU No. 420359000009

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Marcy J. Bergman  
Bryan Cave LLP  
Two Embarcadero Center, Suite 1410  
San Francisco, CA 94111  
[marcy.bergman@bryancave.com](mailto:marcy.bergman@bryancave.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT B

List of Entities Not Subject To Downstream Release

- Ashley Stewart Ltd.
- Atico International USA, Inc.
- BCBG Max Azria Group, Inc.
- Burlington Coat Factory Warehouse Corporation
- C2:8
- Cara Accessories Ltd.
- Cousin Corporation of America
- CVS Pharmacy, Inc.
- F.A.F., Inc.
- Fad, Inc.
- Forum Novelties, Inc.
- High Accessories, Inc.
- J.M. Hollister, LLC
- Metropark USA, Inc.
- New Ashley Stewart, Inc.
- NY Style
- Party City Corporation
- Rubie's Costume Company, Inc.
- Sears, Roebuck and Co.
- Spencer Gifts, LLC.
- Styles For Less, Inc.
- Sulyn Industries, Inc.
- Urban Brands, Inc.
- Wal-Mart Stores Inc.
- Western Fashion, Inc.