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ENDORSED
FILED
ALAMEDA COUNTY

JUN 06 2012

N. Dyste, Exec. Off./Clerk

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

) ND
) ~~PROPOSED~~ CONSENT JUDGMENT
) AS TO HIGH ACCESSORIES, INC. AND
) NEW ASHLEY STEWART, INC.

1. INTRODUCTION

1.1 This Consent Judgment is entered into by the Center For Environmental Health, a California non-profit corporation ("CEH") and High Accessories, Inc. and New Ashley Stewart, Inc. ("Settling Defendants"), to settle certain claims asserted by CEH against Settling Defendants 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 10-545687.

1.2 On March 2, 2011, CEH served two 60-Day Notices of Violation under Proposition 65 alleging that Settling Defendants violated Proposition 65 by exposing persons to cadmium and to lead and lead compounds (collectively, "Lead") contained in jewelry, without

1 first providing a clear and reasonable warning pursuant to Proposition 65.

2 1.3 More than sixty days after serving the Notices of Violation, CEH amended the
3 operative Complaint in this action to name each Settling Defendant as a party.

4 1.4 Each Settling Defendant is a corporation that employs ten or more persons and
5 that manufactures, distributes and/or sells Covered Products (as defined herein) in the State of
6 California.

7 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendants (the
8 "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in
9 the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the
10 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
11 enter this Consent Judgment as a full and final resolution of all claims which were or could have
12 been raised in the Complaint based on the facts alleged therein with respect to Covered Products
13 manufactured, distributed, and/or sold by Settling Defendants.

14 1.6 CEH and Settling Defendants enter into this Consent Judgment as a full and final
15 settlement of all claims that were raised in the Complaint, or which could have been raised in the
16 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By
17 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not
18 admit any facts or conclusions of law including, but not limited to, any facts or conclusions of law
19 suggesting or demonstrating any violations of Proposition 65 (California Health & Safety Code
20 sections 25249.5, *et seq.*) or any other statutory, common law or equitable requirements relating to
21 cadmium or Lead in jewelry. Nothing in this Consent Judgment is or shall be construed as an
22 admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall
23 compliance with the Consent Judgment constitute or be construed as an admission by the Parties
24 of any fact, conclusion of law, issue of law, or violation of law. Settling Defendants deny the
25 material, factual and legal allegations in CEH's Complaint and expressly deny any wrong doing
26 whatsoever. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy,
27 argument or defense the Parties may have in this or any other pending or future legal proceedings.
28 This Consent Judgment is the product of negotiation and compromise and is accepted by the

1 Parties solely for purposes of settling, compromising, and resolving issues disputed in this action.

2 **2. DEFINITIONS**

3 2.1 The term "Cadmium Limit" means a concentration of 0.03 percent (300 parts per
4 million ("ppm")) by weight cadmium in any component of a Covered Product, or in any material
5 used in a Covered Product. The forgoing shall not apply to components of or materials used in
6 Covered Product made from cubic zirconia (sometimes called cubic zirconium, CZ), glass,
7 rhinestones or vitrified ceramics except where the Covered Products in question are subject to
8 California Health & Safety Code section 25214.2(d).

9 2.2 The term "Lead Limit" means:

10 2.2.1 Except as provided in Section 2.2.2, a concentration of 0.02 percent (200
11 ppm) by weight Lead in any component of a Covered Product, or in any material used in a
12 Covered Product;

13 2.2.2 For Paint or Surface Coating, a concentration of 0.009 percent Lead by
14 weight (90 ppm). For purposes of this Consent Judgment, "Paint or Surface Coating" shall carry
15 the same meaning as "Paint or other similar surface coating" under 16 C.F.R. §1303.2(b)(1)
16 ("Paint and other similar surface-coating materials means a fluid, semi-fluid, or other material,
17 with or without a suspension of finely divided coloring matter, which changes to a solid film when
18 a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This
19 term does not include printing inks or those materials which actually become a part of the
20 substrate, such as the pigment in a plastic article, or those materials which are actually bonded to
21 the substrate, such as by electroplating or ceramic glazing.").

22 2.3 The term "Covered Product" means (a) the following ornaments worn by a
23 person: an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, watch (excluding the
24 timepiece itself if removable), decorated hair accessory, earring, necklace, pin, ring; similar
25 clothing or shoe ornaments which are detachable; and body piercing jewelry; or (b) any bead,
26 chain, link, pendant, or other component of such an ornament.

27 2.4 The term "Effective Date" means the date of entry of this Consent Judgment.
28

1 **3. INJUNCTIVE RELIEF**

2 **3.1 Reformulation of Covered Products.** Settling Defendants shall comply with
3 the following requirements to achieve expeditious reformulation of the Covered Products to
4 reduce or eliminate exposures to cadmium and Lead arising from the Covered Products:

5 **3.1.1 Specification Compliance Date.** To the extent they have not already done
6 so, no more than 30 days after the Effective Date, Settling Defendants shall provide the Cadmium
7 Limit and the Lead Limit to their vendors of Covered Products and shall instruct each vendor to
8 expeditiously provide Covered Products that do not exceed either the Cadmium Limit or the Lead
9 Limit on a nationwide basis.

10 **3.1.2 Cadmium Limit.** After the Effective Date, Settling Defendants shall not
11 manufacture, purchase, import, sell or offer for sale in California any Covered Product that
12 exceeds the Cadmium Limit.

13 **3.1.3 Lead Limit.** After the Effective Date, Settling Defendants shall not
14 manufacture, purchase, import, sell or offer for sale in California any Covered Product that
15 exceeds the Lead Limit.

16 **3.2 Market Withdrawal of Covered Products.** On or before the Effective Date,
17 Settling Defendants shall have: (i) ceased shipping the Charles Klein Necklace, SKU No. 09-369-
18 38692600-9, Style No. NK553, and the Ashley Stewart Necklace with Spiral Pendant, SKU No. 4-
19 02007-11281-4, Style No. NE4675-S (the "Recall Products"), to stores and/or customers in
20 California; (ii) withdrawn the Recall Products from the market in California; and (iii) if the Recall
21 Products were not withdrawn from sale in California prior to April 30, 2011, sent instructions to
22 any of its stores and/or customers that offer the Recall Products for sale in California to cease
23 offering such Recall Products for sale and to either return all Recall Products to Settling
24 Defendants for destruction, or to directly destroy the Recall Products. Any destruction of the
25 Recall Products shall be in compliance with all applicable laws. Within 60 days of the Effective
26 Date, Settling Defendants shall certify to CEH that Settling Defendants have complied with this
27 Section 3.1.3. If there is a dispute over the corrective action, the Parties shall meet and confer
28 before seeking any remedy in court.

1 **4. ENFORCEMENT**

2 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
3 order to show cause before this Court, enforce the terms and conditions contained in this Consent
4 Judgment. Any action to enforce alleged violations of the Cadmium Limit and/or the Lead Limit
5 by Settling Defendants shall be brought exclusively pursuant to this Section 4.

6 4.2 **Enforcement of Materials Violation.**

7 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective
8 Date, CEH identifies one or more Covered Products manufactured, distributed, or sold by Settling
9 Defendants that CEH believes in good faith exceed the Cadmium Limit and/or the Lead Limit,
10 CEH may issue a Notice of Violation pursuant to this Section.

11 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

12 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
13 Section 8.1 to receive notices for Settling Defendants, and must be served within 75 days of the
14 date the Covered Product at issue was purchased or otherwise acquired by CEH, provided,
15 however, that CEH may have up to an additional 45 days to provide Settling Defendants with the
16 test data required by Section 4.2.2.2 below if it has not yet obtained it from its laboratory.

17 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each
18 Covered Product: (a) the date the alleged violation was observed, (b) the location at which the
19 Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the
20 alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and
21 supporting documentation sufficient for validation of the test results, including any laboratory
22 reports, quality assurance reports and quality control reports associated with testing of the Covered
23 Products. Such Notice of Violation shall be based upon total acid digest test data from an
24 independent laboratory. Wipe, swipe, and swab testing are not sufficient to support a Notice of
25 Violation.

26 4.2.2.3 CEH shall promptly make available for inspection and/or copying
27 upon request by and at the expense of Settling Defendants, any supporting documentation related
28 to the testing of the Covered Products and associated quality control samples, including chain of

1 custody records, all laboratory logbook entries for laboratory receiving, sample preparation, and
2 instrumental analysis, and all printouts from all analytical instruments relating to the testing of
3 Covered Product samples and any and all calibration tests performed or relied upon in conjunction
4 with the testing of the Covered Products, obtained by or available to CEH that pertain to the
5 Covered Product's alleged exceedance of the Cadmium Limit and/or Lead Limit, and, if available,
6 any exemplars of Covered Products tested.

7 **4.2.3 Notice of Election of Response.** No more than 30 days after service of a
8 Notice of Violation, Settling Defendants shall provide written notice to CEH whether they elect to
9 contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to
10 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an
11 election to contest the Notice of Violation.

12 **4.2.3.1** If a Notice of Violation is contested, the Notice of Election shall
13 include all then-available documentary evidence regarding the alleged violation, including all test
14 data, if any. If Settling Defendants or CEH later acquire additional test or other data regarding the
15 alleged violation, it shall notify the other Party and promptly provide all such data or information
16 to the Party. Any test data used to contest a Notice of Violation shall meet the criteria of Section
17 4.2.2.2.

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

1 are provided by law for failure to comply with the Consent Judgment.

2 **4.2.5 Non-Contested Matters.** If Settling Defendants elect not to contest the
3 allegations in a Notice of Violation, they shall undertake corrective action pursuant to Section
4 4.2.6 and shall make any payments required by Section 4.2.7.

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

20 **4.2.7 Payments in Non-Contested Matters.** In addition to the corrective
21 action, Settling Defendants shall be required to make a payment as reimbursement for costs for
22 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse
23 attorneys' fees and costs incurred in connection with these activities, as specified below:

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

1 4.2.7.2 If the Settling Defendant previously received a Notice of Violation
2 that was not successfully contested or withdrawn, and the Settling Defendant serves a Notice of
3 Election not to contest the allegations in the instant Notice of Violation, the Settling Defendant
4 shall be required to make a payment of \$10,000. This payment shall, however, be:

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

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

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

27 D. Reduced to \$5,000 if: (i) the Notice of Violation is issued during the time
28 period running from the Effective Date to eighteen months thereafter; and (ii) only non-

1 metallic components of the Covered Product exceeded the Cadmium Limit and/or Lead
2 Limit.

3 4.2.7.3 The payment shall be made by check payable to the Lexington Law
4 Group and shall be paid within 15 days of service of a Notice of Election triggering a payment.

5 4.2.7.4 A Settling Defendant's liability for payments shall be limited as
6 follows:

7 A. Each Settling Defendant shall be liable for a maximum of one required
8 payment for any particular Covered Product within any 30-day period.

9 B. If more than one Settling Defendant has manufactured, sold or distributed a
10 Covered Product identified in a Notice of Violation, only one required contribution may be
11 assessed against all potentially liable Settling Defendants provided that the Settling
12 Defendants stopped selling the Covered Product within 30 days of the Notice of Violation,
13 in the following order of priority: (1) manufacturers, (2) importers, (3) distributors, and (4)
14 retailers. Notwithstanding this priority, each Settling Defendant that received a Notice of
15 Violation and that is not contesting the Notice of Violation shall comply with Section
16 4.2.6.

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

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

26 4.2.9 **Repeat Violator.** If Settling Defendants have received three or more
27 Notices of Violation that were not successfully contested or withdrawn in any 12-month period
28 then, at CEH's option, CEH may seek whatever fines, costs, penalties, attorneys' fees or other

1 remedies that are provided by law for failure to comply with the Consent Judgment. Prior to
2 seeking such relief, CEH shall meet and confer with Settling Defendants for a period not to exceed
3 30 days (unless extended by mutual agreement) to determine if the Parties can agree on measures
4 Settling Defendants can undertake to prevent future violations.

5 **5. PAYMENTS**

6 **5.1 Payments From Settling Defendants.** Within 5 days of entry of this Consent
7 Judgment, Settling Defendant shall pay the sum of \$75,000 as a settlement payment. The total
8 settlement amount shall be paid in three separate checks delivered to the offices of the Lexington
9 Law Group (Attn: Eric Somers), 503 Divisadero Street, San Francisco, California 94117-2212,
10 and made payable and allocated as set forth below between the following categories:

11 5.1.1 \$9,930 as a civil penalty pursuant to Health & Safety Code § 25249.7(b),
12 such money to be apportioned by CEH in accordance with Health & Safety Code § 25249.12
13 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
14 Assessment). The penalty check shall be made payable to the Center for Environmental Health.

15 5.1.2 \$14,900 as a payment in lieu of civil penalty to CEH pursuant to Health &
16 Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH will use
17 such funds to continue its work educating and protecting people from exposures to toxic
18 chemicals, including heavy metals. In addition, as part of its Community Environmental Action
19 and Justice Fund, CEH will use four percent of such funds to award grants to grassroots
20 environmental justice groups working to educate and protect people from exposures to toxic
21 chemicals. The method of selection of such groups can be found at the CEH web site at
22 www.ceh.org/justicefund. The payment in lieu of penalty check shall be made payable to the
23 Center for Environmental Health.

24 5.1.3 \$50,170 as reimbursement of a portion of CEH's reasonable attorneys' fees
25 and costs. The attorneys' fees and cost reimbursement check shall be made payable to the
26 Lexington Law Group.

27 **6. MODIFICATION AND DISPUTE RESOLUTION**

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

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

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

6 **7. CLAIMS COVERED AND RELEASE**

7 7.1 This Consent Judgment is a full, final, and binding resolution between CEH and
8 Settling Defendants and Settling Defendants' parents, shareholders, employees, divisions,
9 subdivisions, subsidiaries, partners, sister companies and their successors and assigns ("Defendant
10 Releasees"), and all entities other than those entities listed on Exhibit A to whom they distribute or
11 sell Covered Products including, but not limited to, distributors, wholesalers, customers, retailers,
12 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of any
13 violation of Proposition 65 or any other statutory or common law claims that have been or could
14 have been asserted in the public interest against Settling Defendants, Defendant Releasees, and
15 Downstream Defendant Releasees, regarding the failure to warn about exposure to cadmium
16 and/or Lead arising in connection with Covered Products manufactured, distributed, or sold by
17 Settling Defendants prior to the Effective Date.

18 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health &
19 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against
20 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any
21 violation of Proposition 65 or any other statutory or common law claims that have been or could
22 have been asserted in the public interest regarding the failure to warn about exposure to cadmium
23 and/or Lead arising in connection with Covered Products manufactured, distributed or sold by
24 Settling Defendants prior to the Effective Date.

25 7.3 Compliance with the terms of this Consent Judgment by Settling Defendants and
26 the Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants,
27 the Defendant Releasees and their Downstream Defendant Releasees with respect to any alleged
28 failure to warn about cadmium and Lead in Covered Products manufactured, distributed or sold by

1 Settling Defendants after the Effective Date.

2 **8. PROVISION OF NOTICE**

3 8.1 When any Party is entitled to receive any notice under this Consent Judgment, the
4 notice shall be sent by first class and electronic mail as follows:

5 8.1.1 **Notices to Settling Defendants.** The persons for Settling Defendants to
6 receive Notices pursuant to this Consent Judgment shall be:

7 Carmine LaFaro
8 LoFaro & Reiser
9 55 Hudson Street
10 Hackensack, NJ 07601
11 clofaro@new-jerseylawyers.com

12 James Munisteri
13 Gardere Wynne Sewell, LLP
14 1000 Louisiana, Ste. 3400
15 Houston, TX 77000-5011
16 jmunisteri@gardere.com

17 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to
18 this Consent Judgment shall be:

19 Eric S. Somers
20 Lexington Law Group
21 503 Divisadero Street
22 San Francisco, CA 94117
23 esomers@lexlawgroup.com

24 8.2 Any Party may modify the person and address to whom the notice is to be sent by
25 sending the other Party notice by first class and electronic mail.

26 **9. COURT APPROVAL**

27 9.1 This Consent Judgment shall become effective on the Effective Date, provided
28 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
Settling Defendants shall support approval of such Motion.

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

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California.

4 **11. ENTIRE AGREEMENT**

5 11.1 This Consent Judgment contains the sole and entire agreement and understanding
6 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
7 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
8 and therein. There are no warranties, representations, or other agreements between the Parties
9 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
10 other than those specifically referred to in this Consent Judgment have been made by any Party
11 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
12 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
13 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
14 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
15 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
16 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
17 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
18 whether or not similar, nor shall such waiver constitute a continuing waiver.

19 **12. RETENTION OF JURISDICTION**

20 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify
21 the Consent Judgment.

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

23 13.1 Each signatory to this Consent Judgment certifies that he or she is fully
24 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into
25 and execute the Consent Judgment on behalf of the Party represented and legally to bind that
26 Party.

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

28 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim

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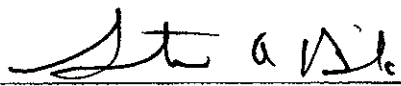
against an entity that are not Settling Defendants on terms that are different than those contained in this Consent Judgment.

15. EXECUTION IN COUNTERPARTS

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

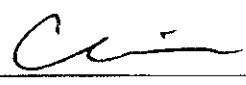
IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: 6-6-12

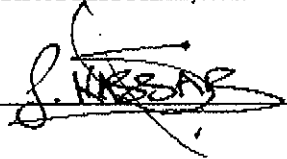


Judge of the Superior Court of the State of California

IT IS SO STIPULATED:

<p>Dated: <u>MAR 13</u>, 2012</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p> _____ CHARLIE PIZZANO _____ Printed Name</p> <p><u>ASSOCIATE DIRECTOR</u> _____ Title</p>
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Dated: March 08, 2012	HIGH ACCESSORIES, INC.  _____ Printed Name SAM KASSAB Title :General Manager
Dated: _____, 2012	NEW ASHLEY STEWART, INC. _____ _____ Printed Name _____ Title

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Dated: _____, 2012

HIGH ACCESSORIES, INC.

Printed Name

Title

Dated: _____, 2012

NEW ASHLEY STEWART, INC.

Michael A. Abate

Printed Name

VP FINANCE / TREASURER

Title

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EXHIBIT A

List of Entities Not Subject to Downstream Release

- Adia Kibur Accessories, Inc.
- Ann 2 La Moda, Inc.
- Atico International USA, Inc.
- BCBG Max Azria Group, Inc.
- Burlington Coat Factory Warehouse Corporation
- C2:8
- Candela Sales Company, Inc.
- Cocomo Connection, Inc.
- Cornerstone Apparel, Inc.
- Fad, Inc.
- Fashion Plaza
- Forum Novelties, Inc.
- International Inspirations, Ltd.
- Jones Jewelry Group, Inc.
- Joppa, Inc.
- Knitwork Production II LLC
- Love Culture Inc.
- Love Culture LLC
- Lux Accessories, Ltd.
- M&P Central, Inc.
- Metropark USA, Inc.
- NY Style
- Rubie's Costume Company, Inc.
- Scorpio Accessories LLC

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

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