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10 Attorneys for Plaintiffs
11 ANTHONY E. HELD, PH.D., P.E. and
12 JOHN MOORE

FILED

MAR 07 2012

KIM TURNER
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF MARIN

15 UNLIMITED CIVIL JURISDICTION

16 ANTHONY E. HELD, PH.D., P.E., and
17 JOHN MOORE

18 Plaintiffs,

19 v.

20 ALTICOR, INC.; AMICI ACCESSORIES,
21 LTD.; ATICO INTERNATIONAL USA, INC.;
22 BALLET JEWELS, LLC; BOSS
23 MANUFACTURING COMPANY; CAROLE
24 FABRICS, INC.; GURWITCH PRODUCTS,
25 L.L.C.; J.C. PENNEY CORPORATION, INC.;
26 LEISURE ARTS, INC.; LEVI STRAUSS &
27 CO.; MARC FISHER LLC; MICHAELS
28 STORES, INC.; MUD PIE, LLC; THE WALT
DISNEY COMPANY; TOMMY BAHAMA
GROUP, INC.; WESTERN DIGITAL
CORPORATION; WILLIAMS-SONOMA,
INC.; *et al.*,

Defendants.

) Case No.: CIV-1105882

) **[REVISED PROPOSED] JUDGMENT**
) **PURSUANT TO TERMS OF**
) **PROPOSITION 65 SETTLEMENT AND**
) **CONSENT JUDGMENT**

) Date: March 7, 2012

) Time: 8:30 a.m.

) Dept.: B

) Judge: Hon. Roy O. Chernus

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In the above-entitled action, Plaintiffs ANTHONY E. HELD, PH.D., P.E. and JOHN MOORE, and Defendants ALTICOR, INC., AMICI ACCESSORIES, LTD., ATICO INTERNATIONAL USA, INC., BALLETT JEWELS, LLC, BOSS MANUFACTURING COMPANY, CAROLE FABRICS, INC., GURWITCH PRODUCTS, L.L.C., J.C. PENNEY CORPORATION, INC., LEISURE ARTS, INC., LEVI STRAUSS & CO., MARC FISHER LLC, MICHAELS STORES, INC., MUD PIE, LLC, THE WALT DISNEY COMPANY, TOMMY BAHAMA GROUP, INC., WESTERN DIGITAL CORPORATION and WILLIAMS-SONOMA, INC. having agreed that a judgment be entered pursuant to the terms of the Consent Judgment entered into by the parties in resolution of this Proposition 65 action, and following the issuance of an order approving the Parties' settlement agreement on March __, 2012.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered in accordance with the terms of the Consent Judgment attached hereto as Exhibit 1 and the Court's approval order. By stipulation of the parties, the Court will retain jurisdiction under Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: MAR 07 2012

ROY CHERNUS
JUDGE OF THE SUPERIOR COURT

Exhibit 1

1 Clifford A. Chanler (Bar No. 135534)
2 Josh Voorhees (Bar No. 241436)
3 Troy C. Bailey (Bar No. 277424)
4 THE CHANLER GROUP
5 2560 Ninth Street
6 Parker Plaza, Suite 214
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10 Attorneys for Plaintiffs
11 ANTHONY E. HELD, Ph.D., P.E. and
12 JOHN MOORE

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF MARIN

15 ANTHONY E. HELD, Ph.D., P.E., and
16 JOHN MOORE,

17 Plaintiffs

18 v.

19 ALTICOR, INC.; BALLETT JEWELS, LLC; J.C.
20 PENNEY CORPORATION, INC; GURWITCH
21 PRODUCTS, L.L.C.; LEISURE ARTS, INC.;
22 MARC FISHER LLC; MICHAELS STORES,
23 INC; THE WALT DISNEY COMPANY;
24 TOMMY BAHAMA GROUP, INC.;
25 WESTERN DIGITAL CORPORATION;
26 WILLIAMS-SONOMA, INC; and DOES 1-150,
27 inclusive,

28 Defendants.

) Case No. CIV1105882

) **[PROPOSED] CONSENT**
) **JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1** The parties to this [Proposed] Consent Judgment (“Consent Judgment”) are
3 plaintiffs, Anthony E. Held, Ph.D., P.E. (“Held”) and John Moore (“Moore”) (collectively,
4 “Plaintiffs”), and the entities that execute this Consent Judgment (“Settling Defendants”).
5 Settling Defendants and Plaintiffs are the “Parties” to this Consent Judgment.

6 **1.2** Plaintiffs are individuals residing in the State of California who seek to promote
7 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
8 hazardous substances contained in consumer products. Commencing in late 2010 and
9 continuing through 2011, 60-Day Notices of Violation under the Safe Drinking Water and Toxic
10 Enforcement Act of 1986, California Health and Safety Code Section 25249.5 *et seq.*
11 (“Proposition 65”) were served on the Settling Defendant alleging that the entities named in
12 those notices violated Proposition 65 by exposing persons to certain phthalate chemicals listed
13 under Proposition 65 contained in specific consumer products without first providing a clear and
14 reasonable warning regarding the risk of reproductive harm from such listed chemicals.

15 **1.3** Each Settling Defendant employs ten or more persons, is a person in the course
16 of doing business for purposes of Proposition 65, and has received a 60-Day Notice of Violation
17 alleging that it manufactures, distributes, or offers Covered Products (as further defined in
18 Section 2.2 below) for sale in the State of California or has done so in the past. Each Settling
19 Defendant represents that, as of the date it executes this Consent Judgment, it believes that no
20 public enforcer is diligently prosecuting a Proposition 65 enforcement action related to
21 Proposition 65 listed phthalate chemicals in its products. Phthalate chemicals listed under
22 Proposition 65 include di(2-ethylhexyl)phthalate (“DEHP”), butyl benzyl phthalate (“BBP”),
23 and di-n-butyl phthalate (“DBP”). DEHP, BBP, and DBP are collectively referred to herein as
24 “Listed Phthalate Chemicals.”

25 **1.4** On or before December 5, 2011, Held and Moore shall have filed a complaint in
26 the Superior Court of California for the County of Marin, naming each Settling Defendant and
27 alleging Proposition 65 violations as to the Listed Phthalate Chemicals in the Covered Products
28 applicable to each Settling Defendant (hereinafter “Action” or “Complaint”). For any Settling

1 Defendant as to which a 60-Day Notice of Violation has not been issued for at least sixty days
2 plus service time as of December 5, 2011, provided that no authorized public prosecutor names
3 such Settling Defendant in a Proposition 65 enforcement action concerning its Covered Products
4 in the interim, the Complaint and this Consent Judgment shall be deemed amended to include
5 that Settling Defendant at the time the sixty day plus service time period associated with its 60
6 Day Notice of Violation has run. Each Settling Defendant shall be responsible for any
7 appearance fees it is required to pay in the Action.

8 **1.5** The Settling Defendants herein agree to implement reformulation following the
9 time schedule set forth herein, which will obviate the need for instituting a Proposition 65
10 warning program with regard to the presence of Listed Phthalate Chemicals in the Covered
11 Products.

12 **1.6** For purposes of this Consent Judgment only, the Parties stipulate that this Court
13 has subject matter jurisdiction over the allegations applicable to each Settling Defendant in the
14 Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in the
15 Complaint, that venue is proper in the County of Marin, and that this Court has jurisdiction to
16 enter and oversee this Consent Judgment pursuant to Proposition 65 and California Code of
17 Civil Procedure § 664.6.

18 **1.7** Nothing in this Consent Judgment is or shall be construed as an admission by the
19 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
20 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
21 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
22 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
23 other legal proceeding. This Consent Judgment is the product of negotiation and compromise
24 and is accepted by the Parties for purposes of settling, compromising and resolving issues
25 disputed in this Action.

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1 **2. DEFINITIONS**

2 **2.1** "Accessible Component" means a poly vinyl chloride or other soft plastic, vinyl,
3 or synthetic leather component of a Covered Product or Additional Product that could be
4 touched by a person during reasonably foreseeable use.

5 **2.2** "Covered Products" means and is limited to, for each Settling Defendant, the
6 specific Covered Products containing a Listed Phthalate Chemical that are sold or offered for
7 sale or use in California and identified by each Settling Defendant on its Exhibit A that are: (a)
8 Manufactured (as defined in Section 2.5 below) by or on behalf of a Settling Defendant; (b)
9 distributed or otherwise transferred to a third party by a Settling Defendant; or (c) sold or
10 offered for retail sale, including internet and/or catalogue sales, as a Private Label Covered
11 Product by a Settling Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary,
12 or affiliated entity within the same corporate family that is under common ownership of the
13 Private Labeler of such product. Specifically excluded from the definition of Covered Products
14 are (i) any and all products that are intended primarily for use by persons ages twelve and
15 younger, and (ii) any products for which an authorized public prosecutor has initiated an
16 enforcement action pursuant to Proposition 65 prior to the date on which the associated Settling
17 Defendant has been named in or deemed to be named in the Complaint.

18 **2.3** "Additional Products" means and is limited to, for each Settling Defendant, the
19 specific Additional Products containing a Listed Phthalate Chemical that are sold or offered for
20 use in California and identified by each Settling Defendant on its Exhibit A, and that are: (a)
21 Manufactured (as defined in Section 2.5 below) by a Settling Defendant; (b) distributed or
22 otherwise transferred to a third party by a Settling Defendant; or (c) sold or offered for retail
23 sale, including internet and/or catalogue sales, as a Private Label Covered Product by a Settling
24 Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity
25 within the same corporate family that is under common ownership of the Private Labeler of such
26 product. Except as provided under Section 8.6 below, Additional Products are not Covered
27 Products, but are subject to certain terms of this Consent Judgment, including its injunctive
28 terms.

1 **2.4** “Reformulation Standard” means a maximum concentration, by weight, of
2 DEHP, BBP and DBP each, of 1,000 parts per million or less, in each Accessible Component.

3 **2.5** “Effective Date” means December 16, 2011.

4 **2.6** “Manufactured” and “Manufactures” have the meaning defined in Section
5 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended
6 from time to time.

7 **2.7** “Private Label Covered Product” means a Product that bears a private label
8 where (i) the product (or its container) is labeled with the brand or trademark of an entity other
9 than the manufacturer of the product, (ii) the entity with whose brand or trademark the product
10 (or container) is labeled has authorized or caused the product to be so labeled, and (iii) the brand
11 or trademark of a manufacturer of such product does not appear on such label.

12 **2.8** “Private Labeler” means an owner or licensee of a brand or trademark on the
13 label or other packaging of a product which bears a private label; provided, however, that a
14 Settling Defendant is not a Private Labeler due solely to the fact that its name, brand or
15 trademark is visible on a sign or on the price tag of a Product that is not labeled with a third
16 party’s brand or trademark.

17 **2.9** “Settling Defendant” means a defendant that executes this Consent Judgment on
18 or before the Effective Date. Parents, subsidiaries, and affiliated entities that are under common
19 ownership or control with a Settling Defendant, and which are persons in the course of doing
20 business within the meaning of Proposition 65 with respect to the Covered Products associated
21 with the Settling Defendant as denominated on Exhibit A, will be deemed to be included as
22 Settling Defendants under this Consent Judgment to the extent they are specifically
23 denominated with the listing of the Settling Defendant’s name on Exhibit A (and, if so
24 denominated on Exhibit A, they shall be subject to the injunctive relief terms set forth herein).

25 **2.10** “Vendor” means a person or entity that Manufactures, imports, distributes, or
26 otherwise supplies a Covered Product or Additional Product to a Settling Defendant, and that is
27 not itself a Settling Defendant.

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1 **3. INJUNCTIVE RELIEF - REFORMULATION**

2 **3.1 Reformulation Obligation.** No more than 30 days after the Effective Date, each
3 Settling Defendant shall provide the Reformulation Standard to its then-current Vendors of
4 Covered Products and Additional Products that will be sold or offered for sale to California
5 consumers and shall instruct each Vendor to use reasonable efforts to provide Covered Products
6 and Additional Products that comply with the Reformulation Standard expeditiously. In
7 addressing the obligation set forth in the preceding sentence, Settling Defendants shall not
8 employ statements that will encourage a Vendor to delay compliance with the Reformulation
9 Standard. Upon request, each Settling Defendant shall provide Plaintiffs with copies of such
10 Vendor notification and Plaintiffs shall regard such copies as confidential business information.

11 **3.1.1** Commencing on December 15, 2012, a Settling Defendant shall not
12 purchase, import, manufacture, or supply to an unaffiliated third party (such as a retailer that is
13 not within the Settling Defendant's corporate family), any Covered Product or Additional
14 Product (as designated for them on Exhibit A) that will be sold or offered for sale to California
15 consumers that exceeds the Reformulation Standard.

16 **3.1.2** Provided that a Settling Defendant has complied with the
17 Reformulation Obligation set forth in Section 3.1 above, sales of Covered Products that were
18 purchased, imported, manufactured, or supplied to unaffiliated third parties prior to the deadline
19 for implementation of the Reformulation Standard set forth in subsection 3.1.1 above shall not
20 be separately actionable in another case brought pursuant to Section 25249.7(d) of the Health
21 and Safety Code alleging a failure to warn for the Listed Phthalate Chemicals under Proposition
22 65.

23 **4. ENFORCEMENT**

24 **4.1** Any Party may, by motion or application for an order to show cause before this
25 Court, enforce the terms and conditions contained in this Consent Judgment.

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1 **5. PAYMENTS**

2 **5.1 Payments.**

3 **5.1.1** Each Settling Defendant as to whom subsections 5.1.2 and 5.1.3 do
4 not apply shall pay a base settlement amount totaling \$41,500, of which \$10,000 is for a civil
5 penalty pursuant to Health and Safety Code Section 25249.7(b), and \$31,500 of which is for
6 reimbursement of a portion of Plaintiffs' attorneys' fees and costs.¹

7 **5.1.2 Payment by Settling Defendants with Low Volume Sales.** Settling
8 Defendants who certify on their Exhibit A that they had California sales of more than 1,000 total
9 consumer units but less than 3,000 total consumer units of Covered Products and Additional
10 Products, identified by that Settling Defendant on its Exhibit A, in calendar year 2010 shall pay
11 \$8,000 in civil penalties pursuant to Health & Safety Code section 25249.7(b) and \$28,000 for
12 reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

13 **5.1.3 Payment by Settling Defendants with De Minimis Sales.** Settling
14 Defendants who certify on their Exhibit A that they had California sales of less than 1,000 total
15 consumer units of Covered Products and Additional Products, identified by that Settling
16 Defendant on its Exhibit A in calendar year 2010 shall pay \$4,000 in civil penalties pursuant to
17 Health & Safety Code Section 25249.7(b) and \$24,000 for reimbursement of a portion of
18 Plaintiffs' attorneys' fees and costs.

19 **5.1.4 Settling Defendants Subject to an Existing Complaint.** If a Settling
20 Defendant or its Defendant Releasees or Downstream Defendant Releasees is a defendant in
21 another complaint filed by Moore or Held, alleging a violation of Proposition 65 due to
22 exposure to DEHP, BBP, and/or DBP in a Covered Product or Additional Product identified by
23 the Settling Defendant on Exhibit A, and the allegations of that complaint have not been
24 otherwise resolved at the time it executes the agreement, the Settling Defendant shall pay a

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26 ¹ The initial penalty assessed was \$50,000 of which \$40,000 was automatically credited in light of each Settling
27 Defendant's commitment to reformulate its product lines to essentially remove the presence of the Listed Phthalate
28 Chemicals. All statutory civil penalties shall be allocated, as follows: 25% shall be paid to Plaintiffs and the
remaining 75% shall be paid to the State of California's Office of Environmental Health Hazard Assessment
("OEHHHA"). The civil penalties recovered by Plaintiffs shall be apportioned with 12.5% going to Held and 12.5%
going to Moore. This division shall apply to all civil penalties recovered under this Consent Judgment.

1 supplemental charge in addition to the payment required in Sections 5.1.1, 5.1.2, or 5.1.3,
2 respectively. The supplemental charge shall cover fees and expenses incurred by Plaintiffs for
3 activities associated with the original filing of said existing complaint, on-going litigation,
4 and/or activities associated with the subsequent dismissal of said complaint without prejudice.
5 The supplemental charge shall be \$10,000 if the complaint has been on file for less than 60
6 days, \$20,000 if the complaint has been on file for 60 days or more and discovery has been
7 propounded by either Party, and \$35,000 if the complaint has been on file for 180 days or more
8 and objections and/or substantive responses to discovery have been served on the other Party.

9 **5.2 Payment Procedures.**

10 **5.2.1** All payments required by Section 5.1 shall be delivered on or before
11 December 16, 2011, and shall be held in trust until the Court approves the Consent Judgment.
12 Settling Defendants have the option of depositing the required payments into their attorneys'
13 trust accounts or into The Chanler Group's trust account. If directed to the latter, the settlement
14 funds shall be made payable by checks, as follows: (a) "The Chanler Group in Trust for
15 OEHHA" in an amount equal to 75% of the civil penalty; (b) "The Chanler Group in Trust for
16 Anthony E. Held" in an amount equal to 50% of 25% of the penalty (i.e., 12.5% of the penalty);
17 (c) "The Chanler Group in Trust for John Moore" in an amount equal to 50% of 25% of the
18 penalty (i.e., 12.5% of the penalty); and (d) "The Chanler Group in Trust" in the amount
19 required pursuant to section 5.1 above. If directed to the former, within 5 days after receipt of
20 notice that the Consent Judgment has been approved, checks made out in the same manner as (a)
21 - (d) shall be delivered to the Chanler Group by certified mail or by overnight courier service.

22 **5.2.2** After the Consent Judgment has been approved, Settling Defendants shall
23 issue a 1099 form to each of the following entities: (a) Office of Environmental Health Hazard
24 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) for the civil penalties
25 payable to OEHHA; (b) Anthony E. Held, whose address and tax identification number shall be
26 furnished upon request, for the civil penalties payable to Anthony E. Held; (c) John Moore,
27 whose address and tax identification number shall be furnished upon request, for the civil
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1 penalties payable to John Moore; and (d) The Chanler Group (EIN: 94-3171522) for the
2 associated amounts to be paid to each pursuant to Sections 5.1 and 5.1.2 above.

3 **5.2.3** If the Court does not approve the Consent Judgment, all funds tendered into
4 any trust account shall be refunded in full as required by Section 8.4 below.

5 **5.2.4** All payments transmitted to the Chanler Group shall be delivered to the
6 following address:

7 The Chanler Group
8 Attn: Proposition 65 Controller
9 2560 Ninth Street
10 Parker Plaza, Suite 214
11 Berkeley, CA 94710

12 **6. CLAIMS COVERED AND RELEASED**

13 **6.1** This Consent Judgment is a full, final and binding resolution between Plaintiffs
14 on behalf of themselves and their privies acting in the public interest, and each Settling
15 Defendant, and their parents, subsidiaries, affiliated entities that are under common ownership
16 or control, directors, officers, employees, and attorneys (“Defendant Releasees”), and each
17 entity to whom they directly or indirectly distribute or sell Covered Products, including but not
18 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members,
19 licensors, and licensees (“Downstream Defendant Releasees”) of any violation of Proposition 65
20 that was or could have been asserted in the Complaint against Settling Defendants, Defendant
21 Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged
22 exposure to Listed Phthalate Chemicals contained in Covered Products that were purchased,
23 imported, manufactured or supplied to a third party by a Settling Defendant prior to the date on
24 which the Court enters this Consent Judgment or the date on which an amended Exhibit A is
25 filed with the Court pursuant to Section 8.6 below if that occurs thereafter. This release is
26 limited to those claims that arise under Proposition 65 with respect to Listed Phthalate
27 Chemicals in the Covered Products associated with the Settling Defendants, as such claims
28 relate to the alleged failure to warn under Health & Safety Code § 25249.6 and to only those
Covered Products designated for each Settling Defendant on Exhibit A, and as to those Covered
Products and Listed Phthalate Chemicals for which they receive a 60-Day Notice of Violation.

1 **6.1.1 Downstream Defendant Releasees.** A Settling Defendant may, but is
2 not required, to list on Exhibit A any or all of its Downstream Defendant Releasees to whom
3 Section 6 applies. The failure to so list does not affect the release given to the Downstream
4 Releasees of any Settling Defendant.

5 **6.2** In further consideration of the promises and agreements herein contained, the
6 injunctive relief commitments set forth in Section 3, and for the payments to be made pursuant
7 to Section 5, Plaintiffs on behalf of themselves, their past and current agents, representatives,
8 attorneys, successors, and/or assignees, and their privies acting in the public interest, hereby
9 waive all rights to institute or participate in, directly or indirectly, any form of legal action and
10 release all claims, including, without limitation, all actions, and causes of action, in law or in
11 equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or
12 expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of
13 any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"),
14 against Settling Defendants, each of their Defendant Releasees, and each of their Downstream
15 Defendant Releasees. This release is limited to those claims that arise under Proposition 65
16 with respect to Listed Phthalate Chemicals in the Covered Products associated with the Settling
17 Defendants, as such claims relate to the alleged failure to warn under Health & Safety Code §
18 25249.6 and to only those Covered Products designated for each Settling Defendant on Exhibit
19 A, including as it may be amended pursuant to Section 8.6 below, and as to those Covered
20 Products and Listed Phthalate Chemicals for which they receive a 60-Day Notice of Violation.

21 **6.3** Plaintiffs also, in their individual capacity only and *not* in their representative
22 capacity, provide a release herein which shall be effective as a full and final accord and
23 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,
24 damages, losses, claims, liabilities and demands of Plaintiffs of any nature, character or kind,
25 known or unknown, suspected or unsuspected, arising out of, whether alleged or actual, the
26 subject matter of the Complaint and including exposure to, any chemical listed under
27 Proposition 65 in Covered Products or Additional Products as identified by each Settling
28 Defendant on Exhibit A. Nothing in this Section affects Plaintiffs' rights to commence or

1 prosecute an action under Proposition 65 against a Downstream Defendant Releasee that does
2 not involve a Settling Defendant's Covered Products or Additional Products as identified on
3 Exhibit A.

4 **6.4** Settling Defendants waive any and all claims against Plaintiffs, their attorneys,
5 and other representatives for any and all actions taken or statements made (or those that could
6 have been taken or made) by Plaintiffs and their attorneys and other representatives, whether in
7 the course of investigating claims or otherwise seeking enforcement of Proposition 65 against
8 them in this matter, and/or with respect to the Covered Products and Additional Products.

9 **6.5** Compliance with the terms of this Consent Judgment by a Settling Defendant
10 constitutes compliance with Proposition 65 with respect to the Listed Phthalate Chemicals in
11 that Settling Defendant's Covered Products as identified on Exhibit A, including as it may be
12 amended pursuant to Section 8.6 below.

13 **6.6** Nothing in this Section 6 affects Plaintiffs' or their privies acting in the public
14 interest, rights to commence or prosecute an action under Proposition 65 against any person
15 other than a Settling Defendant, Defendant Releasee, or Downstream Defendant Releasee.

16 **6.7** Nothing in this Section 6 affects Plaintiffs' or their privies acting in the public
17 interest, rights to commence or prosecute an action under Proposition 65 against a Downstream
18 Defendant Releasee that does not involve a Settling Defendant's Covered Products as identified
19 on Exhibit A, including as it may be amended pursuant to Section 8.6 below.

20 **7. NOTICE**

21 **7.1** When any Party is entitled to receive any notice under this Consent Judgment,
22 the notice shall be sent by regular first class mail and electronic mail to the person identified in
23 Exhibit B to this Consent Judgment. Notices to Plaintiffs shall be addressed to:

24 The Chanler Group
25 Attn: Proposition 65 Coordinator
26 Parker Plaza
27 2560 Ninth Street, Suite 214
28 Berkeley, CA 94710

Any Party may modify the person and address to whom the notice is to be sent by
sending each other Party notice by mail and/or other verifiable form of written communication.

1 **8. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

2 **8.1** The Parties acknowledge that, pursuant to California Health & Safety Code §
3 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. In
4 furtherance of obtaining such approval, the Parties and their respective counsel agree to
5 mutually employ their best efforts to support the entry of this agreement as a Consent Judgment
6 and obtain approval of the Consent Judgment by the Court in a timely manner. For purposes of
7 this section, best efforts shall include, at a minimum, cooperating on the drafting and filing of
8 any papers in support of the required motion for judicial approval.

9 **8.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties
10 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to
11 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions
12 reasonably necessary to amend and/or modify this Consent Judgment in order to further the
13 mutual intention of the Parties in entering into this Consent Judgment.

14 **8.3** If this Consent Judgment is not entered by the Court within one year of the
15 Effective Date, it shall be of no force or effect and shall never be introduced into evidence or
16 otherwise used in any proceeding for any purpose other than to determine the rights or
17 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

18 **8.4** If this Consent Judgment is not entered by the Court, and the Parties have
19 exhausted their meet and confer efforts pursuant to Section 8.2, upon 15 days written notice, the
20 law firm holding a Settling Defendant's funds in trust shall refund any and all payments made
21 into its trust account by that Settling Defendant as requested.

22 **8.5** If this Consent Judgment is entered by the Court, within 15 days after such order
23 becomes final and the time to appeal has lapsed, Plaintiffs shall dismiss without prejudice any
24 pending action, aside from this Action, alleging violations of Proposition 65 released herein.

25 **8.6** Upon the written request of a Settling Defendant, made within one year of the
26 date on which the Consent Judgment is entered by the Court and provided that they determine
27 that there is a reasonable basis therefore, Plaintiffs shall issue a 60-Day Notice of Violation
28 pursuant to Health & Safety Code §25249.7, as to one or more of the Settling Defendant's

1 Additional Products, as requested by the Settling Defendant. The Settling Defendant shall
2 cooperate with Plaintiffs in providing additional information or representations necessary to
3 enable Plaintiffs to issue such Notice and a valid Certificate of Merit concerning the Additional
4 Products. Upon the expiration of the requisite notice period, Plaintiffs shall, file with the Court
5 and serve on the Attorney General's office an amended Exhibit A as to the Settling Defendant to
6 reflect the conversion of the one or more Additional Products to Covered Products such that
7 they will also be subject to Sections 6.1, 6.2, and 6.5 above. Pursuant to CCP §§ 1021 and
8 1021.5, Plaintiffs and their counsel are entitled to and may seek their reasonable fees and costs
9 incurred issuing the notice and filing the amended Exhibit A, in an amount not to exceed
10 \$9,500, which payment shall be made to The Chanler Group upon filing of the Amended
11 Exhibit A; Plaintiff's counsel shall seek Court approval of such fees.

12 **8.7** Upon the written request of a supplier, Manufacturer or distributor whose
13 Covered Products or Additional Products are subject to a 60-Day Notice issued to a retailer or
14 other entity in its chain of distribution, made within one year of the date on which the Consent
15 Judgment is entered by the Court, Plaintiffs shall use reasonable efforts to issue a 60-Day Notice
16 of Violation pursuant to Health & Safety Code §25249.7, as to one or more of the supplier,
17 Manufacturer or distributor's Covered Products and/or Additional Products, as requested by the
18 supplier, Manufacturer or distributor. Such supplier, Manufacturer or distributor shall cooperate
19 with Plaintiffs in providing information or representations necessary to enable Plaintiffs to issue
20 such Notice and a valid Certificate of Merit concerning the Covered Products and/or Additional
21 Products to the supplier, Manufacturer or distributor. Upon the expiration of the requisite notice
22 period, Plaintiffs shall use reasonable efforts to file a complaint in this Court alleging violations
23 of Proposition 65 with respect to the supplier, Manufacture or distributor and the Covered
24 Products and/or Additional Products, and shall seek the Court's approval of a [Proposed]
25 Consent Judgment incorporating the terms of this settlement agreement, including payment
26 terms consistent with those set forth in Section 5 of this Consent Judgment, which shall apply to
27 the supplier, Manufacturer or distributor.

1 **9. ATTORNEYS' FEES**

2 **9.1** Except as otherwise provided in this Consent Judgment, each Party and their
3 privies, shall bear its own attorneys' fees and costs, including, but not limited to, claims under
4 CCP §1021.5 or any other provision of law.

5 **10. OTHER TERMS**

6 **10.1** The terms of this Consent Judgment shall be governed by the laws of the State of
7 California.

8 **10.2** This Consent Judgment shall apply to and be binding upon Plaintiffs and their
9 privies, and Settling Defendants, and their respective divisions, subdivisions, and subsidiaries,
10 and the successors or assigns of any of them.

11 **10.3** This Consent Judgment contains the sole and entire agreement and understanding
12 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and
13 any and all prior discussions, negotiations, commitments, or understandings related thereto, if
14 any, are deemed merged. There are no warranties, representations, or other agreements between
15 the Parties except as expressly set forth in this Consent Judgment. No representations, oral or
16 otherwise, express or implied, other than those specifically referred to in this Consent Judgment
17 have been made by any Party. No other agreements not specifically contained or referenced in
18 this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.
19 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
20 binding unless executed in writing by the Party to be bound. No waiver of any of the provisions
21 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
22 provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

23 **10.4** Nothing in this Consent Judgment shall release, or in any way affect any rights
24 that any Settling Defendant might have against any other party, whether or not that party is a
25 Settling Defendant.

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1 **10.5.** The stipulations to this Consent Judgment may be executed in counterparts and
2 by means of facsimile or portable document format (.pdf), which taken together shall be deemed
3 to constitute one document.

4 **10.6** Each signatory to this Consent Judgment certifies that he or she is fully
5 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
6 into and execute the Consent Judgment on behalf of the Party represented and to legally bind
7 that Party.

8 **10.7** The Parties, including their counsel, have participated in the preparation of this
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
10 This Consent Judgment was subject to revision and modification by the Parties and has been
11 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
12 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
13 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
14 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are
15 to be resolved against the drafting Party should not be employed in the interpretation of this
16 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section
17 1654.
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IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Anthony E Held

Signature

Date:

APPROVED

By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore

Signature

Date:

DECEMBER 1, 2011

AGREED TO:

Defendant, _____
Entity

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

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

**IT IS SO STIPULATED:
AGREED TO:**

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

Signature

Signature

Date: _____

Date: _____

AGREED TO:

Defendant, AMERICAN APPAREL, INC., AMERICAN APPAREL USA, LLC, + AMERICAN APPAREL RETAIL, INC.
Entity

[Signature]
Signature

By: JOSE PERULLO
Print Name

Its: PLIFF LITIGATION COUNSEL
Title

Date: 12/21/2011

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

IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Plaintiff, JOHN MOORE

Signature

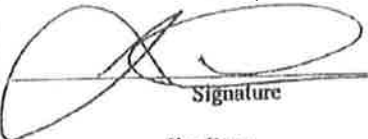
Signature

Date: _____

Date: _____

AGREED TO:

Defendant, Amjol Accessories, Ltd
Entity



Signature

By: Jim Dunn
Print Name

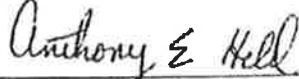
Its: President
Title

Date: 12.15.11

1 **IT IS SO STIPULATED:**

2 **AGREED TO:**

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

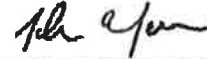
4 

5 Signature

6 Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE



Signature

Date: **DECEMBER 1, 2011**

8
9 **AGREED TO:**

10 Defendant, Amway Corp.

11 Entity

12 

13 Signature

14 By: Kim S. Mitchell

15 Print Name

16 Its: Assistant Secretary

17 Title

18 Date: December 6, 2011

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1 **IT IS SO STIPULATED:**

2 **AGREED TO:**

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Plaintiff, JOHN MOORE

4 *Anthony E Held*

John Moore

5 Signature

Signature

6 Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

Date: DECEMBER 11 2011

8
9 **AGREED TO:**

10 Defendant, *Arice International USA, Inc.*
11 Entity

12 *Steve Felton*
13 Signature

14 By: *Steve Felton*
15 Print Name

16 His: *C.E.O.*
17 Title

18 Date: *12/13/11*
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IT IS SO STIPULATED:

AGREED TO:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

Anthony E. Held
Signature

John Moore
Signature

Date: APPROVED
By Anthony Held at 4:54 pm, Nov 10, 2011

Date: DECEMBER 1, 2011

AGREED TO:

Defendant: Baker JONES LLC
Entity

[Signature]
Signature

By: [Print Name]
Print Name

Its: [Title]
Title

Date: [Date]

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IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Anthony E Held

Signature

Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore

Signature

Date: **DECEMBER 1, 2011**

AGREED TO:

Defendant, Boss Manufacturing Company
Entity

James F. Sanders

Signature

By: James F. Sanders
Print Name

Its: Vice President
Title

Date: 12-15-2011

1 **IT IS SO STIPULATED:**

2 **AGREED TO:**

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

4 *Anthony E Held*

5 Signature

6 Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore

Signature

Date: **DECEMBER 1, 2011**

8
9 **AGREED TO:**

10 Defendant, *Carole Fabrics Corporation*
11 Entity

12
13 *NW Quinn*

Signature

14 By: *N. Quinn*
15 Print Name

16 Its: *Pres.*
17 Title

18 Date: *12/15/11*

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IT IS SO STIPULATED:

AGREED TO:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

Anthony E Held
Signature

John Moore
Signature

Date: APPROVED
By Anthony Held at 4:54 pm, Nov 29, 2011

Date: DECEMBER 11, 2011

AGREED TO:

Defendant, Gurwitch Products, L.L.C.
Entity

Scott Widro
Signature

By: Scott Widro
Print Name

Its: Executive Vice President Operations & Supply Chain
Title

Date: 12-7-11

1 IT IS SO STIPULATED:

2 AGREED TO:

AGREED TO:

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

4 *Anthony E Held*

John Moore

5 Signature

Signature

6 Date: **APPROVED**
By Anthony Held at 4:34 pm, Nov 30, 2011

Date: DECEMBER 1, 2011

9
10 AGREED TO:

11 Defendant, *JC Penney*

Entity

12 *Siiri Dougherty*

Signature

13 By: *Siiri Dougherty*

Print Name

14
15
16 Its: *Div VP/Div Merchandise Manager*

Title

17 Date: DECEMBER 5, 2011

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1 IT IS SO STIPULATED:

2 AGREED TO:

AGREED TO:

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

4 Anthony E Held
5 Signature

John Moore
Signature

6 Date: **APPROVED**
7 By Anthony Held at 4:54 pm, Nov 30, 2011

Date: DECEMBER 1, 2011

9
10 AGREED TO:

11 Defendant, LEISURE ARTS, Inc.
12 Entity

13 Jim Dittreich
14 Signature

15 By: JIM DITTRICH
16 Print Name

17 Its: Vice President, Operations
18 Title

19 Date: 7 DEC 2011

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1 **IT IS SO STIPULATED:**

2 **AGREED TO:**

3 Plaintiff, ANTHONY E. HELL, Ph.D., P.E.

4 Anthony E. Hell
5 Signature

6 **APPROVED**
7 Date: By Anthony Hell at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore
Signature

Date: December 1, 2011

9 **AGREED TO:**

10 Defendant, Levi Strauss & Co.
11 Entity

12 Harold M. ...
13 Signature

14 By: Harold M. ...
15 Print Name

16 Its: Global HR & Litigation Course
17 Title

18 Date: 11/15/11

28

1 **IT IS SO STIPULATED:**

2 **AGREED TO:**

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Plaintiff, JOHN MOORE

4 *Anthony E. Held*

John Moore

5 Signature

Signature

6 Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

7 Date: **DECEMBER 1, 2011**

8
9 **AGREED TO:**

10 Defendant, *Marc Fisher LLC*
11 Entity

12 *[Signature]*
13 Signature

14 By: *Matthew Bennis*
15 Print Name

16 Its: *CFO*
17 Title

18 Date: *12/5/11*

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1 **IT IS SO STIPULATED:**

2 **AGREED TO:**

AGREED TO:

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

4 Anthony E Held

John Moore

5 Signature

Signature

6 Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

7 Date: DECEMBER 1, 2011

8
9 **AGREED TO:**

10 Defendant, MICHAELS STONES, INC.
11 Entity

12 [Signature]

13 Signature

14 By: MICHAEL J. VEITENHEIMER
15 Print Name

16 Its: SVP & General Counsel
17 Title

18 Date: 12/7/11

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IT IS SO STIPULATED:

AGREED TO:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

Anthony E Held

John Moore

Signature

Signature

Date: APPROVED
By Anthony Held at 4:54 pm, Nov 30, 2011

Date: DECEMBER 1, 2011

AGREED TO:

Defendant, MUD PIE LLC
Entity

Fred Pannetk

Signature

By: FRED PANNETK
Print Name

Its: PRESIDENT
Title

Date: 1-3-2012

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IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Anthony E Held

Signature

Date:

APPROVED

By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore

Signature

Date: **DECEMBER 1, 2011**

AGREED TO:

Defendant, Tommy Bohannan Group, Inc.
Entity

Boy Wood
Signature

By: Boy Wood
Print Name

Its: President & Chief Operating Officer
Title

Date: 12/12/11

1 IT IS SO STIPULATED:

2 AGREED TO:

AGREED TO:

3 Plaintiff ANTHONY H. HELD, Ph.D., P.E.

Plaintiff JOHN MOORE

4 *Anthony E Held*

John Moore

5 Signature

Signature

6 APPROVED
7 Date: *By Anthony Held at 4:54 pm, Nov 30, 2011*

Date: *DECEMBER 1, 2011*

8
9
10 AGREED TO:

11 Defendant, *Western Digital Corporation*
Entity

12
13 *Eva Lehman*

Signature

14 By: *Eva Lehman*

Print Name

15
16
17 Its: *Assistant General Counsel*
Title

18 Date: *December 5, 2011*

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IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Anthony E Held
Signature

Date: **APPROVED**
By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore
Signature

Date: DECEMBER 1, 2011

AGREED TO:

Defendant, WILLIAMS - SONOMA, INC.
Entity

[Signature]
Signature

By: JANET HAYES
Print Name

Its: PRESIDENT, POTERY BARN KIDS AND PBteen
Title

Date: DECEMBER 5, 2011

1 IT IS SO STIPULATED:

2 AGREED TO:

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

4 Anthony E. Held
5 Signature

6 APPROVED
7 Date: By Anthony Held at 11:51 AM on Dec 30 2011

AGREED TO:

Plaintiff, JOHN MOORE

John Moore
Signature

Date: December 1, 2011

8
9 AGREED TO:

10 Defendant, Zone Enterprises of Anaheim, LLC

11 Entity
12 [Signature]
13 Signature

14 By: Janet Knox
15 Print Name

16 Its: Assistant Secretary
17 Title

18 Date: 12-8-2011

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

American Apparel, Inc.; American Apparel USA,
LLC

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

American Apparel Retail, Inc.

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

- i. Bags and other carrying cases

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

AMICI ACCESSORIES, Ltd

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

STYLES FOR LESS

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Insert category;
2. Insert category; ...
3. ..

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

1. Insert category; ...
2. Insert category; ...

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
STYLES FUR TRIM HANDBAG, UPC # 416000006100	46
Additional Product Name, SKU, and/or Number	Number of Units Sold

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Amway Corp.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

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Covered Product Name, SKU, and/or Number	Number of Units Sold
<u>Personal Accents Brittany Jewelry Travel Case.</u>	<u>88</u>
<u>Item #748371</u>	---
_____	---
_____	---
_____	---
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_____	---
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	---
_____	---
_____	---
_____	---
_____	---
_____	---

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Atico International USA, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Walgreen Co.

CVS Pharmacy, Inc.

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Footwear (e.g., flipflops, sandals, shoes);
2. Covers/cases/bags/cords for mobile electronic devices (e.g., telephones, cameras, MP3 players, CDs/DVDs, videogames, radios, tablets and laptops).

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

1. Handbags, purses, clutches and totes;
2. Hand tools and hardware (including hooks, suction cups, etc.);
3. Key holders, key chains, and key caps;
4. Luggage tags and ID cases;
5. Products with bag charms and zipper pulls attached;
6. Kitchen utensils;
7. Covers/sleeves/handles for books, planners, journals, diaries, and photo albums;
8. Cosmetic/toiletry cases/bags;
9. Mats (sink, tub, auto, welcome, etc.);
10. Chairs and chair pads.

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
NOT APPLICABLE	
Additional Product Name, SKU, and/or Number	Number of Units Sold
NOT APPLICABLE	

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Ballet Jewels, LLC

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Jewelry

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

- 1. Insert category; ...
- 2. Insert category; ...

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
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Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

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I. Name of Settling Defendant (Mandatory)

Boss Manufacturing Company

II. Name of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Coats and jackets

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

1. Gloves
2. Pants
3. Aprons
4. Boots/footwear
5. Rainwear/apparel
6. Headwear

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V. Low Volume or De Minimis Sales Election (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 500 total consumer units, but less than 3,000 total consumer units of Covered Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 500 total consumer units of Covered Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)
Carole Fabrics Corporation

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)
The Covered Products applicable to the above-stated Settling Defendant are: See below.

IV. Additional Products (Not applicable if electing low volume or de minimis sales)
The Additional Products, if any, subject to injunctive relief are: None.

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Vinyl fabric, including faux leather fabric, as reflected in Carole Fabrics Corporation's "Mustang" sample book	146

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Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Gurwitch Products, L.L.C.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Item 5204630, Laura Mercier Eyelash Curler Bag
- 2.
- 3.

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis:** Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
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Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

J. C. Penney Corporation, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Belts

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

- 1. Wallets and other coin or bill holders
- 2. Handbags, purses, clutches and totes
- 3. Footwear
- 4. Jewelry
- 5. Tub and sink mats
- 6. Apparel (but not including hats or gloves)

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

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Covered Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant Leisure Arts

II. Names of Defendant Releasees and Downstream Defendant Releasees

Tuesday Morning Corp.

Unicom Books and Crafts

III. Covered Products and Additional Products Applicable to Settling Defendant

Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Knit Along with Debbie Macomber The Knitter's Complete Journal	554
Additional Product Name, SKU, and/or Number	Number of Units Sold
Debbie Macomber Knitter's Pocket Guide	64
Debbie Macomber Three Pocket Hanging Storage	5
Debbie Macomber Floral Stripe See-Through Bag	3
Debbie Macomber Floral Stripe Tote	1
Debbie Macomber Floral Stripe Project Bag	3
Debbie Macomber Floral Needle Case Large	2
Debbie Macomber Floral Stripe Purse Kit	5
Debbie Macomber Floral/Blue Accessory Bags Set	5
Debbie Macomber Classic Collection Pattern Box	5
Debbie Macomber Needle Sleeves	5
Debbie Macomber Journal Refill	5

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Total Units for all Covered and Additional products	657
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EXHIBIT A

I. Name of Settling Defendant (Mandatory):

Levi Strauss & Co.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Belts

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

[N/A]

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below, or

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

[N/A]

1 **Exhibit A**

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3 **I. Name of Settling Defendant (Mandatory): Marc Fisher LLC**

4 **II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

5 *Defendant Releasees:* Fisher Design LLC

6 Fisher Licensing LLC

7 Fisher Sigerson Morrison LLC

8 M.B. Fisher LLC

9 Marc Fisher Holdings LLC

10 Marc Fisher Jr Brand LLC

11 Marc Fisher LLC

12 MBF Holdings LLC (Wyoming)

13 MBF Licensing LLC

14 Unisa Fisher Wholesale LLC

15 *Downstream Defendant Releasees:* The entities described in Section 6.1, including but
16 not limited to Guess?, Inc.

17 **III. Covered Products (Not applicable if electing low volume or de minimis sales)**

18 The Covered Products applicable to the above-stated Settling Defendant are:

- 19 1. Footwear, including but not limited to the specific footwear identified in Plaintiff
20 John Moore's 60-Day Notice of Violation dated May 11, 2011.

21 **IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

22 The Additional Products, if any, subject to injunctive relief are: None.

23

24 **V. Covered Products and Additional Products Applicable to Settling Defendant
Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- 25 Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or
26 sold for use or sale in California more than 1,000 total consumer units, but less than 3,000
27 total consumer units of Covered Products and Additional Products in calendar year 2010,
as specified below; or

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De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
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Additional Product Name, SKU, and/or Number	Number of Units Sold
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3 **EXHIBIT A**

4 **I. Name of Settling Defendant (Mandatory)**

5 Michaels Stores, Inc.

6 **II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

7 Michaels Stores, Inc.

8 Aaron Brothers, Inc.

9 **III. Covered Products (Not applicable if electing low volume or de minimis sales)**

10 The Covered Products applicable to the above-stated Settling Defendant are:

- 11 1. Photo Album SKU 10101005 (UPC 4 00100 59754 5)
12 2. Luggage Tag – Bombshell (UPC 8 23398 66456 8)

13 **IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

14 The Additional Products, if any, subject to injunctive relief are:

- 15 1. Travel Accessories (luggage tags and ID cases, toiletry cases and bags, cosmetic cases and
16 bags), wallets, coin or bill holders, purses, handbags, backpacks, clutches, and their decals
17 and attachments including but not limited to bag charms and zipper pullers, tote bags, wheels
18 on totes, eyeglass cases
19 2. Hand-held tools, such as for jewelry, floral design, painting, sculpting, drawing, needlework,
20 pliers, tweezers, scissors, stitchery, stitchery kits, stitchery notions
21 3. Décor items, including faux fruit and vegetables, balls, gems, beads, ornaments, floral,
22 greenery, centerpieces, candle rings, table décor, planters
23 4. Suction Cups
24 5. Aprons, Gloves, Footwear
25 6. Storage containers, such as for scrapbooking, sewing, apparel craft, and beading
26 7. Squeeze Bottles that could contain paint, glue or craft mediums; or empty squeeze bottles
27 intended for use as storage
28 8. Hand-held painting accessories, such as paint rollers, brayers, foam/utility brushes
9. Stickers not intended primarily for use by children 12 and under
10. Coverings or cases for mobile electronic devices such as telephones, cameras, MP3 players,
CDs/DVDs and laptops,
11. Vinyl Placemats, Tablecloths

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
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Additional Product Name, SKU, and/or Number	Number of Units Sold
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1 **V. Covered Products and Additional Products Applicable to Settling Defendant**
 2 **Electing Low Volume or De Minimis Sales (Select only one if applicable)**

3 **Low Volume:** Settling Defendant hereby certifies that it manufactured, distributed and/or
 4 sold for use or sale in California more than 1,000 total consumer units, but less than 3,000
 total consumer units of Covered Products and Additional Products in calendar year 2010,
 as specified below; or

5 **De Minimis:** Settling Defendant hereby certifies that it manufactured, distributed and/or
 6 sold for use or sale in California less than 1,000 total consumer units of Covered Products
 and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
302201-302216 INITIAL COSMETIC BAG	398
Additional Product Name, SKU, and/or Number	Number of Units Sold
281003 BRIDE PATENT LEATHER CASE	6
281004 BRIDESMAID PATENT LEATHER CASE	18
281005 MOTHER PATENT LEATHER CASE	24
281006 BRIDEMAID PATENT LEATHER TOTE	3
281013 BLACK FLOWER BAG	17
281079 WHITE FLOWER COSMETIC BAG	13
281080 BLACK FLOWER COSMETIC BAG	139
501200 INITIAL DOPP KIT	1,400
800800 BLACK RUFFLE CLUTCH	68
800801 VINTAGE SHELL CLUTCH	40
800802 BLACK/SAND STRIPE CLUTCH	32
800803 BLUE PAISLEY CLUTCH	48
800804 BLACK PAISLEY CLUTCH	32
117047 FLIP FLOP INSULATED PARTY BAG	16
800200 AQUA UMBRLA STRP COOLER TOTE	15
800201 BLK RING AROUND COOLER TOTE	9
800202 GRN/WHT STRIPE COOLER TOTE	3

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800204	BLK/SAND STRIPE COOLER TOTE	24
800205	BLUE PAISLEY RUFFLE COOLER TOTE	44
800206	BLACK RUFFLE COLLER TOTE	15
800207	BLACK PAISLEY RUFFLE COOLER TOTE	24
281007	BRIDE PATENT LEATHER TOTE	15
281015	MOTHER OF PATENT LEATHER TOTE	96
281098	WHITE FLOWER TOTE	5
281109	FLOWER GIRL PATENT LEATHER TOTE	4
800100	RING AROUND REUSABLE MKT TOTE	200
800101	MULTI COLOR EXPRESS LANE TOTE	18

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Mud Pie LLC

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Insert category;
2. Insert category;

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

1. Insert category;
2. Insert category;

V. **Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales** (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
302201-302216 INITIAL COSMETIC BAG	398
Additional Product Name, SKU, and/or Number	Number of Units Sold
281003 BRIDE PATENT LEATHER CASE	6
281004 BRIDESMAID PATENT LEATHER CASE	18
281005 MOTHER PATENT LEATHER CASE	24
281006 BRIDEMAID PATENT LEATHER TOTE	3
281013 BLACK FLOWER BAG	17
281079 WHITE FLOWER COSMETIC BAG	13
281080 BLACK FLOWER COSMETIC BAG	139
501200 INITIAL DOPP KIT	1,400
800800 BLACK RUFFLE CLUTCH	68
800801 VINTAGE SHELL CLUTCH	40
800802 BLACK/SAND STRIPE CLUTCH	32
800803 BLUE PAISLEY CLUTCH	48
800804 BLACK PAISLEY CLUTCH	32
117047 FLIP FLOP INSULATED PARTY BAG	16
800200 AQUA UMBRLA STRP COOLER TOTE	15
800201 BLK RING AROUND COOLER TOTE	9
800202 GRN/WHT STRIPE COOLER TOTE	3

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800204	BLK/SAND STRIPE COOLER TOTE	24
800205	BLUE PAISLEY RUFFLE COOLER TOTE	44
800206	BLACK RUFFLE COLLER TOTE	15
800207	BLACK PAISLEY RUFFLE COOLER TOTE	24
281007	BRIDE PATENT LEATHER TOTE	15
281015	MOTHER OF PATENT LEATHER TOTE	96
281098	WHITE FLOWER TOTE	5
281109	FLOWER GIRL PATENT LEATHER TOTE	4
800100	RING AROUND REUSABLE MKT TOTE	200
800101	MULTI COLOR EXPRESS LANE TOTE	18

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EXHIBIT A

I. Name of Settling Defendant (Mandatory): Oxford Industries, Inc. and Tommy Bahama Group, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

Not Applicable

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

Not Applicable

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Tommy Bahama Traveler's Collection Amenities Set, #10-845 (#039794668608)	67
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Additional Product Name, SKU, and/or Number	Number of Units Sold
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3 **EXHIBIT A**

4 **I. Name of Settling Defendant (Mandatory)**

5 Western Digital Corporation

6 **II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

7
8 Western Digital Technologies, Inc.

9 **III. Covered Products (Not applicable if electing low volume or de minimis sales)**

10 The Covered Products applicable to the above-stated Settling Defendant are:

- 11 1. Cases with zipper pulls

12 **IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

13 The Additional Products, if any, subject to injunctive relief are: N/A

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15 **V. Covered Products and Additional Products Applicable to Settling Defendant
16 Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- 17 Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or
18 sold for use or sale in California more than 1,000 total consumer units, but less than 3,000
19 total consumer units of Covered Products and Additional Products in calendar year 2010,
20 as specified below; or
- 21 De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or
22 sold for use or sale in California less than 1,000 total consumer units of Covered Products
23 and Additional Products in the calendar year 2010, as specified below.
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Covered Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Williams-Sonoma, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

[Not applicable]

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. [Not applicable. See Part V.]

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are:

- 1. [Not applicable]

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1 **V. Covered Products and Additional Products Applicable to Settling Defendant**
 2 **Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- 3 Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or
 4 sold for use or sale in California more than 1,000 total consumer units, but less than 3,000
 5 total consumer units of Covered Products and Additional Products in calendar year 2010,
 6 as specified below; or
- 7 De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or
 8 sold for use or sale in California less than 1,000 total consumer units of Covered Products
 9 and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Chairs and chair pads limited to Airgo Armless (or Perforated) Chair SKUs: 2310977; 2310993; 2311017; 2311033; 2311058; 2311090; 6839096; 6839179; 6839187; 6839195; 6911044; 6911085; 9244625	556
Additional Product Name, SKU, and/or Number	Number of Units Sold
[Not applicable]	[N/A]

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Zone Enterprises of Anaheim, LLC (erroneously noticed and sued as The Walt Disney Company)

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

The Walt Disney Company
Walt Disney Parks and Resorts U.S., Inc.
ESPN, Inc.
Disney Shopping, Inc.
Disney Destinations LLC dba Disney Theme Park Merchandise

III. Covered Products (Not applicable if electing low volume or de minimis sales)

The Covered Products applicable to the above-stated Settling Defendant are: n/a

IV. Additional Products (Not applicable if electing low volume or de minimis sales)

The Additional Products, if any, subject to injunctive relief are: n/a

V. Covered Products and Additional Products Applicable to Settling Defendant

Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
ESPN Keychain (#4 00118 05053 7)	Less than 150
Additional Product Name, SKU, and/or Number	Number of Units Sold
n/a	n/a