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FILED
ALAMEDA COUNTY

APR 30 2013

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

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

CENTER FOR ENVIRONMENTAL HEALTH,
A non-profit corporation,

Plaintiff,

vs.

AEROPOSTALE, INC., *et al.*,

Defendants.

Lead Case No. RG 10-514803

(Consolidated with Case Nos.
RG 10-545680 and RG 10-545687)

ASSIGNED FOR ALL PURPOSES TO:
Judge Steven A. Brick, Department 17

**[PROPOSED] CONSENT JUDGMENT
AS TO NIMA ACCESSORIES, INC.**

AND CONSOLIDATED CASES.

This Document Relates To:

*Center for Environmental Health v. Cara
Accessories, Ltd.*, Alameda County Superior
Court Case No. RG 10-545687

1. INTRODUCTION

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

1 1.2 On May 22, 2012, CEH served two 60-Day Notices of Violation under
2 Proposition 65 alleging that Settling Defendant violated Proposition 65 by exposing persons to
3 cadmium and to lead and lead compounds (collectively, “Lead”) contained in jewelry, without
4 first providing a clear and reasonable warning pursuant to Proposition 65.

5 1.3 On November 8, 2010, CEH filed the operative Complaint in the *Cara* action.
6 On August 10, 2012, CEH amended the *Cara* Complaint to name Settling Defendant as Doe 5.

7 1.4 Settling Defendant is a corporation that employs ten or more persons and that
8 manufactures, distributes and/or sells Covered Products (as defined herein) in the State of
9 California.

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

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

1 denies any wrong doing whatsoever. Nothing in this Consent Judgment shall prejudice, waive or
2 impair any right, remedy, argument or defense the Parties may have in this or any other pending
3 or future legal proceedings. This Consent Judgment is the product of negotiation and
4 compromise and is accepted by the Parties solely for purposes of settling, compromising, and
5 resolving issues disputed in this action.

6 **2. DEFINITIONS**

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

13 2.2 The term “Lead Limit” means:

14 2.2.1 Except as: (i) provided in Section 2.2.2; and (ii) in cubic zirconia
15 (sometimes called cubic zirconium or CZ), crystal, glass or rhinestones, a concentration of 0.02
16 percent (200 ppm) by weight Lead in any component of a Covered Product, or in any material
17 used in a Covered Product; and

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

27 2.3 The term “Covered Product” means (a) the following ornaments worn by a
28 person: an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, watch (excluding the

1 timepiece itself if removable), decorated hair accessory, earring, necklace, pin, ring; similar
2 clothing or shoe ornaments which are detachable; and body piercing jewelry; or (b) any bead,
3 chain, link, pendant, or other component of such an ornament.

4 2.4 The term “Effective Date” means the date of entry of this Consent Judgment.

5 **3. INJUNCTIVE RELIEF**

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

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

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

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

20 3.1.4 **Limited Sell Through.** Notwithstanding Section 3.1.3, Settling
21 Defendant may continue to sell or offer for sale in California a Covered Product that exceeds the
22 Lead Limit specified in Section 2.2 provided that: (a) the Covered Product was purchased and
23 imported by Settling Defendant prior to the Effective Date; and (b) the Covered Product is sold in
24 compliance with the provisions of California Health & Health & Safety Code § 25214.1, *et seq.*

25 3.2 **Market Withdrawal of Covered Products.** On or before the Effective Date,
26 Settling Defendant shall: (i) cease shipping the Chain Necklace with Padlock Pendant, Item No.
27 650, and the Chain Necklace with Parrot Chain, Style No. N30276, Item No. 500 (the “Recall
28 Products”), to stores and/or customers in California; (ii) withdraw the Recall Products from the

1 market in California; and (iii) if the Recall Products were not withdrawn from sale in California
2 prior to the Effective Date, send instructions to any of its stores and/or customers that offer the
3 Recall Products for sale in California to cease offering such Recall Products for sale and to either
4 return all Recall Products to Settling Defendant for destruction, or to directly destroy the Recall
5 Products. Any destruction of the Recall Products shall be in compliance with all applicable laws.
6 Within 60 days of the Effective Date, Settling Defendant shall certify to CEH that Settling
7 Defendant has complied with this Section 3.2. If there is a dispute over the corrective action, the
8 Parties shall meet and confer before seeking any remedy in court.

9 **4. ENFORCEMENT**

10 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
11 order to show cause before this Court, enforce the terms and conditions contained in this Consent
12 Judgment. Any action to enforce alleged violations of the Cadmium Limit and/or Lead Limit by
13 Settling Defendant shall be brought exclusively pursuant to this Section 4.

14 4.2 **Enforcement of Materials Violation.**

15 4.2.1 **Notice of Violation.** In the event that, at any time following the
16 Effective Date, CEH identifies one or more Covered Products manufactured, distributed, or sold
17 by Settling Defendant that CEH believes in good faith exceed the Cadmium Limit and/or Lead
18 Limit, CEH may issue a Notice of Violation pursuant to this Section.

19 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

20 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
21 Section 8.1 to receive notices for Settling Defendant, and must be served within 75 days of the
22 date the Covered Product at issue was purchased or otherwise acquired by CEH, provided,
23 however, that CEH may have up to an additional 45 days to provide Settling Defendant with the
24 test data required by Section 4.2.2.2 below if it has not yet obtained it from its laboratory.

25 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each
26 Covered Product: (a) the date the alleged violation was observed, (b) the location at which the
27 Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the
28 alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and

1 supporting documentation sufficient for validation of the test results, including any laboratory
2 reports, quality assurance reports and quality control reports associated with testing of the
3 Covered Products. Such Notice of Violation shall be based upon total acid digest test data from
4 an independent laboratory. Wipe, swiipe, and swab testing are not sufficient to support a Notice
5 of Violation.

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

15 4.2.3 **Notice of Election of Response.** No more than 30 days after service of a
16 Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to
17 contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to
18 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed
19 an election to contest the Notice of Violation.

20 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
21 include all then-available documentary evidence regarding the alleged violation, including all test
22 data, if any. If Settling Defendant or CEH later acquire additional test or other data regarding the
23 alleged violation, it shall notify the other Party and promptly provide all such data or information
24 to the Party. Any test data used to contest a Notice of Violation shall meet the criteria of Section
25 4.2.2.2.

26 4.2.4 **Meet and Confer.** If a Notice of Violation is contested, CEH and
27 Settling Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of
28 serving a Notice of Election contesting a Notice of Violation, and if no enforcement motion or

1 application has been filed by CEH pursuant to Section 4.1, Settling Defendant may withdraw the
2 original Notice of Election contesting the violation and serve a new Notice of Election conceding
3 the violation, provided however that Settling Defendant shall pay \$5,000 in addition to any
4 payment required under Section 4.2.7. At any time, CEH may withdraw a Notice of Violation, in
5 which case for purposes of this Section 4 the result shall be as if CEH never issued any such
6 Notice of Violation. If no informal resolution of a Notice of Violation results within 30 days of a
7 Notice of Election to contest, CEH may file an enforcement motion or application pursuant to
8 Section 4.1. In any such proceeding, CEH may seek whatever fines, costs, penalties attorneys'
9 fees or remedies are provided by law for failure to comply with the Consent Judgment.

10 4.2.5 **Non-Contested Matters.** If Settling Defendant elects not to contest the
11 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6
12 and shall make any payments required by Section 4.2.7.

13 4.2.6 **Corrective Action in Non-Contested Matters.** If Settling Defendant
14 elects not to contest the allegation, it shall include in its Notice of Election a detailed description
15 with supporting documentation of the corrective action that it has undertaken or proposes to
16 undertake to address the alleged violation. Any such correction shall, at a minimum, provide
17 reasonable assurance that the Covered Product will no longer be offered for sale in California.
18 Corrective action must include instructions to Settling Defendant's stores and/or customers that
19 offer the Covered Product for sale to consumers to cease offering the Covered Product(s)
20 identified in the Notice of Violation for sale in California as soon as practicable. The Notice of
21 Election shall also include the name, address, telephone number, and other contact information,
22 of Settling Defendant's supplier(s) of each Covered Product identified in the Notice of Violation
23 and any retailers to whom Settling Defendant sold any Covered Product(s) identified in the
24 Notice of Violation. Settling Defendant shall make available to CEH for inspection and/or
25 copying records and correspondence regarding the corrective action. If there is a dispute over the
26 corrective action, the Parties shall meet and confer pursuant to Section 4.2.4 before seeking any
27 remedy in court.
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1 4.2.7 **Payments in Non-Contested Matters.** In addition to the corrective
2 action, Settling Defendant shall be required to make a payment as reimbursement for costs for
3 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse
4 attorneys’ fees and costs incurred in connection with these activities, as specified below:

5 4.2.7.1 If Settling Defendant previously received a Notice of Violation that
6 was not successfully contested or withdrawn, and Settling Defendant serves a Notice of Election
7 not to contest the allegations in the instant Notice of Violation, it shall be required to make a
8 payment of \$10,000. This payment shall, however, be reduced to \$5,000 if Settling Defendant
9 produces with its Notice of Election test data showing that the Covered Product that is the subject
10 of the Notice of Violation did not exceed the Cadmium Limit and/or Lead Limit. For purposes of
11 this Section 4.2.7.1 only, “test data” shall mean (i) total cadmium or total Lead by acid digest
12 performed by an accredited laboratory on the Covered Product alleged to be in violation of the
13 Cadmium Limit and/or Lead Limit where the test was conducted within one year prior to the date
14 the Covered Product that is the subject of the Notice of Violation was purchased or obtained by
15 CEH; or (ii) total cadmium or total Lead by X-ray fluorescence (XRF) performed on the Covered
16 Product alleged to be in violation of the Cadmium Limit and/or Lead Limit by Settling Defendant
17 pursuant to an existing written screening policy for cadmium and/or Lead in Covered Products
18 where the test was conducted within eighteen months prior to the date the Covered Product that is
19 the subject of the Notice of Violation was purchased or obtained by CEH.

20 4.2.7.2 The payment shall be made by check payable to the “Lexington
21 Law Group” and shall be paid within 15 days of service of a Notice of Election triggering a
22 payment.

23 4.3 **Repeat Violations.** If Settling Defendant has received three or more Notices of
24 Violation that were not successfully contested or withdrawn in any 12-month period then, at
25 CEH’s option, CEH may seek whatever fines, costs, penalties, attorneys’ fees or other remedies
26 that are provided by law for failure to comply with the Consent Judgment. Prior to seeking such
27 relief, CEH shall meet and confer with Settling Defendant for a period not to exceed 30 days
28 (unless extended by mutual agreement) to determine if the Parties can agree on measures Settling

1 Defendant can undertake to prevent future violations.

2 **5. PAYMENTS**

3 **5.1 Payments From Settling Defendant.** Within 5 days of entry of this Consent
4 Judgment, Settling Defendant shall pay the sum of \$55,000 as a settlement payment. The total
5 settlement amount shall be paid in three separate checks delivered to the offices of the Lexington
6 Law Group (Attn: Eric Somers), 503 Divisadero Street, San Francisco, California 94117-2212,
7 and made payable and allocated as set forth below between the following categories:

8 5.1.1 \$7,250 as a civil penalty pursuant to Health & Safety Code §25249.7(b),
9 such money to be apportioned by CEH in accordance with Health & Safety Code §25249.12
10 (25% to CEH and 75% to the State of California’s Office of Environmental Health Hazard
11 Assessment). The penalty check shall be made payable to the “Center for Environmental Health”
12 and associated with taxpayer identification number 94-3251981.

13 5.1.2 \$10,900 as a payment in lieu of civil penalty to CEH pursuant to Health &
14 Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3203(b). CEH will
15 restrict the use of such funds to the following purposes: (a) monitoring compliance with the
16 reformulation requirements of this and other similar Consent Judgments; (b) purchasing and
17 testing jewelry; (c) preparing and compiling the information and documentation necessary to
18 support enforcement efforts under this Consent Judgment; (d) contributions to CEH’s
19 Community Environmental Action and Justice Fund; and (e) supporting CEH programs and
20 activities that seek to reduce the public health impacts or risks of exposure to heavy metals,
21 including cadmium and Lead, known to the State of California to cause cancer or reproductive
22 harm. Such programs and activities currently include (i) CEH’s membership on the ASTM toy
23 safety committee and participation in a workgroup that is drafting a standard to limit cadmium,
24 Lead and other heavy metals in toys; (ii) CEH’s work in support of policy initiatives at the state
25 and federal level to restrict the use of cadmium, Lead and other heavy metals in consumer
26 products; and (iii) CEH’s advocacy for a reduction in the use of toxic chemicals, including heavy
27 metals such as cadmium and Lead, in electronic devices and standards for the disposal/recycling
28 of such products, including CEH’s participation in an EPA-sponsored multi-stakeholder

1 workgroup seeking to set standards for the design, manufacture, sale, labeling and disposal of
2 televisions and printers. CEH will maintain records that document how these funds were spent.
3 As part of its Community Environmental Action and Justice Fund, CEH will use four percent of
4 such funds to award grants to grassroots environmental justice groups working to educate and
5 protect people from exposures to toxic chemicals. The method of selection of such groups can be
6 found at the CEH web site at www.ceh.org/justicefund. The payment in lieu of penalty check
7 shall be made payable to the “Center For Environmental Health” and associated with taxpayer
8 identification number 94-3251981.

9 5.1.3 \$36,850 as reimbursement of a portion of CEH’s reasonable attorneys’
10 fees and costs. The attorneys’ fees and cost reimbursement check shall be made payable to the
11 “Lexington Law Group” and associated with taxpayer identification number 94-3317175.

12 **6. MODIFICATION AND DISPUTE RESOLUTION**

13 6.1 **Modification.** This Consent Judgment may be modified from time to time by
14 express written agreement of the Parties with the approval of the Court, or by an order of this
15 Court upon motion and in accordance with law.

16 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
17 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
18 modify the Consent Judgment.

19 **7. CLAIMS COVERED AND RELEASE**

20 7.1 This Consent Judgment is a full, final, and binding resolution between CEH
21 acting in the public interest and Settling Defendant and Settling Defendant’s parents,
22 shareholders, subsidiaries and their successors and assigns (“Defendant Releasees”), and all
23 entities other than those entities listed on Exhibit A to whom they distribute or sell Covered
24 Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees,
25 cooperative members, and licensees (“Downstream Defendant Releasees”), of any violation of
26 Proposition 65 up through the Effective Date based on the failure to warn about exposure to
27 cadmium and/or Lead in Covered Products manufactured, distributed, or sold by Settling
28 Defendant prior to the Effective Date as set forth in the Notices of Violation.

1 7.2 CEH, for itself releases, waives, and forever discharges any and all claims
2 against Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees arising
3 from any violation of Proposition 65 or any other statutory or common law claims that have been
4 or could have been asserted in the public interest regarding the failure to warn about exposure to
5 cadmium and/or Lead arising in connection with Covered Products manufactured, distributed or
6 sold by Settling Defendant prior to the Effective Date.

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

12 **8. PROVISION OF NOTICE**

13 8.1 When any Party is entitled to receive any notice under this Consent Judgment,
14 the notice shall be sent by first class and electronic mail as follows:

15 8.1.1 **Notices to Settling Defendant.** The person for Settling Defendant to
16 receive Notices pursuant to this Consent Judgment shall be:

17 Jennifer Taggart
18 Demetriou, Del Guercio, Springer & Francis, LLP
19 700 S. Flower St., Suite 2325
20 Los Angeles, CA 90017
21 jtaggart@ddsffirm.com

22 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to
23 this Consent Judgment shall be:

24 Eric S. Somers
25 Lexington Law Group
26 503 Divisadero Street
27 San Francisco, CA 94117
28 esomers@lexlawgroup.com

29 8.2 Any Party may modify the person and address to whom the notice is to be sent
30 by sending the other Party notice by first class and electronic mail.

1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective on the Effective Date, provided
3 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
4 Settling Defendant shall support approval of such Motion.

5 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
6 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
7 purpose.

8 **10. GOVERNING LAW AND CONSTRUCTION**

9 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California.

11 **11. ENTIRE AGREEMENT**

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

26 **12. RETENTION OF JURISDICTION**

27 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or
28 modify the Consent Judgment.

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

2 13.1 Each signatory to this Consent Judgment certifies that he or she is fully
3 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
4 into and execute the Consent Judgment on behalf of the Party represented and legally to bind that
5 Party.

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

7 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
8 against any other entity on terms that are different than those contained in this Consent Judgment.

9 **15. EXECUTION IN COUNTERPARTS**

10 15.1 The stipulations to this Consent Judgment may be executed in counterparts and
11 by means of facsimile, which taken together shall be deemed to constitute one document.

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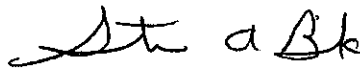
13 **IT IS SO ORDERED, ADJUDGED,
14 AND DECREED**

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15 Dated:

APR 30 2013

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Judge of the Superior Court of the State of California

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IT IS SO STIPULATED:

Dated: <u>March 1</u> , 2013	CENTER FOR ENVIRONMENTAL HEALTH  _____ <u>Cananiz Pizarro</u> Printed Name <u>ASSOCIATE DIRECTOR</u> Title
Dated: _____, 2013	NIMA ACCESSORIES, INC. _____ _____ Printed Name _____ Title

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IT IS SO STIPULATED:

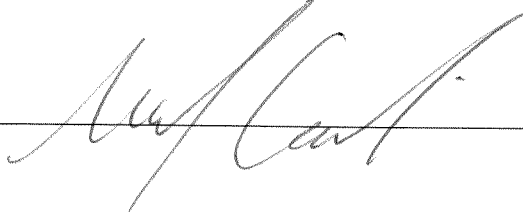
Dated: _____, 2013	CENTER FOR ENVIRONMENTAL HEALTH _____ _____ Printed Name _____ Title
Dated: <u>2/25/</u> _____, 2013	NIMA ACCESSORIES, INC.  _____ MEHDI LAJEVARDI Printed Name _____ PRESIDENT Title

EXHIBIT A

List of Entities Not Subject to Downstream Release

- ABC Online Resources, LLC
- Adia Kibur Accessories, Inc.
- Albertson's LLC; Albertson's, Inc.; New Albertson's, Inc.
- Amazon.com, Inc.
- Ana Accessories Corporation; Ana Trading Company
- Andrea Bijoux
- Ann 2 La Moda, Inc.
- Any Time Costumes.com, Inc.
- Art Box
- Artini Accessories Inc.
- Athenian Fashions, Inc.
- Atico International USA, Inc.
- AZ3, Inc.; BCBG Max Azria Group, Inc.
- Banana Republic, LLC
- Barnes & Noble, Inc.
- Basic
- Bastiat Santa Monica, Inc.
- Beadniks
- Bien Bien, Inc.
- Big A Drug Stores, Inc.
- Bijou International Corporation
- Bluefly, Inc.
- Bon Jewel, Inc.
- Brandy Melville; Brandy and Melville NY Incorporated

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- 1 • Burlington Coat Factory Warehouse Corporation
- 2 • BuySeasons, Inc.
- 3 • C2:8
- 4 • California Dream Co., Inc.
- 5 • Candela Sales Company, Inc.
- 6 • Cocomo Connection, Inc.
- 7 • Costume Craze, L.C.
- 8 • Creativity, Inc. and Creativity Crafts, Inc.
- 9 • Crystal Mania
- 10 • DCWV Acquisition Corporation
- 11 • Elegance Fashion Mart, Inc.
- 12 • Fad, Inc.
- 13 • Fashion Fantasia, Inc.
- 14 • Fashion Plaza
- 15 • First Fantasies-Costume Cuzzins, Inc.
- 16 • Forever NYC Fashion Accessory Import LLC
- 17 • Forplay, Inc.; For Play Catalog, Inc.
- 18 • Gags and Games, Inc.
- 19 • Georgiou Studio, Inc.
- 20 • Ginerva SRL
- 21 • GTG Collection
- 22 • Halloween Express
- 23 • Hollywood Accessories
- 24 • I Love Bracelets, Inc.
- 25 • INVU Accessories
- 26 • Ivorette-Texas, Inc. dba Upstart Crow Trading Company
- 27 • Jacadi USA, Inc.
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- 1 • Jones Jewelry Group, Inc.
- 2 • Joppa, Inc.
- 3 • Kerissa Creations, Inc.
- 4 • Knitwork Production II LLC
- 5 • LB's Fashion, Inc.; LB's Fashion
- 6 • Legoland California LLC
- 7 • Long Rap, Inc.
- 8 • Love Culture Inc.; Love Culture LLC
- 9 • Lux Accessories, Ltd.
- 10 • M&P Central, Inc.
- 11 • Marin Beauty Company
- 12 • Max Rave, LLC
- 13 • Metropark USA, Inc.
- 14 • NY Style
- 15 • Pink Ice, Inc.
- 16 • Precious Accessories, Inc.
- 17 • Rite Aid Corporation
- 18 • Safeway, Inc.
- 19 • Saum Accessories Inc.
- 20 • Scorpio Accessories LLC
- 21 • Screamers Costumers
- 22 • Scünci International, Inc.
- 23 • Sea World, Inc.
- 24 • Seta Corporation of Boca, Inc.
- 25 • Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 26 • Shop Bloc Inc.
- 27 • Simply You
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- 1 • Six Flags Theme Parks, Inc.
- 2 • Sonsi, Inc.
- 3 • Spencer Gifts, LLC
- 4 • Spirit Halloween Superstores, LLC
- 5 • Stony Leather, Inc.
- 6 • Toscana Accessories Inc.
- 7 • Unbeatable Sale.Com Inc.
- 8 • Urban Brands, Inc.
- 9 • U.S. Jewelry House, Ltd.
- 10 • Wal-Mart Stores Inc.
- 11 • Western Fashion, Inc.
- 12 • Westrim, Inc.
- 13 • Windsor Fashions, Inc.
- 14 • Xpose

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