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Attorneys for Plaintiff  
CENTER FOR ENVIRONMENTAL HEALTH

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

PEOPLE OF THE STATE OF CALIFORNIA,  
ex rel. BILL LOCKYER, Attorney General,

Plaintiffs,

v.

BURLINGTON COAT FACTORY  
WAREHOUSE CORPORATION, et. al.,  
Defendants.

And Related and Consolidated Cases

Lead Case No. RG 04-162037

(Consolidated with Case Nos. RG 04-162037 and RG 04-169511)

**STIPULATED CONSENT JUDGMENT  
AS TO THE GERSON COMPANY**

Complaint Filed: June 23, 2004  
Trial Date: None

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2           *Whereas*, on June 23, 2004 plaintiffs Attorney General of the State of California  
3 on behalf of the People of the State of California (“People”) and the Center for Environmental  
4 Health (“CEH”) filed actions nos. RG 04-162075 and RG 04-162037, respectively, and on  
5 August 10, 2004 plaintiff As You Sow (“AYS”) filed action no. RG 04-169511, which three  
6 actions have been consolidated;

7           *Whereas*, The Gerson Company (“Gerson”) is a defendant in the action by CEH;

8           *Whereas*, on February 21, 2006, upon due notice, the Court entered a Consent  
9 Judgment in the consolidated actions (the “Consent Judgment”), a copy of which is attached as  
10 Exhibit A;

11           *Whereas*, CEH and Gerson have agreed to resolve this matter as to Gerson on the  
12 same injunctive terms as those contained in the Consent Judgment;

13           *Now Therefore*, the parties hereto agree as follows:

14           1. Judgment shall be entered against Gerson in this consolidated action pursuant to  
15 the terms of the Consent Judgment, except that the following terms shall apply to Gerson in lieu  
16 of Section 5 of the Consent Judgment.

17           a. Within seven calendar days of entry of this Stipulated Consent Judgment,  
18 Gerson shall pay the sum of \$30,000 as a settlement payment. The settlement payment shall be  
19 by check made payable to the Lexington Law Group, LLP Attorney Client Trust Account. The  
20 funds paid by Gerson shall be distributed as follows:

21                   i. The sum of \$9,500 as payment to CEH in lieu of penalty pursuant  
22 to Health and Safety Code section 25249.7(b), and California Code  
23 of Regulations, title 11, section 3202(b). CEH shall use such funds  
24 to continue its work educating and protecting people from  
25 exposures to toxic chemicals, including heavy metals.

26                   ii. The sum of \$1,000 as a civil penalty pursuant to Health & Safety  
27 Code §25249.7(b), such money to be apportioned by CEH in  
28 accordance with Health & Safety Code §25192.

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ii. The sum of \$19,500 as reimbursement of CEH's reasonable attorneys' fees and investigation costs.

2. In all other respects, Gerson shall be treated as if it were an Initial Settling Defendant, as that term is used in the Consent Judgment.

3. The persons for Gerson to receive Notices per § 4.2.2.2 and Exhibit F to the Consent Judgment, until and unless modified per § 8, shall be:

John Hjalmarson  
The Gerson Company  
1450 S. Lone Elm  
Olathe, KS 66061

Jim Gerson  
The Gerson Company  
1450 S. Lone Elm  
Olathe, KS 66061

**IT IS SO STIPULATED.**

CENTER FOR ENVIRONMENTAL HEALTH

By: Michael Green 5/3/06  
Michael Green, Executive Director

THE GERSON COMPANY

By: John C. Hjalmarson

Printed Name: John C. Hjalmarson

Title: Chairman and CEO

**JUDGMENT SO RENDERED.**

\_\_\_\_\_, 2006

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT A**

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

PEOPLE OF THE STATE OF CALIFORNIA, ex )  
rel. BILL LOCKYER, Attorney General, et al., )

Plaintiffs, )

vs. )

BURLINGTON COAT FACTORY )  
WAREHOUSE CORPORATION, et al, )

Defendants. )

Case No. RG 04-162075  
(Consolidated with RG 04-162037, RG  
04-169511)  
[PROPOSED] CONSENT JUDGMENT

AND RELATED CONSOLIDATED CASES.

**1. INTRODUCTION**

1.1 On June 23, 2004, plaintiffs the Attorney General of the State of California, on behalf of the People of the State of California ("People"), and the Center for Environmental Health ("CEH"), filed complaints for civil penalties and injunctive relief in this Court. On August 10, 2004, plaintiff As You Sow ("AYS") filed a similar complaint. The complaints allege that the defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and the Unfair Competition Law by selling jewelry that contains lead, a chemical known to

1 the State of California to cause cancer and birth defects or other reproductive harm, without  
2 providing a clear and reasonable warnings that use of the jewelry would result in exposure to lead.

3 1.2 On August 27, 2004, the People amended their complaint to substitute the true  
4 name of a "Doe" defendant and dismissed a defendant. The following defendants were named and  
5 appeared in the People's amended complaint: Burlington Coat Factory Warehouse Corporation;  
6 CBI Distributing Corp; Claire's Boutiques, Inc.; Express, LLC; Federated Department Stores,  
7 Inc.; J. C. Penney Corporation, Inc.; Kmart Corporation; Macy's West, Inc.; Mervyn's;  
8 Nordstrom, Inc; Ross Stores, Inc.; Sears, Roebuck and Company; Target Corporation; and Toys  
9 "R" Us, Inc. On January 25, 2006, the People amended their complaint to add the following  
10 defendants Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.;  
11 Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol  
12 Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee;  
13 Catherine Stein Designs, Inc.; Crimzon Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons;  
14 FAD Treasures; F.A.F, Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp.,  
15 d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat,  
16 Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item  
17 Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry  
18 Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio  
19 Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI  
20 Holding Company; Vetta Jewelry, Inc.; and Victoria + Co. LTD ("Initial Settling Vendors"). In  
21 addition, on January 25, 2006, the People amended their complaint to add as named defendants the  
22 entities listed on Exhibit A as "Affiliate Settling Defendants." Wal-Mart Stores, Inc. was also  
23 named in the People's complaint and is not a party to this Consent Judgment. With the exception  
24 of Wal-Mart Stores, Inc., the defendants named in the People's complaint that have not been  
25 dismissed, are referred to herein as "Attorney General Defendants."

26 1.3 On October 15, 2004, CEH filed its First Amended Complaint. Since that date,  
27 CEH has further amended its First Amended Complaint to substitute the true name of several  
28 "Doe" defendants and dismissed several other defendants. The following defendants were named

1 and appeared in CEH's amended complaint: AIJJ Enterprises, Inc.; American Eagle Outfitters,  
2 Inc.; Aeropostale, Inc.; Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp.;  
3 Claire's Boutiques, Inc.; Cost Plus, Inc.; Federated Department Stores, Inc.; Forever 21, Inc.;  
4 Forever 21 Retail, Inc.; Hot Topic, Inc.; Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe  
5 Boxer Company, LLC; Kmart Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation;  
6 Lane Bryant, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Longs Drug Stores  
7 California, Inc.; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom,  
8 Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Sears  
9 Roebuck and Co.; Styles For Less, Inc.; Target Corporation; The Buckle, Inc.; The May  
10 Department Stores, Inc.; The New 5-7-9 And Beyond, Inc.; Walt Disney World Co. (erroneously  
11 sued and served herein as Disney Consumer Products International, Inc. Disneyland International,  
12 and Walt Disney Company); Walgreen Co.; The Wet Seal, Inc.; The Wet Seal Retail, Inc.; Too,  
13 Inc.; and Zumiez, Inc. The following defendants that also were named in CEH's amended  
14 complaint are not parties to this Consent Judgment: Cornerstone Apparel, Inc.; Jordache  
15 Enterprises, Inc.; Royal Items, Inc.; The Gerson Company; Wal-Mart Stores, Inc. and Windsong  
16 Allegiance Group, LLC ("Non-Settling Defendants"). With the exception of the Non-Settling  
17 Defendants, the defendants named in CEH's complaint or any amendment thereto, that have not  
18 been dismissed, are referred to herein as "CEH Defendants."

19 1.4 The cause of action against the following CEH Defendants was limited to alleged  
20 violations of the Unfair Competition Law: Burlington Coat Factory Warehouse Corporation; CBI  
21 Distributing Corp; Claire's Boutiques, Inc.; Federated Department Stores, Inc.; J. C. Penney  
22 Company, Inc.; Kmart Corporation; Macy's West, Inc.; Mervyn's, LLC; Nordstrom, Inc; Sears,  
23 Roebuck and Company; and Target Corporation..

24 1.5 The following defendants were named and appeared in the complaint by AYS:  
25 Gottschalks, Inc.; Group USA Apparel, Inc.; and Charlotte Russe, Inc. The defendants named in  
26 AYS's complaint or any amendment thereto, that have not been dismissed, are referred to herein  
27 as "AYS Defendants."  
28

1           1.6    The amended complaints filed by the Attorney General and CEH and the complaint  
2 filed by AYS are collectively called the "Complaints."

3           1.7    On November 8, 2004, the Court ordered that the cases be consolidated for pre-trial  
4 purposes. The parties hereby stipulate that the cases now shall be consolidated for purposes of  
5 entry of this Consent Judgment.

6           1.8    The People, CEH, and AYS ("Plaintiffs") and the Attorney General Defendants,  
7 CEH Defendants, and AYS Defendants, and any Add-On Defendants as defined in Section 2.9  
8 added to the People's Complaint pursuant to the Stipulation for Entry of Judgment (collectively  
9 "Settling Defendants") are Parties, and each is a Party to this Consent Judgment.

10          1.9    Each Settling Defendant is a corporation or other business entity that employs 10 or  
11 more persons, or employed 10 or more persons at some time relevant to the allegations of the  
12 complaint, and which manufactures, distributes and/or sells Covered Products in the State of  
13 California or has done so in the past.

14          1.10   For purposes of this Consent Judgment only, the parties stipulate that this Court has  
15 jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction  
16 over each Settling Defendant as to the acts alleged in the Complaints, venue is proper in the  
17 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full  
18 and final resolution of all claims which were or could have been raised in the Complaints based on  
19 the facts alleged therein.

20          1.11   The People, CEH, AYS, and Settling Defendants enter into this Consent Judgment  
21 as a full and final settlement of all claims that were raised in the Complaints, or which could have  
22 been raised in the Complaints, arising out of the facts or conduct alleged therein. By execution of  
23 this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or  
24 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or  
25 demonstrating any violations of Proposition 65, the Unfair Competition Act or any other statutory,  
26 common law or equitable requirements relating to chromium, lead and/or nickel in jewelry.  
27 Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,  
28 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent

1 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,  
2 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or  
3 impair any right, remedy, argument or defense the Parties may have in this or any other or future  
4 legal proceedings. This Consent Judgment is the product of negotiation and compromise and is  
5 accepted by the Parties for purposes of settling, compromising and resolving issues disputed in  
6 this action.

7 **2. DEFINITIONS**

8 2.1 The term "Person" shall have the same meaning as that term is defined in  
9 California Health & Safety Code section 25249.11, subdivision (a).

10 2.2 The term "Covered Products" means (a) the following ornaments worn by a person:  
11 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,  
12 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other  
13 component of such an ornament.

14 2.3 The term "Body Piercing Jewelry" means any part of a Covered Product that is  
15 manufactured or sold for placement in new piercings and/or mucous membranes, and does not  
16 include those parts of Covered Products not placed within new piercings and/or mucous  
17 membranes.

18 2.4 The term "Children's Products" means Covered Products that are made for,  
19 marketed for use by, or marketed to, Children.

20 2.4.1 For purposes of this Consent Judgment, the term "Children" means  
21 children aged 6 and younger.

22 2.4.2 A Covered Product is made for, marketed for use by, or marketed to  
23 Children if it is either:

24 2.4.2.1 Represented in its packaging, display, or advertising, as appropriate  
25 for use by Children; or

26 2.4.2.2 Sold in conjunction with, attached to, or packaged together with  
27 other products that are packaged, displayed, or advertised as appropriate for use by Children; or

28 2.4.2.3 Sized for Children and not intended for use by adults.

1                   2.4.2.4     Sold in  
2                                 2.4.2.4.1         a vending machine; or  
3                                 2.4.2.4.2         a retail store, catalogue, or online website, in which  
4 the Settling Defendant exclusively offers for sale products that are packaged, displayed, or  
5 advertised as appropriate for use by Children; or  
6                                 2.4.2.4.3         those discrete portions of a retail store, catalogue, or  
7 online website, in which the Settling Defendant offers for sale products that are packaged,  
8 displayed, or advertised as appropriate for use by Children.

9           2.5     The term "Supplier" means a Person that directly supplies Covered Products to a  
10 Settling Defendant or to another entity that offers Covered Products that are or will be offered for  
11 retail sale in California. For purposes of Section 3 only, a Settling Defendant shall not be  
12 considered a Supplier with respect to any Covered Products it sells to another Settling Defendant  
13 that is its parent or subsidiary, or with which it shares a common parent.

14           2.6     Any time a measurement of lead content is referred to in this Consent Judgment by  
15 a percentage, it means percent lead by weight.

16           2.7     The term "Shipping Compliance Date" means (a) August 1, 2007 for all Covered  
17 Products other than Children's Products; and (b) February 1, 2007 for all Children's Products.

18           2.8     The term "Final Compliance Date" means (a) March 1, 2008 for all Covered  
19 Products other than Children's Products; and (b) September 1, 2007 for all Children's Products.

20           2.9     The term "Initial Settling Defendants" means those Settling Defendants that were  
21 named in one or more of the amended complaints filed contemporaneously herewith. The term  
22 "Initial Retailer Settling Defendants" means those Initial Settling Defendants who are not Initial  
23 Settling Vendors. The term "Add-On Settling Defendants" means those Settling Defendants that  
24 join in the Consent Judgment pursuant to the process set forth in the Stipulation for Entry of  
25 Judgment. Exhibit A to this Consent Judgment identifies each of the Initial Retailer Settling  
26 Defendants, Initial Settling Vendors, and Add-On Settling Defendants that are parties to this  
27 Consent Judgment.  
28

1 **3. INJUNCTIVE RELIEF**

2 3.1 Reformulation of Covered Products. After the Shipping Compliance Date, a  
3 Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail sale  
4 in California unless the Covered Product complies with Section 3.2 or, for Children's Products,  
5 Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After the Final  
6 Compliance Date, no Settling Defendant shall: (1) manufacture; (ii) ship; or (iii) sell or offer for  
7 sale, Covered Products for retail sale in California unless the Covered Product complies with  
8 Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of  
9 this Consent Judgment. Each Settling Defendant shall provide the requirements of this Consent  
10 Judgment to its Suppliers of Covered Products no later than 90 days after the Effective Date, and  
11 shall request each Supplier to use best efforts to provide compliant product as soon as  
12 commercially practicable.

13 3.2 General Reformulation Requirements. Covered Products that are not Children's  
14 Products or Body Piercing Jewelry, shall be made entirely from Class 1, Class 2, and Class 3  
15 Components, or any combination thereof, as these terms are defined below and in Exhibit B.

16 3.2.1 A "Class 1 Component" is the portion of a Covered Product that contains  
17 one or more of the following materials:

18 3.2.1.1 Stainless and surgical steels.

19 3.2.1.2 Karat gold.

20 3.2.1.3 Sterling silver.

21 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium

22 ("platinum group metals").

23 3.2.1.5 Natural and cultured pearls.

24 3.2.1.6 Glass, ceramic, and crystal decorative components (e.g., cat's eye,  
25 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

26 3.2.1.7 Any gemstone that is cut and polished for ornamental purposes  
27 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,  
28 phosgenite, samarskite, vanadinite, and wulfenite.

1                   3.2.1.8     Elastic, fabric, ribbon, rope, and string with no intentionally-added  
2 lead and not otherwise listed as a Class 2 component.

3                   3.2.1.9     Natural decorative materials (e.g., amber, bone, coral, feathers, fur,  
4 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add  
5 lead.

6                   3.2.1.10    Adhesives.

7                   3.2.2     A "Class 2 Component" is the portion of a Covered Product that contains  
8 one or more of the following materials:

9                   3.2.2.1     Metal alloys with less than 10 percent lead by weight ("88 metal")  
10 that are electroplated with suitable under and finish coats and that are plated utilizing the Best  
11 Management Practices described in Exhibit C. For Covered Products shipped by a Settling  
12 Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California,  
13 and for products sold or offered for retail sale in California by a Settling Defendant after August  
14 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight ("92 metal")  
15 that are electroplated with suitable under and finish coats and that are plated utilizing the Best  
16 Management Practices described in Exhibit C.

17                   3.2.2.2     Unplated metal containing less than 1.5 percent lead that is not  
18 defined as a Class 1 Component.

19                   3.2.2.3     Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and  
20 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For  
21 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a  
22 third party for retail sale in California, and for products sold or offered for retail sale in California  
23 by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent  
24 (200 ppm) lead by weight

25                   3.2.2.4     Dyes, and Surface Coatings containing less than 0.06 percent (600  
26 parts per million) lead. For purposes of this Consent Judgment, "Surface Coating" shall carry the  
27 same meaning as "Paint or other similar surface coating" under 16 CFR § 1303.2(b)(1) ("Paint and  
28 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without

1 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is  
2 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not  
3 include printing inks or those materials which actually become a part of the substrate, such as the  
4 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as  
5 by electroplating or ceramic glazing.”).

6 3.2.3 A “Class 3 Component” is any part of a Covered Product that is not a  
7 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600  
8 parts per million) lead.

9 3.3 **Children’s Products.** Children’s Products shall be made entirely from:

10 3.3.1 Non-metallic materials that are Class 1 Components;

11 3.3.2 Non-metallic materials that are Class 2 Components;

12 3.3.3 Metallic materials that are either Class 1 Components or contain less than  
13 0.06 percent (600 parts per million) lead;

14 3.3.4 Glass and crystal decorative components in an amount of no more than 1.0  
15 grams total;

16 3.3.5 Class 3 Components that contain less than 0.02 percent (200 parts per  
17 million) lead; or

18 3.3.6 Any combination thereof.

19 3.4 **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the  
20 following materials:

21 3.4.1 Surgical Implant Stainless Steel

22 3.4.2 Surgical Implant grades of Titanium

23 3.4.3 Niobium (Nb)

24 3.4.4 Solid 14 karat or higher white or yellow nickel-free gold

25 3.4.5 Solid platinum

26 3.4.6 A dense low porosity plastic such as Tygon or PTFE with no intentionally  
27 added lead.

28

1     **4.     ENFORCEMENT**

2           **4.1     General Enforcement Provisions.** The Attorney General, CEH, or AYS may, by  
3 motion or application for an order to show cause before this Court, enforce the terms and  
4 conditions contained in this Consent Judgment, subject to the following:

5                   4.1.1     Any action to enforce the terms of Section 3 of this Consent Judgment  
6 shall be brought exclusively pursuant to this Section 4.

7                   4.1.2     The Attorney General may enforce the provisions of this Consent  
8 Judgment as to any Settling Defendant.

9                   4.1.3     Subject to Section 4.1.4, CEH and AYS may each enforce the provisions  
10 of this Consent Judgment as to the CEH Defendants and AYS Defendants, respectively.

11                   4.1.4     No action to enforce this Consent Judgment may be brought by CEH or  
12 AYS unless the Attorney General either joins in such action or provides written non-objection to  
13 the proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of  
14 Section 4.2.3. The Attorney General agrees to provide either a written objection or written non-  
15 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for  
16 such a response from CEH or AYS, provided that the Attorney General may extend such 15 day  
17 response time by a single extension of an additional 15 days by writing to the requesting party.  
18 The fact that the Attorney General provides a written non-objection shall not be construed as  
19 endorsement of or concurrence in an enforcement action. Any written non-objection shall be  
20 admissible in court only if a Settling Defendant challenges the right of CEH or AYS to enforce  
21 this Consent Judgment for failure to obtain the written non-objection.

22           **4.2     Enforcement of Materials Violation.**

23                   4.2.1     Notice of Violation. In the event that, at any time following the  
24 Compliance Date, the Attorney General, CEH, or AYS ("Notifying Person") identifies one or  
25 more Covered Products that the Notifying Person believes in good faith do not comply with  
26 Section 3 of this Consent Judgment, the Notifying Person may issue a Notice of Violation  
27 pursuant to this Section

28                   4.2.2     Service of Notice of Violation and Supporting Documentation.

1                   4.2.2.1     The Notice of Violation shall be served on any Settling Defendant(s)  
2 that the Notifying Person knows offered the Covered Product for retail sale in California. The  
3 Notice of Violation shall also be served on any Settling Defendant that is a Supplier of the  
4 Covered Products identified by Brand Names listed on Exhibit E for the Covered Product(s) in  
5 question.

6                   4.2.2.2     The Notice of Violation shall be sent to the person(s) identified in  
7 Exhibit F to receive notices for such Settling Defendant(s), and must be served within 45 days of  
8 the date the alleged violation(s) was or were observed.

9                   4.2.2.3     The Notice of Violation shall, at a minimum, set forth for each  
10 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which  
11 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to  
12 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered  
13 Product and supporting documentation sufficient for validation of the test results, including all  
14 laboratory reports, quality assurance reports and quality control reports associated with testing of  
15 the Covered Products. Such Notice of Violation shall be based upon test data that meets the  
16 criteria of Exhibit D. Wipe, swipe, and swab testing are not sufficient to support a Notice of  
17 Violation.

18                  4.2.2.4     The Notifying Person shall promptly make available for inspection  
19 and/or copying upon request all supporting documentation related to the testing of the Covered  
20 Products and associated quality control samples, including chain of custody records, all laboratory  
21 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all  
22 printouts from all analytical instruments relating to the testing of Covered Product samples and  
23 any and all calibration, quality assurance, and quality control tests performed or relied upon in  
24 conjunction with the testing of the Covered Products, obtained by or available to the Notifying  
25 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if  
26 available, any exemplars of Covered Products tested.

27                  4.2.3     **Notice of Election of Response.** No more than 30 days after receiving a  
28 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person

1 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of  
2 Election").

3 4.2.3.1 If a Notice of Violation is contested the Notice of Election shall  
4 include all then-available documentary evidence regarding the alleged violation, including all test  
5 data, if any. If a Settling Defendant or Notifying Person later acquires additional test or other data  
6 regarding the alleged violation, it shall notify the other party and promptly provide all such data or  
7 information to the party. Any test data used to rebut a Notice of Violation shall meet the criteria  
8 of Exhibit D.

9 4.2.3.2 If a Notice of Violation is not contested, the Notice of Election shall  
10 include a description of the Settling Defendant's corrective action pursuant to Section 4.2.6. The  
11 Notice of Election shall include the name, address, telephone number, and other contact  
12 information, of the Settling Defendant's Supplier(s) of each Covered Product identified in the  
13 Notice of Violation, and any other Settling Defendant to whom it sold any Covered Product(s)  
14 identified in the Notice of Violation.

15 4.2.4 **Meet and Confer.** If a Notice of Violation is contested, the Notifying  
16 Person, the Attorney General, and all affected Settling Defendants shall meet and confer to attempt  
17 to resolve their dispute. Within 30 days of serving a Notice of Election contesting a Notice of  
18 Violation, and if no enforcement action has been filed, the Settling Defendant may withdraw the  
19 original Notice of Election contesting the violation and serve a new Notice of Election conceding  
20 the violation. If no informal resolution of a Notice of Violation results, the Notifying Person may  
21 by motion or order to show cause before the Superior Court of Alameda, seek to enforce the terms  
22 and conditions contained in this Consent Judgment. In any such proceeding, the Attorney  
23 General, CEH, and AYS may seek whatever fines, costs, penalties, or remedies are provided by  
24 law for failure to comply with the Consent Judgment.

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

1                   **4.2.6 Corrective Action in Non-Contested Matters.** A Settling Defendant that  
2 elects not to contest the allegation shall include in its Notice of Election a detailed description of  
3 corrective action that it has undertaken or proposes to undertake to remove the Covered Product(s)  
4 identified in the Notice of Violation for sale in California. Corrective action must include  
5 instructions to the Settling Defendant's stores and/or its customers that offer the Covered Product  
6 for sale to consumers to cease offering the Covered Product(s) identified in the Notice of Violation  
7 for sale in California as soon as practicable. The Settling Defendant shall make available to the  
8 Notifying Person for inspection and/or copying records and correspondence regarding the  
9 corrective action. If there is a dispute over the corrective action, the Parties shall meet and confer  
10 pursuant to Section 4.2.4 before seeking any remedy in court.

11                   **4.2.7 Required Contributions to Proposition 65 Jewelry Testing Fund in**  
12 **Non-Contested Matters.** The Settling Defendant shall be required to make a contribution to the  
13 Proposition 65 Jewelry Testing Fund as specified below:

14                   4.2.7.1 If the Settling Defendant serves a Notice of Election not to contest  
15 the allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall  
16 not be required to make any contributions pursuant to this Section.

17                   4.2.7.2 If the Settling Defendant serves a Notice of Election not to contest  
18 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the  
19 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of  
20 \$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any  
21 Notices of Violation served within a 30-day period. A Settling Defendant retailer is not required  
22 to make any payment pursuant to this Section for a Notice of Violation that is served less than six  
23 months after the Final Compliance Date.

24                   4.2.7.3 If the Settling Defendant withdraws a Notice of Election contesting  
25 the violation and serves a new Notice of Election not to contest the allegations in a Notice of  
26 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement  
27 action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant  
28 shall make a required contribution in the amount of \$7,500.00 for each Supplier from whom it

1 purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day  
2 period.

3 4.2.7.4 The contributions shall be paid within 15 days of service of a Notice  
4 of Election.

5 4.2.7.5 A Settling Defendant's liability for required contributions shall be  
6 limited as follows:

7 4.2.7.5.1 A Settling Defendant that is a Supplier to one or  
8 more retailers shall be liable for one required contribution within any 30-day period, regardless of  
9 the number of retailers to whom the Covered Product is distributed.

10 4.2.7.5.2 If more than one Settling Defendant has  
11 manufactured, sold, or distributed a Covered Product identified in a Notice of Violation, only one  
12 required contribution may be assessed against all Settling Defendants potentially liable therefor in  
13 any 30-day period, in the following order of priority: (1) Manufacturers; (2) Importers; (3)  
14 Distributors, and (4) Retailers.

15 4.2.7.5.3 A Settling Defendant's monetary liability to make  
16 required contributions under Section 4.2.7.2 shall be limited to \$5,000 for each 30-day period. A  
17 Settling Defendant's monetary liability to make required contributions under Section 4.2.7.3 shall  
18 be limited to \$15,000 for each 30-day period.

19 4.2.7.6 If a Settling Defendant has paid either of the payments set forth in  
20 Sections 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times  
21 in any 12-month period for Covered Products sold to the Settling Defendant from the same  
22 Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines,  
23 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

24 4.2.8 Limitation on Liability. The liability of a Settling Defendant that elects  
25 not to contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

## 26 5. PAYMENTS

27 5.1 **Payments by Initial Settling Defendants.** Within fifteen days of the Effective  
28 Date: (i) each Initial Settling Defendant or group of Initial Settling Defendants identified by a

35025277.2

1 separate number on Exhibit A shall pay the sum of \$25,000; and (ii) each Affiliate Settling  
2 Defendant listed on Exhibit A shall pay the sum of \$10,000, for an aggregate payment of  
3 \$1,875,000. The settlement payment shall be by check made payable to the Lexington Law  
4 Group, LLP Attorney Client Trust Account. The funds paid by the Initial Settling Defendants  
5 shall be aggregated and distributed as follows:

6 5.1.1 The sum of \$250,000 shall be paid to the Proposition 65 Jewelry Testing  
7 Fund, to be used for the purpose of obtaining and testing of Covered Products, and for the purpose  
8 of preparing and compiling the information and documentation to support a Notice of Violation,  
9 pursuant to sections 4.2.2.3 and 4.2.2.4.

10 5.1.2 The sum of \$246,853 as payment to private Plaintiffs in lieu of penalty  
11 pursuant to Health and Safety Code section 25249.7(b), and California Code of Regulations, title  
12 11, section 3202(b), to be distributed as follows:

13 5.1.2.1 The sum of \$186,511 to CEH. CEH shall use such funds to continue  
14 its work educating and protecting people from exposures to toxic chemicals, including heavy  
15 metals. CEH shall submit a proposal to the Attorney General for use of the funds, approval of  
16 which shall not be unreasonably withheld.

17 5.1.2.2 The sum of \$60,342 to AYS. AYS shall use such funds to continue  
18 its work educating and protecting people from exposures to toxic chemicals, including heavy  
19 metals. AYS shall submit a proposal to the Attorney General for use of the funds, approval of  
20 which shall not be unreasonably withheld.

21 5.1.3 As reimbursement of Plaintiffs' attorney's fees and investigation costs, as  
22 follows:

23 5.1.3.1 The sum of \$383,993 to the Office of California Attorney General.

24 5.1.3.2 The sum of \$811,870 to CEH.

25 5.1.3.3 The sum of \$ 82,284 to AYS.

26 5.1.4 The amount of \$100,000 as a civil penalty pursuant to Health and Safety  
27 Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b). The civil  
28 penalty shall be distributed entirely from settlement proceeds paid for by the Initial Settling

1 Vendors, however this allocation shall not change the amount paid by each Settling Defendant  
2 under Section 5.1. The \$25,000 portion of the \$100,000 penalty allocated pursuant to Health and  
3 Safety Code Section 25192(a)(2) shall be divided as follows: \$13,250 to CEH; \$9,500 to the  
4 Office of the California Attorney General; and \$2,250 to AYS.

5           5.1.5           All funds paid to the Attorney General pursuant to Sections 5.1.3.1,  
6 5.2.1.3.3, and 5.2.1.4 shall be placed in an interest-bearing special Deposit Fund established by the  
7 Attorney General. Those funds, including any interest derived therefrom, shall be used by the  
8 Attorney General, until all funds are exhausted, for the costs and expenses associated with the  
9 enforcement and implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986  
10 ("Proposition 65"), including investigations, enforcement actions, other litigation or activities as  
11 determined by the Attorney General to be reasonably necessary to carry out his duties and  
12 authority under Proposition 65. Such funding may be used for the costs of the Attorney General's  
13 investigation, filing fees, and other court costs, payment to expert witnesses and technical  
14 consultants, purchase of equipment, travel, purchase of written materials, laboratory testing,  
15 sample collection, or any other cost associated with the Attorney General's duties or authority  
16 under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this Section, and  
17 any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney  
18 General's Office and in no manner shall supplant or cause any reduction of any portion of the  
19 Attorney General's budget.

20           **5.2    Payments by Add-On Defendants.** Within 45 days of the Effective Date, each  
21 Add-On Settling Defendant shall pay the sum of \$40,000. The settlement payment shall be made  
22 by two checks consisting of one check in the amount of \$17,500 to Defendants' Liaison Counsel,  
23 payable to the Fulbright & Jaworski L.L.P. Client Trust Account, and one check in the amount of  
24 \$22,500 payable to the Lexington Law Group, LLP Attorney Client Trust Account. If the Add-On  
25 Settling Defendant is identified in Section 1.3 as a "Non-Settling Defendant," then it shall pay an  
26 additional \$5,000, by adding \$2,500 to the payment to Defendants' Liaison Counsel and \$2,500 to  
27 the payment to the Lexington Law Group, LLP Attorney Client Trust Account.

1           5.2.1    The funds paid by the Add-On Settling Defendants to Lexington Law  
2 Group, LLP Attorney Client Trust Account, and any excess funds remitted by Defendants Liaison  
3 Counsel pursuant to Section 5.2.2.4, shall be aggregated and distributed as follows:

4                   5.2.1.1    The amount of \$5,000 shall be paid by each Add-On Settling  
5 Defendant as a civil penalty pursuant to Health and Safety Code section 25249.7(b), and  
6 California Code of Regulations, title 11, section 3202(b). The \$1,250 portion of each \$5,000  
7 penalty payment allocated pursuant to Health and Safety Code Section 25192(a)(2) shall be  
8 divided as follows: \$662 to CEH; \$475 to the Office of the California Attorney General; and \$113  
9 to AYS.

10                   5.2.1.2    The amount of \$1,500 shall be paid by each Add-On Settling  
11 Defendant to the Proposition 65 Jewelry Testing Fund, to be used for the purpose of obtaining and  
12 testing of Covered Products, and for the purpose of preparing and compiling the information and  
13 documentation to support a Notice of Violation, pursuant to sections 4.2.2.3 and 4.2.2.4.

14                   5.2.1.3    As payment to private Plaintiffs in lieu of penalty pursuant to Health  
15 and Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b),  
16 to be distributed as follows:

17                           5.2.1.3.1       35% of the remaining funds from first 31 Add-Ons  
18 and 70% of the remainder after 31 Add-Ons to CEH. CEH shall use such funds to continue its  
19 work educating and protecting people from exposures to toxic chemicals, including heavy metals.  
20 CEH shall submit a proposal to the Attorney General for use of the funds, approval of which shall  
21 not be unreasonably withheld.

22                           5.2.1.3.2       5% of the remaining funds from first 31 Add-Ons and  
23 10% of the remainder after 31 Add-Ons to AYS. AYS shall use such funds to continue its work  
24 educating and protecting people from exposures to toxic chemicals, including heavy metals. AYS  
25 shall submit a proposal to the Attorney General for use of the funds, approval of which shall not  
26 be unreasonably withheld.

27                           5.2.1.3.3       10% of the remaining funds from first 31 Add-Ons  
28 and 20% of the remainder after 31 Add-Ons to the Office of the California Attorney General. The

1 California Attorney General shall use such funds for the purpose of obtaining experts and  
2 consultants, and for other costs associated with the investigation and prosecution of other actions  
3 under Proposition 65.

4 5.2.1.4 As reimbursement of Plaintiffs' attorney's fees and investigation  
5 costs, as follows:

6 5.2.1.4.1 27.3% of the remaining funds from first 31 Add-Ons  
7 to the Office of California Attorney General.

8 5.2.1.4.2 20.1% of the remaining funds from first the Add-Ons  
9 to CEH.

10 5.2.1.4.3 2.6% of the remaining funds from first 31 Add-Ons  
11 to AYS.

12 5.2.2 The funds paid by the Add-On Settling Defendants to Defendants' Liaison  
13 Counsel shall be aggregated and distributed to the Initial Settling Defendants for reimbursement of  
14 Settlement-Related Costs that have inured to the benefit of all Settling Defendants. The funds  
15 received by Initial Settling Defendants pursuant to this Section comprise a small percentage of the  
16 Initial Settling Defendants' actual Settlement Related Costs. The Attorney General has reviewed  
17 these Settlement Related Costs and applied the guidelines contained in 22 California Code of  
18 Regulations section 3201, subdivisions (d) and (e), and determined that they are reasonable.  
19 Distribution of funds for reimbursement of Settlement Related Costs shall be made pursuant to the  
20 following:

21 5.2.2.1 Distribution of funds under this Section shall be apportioned 46.28%  
22 to Initial Settling Vendors and 53.72% to the Initial Retailer Settling Defendants, to a cap of  
23 \$1,065,729.

24 5.2.2.2 The Settlement Related Costs that qualify for reimbursement  
25 pursuant to this section include the following:

26 5.2.2.2.1 No more than \$93,492 for sums paid to the mediator  
27 who presided over negotiations leading to this Consent Judgment;



1 incorporation of Add-On Defendants to this Consent Judgment pursuant to the Stipulation for  
2 Entry of Judgment. The amended Consent Judgment shall be filed and served on all Parties. If no  
3 Party objects within 15 days of service thereof, the Court will enter the Amended Consent  
4 Judgment and this Consent Judgment will be deemed so amended.

5       **6.3 Subsequent Legislation.** If, subsequent to the Effective Date, legislation is  
6 adopted that addresses the lead content of Covered Products sold in California, any Party shall be  
7 entitled to request that the court modify this Consent Judgment for good cause shown.

8       **6.4 Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to  
9 Covered Products other than Children's Products as follows:

10               **6.4.1 Limited Reopener of Component Designation for Certain**  
11 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and  
12 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been  
13 designated as Class 1 Components. The Attorney General, or AYS or CEH with the written non-  
14 opposition of the Attorney General, may seek to modify this Consent Judgment by seeking the re-  
15 designation of any material described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a  
16 Class 2 Component with a lead standard for such material, if, subsequent to the Effective Date, the  
17 Attorney General, AYS, or CEH obtain information that demonstrates that such material contains  
18 lead and that the use of the material in any Covered Product exposes users of the Covered Product  
19 to lead in an amount greater than 0.5 micrograms per day.

20               **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this  
21 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a  
22 Class 2 Component with a lead specification standard.

23               **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to  
24 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

25                       **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component  
26 if the moving party demonstrates that such material does not contain lead, or that the use of the  
27 material in any Covered Product does not expose users of the Covered Product to lead in an  
28 amount greater than 0.5 micrograms per day.

1                   6.4.3.2     A Class 3 Component, and the materials described in Sections  
2 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification  
3 standard if the moving party demonstrates that use of such material at or below the standard does  
4 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms  
5 per day.

6                   6.5     **Extension of Shipping Compliance Date.** A Settling Defendant that is a Supplier  
7 may request an extension of any Shipping Compliance Date applicable to a Covered Product  
8 under Section 3 if the Supplier can demonstrate to the Attorney General that it cannot comply with  
9 the Shipping Compliance Date despite all commercially reasonable efforts to comply. Any  
10 extension provided pursuant to this Section shall be conditioned upon a showing that any retailers  
11 to whom the Supplier will sell the Covered Product will be able to comply with the applicable  
12 Final Compliance Date(s), and all such retailers shall be considered affected Parties under  
13 Section 6.6.

14                   6.6     **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
15 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
16 modify the Consent Judgment.

17     **7.     CLAIMS COVERED AND RELEASE**

18                   7.1     This Consent Judgment is a full, final, and binding resolution between the People,  
19 CEH, AYS, and Settling Defendants, their parents, shareholders, divisions, subdivisions,  
20 subsidiaries, partners, sister companies and their successors and assigns (“Defendant Releasees”),  
21 and all entities to whom they distribute or sell Covered Products, including but not limited to  
22 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees  
23 (“Downstream Defendant Releasees”), of any violation of Proposition 65, Business & Professions  
24 Code sections 17200 et seq., or any other statutory or common law claims that have been or could  
25 have been asserted in the public interest or on behalf of the general public against Settling  
26 Defendants, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to  
27 warn about exposure to chromium, lead, and nickel arising in connection with Covered Products  
28 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date, or any claim

1 based on the facts or conduct alleged in the Complaint, or facts similar to those alleged, whether  
2 based on actions committed by Settling Defendants, Defendant Releasees, or Downstream  
3 Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling  
4 Defendants and Defendant Releasees, resolves any issue from the Effective Date into the future  
5 concerning compliance by Settling Defendants, Defendant Releasees and Downstream Defendant  
6 Releasees regarding failure to warn about exposure to chromium, lead, and nickel arising in  
7 connection with Covered Products manufactured, distributed or sold by Settling Defendants after  
8 the Effective Date. This Section shall not apply to any Supplier that is not a Settling Defendant  
9 unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

10 7.2 The People, CEH, and AYS, for themselves and acting on behalf of the public  
11 interest pursuant to Health and Safety Code § 25249.7(d) and the general public pursuant to  
12 Business and Professions Code § 17204, release, waive, and forever discharge any and all claims  
13 against each Settling Defendant, Defendant Releasee, and Downstream Defendant Releasee  
14 arising from any violation of Proposition 65, Business & Professions Code sections 17200 et seq.,  
15 or any other statutory or common law claims that have been or could have been asserted in the  
16 public interest or on behalf of the general public regarding the failure to warn about exposure to  
17 chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed  
18 or sold by Settling Defendants prior to or after the Effective Date, or any claim based on the facts  
19 or conduct alleged in the Complaint, or facts similar to those alleged. This Section shall not apply  
20 to any Supplier that is not a Settling Defendant unless such Supplier is a parent, subsidiary, or  
21 sister company of a Settling Defendant.

22 7.3 A Covered Product sold by a Related Company identified on Exhibit A that  
23 complies with the standards set forth in Section 3.2 shall be deemed to be sold in compliance with  
24 the warning requirement of Proposition 65 for chromium, lead, and nickel.

25 7.4 Nothing in this Section 7 shall release, or in any way affect any rights that any  
26 Settling Defendant might have against any other party, whether or not that party is a Settling  
27 Defendant.

1 **8. PROVISION OF NOTICE**

2 8.1 When any party is entitled to receive any notice under this Consent Judgment, the  
3 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Exhibit F.  
4 Any party may modify the person and address to whom the notice is to be sent by sending each  
5 other party notice by certified mail and/or other verifiable form of written communication.

6 **9. COURT APPROVAL**

7 9.1 This Consent Judgment shall become effective upon entry by the Court (the  
8 "Effective Date").

9 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
10 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
13 California.

14 10.2 The Parties, including their counsel, have participated in the preparation of this  
15 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
16 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
17 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
18 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
19 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
20 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
21 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
22 this regard, the Parties hereby waive California Civil Code section 1654.

23 **11. ATTORNEY'S FEES**

24 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent  
25 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs  
26 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent  
27 Judgment, the term substantial justification shall carry the same meaning as used in the Civil  
28 Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

1           11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement  
2 action brought pursuant to Section 4 may seek an award of attorney's fees pursuant to Code of  
3 Civil Procedure § 1021.5 against a party that acted with substantial justification. The party  
4 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this  
5 provision shall not be construed as altering any procedural or substantive requirements for  
6 obtaining such an award.

7           11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of  
8 sanctions pursuant to law.

9 **12. ENTIRE AGREEMENT**

10           12.1 This Consent Judgment contains the sole and entire agreement and understanding  
11 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
12 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
13 and therein. There are no warranties, representations, or other agreements between the Parties  
14 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
15 other than those specifically referred to in this Consent Judgment have been made by any Party  
16 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
17 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,  
18 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the  
19 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be  
20 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,  
21 nor shall such waiver constitute a continuing waiver.

22 **13. RETENTION OF JURISDICTION**

23           13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
24 Consent Judgment.

25 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

26           14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
27 by the party he or she represents to stipulate to this Consent Judgment and to enter into and  
28 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

1 **15. EXECUTION IN COUNTERPARTS**

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

4 IT IS SO STIPULATED:

5 Dated: _____, 2006	<b>BILL LOCKYER</b> <b>ATTORNEY GENERAL</b>  By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
6	
7	
8	
9	
10 Dated: _____, 2006	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  By _____
11	
12	
13	
14	
15 Dated: _____, 2006	<b>AS YOU SOW</b>  By _____
16	
17	
18	
19 Dated: _____, 2006	<b>AIJJ ENTERPRISES, INC.</b>  By _____
20	
21	
22	
23 Dated: _____, 2006	<b>RAINBOW APPAREL OF AMERICA, INC.</b>  By _____
24	
25	
26	

IT IS SO STIPULATED:

1		
2	Dated: 1/25, 2006	<b>BILL LOCKYER ATTORNEY GENERAL</b>
3		
4		By <u>EWG</u>
5		<b>EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL</b>
6		
7	Dated: , 2006	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>
8		
9		By _____
10		
11	Dated: , 2006	<b>AS YOU SOW</b>
12		
13		By _____
14		
15	Dated: , 2006	<b>AIJJ ENTERPRISES, INC.</b>
16		
17		By _____
18		
19	Dated: , 2006	<b>RAINBOW APPAREL OF AMERICA, INC.</b>
20		
21		By _____
22		
23	Dated: , 2006	<b>RAINBOW APPAREL DISTRIBUTION CENTER CORP.</b>
24		
25		By _____
26		
27		
28		

1 IT IS SO STIPULATED:

2	Dated: _____, 2006	<b>BILL LOCKYER</b> <b>ATTORNEY GENERAL</b>
3		
4		
5		By _____
6		<b>HARRISON POLLAK</b> <b>DEPUTY ATTORNEY GENERAL</b>

7	Dated: <u>1/10</u> , 2006	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>
8		
9		
10		By <u><i>Michael C.</i></u>

11	Dated: _____, 2006	<b>AS YOU SOW</b>
12		
13		
14		By _____

15	Dated: _____, 2006	<b>AIJJ, ENTERPRISES, INC.</b>
16		
17		
18		By _____

19	Dated: _____, 2006	<b>RAINBOW APPAREL OF AMERICA, INC.</b>
20		
21		
22		By _____

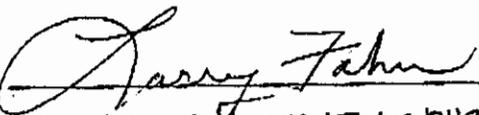
23	Dated: _____, 2006	<b>RAINBOW APPAREL DISTRIBUTION</b> <b>CENTER CORP.</b>
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1 **15. EXECUTION IN COUNTERPARTS**

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

4 **IT IS SO STIPULATED:**

<p>5 Dated: _____, 2006</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p>	<p><b>BILL LOCKYER</b> <b>ATTORNEY GENERAL</b></p> <p>By _____</p> <p><b>EDWARD G. WEIL</b> <b>SUPERVISING DEPUTY ATTORNEY</b> <b>GENERAL</b></p>
<p>10 Dated: _____, 2006</p> <p>11</p> <p>12</p> <p>13</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <p>By _____</p>
<p>14 Dated: <u>1/25</u>, 2006</p> <p>15</p> <p>16</p> <p>17</p>	<p><b>AS YOU SOW</b></p> <p>By </p> <p><b>LARRY FAHN, EXECUTIVE DIRECTOR</b></p>
<p>18 Dated: _____, 2006</p> <p>19</p> <p>20</p> <p>21</p>	<p><b>AIJJ ENTERPRISES, INC.</b></p> <p>By _____</p>
<p>22 Dated: _____, 2006</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p>	<p><b>RAINBOW APPAREL OF AMERICA, INC.</b></p> <p>By _____</p>

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IT IS SO STIPULATED:

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Dated: _____, 2006	<b>BILL LOCKYER ATTORNEY GENERAL</b>
	By _____ <b>HARRISON POLLAK DEPUTY ATTORNEY GENERAL</b>

Dated: _____, 2006	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>
	By _____

Dated: _____, 2006	<b>AS YOU SOW</b>
	By _____

Dated: <i>January 10, 2006</i>	<b>AIJJ, ENTERPRISES, INC.</b>
	By _____ <i>Joseph Chehab, Vice President</i>

Dated: <i>January 10, 2006</i>	<b>RAINBOW APPAREL OF AMERICA, INC.</b>
	By _____ <i>Joseph Chehab, Vice President</i>

Dated: <i>January 10, 2006</i>	<b>RAINBOW APPAREL DISTRIBUTION CENTER CORP.</b>
	By _____ <i>Joseph Chehab, Vice President</i>

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Dated: *January 12*, 2006

**THE NEW 5-7-9 AND BEYOND, INC.**  
  
By *Joseph Chehab, Vice President*

Dated: \_\_\_\_\_, 2006

**BURLINGTON COAT FACTORY  
WAREHOUSE CORPORATION**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**CBI DISTRIBUTING CORP.**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**CLAIRE'S BOUTIQUES, INC.**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**CHARLOTTE RUSSE, INC.**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**COST PLUS, INC.**  
  
By \_\_\_\_\_

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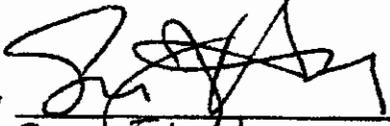
Dated: \_\_\_\_\_, 2006

**THE NEW 5-7-9 AND BEYOND, INC.**

By \_\_\_\_\_

Dated: 1/12, 2006

**BURLINGTON COAT FACTORY  
WAREHOUSE CORPORATION**

By   
Steve John Haigney  
General Attorney

Dated: \_\_\_\_\_, 2006

**CBI DISTRIBUTING CORP.**

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**CLAIRE'S BOUTIQUES, INC.**

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Dated: \_\_\_\_\_, 2006

**CHARLOTTE RUSSE, INC.**

By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

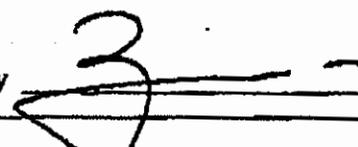
**COST PLUS, INC.**

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Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.  By _____
Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION  By _____
Dated: <i>January 19, 2006</i>	CBI DISTRIBUTING CORP.  By <i>Eileen Bruce Schaefer</i> Co-Chief Executive Officer
Dated: <i>January 19, 2006</i>	CLAIRE'S BOUTIQUES, INC.  By <i>Eileen Bruce Schaefer</i> Co-Chief Executive Officer
Dated: , 2006	CHARLOTTE RUSSE, INC.  By _____
Dated: , 2006	COST PLUS, INC.  By _____

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Dated: , 2006	<b>THE NEW 5-7-9 AND BEYOND, INC.</b>  By _____
Dated: , 2006	<b>BURLINGTON COAT FACTORY WAREHOUSE CORPORATION</b>  By _____
Dated: , 2006	<b>CBI DISTRIBUTING CORP.</b>  By _____
Dated: , 2006	<b>CLAIRE'S BOUTIQUES, INC.</b>  By _____
Dated: <i>1/12</i> , 2006	<b>CHARLOTTE RUSSE, INC.</b>  By  _____
Dated: , 2006	<b>COST PLUS, INC.</b>  By _____

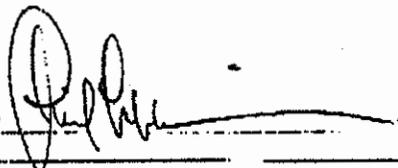
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Dated: <u>Jan 13</u> , 2006	<b>EXPRESS, LLC</b>  By <u>Douglas L. Williams</u>
Dated: <u>Jan 13</u> , 2006	<b>THE LIMITED STORES, INC.</b>  By <u>Douglas L. Williams</u>
Dated: <u>Jan 13</u> , 2006	<b>VICTORIA'S SECRET STORES, LLC</b>  By <u>Douglas L. Williams</u>
Dated: <u>Jan 13</u> , 2006	<b>VICTORIA'S SECRET DIRECT, LLC</b>  By <u>Douglas L. Williams</u>
Dated: _____, 2006	<b>FEDERATED DEPARTMENT STORES, INC.</b>  By _____
Dated: _____, 2006	<b>MACY'S WEST, INC.</b>  By _____

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Dated: , 2006	<b>EXPRESS, LLC</b>  By _____
Dated: , 2006	<b>LIMITED STORES</b>  By _____
Dated: , 2006	<b>VICTORIA'S SECRET STORES</b>  By _____
Dated: , 2006	<b>VICTORIA'S SECRET DIRECT</b>  By _____
Dated: , 2006	<b>VICTORIA'S SECRET BEAUTY</b>  By _____
Dated: , 2006	<b>FEDERATED DEPARTMENT STORES, INC.</b>  By  _____

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Dated: <u>January 12, 2006</u>	<b>MACY'S WEST, INC.</b>  By: 
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Dated: _____, 2006	<b>FEDERATED RETAIL HOLDINGS, INC.</b>  By: _____
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Dated: _____, 2006	<b>FOREVER 21, INC.</b>  By: _____
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Dated: _____, 2006	<b>FOREVER 21 RETAIL, INC.</b>  By: _____
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Dated: _____, 2006	<b>GOTTSCHALKS, INC.</b>  By: _____
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Dated: _____, 2006	<b>GROUP USA APPAREL, INC.</b>  By: _____
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Dated: , 2006	MACY'S WEST, INC.  By _____
Dated: 1/13 , 2006	FEDERATED RETAIL HOLDINGS, INC. D/B/A ROBINSONS-MAY  By: Bernard Powers, Senior Vice President
Dated: , 2006	FOREVER 21, INC.  By _____
Dated: , 2006	FOREVER 21 RETAIL, INC.  By _____
Dated: , 2006	GOTTSCHALKS, INC.  By _____
Dated: , 2006	GROUP USA APPAREL, INC.  By _____

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Dated: 2006

TOYS 'R' US, INC.

By

Dated: 2006

THE WALT DISNEY WORLD CO.

By

Dated: 2006

FOREVER 21, INC. and  
FOREVER 21 RETAIL, INC.

By

Dated: 1/13/06 2006

*Jane S. Kim, SVP  
FOREVER 21, INC. AND  
FOREVER 21 RETAIL, INC.*

By

Dated: 2006

By

Dated: 2006

By

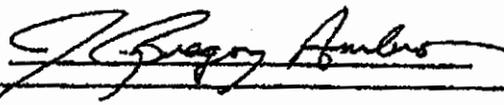
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Dated: _____, 2006	<b>MACY'S WEST, INC.</b>  By _____
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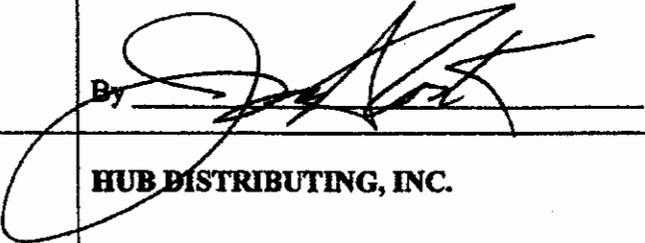
Dated: _____, 2006	<b>FOREVER 21, INC.</b>  By _____
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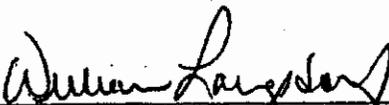
Dated: _____, 2006	<b>FOREVER 21 RETAIL, INC.</b>  By _____
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Dated: _____, 2006	<b>GOTTSCHALKS, INC.</b>  By _____
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Dated: <i>JAN. 12</i> , 2006	<b>GROUP USA APPAREL, INC.</b>  By 
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Dated: , 2006	<b>HOT TOPIC, INC.</b>  By 
Dated: , 2006	<b>HUB DISTRIBUTING, INC.</b>  By _____
Dated: , 2006	<b>J.C. PENNEY CORPORATION, INC.</b>  By _____
Dated: , 2006	<b>KOHL'S CORPORATION</b>  By _____
Dated: , 2006	<b>KOHL'S DEPARTMENT STORES, INC.</b>  By _____
Dated: , 2006	<b>KMART CORPORATION</b>  By _____

Dated: _____, 2006	<b>HOT TOPIC, INC.</b>  By _____
Dated: _____, 2006	<b>HUB DISTRIBUTING, INC.</b>  By  <b>WILLIAM LANGSDORF</b> <b>SENIOR VICE PRESIDENT</b>
Dated: _____, 2006	<b>J.C. PENNEY CORPORATION, INC.</b>  By _____
Dated: _____, 2006	<b>KOHL'S CORPORATION</b>  By _____
Dated: _____, 2006	<b>KOHL'S DEPARTMENT STORES, INC.</b>  By _____
Dated: _____, 2006	<b>KMART CORPORATION</b>  By _____

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Dated: , 2006	HUB DISTRIBUTING, INC.  By _____
Dated: <i>Jan 20</i> , 2006	J.C. PENNEY CORPORATION, INC.  By <i>Cindy D. Connor</i>
Dated: , 2006	KOHL'S CORPORATION  By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.  By _____
Dated: , 2006	KMART CORPORATION  By _____
Dated: , 2006	JOE BOXER COMPANY, INC.  By _____

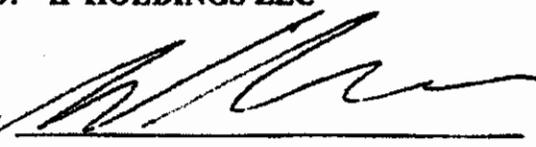
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Dated: , 2006	<b>HOT TOPIC, INC.</b>  By _____
Dated: , 2006	<b>HUB DISTRIBUTING, INC.</b>  By _____
Dated: , 2006	<b>J.C. PENNEY CORPORATION, INC.</b>  By _____
Dated: JAN. 10 , 2006	<b>KOHL'S CORPORATION</b>  By <u>Peggy Eshenari</u> EVE of Product Development
Dated: JAN. 10 , 2006	<b>KOHL'S DEPARTMENT STORES, INC.</b>  By <u>Peggy Eshenari</u> EVE of Product Development
Dated: , 2006	<b>KMART CORPORATION</b>  By _____

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Dated: , 2006	HUB DISTRIBUTING, INC.  By _____
Dated: , 2006	J.C. PENNEY CORPORATION, INC.  By _____
Dated: , 2006	KOHL'S CORPORATION  By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.  By _____
Dated: January 17, 2006	KMART CORPORATION  By <u>MARY TERLENIA</u>
Dated: , 2006	JOE BOXER COMPANY, INC.  By _____

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Dated: , 2006	<b>HUB DISTRIBUTING, INC.</b>  By _____
Dated: , 2006	<b>J.C. PENNEY CORPORATION, INC.</b>  By _____
Dated: , 2006	<b>KOHL'S CORPORATION</b>  By _____
Dated: , 2006	<b>KOHL'S DEPARTMENT STORES, INC.</b>  By _____
Dated: , 2006	<b>KMART CORPORATION</b>  By _____
Dated: JAN. 19 , 2006	<b>JOE BOXER COMPANY, INC. - ASSIGNED TO: IP HOLDINGS LLC</b>  By   Warren Clamen, President IP Holdings and Management Corp. Its Sole Manager

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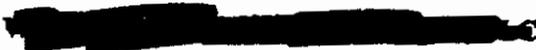
Dated: _____, 2006	 By _____
Dated: January 17, 2006	SEARS ROEBUCK AND CO.  By <u>MARY Tortorella</u>
Dated: _____, 2006	LANE BRYANT, INC.  By _____
Dated: _____, 2006	LERNER NEW YORK, INC.  By _____
Dated: _____, 2006	LIMITED TOO STORE PLANNING, INC.  By _____
Dated: _____, 2006	TOO, INC.  By _____



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Dated: _____, 2006	<b>JOE BOXER COMPANY, INC.</b>  By _____
Dated: _____, 2006	<b>[REDACTED]</b>  By _____
Dated: _____, 2006	<b>SEARS ROEBUCK AND CO.</b>  By _____
Dated: _____, 2006	<b>LANE BRYANT, INC.</b>  By _____
Dated: <u>Jan. 12</u> , 2006	<b>LERNER NEW YORK, INC.</b>  By <u><i>[Signature]</i></u>
Dated: _____, 2006	<b>LIMITED TOO STORE PLANNING, INC.</b>  By _____

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Dated: , 2006	 By _____
Dated: , 2006	SEARS ROEBUCK AND CO. By _____
Dated: , 2006	LANE BRYANT, INC. By _____
Dated: , 2006	LERNER NEW YORK, INC. By _____
Dated: <u>1/17</u> , 2006	LIMITED TOO STORE PLANNING, INC. By <u>William May</u>
Dated: <u>1/17</u> , 2006	TOO, INC. By <u>William May</u>

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Dated: , 2006	<b>TOO, INC.</b>  By _____
Dated: <i>February 17</i> , 2006	<b>LONGS DRUG STORES CALIFORNIA, INC.</b> Senior Vice President and General Counsel By <i>[Signature]</i>
Dated: , 2006	<b>MERVYN'S, LLC</b>  By _____
Dated: , 2006	<b>NORDSTROM, INC.</b>  By _____
Dated: , 2006	<b>ROSS STORES, INC.</b>  By _____
Dated: , 2006	<b>STYLES FOR LESS, INC.</b>  By _____

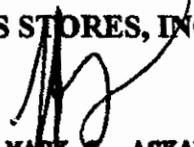
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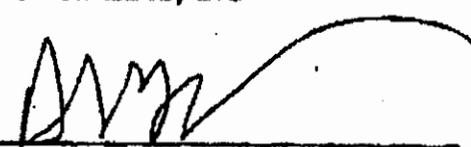
Dated: , 2006	TOO, INC.  By _____
Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.  By _____
Dated: , 2006	MERVYN'S, LLC  By 
Dated: , 2006	NORDSTROM, INC.  By _____
Dated: , 2006	ROSS STORES, INC.  By _____
Dated: , 2006	STYLES FOR LESS, INC.  By _____

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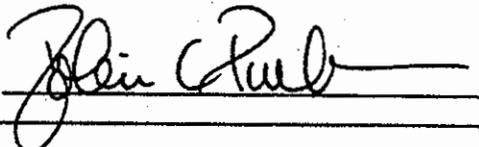
Dated: _____, 2006	<b>LONGS DRUG STORES CALIFORNIA, INC.</b>  By _____
Dated: _____, 2006	<b>MERVYN'S, LLC</b>  By _____
Dated: _____, 2006	<b>NORDSTROM, INC.</b>  By <u>Margaret Myers</u>
Dated: _____, 2006	<b>ROSS STORES, INC.</b>  By _____
Dated: _____, 2006	<b>STYLES FOR LESS, INC.</b>  By _____
Dated: _____, 2006	<b>TARGET CORPORATION</b>  By _____

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Dated: _____, 2006	<b>LONGS DRUG STORES CALIFORNIA, INC.</b>  By _____
Dated: _____, 2006	<b>MERVYN'S, LLC</b>  By _____
Dated: _____, 2006	<b>NORDSTROM, INC.</b>  By _____
Dated: _____, 2006	<b>ROSS STORES, INC.</b>  By  <b>MARK S. ASKANAS</b> <b>GENERAL COUNSEL &amp; SENIOR VICE PRESIDENT</b>
Dated: _____, 2006	<b>STYLES FOR LESS, INC.</b>  By _____
Dated: _____, 2006	<b>TARGET CORPORATION</b>  By _____

1	Dated: , 2006	TOO, INC.
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5	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
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8		By _____
9	Dated: , 2006	MERVYN'S, LLC
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12		By _____
13	Dated: , 2006	NORDSTROM, INC.
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16		By _____
17	Dated: , 2006	ROSS STORES, INC.
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21	Dated: 1-24 - , 2006	STYLES FOR LESS, INC.
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Dated: _____, 2006	<b>LONGS DRUG STORES CALIFORNIA, INC.</b>  By _____
Dated: _____, 2006	<b>MERVYN'S, LLC</b>  By _____
Dated: _____, 2006	<b>NORDSTROM, INC.</b>  By _____
Dated: _____, 2006	<b>ROSS STORES, INC.</b>  By _____
Dated: _____, 2006	<b>STYLES FOR LESS, INC.</b>  By _____
Dated: Jan. 12, 2006	<b>TARGET CORPORATION</b>  By 

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Dated: \_\_\_\_\_, 2006  
**TARGET CORPORATION**  
By \_\_\_\_\_

Dated: January 9, 2006  
**THE BUCKLE, INC.**  
By Karen B. Rhoads

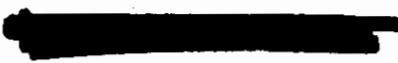
Dated: \_\_\_\_\_, 2006  
**TOYS "R" US, INC.**  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006  
**WALGREEN CO.**  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006  
**[REDACTED]**  
By \_\_\_\_\_

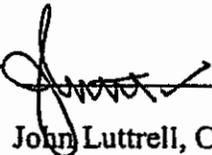
Dated: \_\_\_\_\_, 2006  
**THE WALT DISNEY WORLD CO.**  
By \_\_\_\_\_

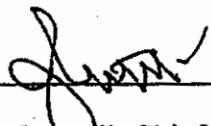
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Dated: _____, 2006	THE BUCKLE, INC.  By _____
Dated: <i>January 23</i> , 2006	TOYS "R" US, INC.  By <i>Ernesto Francisco</i> <i>S.V.P. Con Hoy + Personal Worlds.</i>
Dated: _____, 2006	WALGREEN CO.  By _____
Dated: _____, 2006	  By _____
Dated: _____, 2006	WALT DISNEY WORLD CO.  By _____
Dated: _____, 2006	THE WET SEAL, INC.  By _____





1	Dated: _____, 2006	<b>THE BUCKLE, INC.</b>
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5	Dated: _____, 2006	<b>TOYS "R" US, INC.</b>
6		
7		By _____
8		
9	Dated: _____, 2006	<b>WALGREEN CO.</b>
10		
11		By _____
12	Dated: _____, 2006	<b>[REDACTED]</b>
13		
14		By _____
15		
16	Dated: _____, 2006	<b>WALT DISNEY WORLD CO.</b>
17		
18		By _____
19		
20	Dated: Jan. 24, 2006	<b>THE WET SEAL, INC. AND DBA ARDEN B</b>
21		
22		By  _____
23		John Luttrell, Chief Financial Officer

<p>1 Dated: Jan 24 , 2006</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>	<p><b>THE WET SEAL RETAIL, INC. AND DBA ARDEN B</b></p> <p>By <u></u></p> <p>John Luttrell, Chief Financial Officer</p>
<p>6 Dated: , 2006</p> <p>7</p> <p>8</p> <p>9</p>	<p><b>ZUMIEZ, INC.</b></p> <p>By _____</p>
<p>10 Dated: , 2006</p> <p>11</p> <p>12</p> <p>13</p>	<p><b>ADINA, INC.</b></p> <p>By _____</p>
<p>14 Dated: , 2006</p> <p>15</p> <p>16</p> <p>17</p>	<p><b>ARDEN JEWELRY MANUFACTURING COMPANY, INC.</b></p> <p>By _____</p>
<p>18 Dated: , 2006</p> <p>19</p> <p>20</p>	<p><b>BALLET JEWELS, L.L.C.</b></p> <p>By _____</p>
<p>21 Dated: , 2006</p> <p>22</p> <p>23</p> <p>24</p>	<p><b>BERNARDO MANUFACTURING</b></p> <p>By _____</p>

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Dated: , 2006	<b>THE WET SEAL, INC.</b>  By _____
Dated: , 2006	<b>THE WET SEAL RETAIL, INC.</b>  By _____
Dated: , 2006	<b>ZUMIEZ, INC.</b>  By <u><i>B. Morris</i></u>
Dated: , 2006	<b>ADINA, INC.</b>  By _____
Dated: , 2006	<b>ARDEN JEWELRY MANUFACTURING COMPANY, INC.</b>  By _____
Dated: , 2006	<b>BALLET JEWELS, L.L.C.</b>  By _____

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Dated: , 2006  
**THE WET SEAL, INC.**  
By \_\_\_\_\_

Dated: , 2006  
**THE WET SEAL RETAIL, INC.**  
By \_\_\_\_\_

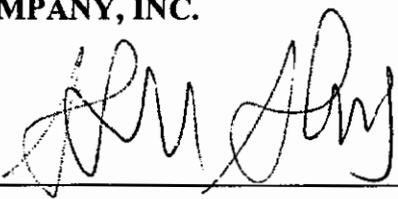
Dated: , 2006  
**ZUMIEZ, INC.**  
By \_\_\_\_\_

Dated: 1/10, 2006  
**ADINA, INC.**  
By 

Dated: , 2006  
**ARDEN JEWELRY MANUFACTURING COMPANY, INC.**  
By \_\_\_\_\_

Dated: , 2006  
**BALLET JEWELS, L.L.C.**  
By \_\_\_\_\_

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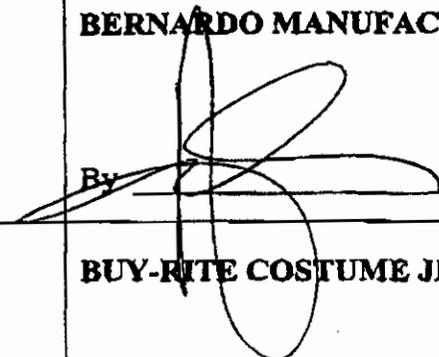
Dated: _____, 2006	<b>THE WET SEAL, INC.</b>  By _____
Dated: _____, 2006	<b>THE WET SEAL RETAIL, INC.</b>  By _____
Dated: _____, 2006	<b>ZUMIEZ, INC.</b>  By _____
Dated: _____, 2006	<b>ADINA, INC.</b>  By _____
Dated: <i>1/9</i> , 2006	<b>ARDEN JEWELRY MANUFACTURING COMPANY, INC.</b>  By  _____
Dated: _____, 2006	<b>BALLET JEWELS, L.L.C.</b>  By _____

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Dated: . 2006	THE WET SEAL, INC.  By _____
Dated: . 2006	THE WET SEAL RETAIL, INC.  By _____
Dated: . 2006	ZUMIEZ, INC.  By _____
Dated: . 2006	ADINA, INC.  By _____
Dated: . 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.  By _____
Dated: 1/10 . 2006	BALLET JEWELS, L.L.C.  By <u>Thomas R. Bass</u> Chief Executive Officer

1 Dated: 11/11, 2006

**BERNARDO MANUFACTURING**

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3  
4 By  11/11/06

5 Dated: , 2006

**BUY-RITE COSTUME JEWELRY, INC.**

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8 By \_\_\_\_\_

9 Dated: , 2006

**BUY-RITE DESIGNS, INC.**

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13 Dated: , 2006

**CAROL DAUPLAISE, LTD.**

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16 By \_\_\_\_\_

17 Dated: , 2006

**CAROL FOR EVA GRAHAM, INC.**

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21 Dated: , 2006

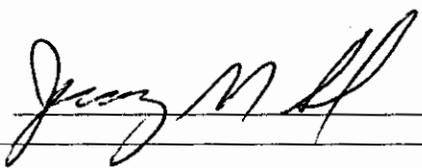
**CAROL INCORPORATED**

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Dated: _____, 2006	<b>BERNARDO MANUFACTURING</b>  By _____
Dated: <i>January 9</i> , 2006	<b>BUY-RITE COSTUME JEWELRY, INC.</b>  By <i>[Signature]</i>
Dated: _____, 2006	<b>BUY-RITE DESIGNS, INC.</b>  By _____
Dated: _____, 2006	<b>CAROL DAUPLAISE, LTD.</b>  By _____
Dated: _____, 2006	<b>CAROL FOR EVA GRAHAM, INC.</b>  By _____
Dated: _____, 2006	<b>CAROL INCORPORATED</b>  By _____

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Dated: , 2006	<b>BERNARDO MANUFACTURING</b>  By _____
Dated: , 2006	<b>BUY-RITE COSTUME JEWELRY, INC.</b>  By _____
Dated: , 2006	<b>BUY-RITE DESIGNS, INC.</b>  By  _____
Dated: , 2006	<b>CAROL DAUPLAISE, LTD.</b>  By _____
Dated: , 2006	<b>CAROL FOR EVA GRAHAM, INC.</b>  By _____
Dated: , 2006	<b>CAROL INCORPORATED</b>  By _____

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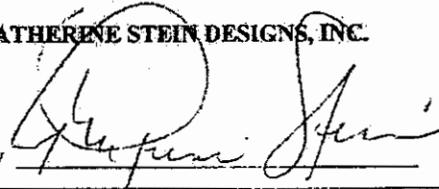
Dated: _____, 2006	<b>BERNARDO MANUFACTURING</b>  By _____
Dated: _____, 2006	<b>BUY-RITE COSTUME JEWELRY, INC.</b>  By _____
Dated: _____, 2006	<b>BUY-RITE DESIGNS, INC.</b>  By _____
Dated: <i>1/11</i> , 2006	<b>CAROL DAUPLAISE, LTD.</b>  By <i>Carol Dauplaise</i>
Dated: _____, 2006	<b>CAROL FOR EVA GRAHAM, INC.</b>  By _____
Dated: _____, 2006	<b>CAROL INCORPORATED</b>  By _____

Dated: January 10 , 2006	<b>CAROL FOR EVA GRAHAM, INC.</b>  By CAROL FOR EVA GRAHAM _____
Dated: , 2006	<b>CAROLE INCORPORATED</b>  By _____
Dated: , 2006	<b>RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE</b>  By _____
Dated: , 2006	<b>CATHERINE STEIN DESIGNS, INC.</b>  By _____
Dated: , 2006	<b>CRIMZON ROSE ACCESSORIES, INC.</b>  By _____
Dated: , 2006	<b>DANECRAFT, INC.</b>  By _____
Dated: , 2006	<b>ERICA LYONS</b>

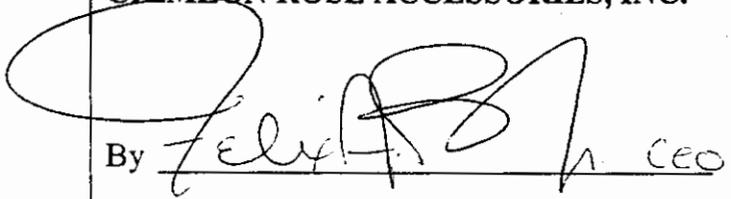
Dated: , 2006	<b>CAROL FOR EVA GRAHAM, INC.</b>  By
Dated: <i>Jan. 9</i> , 2006	<b>CAROLE INCORPORATED</b>  By 
Dated: , 2006	<b>RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE</b>  By
Dated: , 2006	<b>CATHERINE STEIN DESIGNS, INC.</b>  By
Dated: , 2006	<b>CRIMZON ROSE</b>  By
Dated: , 2006	<b>DANECRAFT, INC.</b>  By

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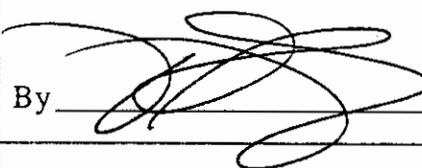
Dated: _____, 2006	<b>RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE</b>  By <u><i>Eugene Feola</i></u> Eugene Feola, Vice President
Dated: _____, 2006	<b>CATHERINE STEIN DESIGNS, INC.</b>  By _____
Dated: _____, 2006	<b>CRIMZON ROSE ACCESSORIES, INC.</b>  By _____
Dated: _____, 2006	<b>DANECRAFT, INC.</b>  By _____
Dated: _____, 2006	<b>ERICA LYONS</b>  By _____
Dated: _____, 2006	<b>FAD TREASURES</b>  By _____

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
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Dated: _____, 2006	<b>RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE</b>  By _____
Dated: _____, 2006	<b>CATHERINE STEIN DESIGNS, INC.</b>  By _____
Dated: <i>January 11</i> , 2006	<b>CRIMZON ROSE ACCESSORIES, INC.</b>  By  CEO
Dated: _____, 2006	<b>DANECRAFT, INC.</b>  By _____
Dated: _____, 2006	<b>ERICA LYONS</b>  By _____
Dated: _____, 2006	<b>FAD TREASURES</b>  By _____

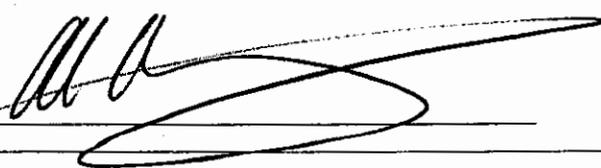
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Dated: _____, 2006	<b>RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE</b>  By _____
Dated: _____, 2006	<b>CATHERINE STEIN DESIGNS, INC.</b>  By _____
Dated: _____, 2006	<b>CRIMZON ROSE</b>  By _____
Dated: <i>1/12</i> , 2006	<b>DANECRAFT, INC.</b>  By  <i>CEO - DANECRAFT INC.</i>
Dated: _____, 2006	<b>ERICA LYONS</b>  By _____
Dated: _____, 2006	<b>FAD TREASURES</b>  By _____

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Dated: , 2006	CATHERINE STEIN DESIGNS, INC.  By _____
Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.  By _____
Dated: , 2006	DANECRAFT, INC.  By _____
Dated: , 2006	ERICA LYONS By <u><i>Erica Lyons</i></u>
Dated: , 2006	FAD TREASURES  By _____
Dated: , 2006	F.A.F., INC.  By _____

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Dated: _____, 2006	<b>RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE</b>  By _____
Dated: _____, 2006	<b>CATHERINE STEIN DESIGNS, INC.</b>  By _____
Dated: _____, 2006	<b>CRIMZON ROSE</b>  By _____
Dated: _____, 2006	<b>DANECRAFT, INC.</b>  By _____
Dated: _____, 2006	<b>ERICA LYONS</b>  By _____
Dated: <u>1/11</u> , 2006	<b>FAD TREASURES</b>  By 

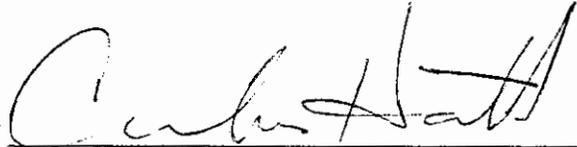
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Dated: 1/11, 2006	<b>F.A.F., INC</b> By 
Dated: , 2006	<b>FASHION ACCENTS, INC.</b> By _____
Dated: , 2006	<b>FIESTA JEWELRY, INC.</b> By _____
Dated: , 2006	<b>FINESSE NOVELTY CORPORATION, D/B/A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY</b> By _____
Dated: , 2006	<b>GIGI ACCESSORIES</b> By _____
Dated: , 2006	<b>HABITAT, INC.</b> By _____

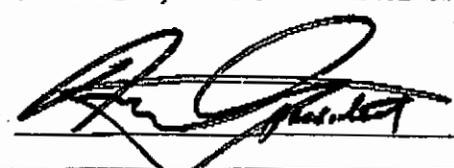
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Dated: , 2006	F.A.F., INC.  By _____
Dated: <i>JAN. 10</i> , 2006	FASHION ACCENTS, INC.  By <i>James J. Coog, Jr.</i>
Dated: , 2006	FIESTA JEWELRY, INC.  By _____
Dated: , 2006	FINESSE NOVELTY CORPORATION  By _____
Dated: , 2006	GIGI ACCESSORIES  By _____
Dated: , 2006	HABITAT, INC.  By _____

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Dated: , 2006	<b>F.A.F., INC.</b>  By _____
Dated: , 2006	<b>FASHION ACCENTS, INC.</b>  By _____
Dated: 1/9 , 2006	<b>FIESTA JEWELRY, INC.</b>  By 
Dated: , 2006	<b>FINESSE NOVELTY CORPORATION</b>  By _____
Dated: , 2006	<b>GIGI ACCESSORIES</b>  By _____
Dated: , 2006	<b>HABITAT, INC.</b>  By _____

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Dated: , 2006	<b>FASHION ACCENTS, INC.</b>  By _____
Dated: , 2006	<b>FIESTA JEWELRY, INC.</b>  By _____
Dated: <i>January 13</i> , 2006	<b>FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS, AMBIANCE ACCESSORY, AND JEWELRY SALES</b>  By 
Dated: , 2006	<b>GIGI ACCESSORIES</b>  By _____
Dated: , 2006	<b>HABITAT, INC.</b>  By _____
Dated: , 2006	<b>JJAMZ, INC.</b>  By _____

Dated:	. 2006	F.A.F., INC.	
		By	
Dated:	. 2006	FASHION ACCENTS, INC.	
		By	
Dated:	. 2006	FIESTA JEWELRY, INC.	
		By	
Dated:	. 2006	FINESSE NOVELTY CORPORATION	
		By	
Dated:	. 2006	GIGI ACCESSORIES	
<i>1/12/06</i>		By 	
Dated:	. 2006	HABITAT, INC.	
		By	
Dated:	. 2006	JJAMZ, INC.	
		By	
Dated:	. 2006	K&M ASSOCIATES, L.P.	

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Dated: , 2006	FASHION ACCENTS, INC.  By _____
Dated: , 2006	FIESTA JEWELRY, INC.  By _____
Dated: , 2006	FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY  By _____
Dated: , 2006	GIGI ACCESSORIES  By _____
Dated: 1/17 , 2006	HABITAT, INC.  By <u>MSch</u>
Dated: , 2006	JJAMZ, INC.  By _____

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Dated: 1 / 11 , 2006	<b>JJAMZ, INC.</b>  By <i>W. J. Munix, Pres. CEO</i>
Dated: , 2006	<b>K&amp;M ASSOCIATES, L.P.</b>  By _____
Dated: , 2006	<b>KENILWORTH CREATIONS</b>  By _____
Dated: , 2006	<b>KERISSA CREATIONS</b>  By _____
Dated: , 2006	<b>KEY ITEM SALES, INC.</b>  By _____
Dated: , 2006	<b>LIZ CLAIBORNE, INC.</b>  By _____

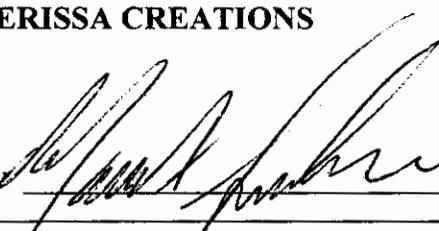
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Dated: 1/13 , 2006	<b>K&amp;M ASSOCIATES, L.P.</b>  By <u>William Edwards</u> VICE PRESIDENT OF AIMPAR, INC.
Dated: , 2006	<b>KENILWORTH CREATIONS</b>  By _____
Dated: , 2006	<b>KERISSA CREATIONS</b>  By _____
Dated: , 2006	<b>KEY ITEM SALES, INC.</b>  By _____
Dated: , 2006	<b>LIZ CLAIBORNE, INC.</b>  By _____
Dated: , 2006	<b>HASKELL JEWELS, LTD.</b>  By _____

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Dated: _____, 2006	<b>JJAMZ, INC.</b>  By _____
Dated: _____, 2006	<b>K&amp;M ASSOCIATES, L.P.</b>  By _____
Dated: <i>1/10</i> , 2006	<b>KENILWORTH CREATIONS</b>  By <i>Eric Soloff</i>
Dated: _____, 2006	<b>KERISSA CREATIONS</b>  By _____
Dated: _____, 2006	<b>KEY ITEM SALES, INC.</b>  By _____
Dated: _____, 2006	<b>LIZ CLAIBORNE, INC.</b>  By _____

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Dated: , 2006	<b>JJAMZ, INC.</b>  By _____
Dated: , 2006	<b>K&amp;M ASSOCIATES, L.P.</b>  By _____
Dated: , 2006	<b>KENILWORTH CREATIONS</b>  By _____
Dated: <i>1/13/06</i> , 2006	<b>KERISSA CREATIONS</b>  By  _____
Dated: , 2006	<b>KEY ITEM SALES, INC.</b>  By _____
Dated: , 2006	<b>LIZ CLAIBORNE, INC.</b>  By _____

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Dated: , 2006	JJAMZ, INC.  By _____
Dated: , 2006	K&M ASSOCIATES, L.P.  By _____
Dated: , 2006	KENILWORTH CREATIONS  By _____
Dated: , 2006	KERISSA CREATIONS  By _____
Dated: <i>Jan 12</i> 2006	KEY ITEM SALES, INC.  By <i>Shelia Rappert</i>
Dated: , 2006	LIZ CLAIBORNE, INC.  By _____

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Dated: \_\_\_\_\_, 2006

**JJAMZ, INC.**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**K&M ASSOCIATES, L.P.**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**KENILWORTH CREATIONS**  
  
By \_\_\_\_\_

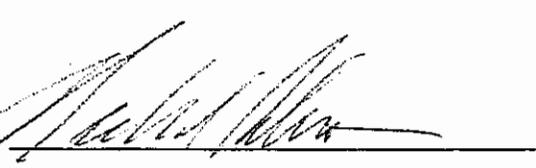
Dated: \_\_\_\_\_, 2006

**KERISSA CREATIONS**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**KEY ITEM SALES, INC.**  
  
By \_\_\_\_\_

Dated: *January 12*, 2006

**LIZ CLAIBORNE, INC.**  
  
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Dated: Jan 13, 2006	<b>HASKELL JEWELS, LTD.</b>  By <u><i>Laurel Haskell</i></u>
Dated: _____, 2006	<b>MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY</b>  By _____
Dated: _____, 2006	<b>ORION FASHIONS, INC.</b>  By _____
Dated: _____, 2006	<b>RAINBOW SALES INCORPORATED</b>  By _____
Dated: _____, 2006	<b>JEWELRY FASHIONS, INC.</b>  By _____
Dated: _____, 2006	<b>SCORPIO ACCESSORIES, LLC</b>  By _____

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Dated: \_\_\_\_\_, 2006

**HASKELL JEWELS, LTD.**  
  
By \_\_\_\_\_

Dated: 1/10, 2006

**MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY**  
  
By Martha Berry

Dated: \_\_\_\_\_, 2006

**ORION FASHIONS, INC.**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**RAINBOW SALES INCORPORATED**  
  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006

**JEWELRY FASHIONS, INC.**  
  
By \_\_\_\_\_

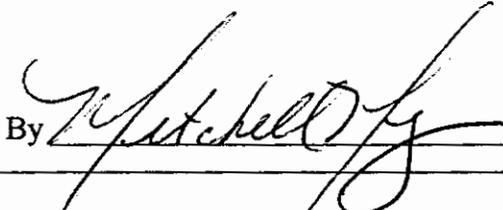
Dated: \_\_\_\_\_, 2006

**SCORPIO ACCESSORIES, LLC**  
  
By \_\_\_\_\_

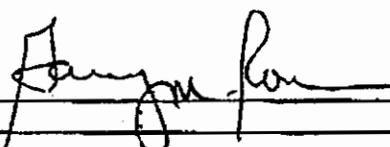
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Dated: _____, 2006	<b>HASKELL JEWELS, LTD.</b>  By _____
Dated: _____, 2006	<b>MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY</b>  By _____
Dated: <i>JAN 11</i> , 2006	<b>ORION FASHIONS, INC.</b>  By 
Dated: _____, 2006	<b>RAINBOW SALES INCORPORATED</b>  By _____
Dated: _____, 2006	<b>JEWELRY FASHIONS, INC.</b>  By _____
Dated: _____, 2006	<b>SCORPIO ACCESSORIES, LLC</b>  By _____

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Dated: _____, 2006	<b>HASKELL JEWELS, LTD.</b>  By _____
Dated: _____, 2006	<b>MJM JEWELRY CORP.</b>  By _____
Dated: _____, 2006	<b>ORION FASHIONS, INC.</b>  By _____
Dated: <i>JAN, 11</i> , 2006	<b>RAINBOW SALES INCORPORATED</b>  By 
Dated: _____, 2006	<b>JEWELRY FASHIONS, INC.</b>  By _____
Dated: _____, 2006	<b>SCORPIO ACCESSORIES, LLC</b>  By _____

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Dated: , 2006	HASKELL JEWELS, LTD.  By _____
Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY  By _____
Dated: , 2006	ORION FASHIONS, INC.  By _____
Dated: , 2006	RAINBOW SALES INCORPORATED  By _____
Dated: JAN. 12 , 2006	JEWELRY FASHIONS, INC.  By  _____
Dated: , 2006	SCORPIO ACCESSORIES, LLC  By _____

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Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY  By _____
Dated: , 2006	ORION FASHIONS, INC.  By _____
Dated: , 2006	RAINBOW SALES INCORPORATED  By _____
Dated: , 2006	JEWELRY FASHIONS, INC.  By _____
Dated: 7/13/06 , 2006	SCORPIO ACCESSORIES, LLC  By <u>Michael J. Mann</u>
Dated: , 2006	SHALOM INTERNATIONAL, CORP.  By _____

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Dated: , 2006	<b>MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY</b>  By _____
Dated: , 2006	<b>ORION FASHIONS, INC.</b>  By _____
Dated: , 2006	<b>RAINBOW SALES INCORPORATED</b>  By _____
Dated: , 2006	<b>JEWELRY FASHIONS, INC.</b>  By _____
Dated: , 2006	<b>SCORPIO ACCESSORIES, LLC</b>  By _____
Dated: 11/17, 2006	<b>SHALOM INTERNATIONAL, CORP.</b> EDUARDO STROUDEL, CFO By <u><i>Eduardo Stroudel</i></u>

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Dated: , 2006	<b>SHALOM INTERNATIONAL, CORP.</b>  By _____
Dated: 1/11, 2006	<b>STEPHAN &amp; CO.</b>  By <u><i>Stephan &amp; Co. pro.</i></u>
Dated: , 2006	<b>TANYA CREATIONS, INC.</b>  By _____
Dated: , 2006	<b>TSI HOLDING COMPANY</b>  By _____
Dated: , 2006	<b>VETTA JEWELRY, INC.</b>  By _____
Dated: , 2006	<b>VICTORIA + CO., LTD.</b>  By _____

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Dated: _____, 2006	<b>SHALOM INTERNATIONAL, CORP.</b>  By _____
Dated: _____, 2006	<b>STEPHAN &amp; CO.</b>  By _____
Dated: <i>1/11</i> , 2006	<b>TANYA CREATIONS, INC.</b>  By <i>Joseph A. Smith</i>
Dated: _____, 2006	<b>TSL HOLDING COMPANY</b>  By _____
Dated: _____, 2006	<b>VETTA JEWELRY, INC.</b>  By _____
Dated: _____, 2006	<b>VICTORIA + CO., LTD.</b>  By _____

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Dated: , 2006	<b>SHALOM INTERNATIONAL, CORP.</b>  By _____
Dated: , 2006	<b>STEPHAN &amp; CO.</b>  By _____
Dated: , 2006	<b>TANYA CREATIONS, INC.</b>  By _____
Dated: <i>JAN 10</i> , 2006	<b>TSI HOLDING COMPANY</b>  By <i>[Signature]</i> , Vice President
Dated: , 2006	<b>VETTA JEWELRY, INC.</b>  By _____
Dated: , 2006	<b>VICTORIA + CO., LTD.</b>  By _____

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Dated: , 2006	<b>SHALOM INTERNATIONAL, CORP.</b>  By _____
Dated: , 2006	<b>STEPHAN &amp; CO.</b>  By _____
Dated: , 2006	<b>TANYA CREATIONS, INC.</b>  By _____
Dated: , 2006	<b>TSI HOLDING COMPANY</b>  By _____
Dated: <i>January 10</i> , 2006	<b>VETTA JEWELRY, INC.</b>  By  <i>MARY WALSH President</i>
Dated: , 2006	<b>VICTORIA + CO., LTD.</b>  By _____

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Dated: \_\_\_\_\_, 2006  
**SHALOM INTERNATIONAL, CORP.**  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006  
**STEPHAN & CO.**  
By \_\_\_\_\_

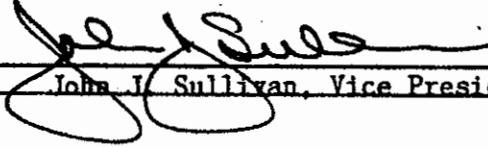
Dated: \_\_\_\_\_, 2006  
**TANYA CREATIONS, INC.**  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006  
**TSI HOLDING COMPANY**  
By \_\_\_\_\_

Dated: \_\_\_\_\_, 2006  
**VETTA JEWELRY, INC.**  
By \_\_\_\_\_

Dated: 1/11, 2006  
**VICTORIA + CO., LTD.**  
RICHARD M. ANDREOLI  
PRESIDENT / COO  
By *Richard M. Andreoli*  
1/11/06

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Dated: Jan. 10 , 2006	<b>CATHERINE'S, INC.</b>   By <u>Thomas M. Smith, Vice President</u>
Dated: Jan. 10 , 2006	<b>FASHION BUG RETAIL COMPANIES, INC.</b>   By <u>John J. Sullivan, Vice President</u>

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Dated: 1/11/06, 2006

**AEROPOSTALE, INC.**  
By 

Dated: , 2006

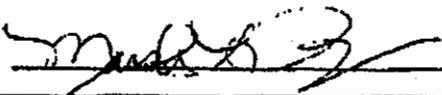
**AMERICAN EAGLE OUTFITTERS, INC.**  
By \_\_\_\_\_

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Dated:                   , 2006

**DD'S DISCOUNTS**  
  
By MARK S. ASTANAS  
**GENERAL COUNSEL & SENIOR VICE PRESIDENT**

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Dated: _____, 2006	DISNEY ENTERPRISES, INC.  By <u></u>
Dated: _____, 2006	THE ASSOCIATED MERCHANDISING CORPORATION  By _____

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Dated: _____, 2006	<b>DISNEY ENTERPRISES, INC.</b>  By _____
Dated: Jan. 12, 2006	<b>THE ASSOCIATED MERCHANDISING CORPORATION</b>  By <u>John Paul</u>

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Dated: Jan 16, 2006	BLOOMINGDALES By <u>Andrew Berman</u>
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Dated: <u>1/17</u> , 2006	JUSTICE STORES LLC  By <u>Sally A. Boyer</u>
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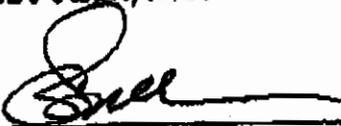
Dated: 20 Jan , 2006

**MONOGRAM INTERNATIONAL, INC.**  
By Vesiahoe

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Dated: , 2006

**COST PLUS, INC.**

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

Dated:

\_\_\_\_\_  
Hon.  
Judge of the Superior Court of the State of California



1                   **Affiliates:** The Limited Stores, Inc.; Victoria's Secret Stores, LLC; and  
2                   Victoria's Secret Direct, LLC

3           I.       Federated Department Stores, Inc.; Macy's West, Inc.; and Federated Retail  
4 Holdings, Inc. d/b/a Robinsons-May (sued and served herein as "The May Department Store  
5 Company, Inc.") (*Mediation Committee*)

6                   **Affiliate:** Bloomingdale's

7           J.       Forever 21, Inc. and Forever 21 Retail, Inc.

8           K.       Gottschalks, Inc.

9           L.       Group USA Apparel, Inc.

10          M.       Hot Topic, Inc. (*Mediation Committee*)

11          N.       Hub Distributing, Inc.

12                   **Related Companies:** Anchor Blue Retail Group, Inc.

13          O.       J.C. Penney Corporation, Inc. (*Mediation Committee*)

14          P.       Kohl's Corporation and Kohl's Department Stores, Inc.

15          Q.       Kmart Corporation; Joe Boxer Company, Inc.; and Sears Roebuck and Co.  
16 (*Mediation Committee*)

17          R.       Lane Bryant, Inc. (*Mediation Committee*)

18                   **Affiliates:** Catherines, Inc. and Fashion Bug Retail Companies, Inc.

19          S.       Lerner New York, Inc.

20          T.       Limited Too Store Planning, Inc. and Too, Inc. (*Mediation Committee*)

21                   **Affiliate:** Justice Stores LLC

22          U.       Longs Drug Stores California, Inc.

23          V.       Mervyn's, LLC (*Mediation Committee*)

24          W.       Monogram International, Inc.

25          X.       Nordstrom, Inc. (*Mediation Committee*)

26          Y.       Ross Stores, Inc. (*Mediation Committee*)

27                   **Affiliate:** dd's DISCOUNTS

28          Z.       Styles for Less, Inc.

- 1 AA. Target Corporation (*Mediation Committee*)  
2 **Affiliate:** The Associated Merchandising Corporation  
3 BB. The Buckle, Inc. (*Mediation Committee*)  
4 CC. Toys "R" Us, Inc. (*Mediation Committee*)  
5 DD. Walgreen Co.  
6 **Related Company:** East-West Distributing Co., a wholly owned  
7 subsidiary of Walgreen Co.  
8 EE. Walt Disney World Co. (*Mediation Committee*)  
9 **Affiliate:** Disney Enterprises, Inc.  
10 FF. The Wet Seal, Inc., and The Wet Seal Retail, Inc. (*Mediation Committee*)  
11 GG. Zumiez, Inc.

12 **2. INITIAL SETTLING VENDORS**

- 13 A. Adina Inc.  
14 B. Arden Jewelry Manufacturing Company, Inc.  
15 C. Ballet Jewels L.L.C.  
16 D. Bernardo Manufacturing  
17 E. Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.  
18 F. Carol Dauplaise Ltd.  
19 G. Carol for Eva Graham, Inc.  
20 H. Carole Inc.  
21 I. Retail Brand Alliance, Inc. d/b/a Carolee  
22 J. Catherine Stein Designs, Inc.  
23 K. Crimson Rose Accessories, Inc.  
24 L. Danecraft, Inc.  
25 M. Erica Lyons  
26 N. FAD Treasures  
27 O. F.A.F, Inc.  
28 P. Fashion Accents, Inc.

- 1 Q. Fiesta Jewelry, Inc.
- 2 R. Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and
- 3 Jewelry Sales
- 4 S. Gigi Accessories
- 5 T. Habitat, Inc.
- 6 U. JJamz, Inc.
- 7 V. K&M Associates, L.P.
- 8 W. Kenilworth Creations
- 9 X. Kerissa Creations
- 10 Y. Key Item Sales, Inc.
- 11 Z. Liz Claiborne, Inc.
- 12 AA. Haskell Jewels, LTD
- 13 BB. MJM Jewelry Corp., d/b/a Berry Jewelry Company
- 14 CC. Orion Fashions, Inc.
- 15 DD. Rainbow Sales Incorporated
- 16 EE. Jewelry Fashions, Inc.
- 17 FF. Scorpio Accessories, LLC
- 18 GG. Shalom International Corp.
- 19 HH. Stephan & Co.
- 20 II. Tanya Creations, Inc.
- 21 JJ. TSI Holding Company
- 22 KK. Vetta Jewelry, Inc.
- 23 LL. Victoria + Co. LTD

24 **3. ADD-ON DEFENDANTS**

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1 **EXHIBIT B (CLASS 1, 2, AND 3 COMPONENTS AND BODY PIERCING JEWELRY)**

2 **CLASS 1 COMPONENTS**

3 Stainless and surgical steels

4 Karat gold

5 Sterling silver

6 Platinum, palladium, iridium, ruthenium, rhodium, or osmium ("platinum group metals")

7 Natural and cultured pearls.

8 Glass, ceramic, and crystal decorative components (e.g., cat's eye, cubic zirconia  
9 (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonne).

10 Any gemstone that is cut and polished for ornamental purposes except the following:  
11 aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite,  
12 samarskite, vanadinite, and wulfenite.

13 Elastic, fabric, ribbon, rope, and string with no intentional lead and not otherwise listed as  
14 a Class 2 component.

15 Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell,  
16 wood) that are in their natural state or are treated in a way that does not add lead.

17 Adhesives

18 **CLASS 2 COMPONENTS**

19

<b>COMPONENT</b>	<b>LEAD CONTENT LIMITS</b>
Metal substrates that are electroplated	Metal alloys with less than 10 percent lead by weight ( "88 metal") that are electroplated with suitable under and finish coats and that are plated utilizing the Best Management Practices described in Exhibit C. For Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in

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1		California, and for products sold or offered for
2		retail sale in California by a Settling Defendant
3		after August 31, 2009, this standard shall be
4		metal alloys with less than 6 percent lead by
5		weight ( "92 metal") that are electroplated with
6		suitable under and finish coats and that are
7		plated utilizing the Best Management Practices
8		described in Exhibit C.
9	Unplated metal not defined as Class 1	1.5%
10	Components.	
11	Metal (plated and unplated) used in	0.06% (600 ppm)
12	Children's Products	
13	Plastic/Rubber (e.g., acrylic,	0.06%, (600 ppm). For Covered
14	polystyrene, plastic beads/stones, polyvinyl	Products shipped by a Settling Defendant that
15	chloride (PVC))	is a Supplier after December 31, 2008 to a third
16		party for retail sale in California, and for
17		products sold or offered for retail sale in
18		California by a Settling Defendant after August
19		31, 2009, this standard shall be no more than
20		0.02 percent (200 ppm) lead by weight
21	Dyes, and Surface Coatings	0.06% (600 ppm)
22	Glass and crystal decorative	No more than 1.0 grams total glass or
23	components used in Children's Products	decorative crystal components

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**CLASS 3 COMPONENTS**

Class 3 Components shall contain no more than 0.06% lead.

Class 3 Components used in Children's Products shall contain no more than 0.02% lead.

**BODY PIERCING JEWELRY**

Body Piercing Jewelry shall be made of one of the following materials:

- Surgical Implant Stainless Steel
- Surgical Implant grades of Titanium
- Niobium (Nb)
- Solid 14 karat or higher white or yellow nickel-free gold
- Solid platinum
- A dense low porosity plastic such as Tygon or PTFE with no intentionally added lead



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**PLATING PROCEDURES**

Substantial pieces such as pendants, drops, and rings without prongs or other such feature shall be plated with at least 15 minutes combined plating with copper (copper strike and/or acid copper), nickel or nickel substitute, and/or finish coat. The pieces will also be rinsed between plating tanks. Finish decorative coatings include brass, bronze, copper, gold, gun metal, hematite, imitation rhodium, matt finish, palladium, platinum, rhodium, or silver. If desired, plated pieces can be treated to produce other finishes such as matt, oxidized, or smut black finishes.

Mechanical, functional (e.g., lobster claws, spacers, mechanical closures, connectors), or fine pieces such as prongs and fine chains may be plated to cover the exposed surface consistent with good manufacturing practices for appearance and function. Components that articulate closely together such as snake chain and tight hinges or that need to be manipulated into position will be plated to prevent binding, stiffness, and cracking of plating.

1 **EXHIBIT D (TESTING PROTOCOLS)**

2 The following test methods must be used and on the basis that (1) one or two samples  
3 exceed 300% of component specification limit, (2) three samples exceed 200% of a component  
4 specification limit, or (3) four or more samples exceed a component specification limit.

5 Laboratory sample preparation protocols specific for testing the lead content of jewelry  
6 components are not readily available. The Reference Methods for sample preparation shall be  
7 modified as noted in the following table for use with jewelry samples. The laboratory should  
8 make every effort to assure that samples removed from jewelry pieces are representative of the  
9 component to be tested, and are free of contamination from extraneous dirt and material not  
10 related to the jewelry component to be tested. All jewelry component samples shall be washed  
11 prior to testing using standard laboratory detergent, rinsed with laboratory reagent grade  
12 deionized water, and dried in a clean ambient environment. If components must be cut or scraped  
13 to obtain a sample, then metal snips, scissors, or other cutting tools used must be made of  
14 stainless steel and washed and rinsed before each use and between samples.

15 Except for glass, ceramic, and crystal in Children's Products, samples should be digested  
16 in containers that are known to be free of lead using acids that are not contaminated by lead.  
17 Analytical Reagent grade digestion acids and reagent grade deionized water are required. Method  
18 Blanks, consisting of all reagents used in sample preparation handled, digested and made to  
19 volume in the same exact manner and in the same container type as samples, shall be tested with  
20 each group of 20 or fewer samples tested. The results for the Method Blank shall be reported  
21 with each group of sample results, and shall be below the stated reporting limit for sample results  
22 to be considered valid.

23 Except for glass, ceramic, and crystal in Children's Products, all jewelry components  
24 samples shall be prepared for testing in accordance with USEPA Method 3050B or 3051 with the  
25 following additional notes and exceptions:

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<b>COMPONENT</b>	<b>NOTES AND EXCEPTIONS</b>
Metals plated with suitable undercoats and finish coats	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size

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	<p>should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.1% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Unplated metal and metal substrates not defined as Class 1 Components.</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.01% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Polyvinyl chloride (PVC)</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion, and should be chopped or comminuted prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Non-PVC Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones).</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion and should be chopped or comminuted prior to digestion. Plastic beads or stones should be crushed prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p><u>Coatings on Glass and Plastic Pearls.</u></p>	<p>The coating of glass or plastic beads should be scraped onto a surface free of dust, such as a clean weighing paper or pan, using a clean stainless steel razor blade or other clean sharp instrument that will not contaminate the sample with lead. The razor blade or sharp instrument should be rinsed with deionized water, wiped to remove particulate matter, rinsed again, and dried between samples. Weigh the scrapings. A minimum of 50 mg of scraped coating should be used for analysis. If less than 50 mg of scraped coating is obtained from an individual pearl, then multiple pearls from that sample must be scraped and composited to obtain a sufficient sample amount. The number of pearls used to make the</p>

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	<p>composite must be noted. Avoid inclusion of the substrate pearl material in the scrapings. Digest the scrapings according to USEPA Method 3050B or 3051 or equivalent procedure for hot acid digestion in preparation for trace lead analysis. Dilute the digestate in the minimum volume practical for analysis. Analyze the digested sample according to specification of Exhibit D (approved, validated methodology for inductively-coupled plasma mass spectrometry). A reporting limit of 0.001% (10 ppm) in the coating must be obtained for the analysis. The sample result must be reported within the calibrated range of the instrument. If the initial test of the sample is above the highest calibration standard, then the sample must be diluted and re-analyzed within the calibrated range of the instrument.</p>
<p>Dyes, paints, coatings, varnish</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.050 g, and should be chopped or comminuted prior to digestion.</p> <p>Digested samples may require dilution prior to analysis . Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Glass, ceramic, and crystal used in Children's Product</p>	<p>The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weight these components should be calibrated using NIST certified (S-class) weights of 1 and 2 grams immediately before the components are weighed. The calibration should be accurate to within 0.01 gram.</p>

**EXHIBIT E (BRAND NAMES)**

1. Cost Plus, Inc.: World Market and Cost Plus World Markets
2. Hot Topic, Inc.: Torrid and Torrid Plus Sizes
3. Federated Department Stores, Inc.; Macy's West, Inc.; Federated Retail Holdings, Inc.  
d/b/a Robinsons-May; Bloomingdale's: Charter Club and Alfani
4. J.C. Penney Corporation, Inc.: Worthington; Mix-it; Bisou Bisou; Vieste; Crush
5. The Wet Seal, Inc. and The Wet Seal Retail, Inc.: Arden B
6. Adina Inc.: Adina
7. Ballet Jewels, L.L.C.: Ballet
8. Buy-Rite Costume Jewelry, Inc.; Buy Rite Designs, Inc.: Hangin' Loose; Lil' Cool;  
Misunderstood; Prevu; Rock-it; Way Cool
9. Carol Dauplaise, Ltd.: Carol Dauplaise; Dauplaise II; 29 West
10. Carol for Eva Graham, Inc.: Carol for Eva Graham
11. Carole Inc.: Carole; Cheers; Vertical
12. Carolee Designs d/b/a Retail Brand Alliance: Adrienne Vitandini; Carolee; Lauren; Zinc
13. Catherine Stein Designs: Catherine Stein; Catie Stein; Stein Blye, C. Stein
14. Crimzon Rose Accessories, Inc.: Element
15. Danecraft, Inc.: Danecraft; Platinum Tone; Primavera
16. FAF: Panama Jack; Key Elements; Sensible Solutions; Mary-Kate and Ashley
17. Fashion Accents, Inc.: Ashley Nicole; Body Worx; Ear Freedom; Ear Sense; Eisenberg  
Ice; Museum Collection; Rain Drops
18. Fiesta Jewelry, Inc.: Fiesta
19. Gigi Accessories: Gigi in Style
20. Habitat, Inc.: Habitat
21. Shalom International Corp.: Hilary Duff; Instinct; Trollz
22. JJAMZ, Inc.: Punch

- 1 23. K&M Associates, L.P.: A-Line; Anne Klein; Bratz; David and Goliath; Donald Trump;  
2 Guess?; MUDD; Panama Jack
- 3 24. Kerissa Creations: Harvest Moon
- 4 25. Key Item Sales: Ashley B; Memory Maker Photo Jewelry
- 5 26. Liz Claiborne Inc.: Axxess; Crazy Horse; Ellen Tracy; First Issue; Intuitions; Juicy  
6 Couture; Kenneth Cole; Liz Claiborne; Lucky Brand; Marvella; Marvella Studio; Monet; Monet  
7 2; Reaction; Realities; Trifari; Trifari Pearl; Villager
- 8 27. Haskell Jewels, Ltd.: Betsy Johnson; Christopher Radko; JLO by Jennifer Lopez; Miriam  
9 Haskell; M. Haskell
- 10 28. MJM Company, d/b/a Berry Jewelry: Berry
- 11 29. Orion Fashions, Inc.: Kool Konnections
- 12 30. Jewelry Fashions Inc.: Robert Rose
- 13 31. Stephan & Co.: Stephan & Company Accessories Ltd.
- 14 32. Tanya Creations, Inc.: Tanya Creations
- 15 33. TSI Holding Company: Alexia; Aressa; Bridal Gallery; EverydayPave'; Giftables; Gifts-  
16 To-Go; In Focus; In View; Jezlaine; Luxe; Mellini; Roman; Roman Argento; Roman Especially  
17 for You; Roman Fashions; Roman Craftsman; Roman In Design; Roman Sentiments; Roman  
18 Signature; Savant; Social Gallery; Stella Moon – Sterling; Sterling Inspirations; Tess Brooks;  
19 Vanessa Michaels; Willow Hills – Sterling
- 20 34. Vetta Jewelry Inc.: Isabelle; Spring Street; Vetta
- 21 35. Victoria + Co.: Bandolino; Bijoux Givenchy; Boutique 58; Easy Spirit; Judith Jack ; l.e.i.;  
22 Million Wishes; Napier; Nine West; Tommy Hilfiger; Nine & Co.

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**For Defendant American Eagle Outfitters, Inc.:**

General Counsel  
American Eagle Outfitters, Inc.  
150 Thorn Hill Drive  
Warrendale, PA 15086-7528

**For Defendant Burlington Coat Factory Warehouse Corporation:**

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Burlington Coat Factory  
263 West 38<sup>th</sup> Street  
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Tel: (212) 768-0058/Fax: (212) 391-0074  
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**For Defendants CBI Distributing Corp. and Claire's Boutiques, Inc.:**

CBI Distributing Corp.  
Claire's Boutiques, Inc.  
Three SW 129th Avenue  
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Attention: General Counsel's Office

**For Defendant Charlotte Russe, Inc.:**

Zina Rabinovich  
Charlotte Russe Merchandising, Inc.  
4645 Morena Boulevard  
San Diego, CA 92117

With a copy to:

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Los Angeles, CA 90017-2457

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**For Defendant Cost Plus, Inc. and its related company, Cost Plus Management Services, Inc.:**

Chris Miller, Comptroller  
Cost Plus, Inc.  
200 Fourth Street  
Oakland, CA 94607  
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With a copy to:

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**For Defendants Express, LLC and its affiliates The Limited Stores, Inc.; Victoria's Secret Stores, LLC; Victoria's Secret Direct, LLC:**

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1           **For Defendants Federated Department Stores, Inc.; Macy's West, Inc. and**  
2           **Federated Retail Holdings, Inc. d/b/a Robinsons-May; affiliate Bloomingdales:**

3           Christine Brandt  
4           Federated Dept. Stores, Inc.  
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8           Tel: (415) 954-6078/Fax: (415) 393-3034  
9           christine.brandt@fds.com

10           With a copy to:

11           Jeffrey B. Margulies  
12           FULBRIGHT & JAWORSKI L.L.P.  
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14           Los Angeles, California 90071  
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16           jmargulies@fulbright.com

17           **For Defendants Forever 21, Inc.; Forever 21 Retail, Inc.:**

18           Young Kwon  
19           Forever 21, Inc.  
20           2001 S. Alameda Avenue  
21           Los Angeles, CA 90058

22           **For Defendant Gottschalks, Inc.:**

23           J. Gregory Ambro  
24           Senior Vice President  
25           Chief Financial & Administrative Officer  
26           Gottschalks Inc.  
27           7 River Park Place East  
28           Fresno, CA 93729

**For Defendant Group USA Apparel, Inc.:**

              Mark Koda  
              Chief Financial Officer  
              Group USA Apparel Inc.  
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1           **For Defendant Hot Topic, Inc.:**

2           General Counsel  
3           18305 E. San Jose Ave.  
4           City of Industry, CA 91748  
5           Tel: (626) 839-4681 x2618/Fax: (626) 771-2309

6           With a copy to:

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13          **For Defendant Hub Distributing, Inc.:**

14          William Langsdorf  
15          Senior Vice President and Chief Financial Officer  
16          Hub Distributing, Inc.  
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18          Ontario, CA 91761  
19          billlangsdor@hubdistributing.com

20          **For Defendant J.C. Penney Corporation, Inc.:**

21          Mary G. Tacher  
22          Associate General Counsel - Litigation  
23          J.C. Penney Corporation, Inc.  
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25          MS 1122  
26          Plano, TX 75024  
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28          mtacher@jcpenny.com

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**For Defendants Kohl's Corporation and Kohl's Department Stores, Inc.:**

General Counsel  
Kohl's Department Stores, Inc.  
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**For Defendants K-Mart Corporation; Joe Boxer Company, LLC:**

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**For Defendant Lane Bryant, Inc. and its affiliates, Catherines, Inc.; Fashion Bug Retail Companies, Inc.:**

General Counsel  
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450 Winks Lane  
Bensalem, PA 19020

General Counsel  
Catherines, Inc.  
450 Winks Lane  
Bensalem, PA 19020

General Counsel  
Fashion Bug Retail Companies, Inc.  
450 Winks Lane  
Bensalem, PA 19020

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**For Defendant Lerner New York, Inc.**  
Ron Ristau  
COO & CFO  
New York & Company  
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**For Defendants Limited Too Store Planning, Inc.; Too, Inc.; affiliate Justice Stores LLC:**

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President and COO  
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With a copy to:

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**For Defendant Longs Drug Stores California, Inc.:**

William J. Rainey  
General Counsel  
Longs Drug Stores California, Inc.  
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With a copy to:

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9           With a copy to:

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27                       and

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35           Dave Mackie  
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1           **For Defendants Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution**  
2           **Center Corp.; A.I.J.J. Enterprises, Inc.; and The New 5-7-9 and Beyond, Inc.:**

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13                       and

14           A.I.J.J. Enterprises, Inc.  
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17           Brooklyn, NY 11207

18           **For Defendant Ross Stores, Inc. and affiliate dd's DISCOUNTS:**

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20           Ross Stores, Inc.  
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32           **For Defendant Styles for Less, Inc.**

33           Mr. August DeAngelo, II  
34           Vice-President  
35           Styles For Les, Inc.  
36           12728 South Shoemaker Avenue  
37           Santa Fe Springs, California 90670

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**For Defendant Sears, Roebuck and Co.:**

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16          Distributing Co.:**

17          Arthur Jimenez, Esq.  
18          Corporate and Regulatory Law  
19          Walgreen Co.  
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21          Deerfield, IL 60015-5223

22          **For Defendant Walt Disney World Co. and affiliate Disney Enterprises, Inc.:**

23          Manny Grace  
24          Senior Vice President, Counsel  
25          The Walt Disney Company  
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3           Director of Loss Prevention and Risk Management  
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15          Brenda Morris  
16          Chief Financial Officer  
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29          **For Vendor Adina Inc.:**

30          Adina Inc.  
31          85 Morse Street  
32          Norwood, MA 02062

33          **For Vendor Arden Jewelry Manufacturing Co., Inc.:**

34          President  
35          Arden Jewelry Manufacturing Co.  
36          10 Industrial Lane  
37          Johnston, RI 02919-3126

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**For Vendor Ballet Jewels, LLC:**

Ballet Jewels, LLC  
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With a copy to:

Henry A. Larner  
Budd Larner, P.C.  
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**For Vendor Bernardo Manufacturing:**

Chief Financial Officer  
Bernardo Manufacturing  
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East Providence, RI 02916

**For Vendors Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.:**

President  
Buy-Rite Costume Jewelry, Inc.  
Buy -Rite Designs, Inc.  
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**For Vendor Carol Dauplaise, Ltd.:**

President  
Carol Dauplaise, Ltd.  
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New York, NY 10018

**For Vendor Carol for Eva Graham, Inc.:**

President  
Carol for Eva Graham, Inc.  
366 Fifth Avenue, No. 704  
New York, NY 10001

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**For Vendor Carole Inc.:**  
Chief Executive Officer  
Carole Inc.  
1607 South Grand Avenue  
Los Angeles, California 90015

**For Vendor Retail Brand Alliance d/b/a Carolee:**  
Executive Vice President  
Carolee  
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With a copy to:

General Counsel  
Retail Brand Alliance, Inc.  
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**For Vendor Catherine Stein Designs, Inc.:**  
President  
Catherine Stein Designs, Inc.  
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**For Vendor Crimzon Rose Accessories, Inc.**  
Chief Executive Officer  
Crimzon Rose Accessories, Inc.  
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Chief Executive Offer  
Danecraft, Inc.  
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**For Vendor Erica Lyons:**  
Erica Lyons  
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**For Vendor Fad Treasures:**  
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Director of Sourcing & Quality  
F.A.F., Inc.  
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**For Vendor Fashion Accents, Inc.:**  
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Fashion Accents, Inc.  
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**For Vendor Fiesta Jewelry, Inc.:**  
President  
Fiesta Jewelry, Inc.  
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Pawtucket, RI 02860

**For Vendor Finesse Novelty Corporation d/b/a Accessory Solutions and Ambiance  
Accessory and Jewelry Sales:**  
Finesse Novelty Corporation  
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**For Vendor Gigi Accessories:**  
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Gigi Accessories  
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**For Vendor Habitat, Inc.:**  
Habitat, Inc.  
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**For Vendor Haskell Jewels, LTD:**  
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Owner/President and CEO  
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**For Vendor K&M Associates, L.P.:**  
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**For Vendor Key Item Sales, Inc.:**  
Key Item Sales, Inc.  
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**For Vendor Liz Claiborne Inc.:**  
Vice President, Deputy General Counsel and Secretary  
Liz Claiborne, Inc.  
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**For Vendor MJM Jewelry Corp., d/b/a Berry Jewelry Company:**  
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MJM Jewelry Corp., d/b/a Berry Jewelry Company  
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**For Vendor Rainbow Sales Incorporated:**  
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**For Vendor Jewelry Fashions Inc.:**  
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**For Vendor Scorpio Accessories LLC:**  
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**For Vendor Shalom International, Corp.:**  
Shalom International Corp.  
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**For Vendor Stephan & Co.:**  
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