

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

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

PEOPLE OF THE STATE OF CALIFORNIA, ex)	Case No. RG 04-162075
rel. BILL LOCKYER, Attorney General, et al.,)	
)	(Consolidated with RG 04-162037, RG
Plaintiffs,)	04-169511)
)	
vs.)	[PROPOSED] CONSENT JUDGMENT
)	AS TO COUSIN CORPORATION OF
BURLINGTON COAT FACTORY)	AMERICA
WAREHOUSE CORPORATION, et al,)	
)	
Defendants.)	
)	
_____)	
AND RELATED CONSOLIDATED CASES.)	
_____)	

1. INTRODUCTION

1.1 This Consent Judgment is entered into by the Center For Environmental Health, a California non-profit corporation (“CEH”), and Cousin Corporation of America (“Defendant”), to settle certain claims asserted by CEH against Defendant as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Nadri, Inc., et al.*, Alameda County Superior Court Case No. RG 06-269531 (the “*Nadri Action*”).

1.2 On May 12, 2006, CEH filed the original complaint in the *Nadri Action*, which was later consolidated with three other actions including the lead case *People v. Burlington Coat*

1 *Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

2 1.3 On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment
3 against a group of other defendants in the consolidated actions (the “Master Consent Judgment”).

4 1.4 On June 15, 2006, upon noticed motion, the Court amended the Master Consent
5 Judgment by entering an Amended Consent Judgment in the consolidated actions (the “Amended
6 Master Consent Judgment”).

7 1.5 On April 27, 2007, CEH provided a “Notice of Violation of Proposition 65” to the
8 California Attorney General, the District Attorneys of every county in California, the City
9 Attorneys of every California city with a population greater than 750,000, and to Defendant
10 regarding the presence of lead in jewelry manufactured, distributed or sold by Defendant.

11 1.6 On July 19, 2007, the Complaint in the *Nadri* Action was amended to name
12 Defendant as a party.

13 1.7 Defendant is a corporation that employs ten or more persons, and which
14 manufactures, distributes and/or sells Covered Products in the State of California.

15 1.8 For purposes of this Consent Judgment only, CEH and Defendant (the “Parties”)
16 stipulate that this Court has jurisdiction over the allegations of violations contained in the
17 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that
18 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this
19 Consent Judgment as a full and final resolution of all claims which were or could have been raised
20 in the Complaint based on the facts alleged therein with respect to Covered Products
21 manufactured, distributed, and/or sold by Defendant.

22 1.9 CEH and Defendant enter into this Consent Judgment as a full and final settlement
23 of all claims that were raised in the Complaint, or which could have been raised in the Complaint,
24 arising out of the facts or conduct related to Defendant alleged therein. By execution of this
25 Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or
26 conclusions of law including, but not limited to, any facts or conclusions of law suggesting or
27 demonstrating any violations of Proposition 65 or any other statutory, common law or equitable
28

1 requirements relating to lead in jewelry. Nothing in this Consent Judgment is or shall be
2 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of
3 law, nor shall compliance with the Consent Judgment constitute or be construed as an admission
4 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Defendant denies
5 the material, factual and legal allegations in CEH's Complaint and expressly denies any wrong
6 doing whatsoever. Nothing in this Consent Judgment shall prejudice, waive or impair any right,
7 remedy, argument or defense the Parties may have in this or any other pending or future legal
8 proceedings. This Consent Judgment is the product of negotiation and compromise and is
9 accepted by the Parties solely for purposes of settling, compromising, and resolving issues
10 disputed in this action.

11 **2. DEFINITIONS**

12 2.1 The term "Children's Product" means any Covered Product that is manufactured,
13 distributed and/or sold by Defendant as under the Bead Girl® trade name or the trade name of any
14 successor line of products that are designed only for use by children under the age of fourteen.

15 2.2 The term "Covered Product" means (a) the following ornaments worn by a person:
16 an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, decorated hair accessories,
17 earring, necklace, pin, ring and Body Piercing Jewelry; or (b) any bead, chain, link, pendant, or
18 other component of such an ornament.

19 2.3 The term "Effective Date" means the date of entry of this Consent Judgment.

20 **3. INJUNCTIVE RELIEF**

21 3.1 **Reformulation of Children's Products.** After the Effective Date, Defendant shall
22 not manufacture, ship, sell or offer for any Children's Product that contains any component, or is
23 made of any material, that is more than 0.01 percent lead by weight (100 ppm).

24 3.2 **Reformulation of Covered Products.** After the Effective Date, Defendant shall
25 not manufacture, ship, sell or offer for any Covered Product that is not a Children's Product
26 subject to Section 3.1 that contains:

27 3.2.1 Any Paint or Surface Coating that is more than 0.009 percent lead by

1 weight (90 ppm). For purposes of this Consent Judgment, “Paint or Surface Coating” shall carry
2 the same meaning as “Paint or other similar surface coating” under 16 CFR §1303.2(b)(1) (“Paint
3 and other similar surface-coating materials means a fluid, semi-fluid, or other material, with or
4 without a suspension of finely divided coloring matter, which changes to a solid film when a thin
5 layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term
6 does not include printing inks or those materials which actually become a part of the substrate,
7 such as the pigment in a plastic article, or those materials which are actually bonded to the
8 substrate, such as by electroplating or ceramic glazing.”).

9 3.2.2 Any plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and
10 polyvinyl chloride (“PVC”)) component, or is made of any plastic or rubber material, that is more
11 than 0.02 percent lead by weight (200 ppm);

12 3.2.3 Any metal or other component that is not covered under Sections 3.2.1 or
13 3.2.2, or is made of any metal or other material that is not covered under Sections 3.2.1 or 3.2.2,
14 that is more than 0.03 percent lead by weight (300 ppm).

15 3.2.4 The lead specifications in this Section 3.2 shall not apply to any cubic
16 zirconia (sometimes called cubic zirconium, CZ), glass or rhinestones used in Covered Products
17 that are not Children’s Covered Products.

18 3.3 **Market Withdrawal of Covered Products.** Defendant represents that in response
19 to this Action, it (i) ceased shipping the Just Enough Turtle Charm, Manufacturer ID Number 0-
20 16321-31347-6, which was identified in the 60-Day Notice of Violation sent by CEH to Defendant
21 (the “Recall Product”), to stores and/or customers in California in 2007; (ii) withdrew the Recall
22 Product from the market in California in 2007; and (iii) sent instructions to its stores and/or
23 customers that offered the Recall Products for sale in California to cease offering such Recall
24 Products for sale in California and to either return all the Recall Products to Defendant for
25 destruction, or to directly destroy the Recall Products. Any destruction of the Recall Products by
26 Defendant was in compliance with all applicable laws.

27
28

1 **4. ENFORCEMENT**

2 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an
3 order to show cause before this Court, enforce the terms and conditions contained in this Consent
4 Judgment, 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 For purposes of this Section 4 only, the term “Defendant” includes a
8 Person that was a party to the Amended Master Consent Judgment or to a consent judgment that
9 contained “identical or substantially identical terms as provided in Sections 2, 3 and 4 of the
10 amended consent judgment,” as those terms are used in Health & Safety Code §25214.3(d).

11 **4.2 Enforcement of Materials Violation.**

12 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective
13 Date, CEH identifies one or more Covered Products that CEH believes in good faith do not
14 comply with Section 3 of this Consent Judgment, CEH may issue a Notice of Violation pursuant
15 to this Section 4.

16 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

17 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
18 Section 8.1 to receive notices for Defendant, and must be served within 60 days of the date the
19 alleged violation(s) was or were observed.

20 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each
21 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
22 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
23 the alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and
24 supporting documentation sufficient for validation of the test results, including all laboratory
25 reports, quality assurance reports and quality control reports associated with testing of the Covered
26 Products. Such Notice of Violation shall be based upon test data that meets the criteria of Health
27 and Safety Code §25214.4. Wipe, swipe, and swab testing are not sufficient to support a Notice of

28

1 Violation.

2 4.2.2.3 CEH shall promptly make available for inspection and/or copying
3 upon request all supporting documentation related to the testing of the Covered Products and
4 associated quality control samples, including chain of custody records, all laboratory logbook
5 entries for laboratory receiving, sample preparation, and instrumental analysis, and all printouts
6 from all analytical instruments relating to the testing of Covered Product samples and any and all
7 calibration, quality assurance, and quality control tests performed or relied upon in conjunction
8 with the testing of the Covered Products, obtained by or available to CEH that pertains to the
9 Covered Product's alleged noncompliance with Section 3 and, if available, any exemplars of
10 Covered Products tested.

11 4.2.3 **Notice of Election of Response.** No more than 30 days after receiving a
12 Notice of Violation, Defendant shall provide written notice to CEH whether it elects to contest the
13 allegations contained in a Notice of Violation ("Notice of Election").

14 4.2.3.1 If a Notice of Violation is contested the Notice of Election shall
15 include all then-available documentary evidence regarding the alleged violation, including all test
16 data, if any. If Defendant or CEH later acquires additional test or other data regarding the alleged
17 violation, it shall notify the other party and promptly provide all such data or information to the
18 party. Any test data used to rebut a Notice of Violation shall be based upon test data that meets
19 the criteria of Health and Safety Code §25214.4.

20 4.2.3.2 If a Notice of Violation is not contested, the Notice of Election shall
21 include a description of Defendant's corrective action pursuant to Section 4.2.6. The Notice of
22 Election shall include the name, address, telephone number, and other contact information, of
23 Defendant's supplier(s) of each Covered Product identified in the Notice of Violation, and any
24 entity to whom it sold any Covered Product(s) identified in the Notice of Violation.

25 4.2.4 **Meet and Confer.** If a Notice of Violation is contested, CEH and
26 Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a
27 Notice of Election contesting a Notice of Violation, and if no enforcement action has been filed,

28

1 Defendant may withdraw the original Notice of Election contesting the violation and serve a new
2 Notice of Election conceding the violation. If no informal resolution of a Notice of Violation
3 results, CEH may by motion or order to show cause before the Superior Court of Alameda, seek to
4 enforce the terms and conditions contained in this Consent Judgment. In any such proceeding,
5 CEH may seek whatever fines, costs, penalties, or remedies are provided by law for failure to
6 comply with the Consent Judgment.

7 4.2.5 **Non-Contested Matters.** If Defendant elects not to contest the
8 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6
9 and shall make any contributions required by Section 4.2.7.

10 4.2.6 **Corrective Action in Non-Contested Matters.** If Defendant elects not to
11 contest the allegation, it shall include in its Notice of Election a detailed description of corrective
12 action that it has undertaken or proposes to undertake to remove the Covered Product(s) identified
13 in the Notice of Violation for sale in California. Corrective action must include instructions to
14 Defendant's stores and customers to cease offering the Covered Product(s) identified in the Notice
15 of Violation for sale in California as soon as practicable. Defendant shall make available to CEH
16 for inspection and/or copying records and correspondence regarding the corrective action. If there
17 is a dispute over the corrective action, the Parties shall meet and confer pursuant to Section 4.2.4
18 before seeking any remedy in court.

19 4.2.7 **Required Contributions to Proposition 65 Jewelry Testing Fund in**
20 **Non-Contested Matters.** Defendant shall be required to make a contribution to CEH for further
21 testing of toxic chemicals in consumer products as specified below:

22 4.2.7.1 If Defendant serves a Notice of Election not to contest the
23 allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall not
24 be required to make any contributions pursuant to this Section.

25 4.2.7.2 If Defendant serves a Notice of Election not to contest the
26 allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the
27 Notice of Violation, Defendant shall make a required contribution in the amount of \$2,500 for

28

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

3 4.2.7.3 If Defendant withdraws a Notice of Election contesting the violation
4 and serves a new Notice of Election not to contest the allegations in a Notice of Violation within
5 60 days after receipt of the Notice of Violation, and before any enforcement action concerning the
6 violations alleged in the Notice of Violation is filed, Defendant shall make a required contribution
7 in the amount of \$7,500.

8 4.2.7.4 The contributions shall be paid within 15 days of service of a Notice
9 of Election.

10 4.2.7.5 Defendant's liability for required contributions shall be limited as
11 follows:

12 4.2.7.5.1 Defendant as a supplier to one or more retailers shall
13 not be liable for more than one required contribution within any 30-
14 day period, regardless of the number of retailers to whom the
15 Covered Product is distributed.

16 4.2.7.5.2 If Defendant has manufactured, sold, or distributed a
17 Covered Product identified in a Notice of Violation, only one
18 required contribution may be assessed against the Defendant
19 potentially liable therefore in any 30-day period, in the following
20 order of priority: (1) Manufacturers; (2) Importers; (3) Distributors,
21 and (4) Retailers.

22 4.2.7.5.3 Defendant's monetary liability to make required
23 contributions under Section 4.2.7.2 shall be limited to \$7,500 for
24 each 30-day period.

25 4.2.7.6 If Defendant has paid either of the payments set forth in Sections
26 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times in any
27 12-month period for Covered Products sold to Defendant from the same supplier then, at CEH's
28

1 option, CEH may seek whatever fines, costs, penalties, or remedies are provided by law for failure
2 to comply with the Consent Judgment.

3 4.2.8 **Limitation on Liability.** Defendant's liability when it elects not to
4 contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

5 4.3 **Enforcement of Terms Other Than Reformulation Requirements.** CEH may,
6 by motion or application for an order to show cause before the Superior Court of the County of
7 Alameda, enforce the terms and conditions other than the reformulation requirements of this
8 Consent Judgment.

9 **5. PAYMENTS**

10 5.1 **Payments From Defendant.** Within five (5) days of the entry of this Consent
11 Judgment, Defendant shall pay the total sum of \$85,000 as a settlement payment.

12 5.2 **Allocation of Payments.** The total settlement amount for Defendant shall be paid
13 in three separate checks delivered to the offices of the Lexington Law Group (Attn: Eric Somers),
14 1627 Irving Street, San Francisco, California 94122, and made payable and allocated as follows:

15 5.2.1 Defendant shall pay the sum of \$1,000 as a penalty pursuant to Health &
16 Safety Code §25249.7(b), such money to be apportioned by CEH in accordance with Health &
17 Safety Code §25249.12. The penalty check shall be made payable to the Center For
18 Environmental Health.

19 5.2.2 Defendant shall pay the sum of \$27,800 as payment to CEH in lieu of
20 penalty pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, title
21 11, §3202(b). CEH will use such funds to continue its work educating and protecting people from
22 exposures to toxic chemicals, including heavy metals. CEH may also use a portion of such funds
23 to monitor compliance with the reformulation requirements of this and other similar Consent
24 Judgments, to purchase and test jewelry, and to prepare and compile the information and
25 documentation necessary to support a Notice of Violation. In addition, as part of its Community
26 Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants
27 to grassroots environmental justice groups working to educate and protect people from exposures

28

1 to toxic chemicals. The method of selection of such groups can be found at the CEH web site at
2 www.ceh.org/justicefund. The payment in lieu of penalty check shall be made payable to the
3 Center For Environmental Health.

4 5.2.3 Defendant shall pay the sum of \$56,200 as reimbursement of reasonable
5 attorneys' fees and costs. The attorneys fees and cost reimbursement check shall be made payable
6 to the Lexington Law Group.

7 5.2.4 Other than the payments set forth in this Section 5, each Party shall bear
8 its own costs and fees in this matter.

9 **6. MODIFICATION AND DISPUTE RESOLUTION**

10 6.1 **Modification.** This Consent Judgment may be modified from time to time by
11 express written agreement of the Parties, with the approval of the Court, or by an order of this
12 Court upon motion and in accordance with law.

13 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
14 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
15 modify the Consent Judgment.

16 **7. CLAIMS COVERED AND RELEASE**

17 7.1 This Consent Judgment is a full, final, and binding resolution between CEH and
18 Defendant and Defendant's parents, shareholders, divisions, subdivisions, subsidiaries, partners,
19 sister companies and their successors and assigns ("Defendant Releasees"), and all entities other
20 than those listed on Exhibit A to this Consent Judgment to whom they distribute or sell Covered
21 Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees,
22 cooperative members, and licensees ("Downstream Defendant Releasees"), of any violation of
23 Proposition 65 or any other statutory or common law claims that have been or could have been
24 asserted in the public interest against Defendant, Defendant Releasees, and Downstream
25 Defendant Releasees, regarding the failure to warn about exposure to lead arising in connection
26 with Covered Products manufactured, distributed, or sold by Defendant prior to the Effective Date.

27 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health and
28

1 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against
2 Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from any violation
3 of Proposition 65 or any other statutory or common law claims that have been or could have been
4 asserted in the public interest regarding the failure to warn about exposure to lead arising in
5 connection with Covered Products manufactured, distributed or sold by Defendant prior to the
6 Effective Date.

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

12 **8. PROVISION OF NOTICE**

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

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

17 Trenton H. Norris
18 Arnold & Porter, LLP
19 275 Battery Street, Suite 2700
20 San Francisco, California 94111
21 Trent.Norris@aporter.com

22 Charles E. Lykes, Jr.
23 Attorney At Law
24 501 South Fort Harrison Avenue
25 Suite 101
26 Clearwater, Florida 33756-5348
27 charles@lykeslaw.com

28 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to
this Consent Judgment shall be:

Eric S. Somers
Lexington Law Group
1627 Irving Street
San Francisco, California 94122

esomers@lexlawgroup.com

1
2 8.2 Any Party may modify the person and address to whom the notice is to be sent by
3 sending the other Party notice by certified mail and/or other verifiable form of written
4 communication.

5 **9. COURT APPROVAL**

6 9.1 This Consent Judgment shall become effective on the Effective Date, provided
7 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
8 Defendant shall support approval of such Motion.

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.

1 **11. ATTORNEYS' FEES**

2 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent
3 Judgment shall be required to pay the prevailing party's reasonable attorneys' fees and costs
4 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent
5 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
6 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

7 11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement
8 action brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of
9 Civil Procedure §1021.5 against a party that acted with substantial justification. The party seeking
10 such an award shall bear the burden of meeting all of the elements of §1021.5, and this provision
11 shall not be construed as altering any procedural or substantive requirements for obtaining such an
12 award.

13 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
14 sanctions pursuant to law.

15 **12. ENTIRE AGREEMENT**

16 12.1 This Consent Judgment contains the sole and entire agreement and understanding
17 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
18 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
19 and therein. There are no warranties, representations, or other agreements between the Parties
20 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
21 other than those specifically referred to in this Consent Judgment have been made by any Party
22 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
23 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
24 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
25 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
26 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
27 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
28

1 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
2 whether or not similar, nor shall such waiver constitute a continuing waiver.

3 **13. RETENTION OF JURISDICTION**

4 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
5 Consent Judgment.

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

7 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
8 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
9 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

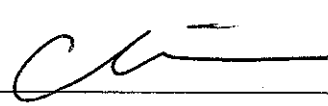
10 **15. NO EFFECT ON OTHER SETTLEMENTS**

11 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
12 against an entity that is not Defendant on terms that are different than those contained in this
13 Consent Judgment.


14 **16. EXECUTION IN COUNTERPARTS**

15 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
16 means of facsimile, which taken together shall be deemed to constitute one document.

17
18 IT IS SO STIPULATED:

19 Dated: <u>April 27</u> February , 2010	20 CENTER FOR ENVIRONMENTAL HEALTH 21  22 _____ 23 <u>Charlene Pizner</u> 24 Printed Name 25 _____ 26 <u>Associate Director</u> 27 Title
---	--

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

Dated: February , 2010 MAY 4th, 2010	COUSIN CORPORATION OF AMERICA  _____ MICHAEL G. COUSIN Printed Name EXEC. VICE PRESIDENT _____ Title
--	--

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

Dated: _____
Honorable Robert B. Freedman
Judge of the Superior Court of the State of California

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

EXHIBIT A
(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)

1. Albertson's LLC; Albertson's, Inc.; New Albertson's, Inc.
2. AZ3, Inc.
3. Banana Republic, LLC
4. Barnes & Noble, Inc.
5. BCBG Max Azria Group, Inc.
6. Big A Drug Stores, Inc.
7. Candela Sales Company, Inc.
8. Conair Corporation
9. Forum Novelties, Inc.
10. Georgiou Studio, Inc.
11. I Love Bracelets, Inc.
12. Idea Design Concepts, Inc.
13. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
14. Jacadi USA, Inc.
15. Legoland California LLC
16. Lisa Kline, Inc.
17. Long Rap, Inc.
18. Marin Beauty Company
19. Max Rave, LLC
20. MOA International Corp.
21. Peninsula Beauty Supply, Inc.
22. Private Label Accessories Corp.
23. Raley's
24. Rite Aid Corporation
25. Ruby's Costume Company, Inc.
26. Safeway, Inc.
27. Scünci International, Inc.

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

- 28. Sea World, Inc.
- 29. Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 30. Six Flags Theme Parks, Inc.