

1 Violation under Proposition 65 alleging that the Settling Defendants named in those notices
2 violated Proposition 65 by exposing persons to cadmium contained in jewelry, without first
3 providing a clear and reasonable warning pursuant to Proposition 65.

4 1.3 In April 2011, CEH filed the operative Second Amended Complaint (“Complaint”)
5 in this action.

6 1.4 Settling Defendants are each a corporation that employs ten or more persons, and
7 which manufactures, distributes and/or sells Covered Products (as defined herein) in the State of
8 California.

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

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

1 defense the Parties may have in this or any other pending or future legal proceedings. This
2 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties
3 solely for purposes of settling, compromising, and resolving issues disputed in this action.

4 **2. DEFINITIONS**

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

11 2.2 The term “Covered Product” means (a) the following ornaments worn by a person:
12 an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, watch (excluding the
13 timepiece itself if removable), decorated hair accessory, earring, necklace, pin, ring; similar
14 clothing or shoe ornaments which are detachable; and body piercing jewelry; or (b) any bead,
15 chain, link, pendant, or other component of such an ornament.

16 2.3 The term “Effective Date” means the date of entry of this Consent Judgment.

17 **3. INJUNCTIVE RELIEF**

18 3.1 **Reformulation of Covered Products.** Each Settling Defendant shall comply with
19 the following requirements to achieve expeditious reformulation of the Covered Products to
20 reduce or eliminate exposures to cadmium arising from the Covered Products:

21 3.1.1 **Specification Compliance Date.** To the extent it has not already done so,
22 no more than 30 days after the Effective Date, each Settling Defendant shall provide the Cadmium
23 Limit to its vendors of Covered Products and shall instruct each vendor to expeditiously provide
24 Covered Products that do not exceed the Cadmium Limit on a nationwide basis.

25 3.1.2 **Inventory Cutoff/Shipping Restriction Date.** As of September 1, 2011,
26 a Settling Defendant shall not manufacture, purchase, import, or supply to an unaffiliated third
27 party any Covered Product that will be sold or offered for sale to California consumers that
28 exceeds the Cadmium Limit.

1 3.1.3 **Final Retail Compliance Date.** Commencing on December 31, 2011, a
2 Settling Defendant shall not sell or offer for sale, or authorize any customer (including a
3 merchandise liquidator) to sell or offer for sale in California, any Covered Product that exceeds the
4 Cadmium Limit.

5 3.2 **Market Withdrawal of Covered Products.** On or before the Effective Date, each
6 Settling Defendant shall have: (i) ceased shipping the specific products identified as Recall
7 Products next to its name on Exhibit A (the “Recall Product”), to stores and/or customers in
8 California, (ii) withdrawn the Recall Products from the market in California, and (iii) if the Recall
9 Products were not withdrawn from sale in California prior to April 30, 2011, sent instructions to
10 any of its stores and/or customers that offer the Recall Products for sale in California to cease
11 offering such Recall Products for sale and to either return all Recall Products to the Settling
12 Defendant for destruction, or to directly destroy the Recall Products. Any destruction of the
13 Recall Products shall be in compliance with all applicable laws. Within 60 days of the Effective
14 Date, each Settling Defendant shall certify to CEH that it has complied with this Section 3.2 If
15 there is a dispute over the corrective action, the Parties shall meet and confer before seeking any
16 remedy in court.

17 **4. ENFORCEMENT**

18 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
19 order to show cause before this Court, enforce the terms and conditions contained in this Consent
20 Judgment. Any action to enforce alleged violations of the Cadmium Limit shall be brought
21 exclusively pursuant to this Section 4.

22 4.2 **Enforcement of Materials Violation.**

23 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective
24 Date, CEH identifies one or more Covered Products that CEH believes in good faith exceed the
25 Cadmium Limit, CEH may issue a Notice of Violation pursuant to this Section.

26 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

27 4.2.2.1 The Notice of Violation shall be served on each Settling Defendant
28 that CEH knows sold or offered for sale the Covered Product to California consumers.

1 4.2.2.2 The Notice of Violation shall be sent to the person(s) identified in
2 Exhibit A to receive notices for such Settling Defendant(s), and must be served within 75 days of
3 the date the Covered Product at issue was purchased or otherwise acquired by CEH, provided,
4 however, that: (i) CEH may have up to an additional 45 days to provide the Settling Defendant
5 with the test data required by Section 4.2.2.3 below if it has not yet obtained it from its laboratory;
6 and (ii) CEH may serve a subsequent Notice of Violation to a supplier of a Covered Product
7 identified in a previous Notice of Violation so long as: (a) the identity of the supplier cannot be
8 discerned from the labeling of the Covered Product; and (b) the Notice of Violation to the supplier
9 is served within 75 days of the date the supplier is identified in writing to CEH by another Settling
10 Defendant.

11 4.2.2.3 The Notice of Violation shall, at a minimum, set forth for each
12 Covered Product: (a) the date the alleged violation was observed, (b) the location at which the
13 Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the
14 alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and
15 supporting documentation sufficient for validation of the test results, including any laboratory
16 reports, quality assurance reports and quality control reports associated with testing of the Covered
17 Products. Such Notice of Violation shall be based upon total acid digest test data from an
18 independent laboratory. Wipe, swipe, and swab testing are not sufficient to support a Notice of
19 Violation.

20 4.2.2.4 CEH shall promptly make available for inspection and/or copying
21 upon request by and at the expense of the Settling Defendant, any supporting documentation
22 related to the testing of the Covered Products and associated quality control samples, including
23 chain of custody records, all laboratory logbook entries for laboratory receiving, sample
24 preparation, and instrumental analysis, and all printouts from all analytical instruments relating to
25 the testing of Covered Product samples and any and all calibration tests performed or relied upon
26 in conjunction with the testing of the Covered Products, obtained by or available to CEH that
27 pertains to the Covered Product's alleged exceedance of the Cadmium Limit, and, if available, any
28 exemplars of Covered Products tested.

1 4.2.3 **Notice of Election of Response.** No more than 30 days after service of a
2 Notice of Violation, the Settling Defendant shall provide written notice to CEH whether it elects
3 to contest the allegations contained in a Notice of Violation (“Notice of Election”). Failure to
4 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an
5 election to contest the Notice of Violation.

6 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
7 include all then-available documentary evidence regarding the alleged violation, including all test
8 data, if any. If a Settling Defendant or CEH later acquires additional test or other data regarding
9 the alleged violation, it shall notify the other party and promptly provide all such data or
10 information to the party. Any test data used to contest a Notice of Violation shall meet the criteria
11 of section 4.2.2.3.

12 4.2.4 **Meet and Confer.** If a Notice of Violation is contested, CEH and all
13 affected Settling Defendants shall meet and confer to attempt to resolve their dispute. Within 30
14 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement
15 motion or application has been filed by CEH pursuant to Section 4.1, the Settling Defendant may
16 withdraw the original Notice of Election contesting the violation and serve a new Notice of
17 Election conceding the violation, provided however that such Settling Defendant shall pay \$5,000
18 in addition to any payment required under Section 4.2.7. At any time, CEH may withdraw a
19 Notice of Violation, in which case for purposes of this Section 4 the result shall be as if CEH
20 never issued any such Notice of Violation. If no informal resolution of a Notice of Violation
21 results within 30 days of a Notice of Election to contest, CEH may file an enforcement motion or
22 application pursuant to Section 4.1. In any such proceeding, CEH may seek whatever fines, costs,
23 penalties attorneys’ fees or remedies are provided by law for failure to comply with the Consent
24 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 payments required by Section 4.2.7.

28

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 with
3 supporting documentation of the corrective action that it has undertaken or proposes to undertake
4 to address the alleged violation. Any such correction shall, at a minimum, provide reasonable
5 assurance that the Covered Product will no longer be offered for sale in California. Corrective
6 action must include instructions to the Settling Defendant's stores and/or its customers that offer
7 the Covered Product for sale to consumers to cease offering the Covered Product(s) identified in
8 the Notice of Violation for sale in California as soon as practicable. The Notice of Election shall
9 also include the name, address, telephone number, and other contact information, of the Settling
10 Defendant's supplier(s) of each Covered Product identified in the Notice of Violation, and any
11 other Settling Defendant to whom it sold any Covered Product(s) identified in the Notice of
12 Violation. The Settling Defendant shall make available to CEH for inspection and/or copying
13 records and correspondence regarding the corrective action. If there is a dispute over the
14 corrective action, the Parties shall meet and confer pursuant to Section 4.2.4 before seeking any
15 remedy in court.

16 4.2.7 **Payments in Non-Contested Matters.** In addition to the corrective
17 action, the Settling Defendant shall be required to make a payment as reimbursement for costs for
18 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse
19 attorneys' fees and costs incurred in connection with these activities, as specified below:

20 4.2.7.1 If the Settling Defendant has not previously received a Notice of
21 Violation, or has only received one or more Notices of Violation that were successfully contested
22 or withdrawn, and if the Settling Defendant serves a Notice of Election not to contest the
23 allegations in the instant Notice of Violation, it shall not be required to make a payment under this
24 Section.

25 4.2.7.2 If the Settling Defendant previously received a Notice of Violation
26 that was not successfully contested or withdrawn, and the Settling Defendant serves a Notice of
27 Election not to contest the allegations in the instant Notice of Violation, it shall be required to
28 make a payment of \$10,000. This payment shall, however, be:

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

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

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

21 D. Reduced to \$5,000 if: (i) the Notice of Violation is issued during the time
22 period running from the Effective Date to eighteen months thereafter; and (ii) only non-
23 metallic components of the Covered Product exceeded the Cadmium Limit.

24 4.2.7.3 The payment shall be made by check payable to the Lexington Law
25 Group and shall be paid within 15 days of service of a Notice of Election triggering a payment.

26 4.2.7.4 A Settling Defendant’s liability for payments shall be limited as
27 follows:

1 A. A Settling Defendant that is a supplier to one or more retailers shall be
2 liable for one required payment for any particular Covered Product within any 30-day
3 period.

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

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

14 **4.2.8 Interaction with Related Statute.** On January 1, 2012, the California the
15 Department of Toxic Substances Control ("DTSC") will have authority to enforce Health &
16 Safety Code section 25214.3 with respect to cadmium in children's jewelry. The parties agree that
17 a Settling Defendant will not be subject to enforcement under the Consent Judgment if an
18 enforcement proceeding regarding the same Covered Product has been initiated or resolved by
19 DTSC pursuant to Health and Safety Code section 25214.3 prior to issuance of any Notice of
20 Violation hereunder.

21 **4.2.9 Repeat Violators.** If a Settling Defendant has received three or more
22 Notices of Violation that were not successfully contested or withdrawn in any 12-month period
23 then, at CEH's option, CEH may seek whatever fines, costs, penalties, attorneys' fees or other
24 remedies that are provided by law for failure to comply with the Consent Judgment. Prior to
25 seeking such relief, CEH shall meet and confer with the Settling Defendant for a period not to
26 exceed 30 days (unless extended by mutual agreement) to determine if the parties can agree on
27 measures the Settling Defendant can undertake to prevent future violations.

28

1 **5. PAYMENTS**

2 **5.1 Payments From Settling Defendants.** Within five (5) days of entry of this
3 Consent Judgment, each Settling Defendant shall pay the amount set forth as a settlement payment
4 for that Settling Defendant on Exhibit A, as further specified in Section 5.2 below.

5 **5.2 Allocation of Payments.** The total settlement amount for each Settling Defendant
6 shall be paid in four separate checks delivered to the offices of the Lexington Law Group (Attn:
7 Eric Somers), 503 Divisadero Street, San Francisco, California 94117, and made payable and
8 allocated as follows:

9 **5.2.1** Settling Defendant shall pay the amount designated on Exhibit A as a
10 Penalty pursuant to Health & Safety Code §25249.7(b,) to be apportioned in accordance with
11 California Health & Safety Code § 25249.12(c) & (d), with 75% of these funds remitted to the
12 State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) and the
13 remaining 25% of the penalty remitted to CEH. Accordingly, one penalty payment check for the
14 amount designated on Exhibit A as OEHHA Portion of Penalty shall be made payable to
15 “OEHHA” for the Safe Drinking Water and Toxic Enforcement Fund and be attributed to taxpayer
16 identification number 68-0284486. A second penalty payment check in the amount designated for
17 each Settling Defendant on Exhibit A as CEH Portion of Penalty shall made payable to the
18 “Center For Environmental Health” and associated with taxpayer identification number 94-
19 3251981.

20 **5.2.2** Each Settling Defendant shall also separately pay to CEH the amount
21 designated on Exhibit A as Payment In Lieu of Civil Penalty pursuant to Health & Safety Code
22 §25249.7(b), and California Code of Regulations, Title 11, §3202(b). CEH will restrict the use of
23 such funds to the following purposes: (a) monitoring compliance with the reformulation requirements
24 of this and other similar Consent Judgments; (b) purchasing and testing jewelry; (c) preparing and
25 compiling the information and documentation necessary to support enforcement efforts under this
26 Consent Judgment; (d) contributions to CEH’s Community Environmental Action and Justice Fund;
27 and (e) supporting CEH programs and activities that seek to reduce the public health impacts or risks
28 of exposure to heavy metals, including cadmium, known to the State of California to cause cancer or

1 reproductive harm. Such programs and activities currently include (i) CEH’s membership on the
2 ATSM toy safety committee and participation in a workgroup that is drafting a standard to limit
3 cadmium and other heavy metals in toys; (ii) CEH’s work in support of policy initiatives at the state
4 and federal level to restrict the use of cadmium and other heavy metals in consumer products; and (iii)
5 CEH’s advocacy for a reduction in the use of toxic chemicals, including heavy metals such as
6 cadmium, in electronic devices and standards for the disposal/recycling of such products, including
7 CEH’s participation in an EPA-sponsored multi-stakeholder workgroup seeking to set standards for
8 the design, manufacture, sale, labeling and disposal of televisions and printers. CEH will maintain
9 records that document how these funds were spent. As part of its Community Environmental Action
10 and Justice Fund, CEH will use four percent of such funds to award grants to grassroots environmental
11 justice groups working to educate and protect people from exposures to toxic chemicals. The method
12 of selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The
13 payment in lieu of penalty check shall be made payable to the “Center For Environmental Health” and
14 associated with taxpayer identification number 94-3251981.

15 5.2.3 Each Settling Defendant shall also separately pay to the Lexington Law
16 Group the amount designated for each Settling Defendant on Exhibit A as Attorneys’ Fees and
17 Costs Reimbursement as reimbursement for a portion of reasonable attorneys’ fees and costs. The
18 attorneys’ fees and cost reimbursement check shall be made payable to the “Lexington Law
19 Group” and associated with taxpayer identification number 94-3317175.

20 **6. MODIFICATION AND DISPUTE RESOLUTION**

21 6.1 **Modification.** This Consent Judgment may be modified from time to time by
22 express written agreement of the Parties with the approval of the Court, or by an order of this
23 Court upon motion and in accordance with law.

24 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
25 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
26 modify the Consent Judgment.

27 **7. CLAIMS COVERED AND RELEASE**

28 7.1 This Consent Judgment is a full, final, and binding resolution between CEH and

1 each Settling Defendant and each Settling Defendant's parents, shareholders, divisions,
2 subdivisions, subsidiaries, partners, sister companies and their successors and assigns ("Defendant
3 Releasees"), and all entities other than those entities listed on Exhibit B to whom they distribute or
4 sell Covered Products including, but not limited to, distributors, wholesalers, customers, retailers,
5 franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of any
6 violation of Proposition 65 or any other statutory or common law claims that have been or could
7 have been asserted in the public interest against each Settling Defendant, Defendant Releasees,
8 and Downstream Defendant Releasees, regarding the failure to warn about exposure to cadmium
9 arising in connection with Covered Products manufactured, distributed, or sold by each such
10 Settling Defendant prior to the Effective Date.

11 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health &
12 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against each
13 Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from any
14 violation of Proposition 65 or any other statutory or common law claims that have been or could
15 have been asserted in the public interest regarding the failure to warn about exposure to cadmium
16 arising in connection with Covered Products manufactured, distributed or sold by each such
17 Settling Defendant prior to the Effective Date.

18 7.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
19 the Defendant Releasees shall constitute compliance with Proposition 65 by such Settling
20 Defendant, the Defendant Releasees and their Downstream Defendant Releasees with respect to
21 any alleged failure to warn about cadmium in Covered Products manufactured, distributed or sold
22 by such Settling Defendant after the Effective Date.

23 **8. PROVISION OF NOTICE**

24 8.1 When any Party is entitled to receive any notice under this Consent Judgment, the
25 notice shall be sent by first class and electronic mail as follows:

26 8.1.1 **Notices to Settling Defendant.** The persons for each Settling Defendant to
27 receive Notices pursuant to this Consent Judgment are identified on Exhibit A for each such
28 Settling Defendant.

1 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to
2 this Consent Judgment shall be:

3 Eric S. Somers
4 Lexington Law Group
5 503 Divisadero Street
6 San Francisco, CA 94117
7 esomers@lexlawgroup.com

8 8.2 Any Party may modify the person and address to whom the notice is to be sent by
9 sending the other Party notice by first class and electronic mail.

10 **9. COURT APPROVAL**

11 9.1 This Consent Judgment shall become effective on the Effective Date, provided
12 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
13 Settling Defendants shall support approval of such Motion.

14 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
15 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

16 **10. GOVERNING LAW AND CONSTRUCTION**

17 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
18 California.

19 **11. ENTIRE AGREEMENT**

20 11.1 This Consent Judgment contains the sole and entire agreement and understanding
21 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
22 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
23 and therein. There are no warranties, representations, or other agreements between the Parties
24 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
25 other than those specifically referred to in this Consent Judgment have been made by any Party
26 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
27 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
28 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,

1 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
2 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
3 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
4 whether or not similar, nor shall such waiver constitute a continuing waiver.

5 **12. RETENTION OF JURISDICTION**

6 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify
7 the Consent Judgment.

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

9 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
10 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
11 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

13 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
14 against an entity that is not a Settling Defendant on terms that are different than those contained in
15 this Consent Judgment.

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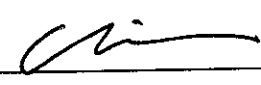
1 **15. EXECUTION IN COUNTERPARTS**

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

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

7 Dated: _____
8 Judge of the Superior Court of the State of California
9

10 **IT IS SO STIPULATED:**

11 Dated: June 17, 2011 12 13 14 15 16 17 18 19 20	CENTER FOR ENVIRONMENTAL HEALTH  _____ CHARLIE PIZARRO _____ Printed Name ASSOCIATE DIRECTOR _____ Title
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Dated: May 23, 2011

[DEFENDANT NAME]

A.I.J.J. Enterprises, Inc.,
The New 5-7-9 And Beyond, Inc.,
Rainbow Apparel Distribution Center Corp.,
and Rainbow USA Inc.

Printed Name Martin Stein

Title Authorized Representative

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Dated: May 19, 2011

AEROPOSTALE, INC.

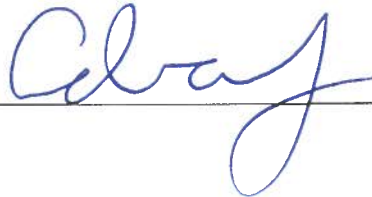


Edward M. Slezak
Printed Name

General Counsel
Title

Dated: May 19, 2011

AEROPOSTALE WEST, INC.



Edward M. Slezak
Printed Name

General Counsel
Title

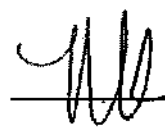
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Dated: May <u>26</u> , 2011	AE Retail West LLC <u>Cornelius Bulman Jr</u> Printed Name <u>VP</u> Title
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Dated: May 26, 2011

American Eagle Outfitters, Inc.



Rebecca Gibbs
Printed Name

Associate General Counsel
Title

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Dated: May 24, 2011

Catherines, Inc.; Catherines of California, Inc.;
Catherines Stores Corporation; Fashion Bug of
California; Fashion Bug Retail Companies, Inc.;
Lane Bryant, Inc.; Outlet Division Management
Co., Inc.

Kathleen N. Lieberman
Printed Name Kathleen Lieberman, Esq.

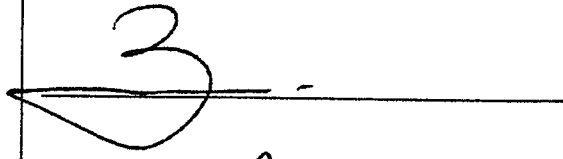
Title Vice President

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Dated: May , 2011

June 9

Charlotte Russe, Inc. and
Charlotte Russe Holdings, Inc.



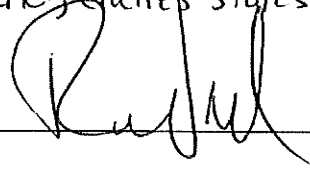
ZINA RABINOVITCH
Printed Name

SUP CONTROLLER
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Dated: ~~May~~ 8, 2011
June

CBI Distributing Corp.; Claire's Boutiques,
Inc.; Claire's Stores, Inc.



Rebecca R. Orand
Printed Name

Senior Vice President and General Counsel
Title

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Dated: May 9, 2011

[DEFENDANT NAME] COST PLUS, INC.



JANE L. BAUGHMAN
Printed Name

FVP, CFO
Title

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FIESTA JEWELRY CORPORATION

Dated: May 20 2011

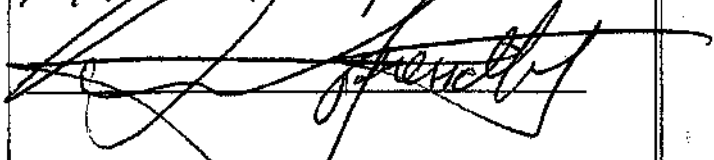
[DEFENDANT NAME]
Brian O'Hea
Brian O'Hea
Printed Name
VP
Title

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Dated: May 20 2011

[DEFENDANT NAME]

Finis Schmitty G.P.S.



Arthur James

Printed Name

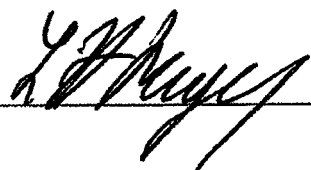
PRESIDENT

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Dated: ~~May~~ 6, 2011
June

FOREVER 21 RETAIL, INC.



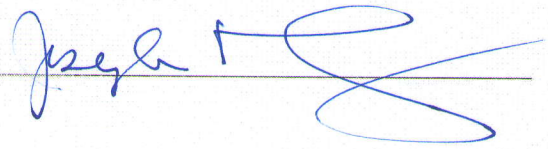
Lawrence Meyer
Printed Name

Executive Vice President
Title

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Dated: May 24, 2011

Group USA, Inc.; Group USA Apparel, Inc.



Joseph Rapacilo
Printed Name

Vice President, Finance
Title

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Dated: May 24, 2011

Haskell Jewels, Ltd.

Gabrielle Fialkoff N.K.

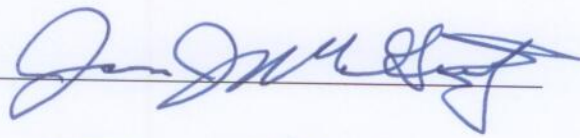
Gabrielle Fialkoff
Printed Name

Executive Vice President, COO
Title

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Dated: May 20, 2011

[DEFENDANT NAME] HOT TOPIC, INC.



Jim McGinty
Printed Name

CFO
Title

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*MJM Jewelry Corporation
(dba Berry Jewelry Company)*

Dated: May 20, 2011

[DEFENDANT NAME]

Martha Berry

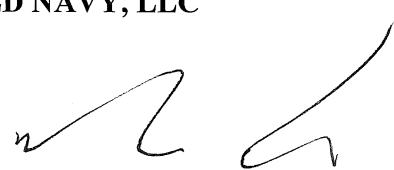
Martha Berry

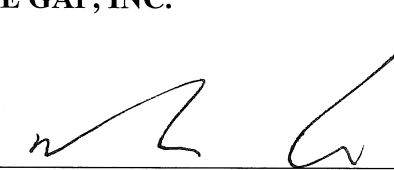
Printed Name


President/CEO

Title

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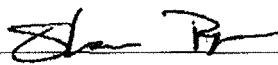
Dated: June <u>7th</u> , 2011	OLD NAVY, LLC  _____ Mck Ester Printed Name _____ Senior Corporate Counsel Title
--	--

Dated: June <u>7th</u> , 2011	THE GAP, INC.  _____ Mck Ester Printed Name _____ Senior Corporate Counsel Title
--	--

Dated: June <u>7th</u> , 2011	BANANA REPUBLIC, LLC  _____ Mck Ester Printed Name _____ Senior Corporate Counsel Title
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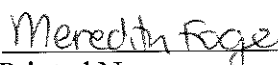

Dated: May 13, 2011

[DEFENDANT NAME]
ROGERS SPORTS MANAGEMENT GROUP


Shawn Rogers
Printed Name

Owner / CEO
Title

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Dated: May 5, 2011	SAKS & COMPANY SAKS INCORPORATED  <hr/>  <hr/> Printed Name  <hr/> Title
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Dated: May <u>26</u> , 2011	[DEFENDANT NAME] SHALOM INTERNATIONAL CORPORATION <u>Edward Baranoff</u> <u>Edward Baranoff</u> Printed Name <u>President</u> Title
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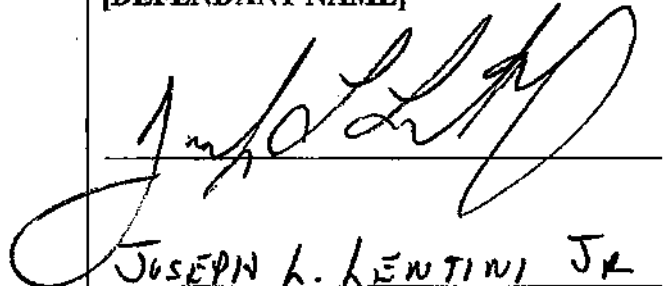
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Tanya Creations

Dated: May 20, 2011

[DEFENDANT NAME]



JOSEPH H. LENTINI, JR
Printed Name

EUP/CFO
Title

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Dated: May ²⁶, 2011

DEFENDANT NAME

Target Corp.
Ami
ADAM MORRIS


Printed Name

Sr. Corp. Counsel
Title

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Dated: May 23, 2011

THE BUCKLE, INC.



Kyle L. Harrison
Printed Name

General Counsel & Corporate Secretary

Title

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Dated: ~~May~~ 3, 2011
June

THE WET SEAL, INC.

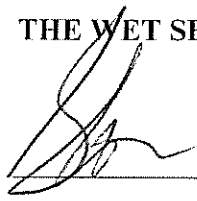


Steve Benrubi
Printed Name

CFO
Title

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Dated: May 3, 2011
June

THE WET SEAL, INC. d/b/a ARDEN B


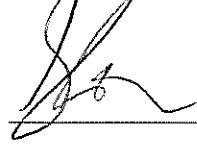
Steve Benrubi
Printed Name

CFO
Title

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Dated: May 3, 2011
June

THE WET SEAL RETAIL, INC.



Steve Benrubi
Printed Name

CFO
Title

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: A.I.J.J. Enterprises, Inc.; Rainbow Apparel Distribution Center Corp.; Rainbow USA, Inc.; The New 5-7-9 And Beyond, Inc.

2. Section 3.2 Recall Product: Gold Chain Necklace with Red Heart Charm; SKU No. 0-00150-49935-8

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Jeffrey B. Margulies
Fulbright & Jaworski, LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
jmargulies@fulbright.com

with copy to:
Michael S. Lang, Esq.
General Counsel
Rainbow USA Inc.
1000 Pennsylvania Avenue
Brooklyn, NY 11207
mlang@rainbow-mail.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Aeropostale, Inc.; Aeropostale West, Inc.

2. Section 3.2 Recall Product: Chain Necklace with Aeropostale Pendant;
SKU No. 98231871
Style No. 9211

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
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Civil Penalty	\$ 7,000
---------------	----------

OEHHA Portion of Civil Penalty (75%)	\$ 5,250
--------------------------------------	----------

CEH Portion of Civil Penalty (25%)	\$ 1,750
------------------------------------	----------

Payment in Lieu of Civil Penalty	\$10,500
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Attorneys' Fees and Costs	\$32,500
---------------------------	----------

4. Person to Receive Notice for Settling Defendant:

Edward M. Slezak
General Counsel
Aeropostale, Inc.
112 West 34th Street
New York, NY 10120
ESlezak@aeropostale.com

with copy to:
Jeffrey B. Margulies
Fulbright & Jaworski, LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
jmargulies@fulbright.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: American Eagle Outfitters, Inc.; AE Retail West LLC

2. Section 3.2 Recall Product: Blue Bracelet with Metal Pieces;
SKU No. 0483-03313-1021;
321-16680100

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

AE Retail West LLC
American Eagle Outfitters, Inc.
Associate General Counsel – Product Safety
77 Hot Metal Street
Pittsburgh, PA 15203
ProductSafety@ae.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Catherines, Inc.; Catherines of California, Inc.; Catherines Stores Corporation; Fashion Bug of California; Fashion Bug Retail Companies, Inc.; Lane Bryant, Inc.; Outlet Division Management Co., Inc.

2. Section 3.2 Recall Products: Bracelet with Breast Cancer Ribbon Charms;
SKU No. K541274780156

Silver Chain Necklace with Bird Charms;
SKU No. 2021368;
Item No. S125767

Lane Bryant Ring;
SKU No. 522254490012

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$75,000
Civil Penalty	\$10,600
OEHHA Portion of Civil Penalty (75%)	\$ 7,950
CEH Portion of Civil Penalty (25%)	\$ 2,650
Payment in Lieu of Civil Penalty	\$15,900
Attorneys' Fees and Costs	\$48,500

4. Person to Receive Notice for Settling Defendant:

General Counsel
Charming Shoppes, Inc.
3750 State Rd.
Bensalem, PA 19020
Corp-Legal-General@charming.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Charlotte Russe, Inc. and Charlotte Russe Holdings, Inc.

2. Section 3.2 Recall Product: Necklace with Owl Pendant;
SKU No. 301035839

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Michael Fisher
Buchalter Nemer
1000 Wilshire Boulevard, Suite 1500
Los Angeles, California 90017
mbfisher@buchalter.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Claire's Boutiques, Inc.; Claire's Stores, Inc.;
CBI Distributing Corp.

2. Section 3.2 Recall Products: Silver Necklace with Shamrock Pendant;
SKU No. 63342-0

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Melissa Jones
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814
jonesme@gtlaw.com

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EXHIBIT A
Settling Defendants

1. Name of Settling Defendant: Cost Plus, Inc.

2. Section 3.2 Recall Products: Necklace with Turquoise Pendant;
SKU No. 24330046

3 Strand Necklace with Pearls and Flower Pendant;
SKU No. 24298889

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Marcy J. Bergman
Bryan Cave LLP
Two Embarcadero Center, Suite 1410
San Francisco, CA 94111
marcy.bergman@bryancave.com

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EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Fiesta Jewelry Corporation

- 2. Section 3.2 Recall Product: American Eagle Outfitters Blue Bracelet with Metal Pieces;
SKU No. 0483-03313-1021;
321-16680100;
Item No. 000016680100

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

President
Fiesta Jewelry, Inc.
366 5th Avenue, Room 502
New York, NY 10001
Phone: (212) 564-6847
Fax: (212) 564-5239
bohea@fiestajewelry.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Finesse Novelty, Corp.

2. Section 3.2 Recall Product: Lane Bryant Ring;
SKU No. 522254490012

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

President
Finesse Novelty Corp.
Two Channel Drive
Port Washington, NY 11050
scottd@fncny.com
arthurd@fncny.com

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EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Forever 21 Retail, Inc.

- 2. Section 3.2 Recall Product: Gold Chain Necklace with Red Apple Charm;
SKU No. 72760138011;
Item No. NK1688

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

John Allen
Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center, 12th Floor
San Francisco, CA 94111
jallen@allenmatkins.com

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EXHIBIT A
Settling Defendants

- 1. Name of Settling Defendant: Group USA, Inc.; Group USA Apparel, Inc.
- 2. Section 3.2 Recall Product: Silver Chain Necklace with Silver Heart Charm;
SKU No. 400023236811

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

- 4. Person to Receive Notice for Settling Defendant:
Melissa Jones
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814
jonesme@gtlaw.com

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EXHIBIT A
Settling Defendants

- 1. Name of Settling Defendant: Haskell Jewels, Ltd.
- 2. Section 3.2 Recall Product: Bracelet with Flower Charms;
SKU No. 1-24031-00000-3

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Gabrielle Fialkoff
Haskell Jewels, Ltd.
390 Fifth Avenue
Second Floor
New York, NY 10018
gfialkoff@haskelljewels.com

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EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Hot Topic, Inc.
- 2. Section 3.2 Recall Product: Hot Topic, Inc. Bow Keyhole Neck;
SKU No. 155855-000

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

General Counsel
Hot Topic, Inc.
18305 E. San Jose Ave.
City of Industry, CA 91748

with copy to:
Jeffrey B. Margulies
Fulbright & Jaworski, LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
jmargulies@fulbright.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: MJM Jewelry Corp. dba Berry Jewelry Company

2. Section 3.2 Recall Product: Necklace with White Cord and Charm;
SKU No. 9541800000

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Martha Berry
Berry Jewelry Company
29 West 38th Street, 1th Floor
New York, NY 10018
Phone: (212) 354-5014
Fax: (212) 354-5105
generalcounsel@berryjewelry.com

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EXHIBIT A
Settling Defendants

1. Name of Settling Defendants: Old Navy, LLC; Banana Republic, LLC; The Gap, Inc.

2. Section 3.2 Recall Product: Bracelet with Flower Charms;
SKU No. 1-24031-00000-3

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$60,000
Civil Penalty	\$ 8,440
OEHHA Portion of Civil Penalty (75%)	\$ 6,330
CEH Portion of Civil Penalty (25%)	\$ 2,110
Payment in Lieu of Civil Penalty	\$12,660
Attorneys' Fees and Costs	\$38,900

4. Person to Receive Notice for Settling Defendant:

Mark Epstein
Senior Corporate Counsel
The Gap, Inc.
2 Folsom Street
San Francisco, CA 94105
Mark_Epstein@Gap.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Rogers Sports Management Group

2. Section 3.2 Recall Product: Chain Necklace with Aeropostale Pendant;
SKU No. 98231871;
Style No. 9211

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
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Civil Penalty	\$ 4,840
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OEHHA Portion of Civil Penalty (75%)	\$ 3,630
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CEH Portion of Civil Penalty (25%)	\$ 1,210
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Payment in Lieu of Civil Penalty	\$ 7,260
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Attorneys' Fees and Costs	\$22,900
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4. Person to Receive Notice for Settling Defendant:

Andrea Rogers
Vice President of Operations
Rogers Sports Management
337 South Main Street, PO Box 773
Findlay, OH 45840
arogers@fdizone.com

with copy to:
Jeffrey B. Margulies
Fulbright & Jaworski, LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
jmargulies@fulbright.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendants: Saks & Company; Saks Incorporated
and including affiliates SCCA Store Holding, Inc. and
Saks Direct, LLC

2. Section 3.2 Recall Product: Cara Accessories Chain Link Necklace;
SKU No. 6-10999-77615-4

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Meredith D. Fogel, Esq.
Assistant General Counsel
Saks Incorporated
12 East 49th Street
New York, NY 10017
Phone: (212) 451-3658
Fax: (212) 940-5291
meredith_fogel@s5a.com

with copy to:
Judith M. Praitis, Esq.
Sidley Austin LLP., 39th Fl.
555 West Fifth Street
Los Angeles, CA 90013
Phone: (213) 896-6637
Fax: (213) 896-6600
jpraitis@sidley.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: Shalom International Corp.

2. Section 3.2 Recall Product: Gold Chain Necklace with Red Heart Charm;
SKU No. 0-00150-49935-8
Style No. 9888

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Patricia Petenko Shalom International Corp. 1050 Amboy Avenue Perth Amboy, NJ 08861 <u>ppetenko@shalomint.com</u>	<i>with copies to:</i> Jeffrey B. Margulies Fulbright & Jaworski, LLP 555 South Flower Street, 41 st Floor Los Angeles, CA 90071 <u>jmargulies@fulbright.com</u> Mike Hassan Wachtel & Masyr LLP One Dag Hammarskjold Plaza 885 Second Avenue, 47th Floor New York, NY 10017 <u>Hassan@wmlp.com</u>
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EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Tanya Creations, Inc.

- 2. Section 3.2 Recall Products: Bracelet with Breast Cancer Ribbon Charms;
SKU No. K541274780156

Silver Chain Necklace with Bird Charms;
SKU No. 2021368;
Item No. S125767

Lane Bryant Ring;
SKU No. K52225449012

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$35,000
Civil Penalty	\$ 4,840
OEHHA Portion of Civil Penalty (75%)	\$ 3,630
CEH Portion of Civil Penalty (25%)	\$ 1,210
Payment in Lieu of Civil Penalty	\$ 7,260
Attorneys' Fees and Costs	\$22,900

4. Person to Receive Notice for Settling Defendant:

Mr. Joseph Lentini
Vice President
Tanya Creations
360 Narragansett Park Drive
East Providence, RI 02916
Phone: (401) 438-8050
Fax: (401) 438-4890
joel@tanyacreations.com

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EXHIBIT A

Settling Defendants

- 1. Name of Settling Defendant: Target Corporation
- 2. Section 3.2 Recall Product: Necklace with Brown Cord and Metal Charms;
SKU No. 4-92150-12331-7

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Adam Morris
Senior Corporate Counsel
Target Corporation
1000 Nicollet Mall, TPN-12
Minneapolis, MN 55403
Phone: (612) 304-6073
Fax: (612) 761-3728

with copy to:
Jeffrey B. Margulies
Fulbright & Jaworski, LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
jmargulies@fulbright.com

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EXHIBIT A
Settling Defendants

- 1. Name of Settling Defendant: The Buckle, Inc.
- 2. Section 3.2 Recall Products: Necklace with White Cord and Charm;
SKU No. 9541800000

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Kyle L. Hanson, Esq.
General Counsel and Corporate Secretary
The Buckle, Inc.
2407 West 24th Street
Kearney, NE 68845
Phone: (308) 236-4423
kyle.hanson@buckle.com

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EXHIBIT A

Settling Defendants

1. Name of Settling Defendant: The Wet Seal, Inc.; The Wet Seal, Inc. DBA Arden B;
The Wet Seal Retail, Inc.
2. Section 3.2 Recall Products: Wet Seal Necklace with Textured Flowers;
SKU No. 424068100005

Arden B Silver Multi-Strand Necklace with Blue Beads;
SKU No. 420359000009

3. Defendant's Settlement Payment and Allocation

Total Settlement Payment	\$50,000
Civil Penalty	\$ 7,000
OEHHA Portion of Civil Penalty (75%)	\$ 5,250
CEH Portion of Civil Penalty (25%)	\$ 1,750
Payment in Lieu of Civil Penalty	\$10,500
Attorneys' Fees and Costs	\$32,500

4. Person to Receive Notice for Settling Defendant:

Marcy J. Bergman
Bryan Cave LLP
Two Embarcadero Center, Suite 1410
San Francisco, CA 94111
marcy.bergman@bryancave.com

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EXHIBIT B

List of Entities Not Subject To Downstream Release

- Ashley Stewart Ltd.
- Atico International USA, Inc.
- BCBG Max Azria Group, Inc.
- Burlington Coat Factory Warehouse Corporation
- C2:8
- Cara Accessories Ltd.
- Cousin Corporation of America
- CVS Pharmacy, Inc.
- F.A.F., Inc.
- Fad, Inc.
- Forum Novelties, Inc.
- High Accessories, Inc.
- J.M. Hollister, LLC
- Metropark USA, Inc.
- New Ashley Stewart, Inc.
- NY Style
- Party City Corporation
- Rubie's Costume Company, Inc.
- Sears, Roebuck and Co.
- Spencer Gifts, LLC.
- Styles For Less, Inc.
- Sulyn Industries, Inc.
- Urban Brands, Inc.
- Wal-Mart Stores Inc.
- Western Fashion, Inc.