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

|                                    |   |                                      |
|------------------------------------|---|--------------------------------------|
| CENTER FOR ENVIRONMENTAL HEALTH,   | ) | Lead Case No. RG 10-514803           |
| A non-profit corporation,          | ) |                                      |
|                                    | ) | (Consolidated with Case Nos.         |
| Plaintiff,                         | ) | RG 10-545680 and RG 10-545687)       |
|                                    | ) |                                      |
| vs.                                | ) | ASSIGNED FOR ALL PURPOSES TO:        |
|                                    | ) | Judge Steven A. Brick, Department 17 |
| AEROPOSTALE, INC., <i>et al.</i> , | ) |                                      |
|                                    | ) | <b>[PROPOSED] CONSENT JUDGMENT</b>   |
| Defendants.                        | ) | <b>AS TO WALGREEN COMPANY,</b>       |
|                                    | ) | <b>B &amp; J ACCESSORIES AND TYJ</b> |
| _____                              | ) | <b>TRADING, INC.</b>                 |
| And 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 defendants Walgreen Company, B & J Accessories and TYJ Trading, Inc. (“Settling Defendants”), to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Aeropostale, Inc., et al.*, Alameda County Superior Court Case No. RG 10-514803 (the “Action”).

1.2 On December 21, 2011, CEH served a “Notice of Violation of Proposition 65” to

1 the California Attorney General, the District Attorneys of every county in California, the City  
2 Attorneys of every California city with a population greater than 750,000, and to Walgreen  
3 Company regarding the presence of cadmium in jewelry manufactured, distributed or sold by  
4 Walgreen Company. In addition, on July 16, 2012, CEH served a “Notice of Violation of  
5 Proposition 65” to the California Attorney General, the District Attorneys of every county in  
6 California, the City Attorneys of every California city with a population greater than 750,000, and  
7 to B & J Accessories and TYJ Trading, Inc. regarding the presence of cadmium in jewelry  
8 manufactured, distributed or sold by B & J Accessories and TYJ Trading, Inc.

9 1.3 On April 8, 2011, CEH filed the operative Second Amended Complaint  
10 (“Complaint”) in the *CEH v. Aeropostale* action. On March 16, 2012, CEH amended the  
11 Complaint to name Walgreen Company as Doe 27. On October 4, 2012, CEH amended the  
12 Complaint to name B & J Accessories and TYJ Trading, Inc. as Doe 30 and Doe 32, respectively.

13 1.4 Each Settling Defendant is a corporation that manufactures, distributes and/or sells  
14 Covered Products (as defined herein) in the State of California.

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

22 1.6 CEH and Settling Defendants enter into this Consent Judgment as a full and final  
23 settlement of all claims that were raised in the Complaint, or which could have been raised in the  
24 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By  
25 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not  
26 admit any facts or conclusions of law including, but not limited to, any facts or conclusions of law  
27 suggesting or demonstrating any violations of Proposition 65 (California Health & Safety Code  
28 sections 25249.5, *et seq.*) or any other statutory, common law or equitable requirements relating to

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

## 10 **2. DEFINITIONS**

11 2.1 The term "Cadmium Limit" means a concentration of 0.03 percent (300 parts per  
12 million ("ppm")) by weight cadmium in any component of a Covered Product, or in any material  
13 used in a Covered Product.

14 2.2 The term "Covered Product" means (a) the following ornaments worn by a person:  
15 an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, watch (excluding the  
16 timepiece itself if removable), decorated hair accessory, earring, necklace, pin, ring; similar  
17 clothing or shoe ornaments which are detachable; and body piercing jewelry; or (b) any bead,  
18 chain, link, pendant, or 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 Covered Products.** Settling Defendants shall comply with the  
22 following requirements to achieve expeditious reformulation of the Covered Products to reduce or  
23 eliminate exposures to cadmium arising from the Covered Products:

24 3.1.1 **Specification Compliance Date.** To the extent they have not already  
25 done so, no more than 30 days after the Effective Date, Settling Defendants shall provide the  
26 Cadmium Limit to their suppliers of Covered Products and shall instruct each supplier to  
27 expeditiously provide Covered Products that do not exceed the Cadmium Limit on a nationwide  
28 basis.

1                   3.1.2     **Cadmium Limit.** After the Effective Date, Settling Defendants shall not  
2 manufacture, purchase, import, sell or offer for sale in California any Covered Product that  
3 exceeds the Cadmium Limit.

4                   3.2       **Market Withdrawal of Covered Products.** On or before the Effective Date,  
5 Settling Defendants shall: (i) cease shipping the specific products identified as Recall Products  
6 next to its name on Exhibit A (the “Recall Products”) to stores and/or customers in California, (ii)  
7 withdraw the Recall Products from the market in California, and (iii) if the Recall Products were  
8 not withdrawn from sale in California prior to the Effective Date, send instructions to any of its  
9 stores and/or customers that offer the Recall Products for sale in California to cease offering such  
10 Recall Products for sale and to either return all Recall Products to Settling Defendants for  
11 destruction, or to directly destroy the Recall Products. Any destruction of the Recall Products  
12 shall be in compliance with all applicable laws. Within 60 days of the Effective Date, Settling  
13 Defendants shall certify to CEH that it has complied with this Section 3.2. If there is a dispute  
14 over the corrective action, the Parties shall meet and confer before seeking any remedy in court.

15     **4.       ENFORCEMENT**

16                   4.1       **General Enforcement Provisions.** CEH may, by motion or application for an  
17 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
18 Judgment. Any action to enforce alleged violations of the Cadmium Limit by Settling Defendants  
19 shall be brought exclusively pursuant to this Section 4.

20                   4.2       **Enforcement of Materials Violation.**

21                   4.2.1     **Notice of Violation.** In the event that, at any time following the Effective  
22 Date, CEH identifies one or more Covered Products manufactured, distributed, or sold by a  
23 Settling Defendant that CEH believes in good faith exceed the Cadmium Limit, CEH may issue a  
24 Notice of Violation pursuant to this Section.

25                   4.2.2     **Service of Notice of Violation and Supporting Documentation.**

26                   4.2.2.1    The Notice of Violation shall be sent to the person(s) identified in  
27 Exhibit A to receive notices for the Settling Defendant, and must be served within 75 days of the  
28 date the Covered Product at issue was purchased or otherwise acquired by CEH, provided,

1 however, that CEH may have up to an additional 45 days to provide Settling Defendant with the  
2 test data required by Section 4.2.2.2 below if it has not yet obtained it from its laboratory.

3 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each  
4 Covered Product: (a) the date the alleged violation was observed, (b) the location at which the  
5 Covered Product was offered for sale, (c) a description of the Covered Product giving rise to the  
6 alleged violation, and (d) all test data obtained by CEH regarding the Covered Product and  
7 supporting documentation sufficient for validation of the test results, including any laboratory  
8 reports, quality assurance reports and quality control reports associated with testing of the Covered  
9 Products. Such Notice of Violation shall be based upon total acid digest test data from an  
10 independent laboratory. Wipe, swipe, and swab testing are not sufficient to support a Notice of  
11 Violation.

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

21 4.2.3 **Notice of Election of Response.** No more than 30 days after service of a  
22 Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to  
23 contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to  
24 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an  
25 election to contest the Notice of Violation.

26 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
27 include all then-available documentary evidence regarding the alleged violation, including all test  
28 data, if any. If Settling Defendant or CEH later acquires additional test or other data regarding the

1 alleged violation, it shall notify the other party and promptly provide all such data or information  
2 to the party. Any test data used to contest a Notice of Violation shall meet the criteria of Section  
3 4.2.2.2.

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

16           **4.2.5 Non-Contested Matters.** If Settling Defendant elects not to contest the  
17 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6  
18 and shall make any payments required by Section 4.2.7.

19           **4.2.6 Corrective Action in Non-Contested Matters.** If Settling Defendant  
20 elects not to contest the allegation, it shall include in its Notice of Election a detailed description  
21 with supporting documentation of the corrective action that it has undertaken or proposes to  
22 undertake to address the alleged violation. Any such correction shall, at a minimum, provide  
23 reasonable assurance that the Covered Product will no longer be offered for sale in California.  
24 Corrective action must include instructions to Settling Defendant's stores and/or its customers that  
25 offer the Covered Product for sale to consumers to cease offering the Covered Product(s)  
26 identified in the Notice of Violation for sale in California as soon as practicable. The Notice of  
27 Election shall also include the name, address, telephone number, and other contact information, of  
28 Settling Defendant's supplier(s) of each Covered Product identified in the Notice of Violation and

1 any retailers to whom Settling Defendant sold any Covered Product(s) identified in the Notice of  
2 Violation. Settling Defendant shall make available to CEH for inspection and/or copying records  
3 and correspondence regarding the corrective action. If there is a dispute over the corrective action,  
4 the Parties shall meet and confer pursuant to Section 4.2.4 before seeking any remedy in court.

5           **4.2.7 Payments in Non-Contested Matters.** In addition to the corrective  
6 action, Settling Defendant shall be required to make a payment as reimbursement for costs for  
7 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
8 attorneys' fees and costs incurred in connection with these activities, as specified below:

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

23           **4.2.7.2** The payment shall be made by check payable to the "Lexington Law  
24 Group" and shall be paid within 15 days of service of a Notice of Election triggering a payment.

25           **4.2.8 Repeat Violations.** If a Settling Defendant has received three or more  
26 Notices of Violation that were not successfully contested or withdrawn in any 12-month period  
27 then, at CEH's option, CEH may seek whatever fines, costs, penalties, attorneys' fees or other  
28 remedies that are provided by law for failure to comply with the Consent Judgment. Prior to

1 seeking such relief, CEH shall meet and confer with Settling Defendant for a period not to exceed  
2 30 days (unless extended by mutual agreement) to determine if the Parties can agree on measures  
3 Settling Defendant can undertake to prevent future violations.

4 **5. PAYMENTS**

5 5.1 **Payments From TYJ Trading, Inc.** Within five (5) days of entry of this Consent  
6 Judgment, TYJ Trading, Inc. shall pay the total sum of \$45,000 in three separate checks as  
7 follows: (a) \$5,930 made payable to the Center for Environmental Health as a civil penalty; (b)  
8 \$8,900 made payable to the Center for Environmental Health as a payment in lieu of additional  
9 civil penalty; and (c) \$30,170 made payable to the Lexington Law Group as partial reimbursement  
10 of attorneys' fees and costs.

11 5.2 **Payments From B & J Accessories.** B & J Accessories shall pay a total of  
12 \$45,000 pursuant to this Consent Judgment, such payment to be made as set forth in this Section.  
13 On or before February 15, 2013, B & J Accessories shall pay the sum of \$22,500 in three separate  
14 checks as follows: (a) \$2,950 made payable to the Center for Environmental Health as a civil  
15 penalty; (b) \$4,450 made payable to the Center for Environmental Health as a payment in lieu of  
16 additional civil penalty; and (c) \$15,100 made payable to the Lexington Law Group as partial  
17 reimbursement of attorneys' fees and costs. On or before July 15, 2013, B & J Accessories shall  
18 make a second payment of \$22,500 in three separate checks as follows: (a) \$2,950 made payable  
19 to the Center for Environmental Health as a civil penalty; (b) \$4,450 made payable to the Center  
20 for Environmental Health as a payment in lieu of additional civil penalty; and (c) \$15,100 made  
21 payable to the Lexington Law Group as partial reimbursement of attorneys' fees and costs. If the  
22 Consent Judgment is not approved prior to February 15, 2013, the February 15, 2013 payments  
23 will be held in trust by CEH's counsel pending approval.

24 5.3 **Allocation of Payments.** All of the settlement payments required under this  
25 Section shall be delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503  
26 Divisadero Street, San Francisco, California 94117-2212, and allocated as set forth below between  
27 the following categories:  
28



1                   5.3.1 All civil penalty payments are made pursuant to Health & Safety Code  
2 §25249.7(b,) and shall be apportioned by CEH in accordance with California Health & Safety  
3 Code §25249.12(c) & (d), with 75% of these funds remitted to the State of California’s Office of  
4 Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty  
5 remitted to CEH.

6                   5.3.2 All payments in lieu of civil penalty are made to CEH pursuant to Health &  
7 Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3202(b). CEH will  
8 restrict the use of such funds to the following purposes: (a) monitoring compliance with the  
9 reformulation requirements of this and other similar Consent Judgments; (b) purchasing and  
10 testing jewelry; (c) preparing and compiling the information and documentation necessary to  
11 support enforcement efforts under this Consent Judgment; (d) contributions to CEH’s Community  
12 Environmental Action and Justice Fund; and (e) supporting CEH programs and activities that seek  
13 to reduce the public health impacts or risks of exposure to heavy metals, including cadmium,  
14 known to the State of California to cause cancer or reproductive harm. Such programs and  
15 activities currently include (i) CEH’s membership on the ASTM toy safety committee and  
16 participation in a workgroup that is drafting a standard to limit cadmium and other heavy metals in  
17 toys; (ii) CEH’s work in support of policy initiatives at the state and federal level to restrict the use  
18 of cadmium and other heavy metals in consumer products; and (iii) CEH’s advocacy for a  
19 reduction in the use of toxic chemicals, including heavy metals such as cadmium, in electronic  
20 devices and standards for the disposal/recycling of such products, including CEH’s participation in  
21 an EPA-sponsored multi-stakeholder workgroup seeking to set standards for the design,  
22 manufacture, sale, labeling and disposal of televisions and printers. CEH will maintain records  
23 that document how these funds were spent. As part of its Community Environmental Action and  
24 Justice Fund, CEH will use four percent of such funds to award grants to grassroots environmental  
25 justice groups working to educate and protect people from exposures to toxic chemicals. The  
26 method of selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

27                   5.3.3 All reimbursements of attorneys’ fees and costs are to be made to the  
28 Lexington Law Group.

1           5.4     Any failure by a Settling Defendant to comply with the payment terms herein shall  
2 be subject to a stipulated late fee in the amount of \$100 for each day after the delivery date the  
3 payment is received. The late fees required under this Section shall be recoverable, together with  
4 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4.1 of this  
5 Consent Judgment.

6       **6.     MODIFICATION AND DISPUTE RESOLUTION**

7           6.1     **Modification.** This Consent Judgment may be modified from time to time by  
8 express written agreement of the Parties with the approval of the Court, or by an order of this  
9 Court upon motion and in accordance with law.

10          6.2     **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
11 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
12 modify the Consent Judgment.

13       **7.     CLAIMS COVERED AND RELEASE**

14          7.1     This Consent Judgment is a full, final, and binding resolution between CEH acting  
15 in the public interest and Settling Defendants and Settling Defendants' parents, shareholders,  
16 subsidiaries and their successors and assigns ("Defendant Releasees"), and all entities other than  
17 those entities listed on Exhibit B to whom they distribute or sell Covered Products including, but  
18 not limited to, distributors, wholesalers, customers, retailers, franchisees, cooperative members,  
19 and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 up through  
20 the Effective Date based on the failure to warn about exposure to cadmium in the Covered  
21 Products manufactured, distributed, or sold by Settling Defendants prior to the Effective Date as  
22 set forth in the Notice of Violation.

23          7.2     CEH, for itself releases, waives, and forever discharges any and all claims against  
24 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any  
25 violation of Proposition 65 or any other statutory or common law claims that have been or could  
26 have been asserted in the public interest regarding the failure to warn about exposure to cadmium  
27 arising in connection with Covered Products manufactured, distributed or sold by Settling  
28 Defendants prior to the Effective Date.

1           7.3     Compliance with the terms of this Consent Judgment by Settling Defendants and  
2 the Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants,  
3 the Defendant Releasees and the Downstream Defendant Releasees with respect to any alleged  
4 failure to warn about cadmium in Covered Products manufactured, distributed or sold by Settling  
5 Defendants after the Effective Date.

6     **8.     PROVISION OF NOTICE**

7           8.1     When any Party is entitled to receive any notice under this Consent Judgment, the  
8 notice shall be sent by first class and electronic mail as follows:

9                   8.1.1   **Notices to Settling Defendants.** The person(s) for Settling Defendants to  
10 receive Notice pursuant to this Consent Judgment are identified on Exhibit A.

11                   8.1.2   **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to  
12 this Consent Judgment shall be:

13                                   Eric S. Somers  
14                                   Lexington Law Group  
15                                   503 Divisadero Street  
16                                   San Francisco, CA 94117  
17                                   esomers@lexlawgroup.com

18           8.2     Any Party may modify the person and address to whom the notice is to be sent by  
19 sending the other Party notice by first class and electronic mail.

20     **9.     COURT APPROVAL**

21           9.1     This Consent Judgment shall become effective on the Effective Date, provided  
22 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
23 Settling Defendants shall support approval of such Motion.

24           9.2     If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
25 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

26     **10.    GOVERNING LAW AND CONSTRUCTION**

27           10.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
28 California.

1 **11. ENTIRE AGREEMENT**

2 11.1 This Consent Judgment contains the sole and entire agreement and understanding  
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
4 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
5 and therein. There are no warranties, representations, or other agreements between the Parties  
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
7 other than those specifically referred to in this Consent Judgment have been made by any Party  
8 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
9 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
10 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
11 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
12 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
13 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
14 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
15 whether or not similar, nor shall such waiver constitute a continuing waiver.

16 **12. RETENTION OF JURISDICTION**

17 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify  
18 the Consent Judgment.

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

20 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
21 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
22 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

24 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
25 against any other entity on terms that are different than those contained in 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

|  |  |
|--|--|
| 12 Dated: <u>Oct 10</u> , 2012<br>13<br>14<br>15<br>16<br>17<br>18<br>19<br>20 | <b>CENTER FOR ENVIRONMENTAL HEALTH</b><br><br><br>_____<br><b>CHARLES PIZARRO</b><br>_____<br>Printed Name<br><br><b>ASSOCIATE DIRECTOR</b><br>_____<br>Title |
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Dated: Sept. 27, 2012

**WALGREEN COMPANY**

W. Bryan Pugh

W. Bryan Pugh  
Printed Name

V.P. Merchandising

Title

Dated: \_\_\_\_\_, 2012

**B & J ACCESSORIES**

\_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

Dated: 8/28, 2012

**TYJ TRADING, INC.**

Paul Paic

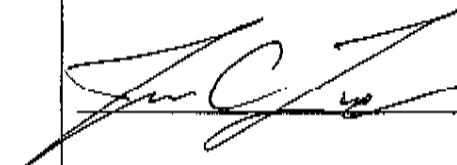
PAUL PAIC  
Printed Name

President

Title

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|--------------------|-------------------------|
| Dated: _____, 2012 | <b>WALGREEN COMPANY</b> |
|                    | _____                   |
|                    | Printed Name            |
|                    | _____                   |
|                    | Title                   |

|                           |  |
|---------------------------|--|
| Dated: <u>10-3</u> , 2012 | <b>B &amp; J ACCESSORIES</b>   |
|                           |  |
|                           | <u>Jim C. Zandt</u>  |
|                           | Printed Name   |
|                           | <u>Owner</u>   |
|                           | Title  |

|                    |                          |
|--------------------|--------------------------|
| Dated: _____, 2012 | <b>TYJ TRADING, INC.</b> |
|                    | _____                    |
|                    | Printed Name             |
|                    | _____                    |
|                    | Title                    |

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**EXHIBIT A**

**Settling Defendant:** Walgreen Company

**1. Section 3.2 Recall Products:**

- CrystalMania Koala Ring, SKU No. 8-17991-00003-8
- CrystalMania Bird Ring with Magenta and Yellow Jewels, SKU 8-17991-00003-8
- CrystalMania Silver Flower Earrings with Diamond Studs, SKU No. 8-17991-00003-8
- Unicorn Earrings, SKU No. 7-61429-00920-2
- One Way J Collection Silver Bracelet, SKU No. 7-36211-83994-7
- Forplay Rhinestone Heart Necklace, SKU 847890173090

**2. Person to Receive Notice for Settling Defendant:**

Renee D. Wasserman  
Rogers Joseph O'Donnell  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94104  
rwasserman@rjo.com



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**EXHIBIT A**

**Settling Defendant:** B & J Accessories

**1. Section 3.2 Recall Products:**

Unicorn Earrings, SKU No. 7-61429-00920-2

**2. Person to Receive Notice for Settling Defendant:**

Jim Zandt  
B & J Accessories  
1228 11<sup>th</sup> Street  
Paso Robles, CA 93446  
jimzandt@gmail.com

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**EXHIBIT A**

**Settling Defendant:** TYJ Trading, Inc.

**1. Section 3.2 Recall Products:**

One Way J Collection Silver Bracelet, SKU No. 7-36211-83994-7

**2. Person to Receive Notice for Settling Defendant:**

Paul Pak  
TYJ Trading, Inc.  
1926 N. Olympic Drive  
Vernon Hills, IL 60061

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**EXHIBIT B**

**List of Entities Not Subject to Downstream Release**

- Amazon.com, Inc.
- Ana Accessories Corporation and Ana Trading Company
- Any Time Costumes.com, Inc.
- Artini Accessories Inc.
- Athenian Fashions, Inc.
- Basic
- Beadniks
- Bien Bien, Inc.
- BuySeasons, Inc.
- C2:8
- California Dream Co., Inc.
- Creativity, Inc. and Creativity Crafts, Inc.
- Crystal Mania
- DCWV Acquisition Corporation
- Fashion Fantasia, Inc.
- Fashion Plaza
- First Fantasies-Costume Cuzzins, Inc.
- Forever NYC Fashion Accessory Import LLC
- Forplay, Inc. and For Play Catalog, Inc.
- Gags and Games, Inc.
- GTG Collection
- Halloween Express
- Hollywood Accessories
- INVU Accessories
- Joppa, Inc.

- 1 • Kerissa Creations, Inc.
- 2 • Lb's Fashion
- 3 • LB's Fashion, Inc.
- 4 • Love Culture Inc. and Love Culture LLC
- 5 • M&P Central, Inc.
- 6 • Metropark USA, Inc.
- 7 • Michaels Stores, Inc.
- 8 • Nima Accessories, Inc.
- 9 • NY Style
- 10 • Pink Ice, Inc.
- 11 • Saum Accessories Inc.
- 12 • Sears, Roebuck and Co.
- 13 • Simply You
- 14 • Toynk Toys, LLC
- 15 • Unbeatable Sale.Com Inc.
- 16 • Urban Brands, Inc.
- 17 • Wal-Mart Stores Inc.
- 18 • Western Fashion, Inc.
- 19 • Westrim, Inc.
- 20 • Windsor Fashions, Inc.
- 21 • Xpose