

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

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 FOR PLAY CATALOG, 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 defendant For Play Catalog, Inc. (“Settling Defendant”), to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Aeropostale, Inc., et al.*, Alameda County Superior Court Case No. RG 10-514803.

1.2 On April 8, 2011, CEH filed the operative Second Amended Complaint (“Complaint”) in the *CEH v. Aeropostale* action. On January 17, 2013, CEH amended the

1 Complaint to name Settling Defendant as Doe 35.

2 1.3 More than sixty days prior to naming Settling Defendant as a party in *CEH v.*  
3 *Aeropostale*, CEH served a Notice of Violation under Proposition 65 alleging that Settling  
4 Defendant, along with other entities named in the notice, violated Proposition 65 by exposing  
5 persons to cadmium contained in jewelry, without first providing a clear and reasonable warning  
6 pursuant to Proposition 65.

7 1.4 Settling Defendant manufactures, distributes and/or sells Covered Products (as  
8 defined herein) in the State of California.

9 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendant (the  
10 “Parties”) stipulate that this Court has jurisdiction over the allegations of violations contained in  
11 the Complaint and personal jurisdiction over 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 Defendant.

16 1.6 CEH and Settling Defendant 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 Defendant 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 & 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 Defendant denies the material, factual  
27 and legal allegations in CEH’s Complaint and expressly denies 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 Products 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 & 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.** Settling Defendant shall comply with the  
19 following requirements to achieve expeditious reformulation of the Covered Products to reduce or  
20 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, Settling Defendant shall provide the Cadmium  
23 Limit to its suppliers of Covered Products and shall instruct each supplier to expeditiously provide  
24 Covered Products that do not exceed the Cadmium Limit on a nationwide basis.

25 3.1.2 **Cadmium Limit.** After the Effective Date, Settling Defendant shall not  
26 manufacture, purchase, import, sell or offer for sale in California any Covered Product that  
27 exceeds the Cadmium Limit.  
28

1           **3.2 Market Withdrawal of Covered Products.** On or before the Effective Date,  
2 Settling Defendant shall: (i) cease shipping the Forplay Gold Necklace with Rhinestone Heart  
3 Pendant, SKU No. 8-47890-17309-0, Style No. 978304, as identified in CEH’s 60-Day Notice of  
4 Violation to Settlement Defendant (the “Market Withdrawal Products”) to stores and/or customers  
5 in California, (ii) withdraw the Market Withdrawal Products from the market in California, and  
6 (iii) if the Market Withdrawal Products were not withdrawn from sale in California prior to the  
7 Effective Date, send instructions to any of its stores and/or customers that offer the Market  
8 Withdrawal Products for sale in California to cease offering such Market Withdrawal Products for  
9 sale and to either return all Market Withdrawal Products to Settling Defendant for destruction, or  
10 to directly destroy the Market Withdrawal Products. Any destruction of the Market Withdrawal  
11 Products shall be in compliance with all applicable laws. Within 60 days of the Effective Date,  
12 Settling Defendant shall certify to CEH that it has complied with this Section 3.2. If there is a  
13 dispute over the corrective action, the Parties shall meet and confer before seeking any remedy in  
14 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 Defendant  
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 Settling  
23 Defendant that CEH believes in good faith exceed the Cadmium Limit, CEH may issue a Notice  
24 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 Section 8.1 to receive notices for 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 (i) CEH may have up to an additional 45 days to provide the Settling Defendant  
2 with the test data required by Section 4.2.2.2 below if it has not yet obtained it from its laboratory;  
3 and (ii) CEH may serve a subsequent Notice of Violation to a supplier of a Covered Product  
4 identified in a previous Notice of Violation so long as: (a) the identity of the supplier cannot be  
5 discerned from the labeling of the Covered Product; and (b) the Notice of Violation to the supplier  
6 is served within 75 days of the date the supplier is identified in writing to CEH by another Settling  
7 Defendant.

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

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

26                   4.2.3     **Notice of Election of Response.** No more than 30 days after service of a  
27 Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to  
28 contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to

1 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an  
2 election to contest the Notice of Violation.

3 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
4 include all then-available documentary evidence regarding the alleged violation, including all test  
5 data, if any. If Settling Defendant or CEH later acquires additional test or other data regarding the  
6 alleged violation, it shall notify the other party and promptly provide all such data or information  
7 to the party. Any test data used to contest a Notice of Violation shall meet the criteria of Section  
8 4.2.2.2.

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

21 4.2.5 **Non-Contested Matters.** If Settling Defendant elects not to contest the  
22 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6  
23 and shall make any payments required by Section 4.2.7.

24 4.2.6 **Corrective Action in Non-Contested Matters.** If Settling Defendant  
25 elects not to contest the allegation, it shall include in its Notice of Election a detailed description  
26 with supporting documentation of the corrective action that it has undertaken or proposes to  
27 undertake to address the alleged violation. Any such correction shall, at a minimum, provide  
28 reasonable assurance that the Covered Product will no longer be offered for sale in California.

1 Corrective action must include instructions to Settling Defendant's stores and/or its customers that  
2 offer the Covered Product for sale to consumers to cease offering the Covered Product(s)  
3 identified in the Notice of Violation for sale in California as soon as practicable. The Notice of  
4 Election shall also include the name, address, telephone number, and other contact information, of  
5 Settling Defendant's supplier(s) of each Covered Product identified in the Notice of Violation and  
6 any retailers to whom Settling Defendant sold any Covered Product(s) identified in the Notice of  
7 Violation. Settling Defendant shall make available to CEH for inspection and/or copying records  
8 and correspondence regarding the corrective action. If there is a dispute over the corrective action,  
9 the Parties shall meet and confer pursuant to Section 4.2.4 before seeking any remedy in court.

10 **4.2.7 Payments in Non-Contested Matters.** In addition to the corrective  
11 action, Settling Defendant shall be required to make a payment as reimbursement for costs for  
12 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
13 attorneys' fees and costs incurred in connection with these activities, as specified below:

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

28 **4.2.7.2** The payment shall be made by check payable to the "Lexington Law

1 Group” and shall be paid within 15 days of service of a Notice of Election triggering a payment.

2           **4.2.8 Repeat Violations.** If Settling Defendant has received three or more  
3 Notices of Violation that were not successfully contested or withdrawn in any 12-month period  
4 then, at CEH’s option, CEH may seek whatever fines, costs, penalties, attorneys’ fees or other  
5 remedies that are provided by law for failure to comply with the Consent Judgment. Prior to  
6 seeking such relief, CEH shall meet and confer with Settling Defendant for a period not to exceed  
7 30 days (unless extended by mutual agreement) to determine if the Parties can agree on measures  
8 Settling Defendant can undertake to prevent future violations.

9 **5. PAYMENTS**

10           **5.1 Payments From Settling Defendant.** Settling Defendant shall pay a total of  
11 \$10,000 pursuant to this Consent Judgment, such payment to be made as set forth in this Section.  
12 On or before March 15, 2013, Settling Defendant shall pay the sum of \$5,000 in three separate  
13 checks as follows: (a) \$635 made payable to the Center for Environmental Health as a civil  
14 penalty; (b) \$950 made payable to the Center for Environmental Health as a payment in lieu of  
15 additional civil penalty; and (c) \$3,415 made payable to the Lexington Law Group as partial  
16 reimbursement of attorneys’ fees and costs. On or before May 15, 2013, Settling Defendant shall  
17 make a second payment of \$5,000 in three separate checks as follows: (a) \$635 made payable to  
18 the Center for Environmental Health as a civil penalty; (b) \$950 made payable to the Center for  
19 Environmental Health as a payment in lieu of additional civil penalty; and (c) \$3,415 made  
20 payable to the Lexington Law Group as partial reimbursement of attorneys’ fees and costs.

21           **5.2 Allocation of Payments.** All of the settlement payments required under this  
22 Section 5 shall be delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503  
23 Divisadero Street, San Francisco, California 94117-2212, and allocated as set forth below between  
24 the following categories:

25           **5.2.1** The civil penalty payments are made pursuant to Health & Safety Code  
26 §25249.7(b,) and shall be apportioned by CEH in accordance with California Health & Safety  
27 Code §25249.12(c) & (d), with 75% of these funds remitted to the State of California’s Office of  
28 Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty



1 remitted to CEH. Accordingly, the civil penalty payment checks shall be made payable to the  
2 “Center for Environmental Health” and associated with taxpayer identification number 94-  
3 3251981.

4           5.2.2 The payments in lieu of civil penalty are made to CEH pursuant to Health  
5 & Safety Code §25249.7(b), and California Code of Regulations, Title 11, §3203(b). CEH will  
6 restrict the use of such funds to the following purposes: (a) monitoring compliance with the  
7 reformulation requirements of this and other similar Consent Judgments; (b) purchasing and  
8 testing jewelry; (c) preparing and compiling the information and documentation necessary to  
9 support enforcement efforts under this Consent Judgment; (d) contributions to CEH’s Community  
10 Environmental Action and Justice Fund; and (e) supporting CEH programs and activities that seek  
11 to reduce the public health impacts or risks of exposure to heavy metals, including cadmium,  
12 known to the State of California to cause cancer or reproductive harm. Such programs and  
13 activities currently include (i) CEH’s membership on the ASTM toy safety committee and  
14 participation in a workgroup that is drafting a standard to limit cadmium and other heavy metals in  
15 toys; (ii) CEH’s work in support of policy initiatives at the state and federal level to restrict the use  
16 of cadmium and other heavy metals in consumer products; and (iii) CEH’s advocacy for a  
17 reduction in the use of toxic chemicals, including heavy metals such as cadmium, in electronic  
18 devices and standards for the disposal/recycling of such products, including CEH’s participation in  
19 an EPA-sponsored multi-stakeholder workgroup seeking to set standards for the design,  
20 manufacture, sale, labeling and disposal of televisions and printers. CEH will maintain records  
21 that document how these funds were spent. As part of its Community Environmental Action and  
22 Justice Fund, CEH will use four percent of such funds to award grants to grassroots environmental  
23 justice groups working to educate and protect people from exposures to toxic chemicals. The  
24 method of selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).  
25 The payment in lieu of penalty checks shall be made payable to the “Center For Environmental  
26 Health” and associated with taxpayer identification number 94-3251981.

27           5.2.3 All reimbursements of attorneys’ fees and costs shall be made payable to  
28 the “Lexington Law Group” and associated with taxpayer identification number 94-3317175.

1           5.3     Any failure by 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 Defendant and Settling Defendant's parents, shareholders,  
16 agents, subsidiaries and their successors and assigns ("Defendant Releasees"), and all entities  
17 other than those entities listed on Exhibit A to whom they distribute or sell Covered Products  
18 including, but not limited to, distributors, wholesalers, customers, retailers, franchisees,  
19 cooperative members, and licensees ("Downstream Defendant Releasees"), of any violation of  
20 Proposition 65 up through the Effective Date based on the failure to warn about exposure to  
21 cadmium in the Covered Products manufactured, distributed, or sold by Settling Defendant prior  
22 to the Effective Date as 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 Defendant, 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 Defendant prior to the Effective Date.

1           7.3     Compliance with the terms of this Consent Judgment by Settling Defendant and the  
2 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant, the  
3 Defendant Releasees and the Downstream Defendant Releasees with respect to any alleged failure  
4 to warn about cadmium in Covered Products manufactured, distributed or sold by Settling  
5 Defendant 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 Defendant.** The person for Settling Defendant to  
10 receive Notice pursuant to this Consent Judgment shall be:

11                               Lou Rahim  
12                               For Play Catalog, Inc.  
13                               9440 Gidley Street  
14                               Temple City, CA 91780  
15                               Lou@forplayinc.com

16                   8.1.2   **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to  
17 this Consent Judgment shall be:

18                               Eric S. Somers  
19                               Lexington Law Group  
20                               503 Divisadero Street  
21                               San Francisco, CA 94117  
22                               esomers@lexlawgroup.com

23           8.2     Any Party may modify the person and address to whom the notice is to be sent by  
24 sending the other Party notice by first class and electronic mail.

25     **9.     COURT APPROVAL**

26           9.1     This Consent Judgment shall become effective on the Effective Date, provided  
27 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
28 Settling Defendant shall support approval of such Motion.

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

1 **10. GOVERNING LAW AND CONSTRUCTION**

2 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
3 California.

4 **11. ENTIRE AGREEMENT**

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

19 **12. RETENTION OF JURISDICTION**

20 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify  
21 the Consent Judgment.

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

23 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
24 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
25 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

27 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
28 against any other entity on terms that are different than those contained in this Consent Judgment.

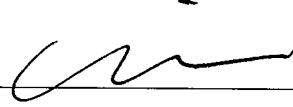
1 **15. EXECUTION IN COUNTERPARTS**

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

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

6 Dated: \_\_\_\_\_  
7 Judge of the Superior Court of the State of California

8 **IT IS SO STIPULATED:**

<p>9 Dated: <u>March 8</u>, 2013</p>	<p>10 <b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <p>11 _____</p> <p>12 </p> <p>13 _____</p> <p>14 <b>CHARLIE PIZARRO</b></p> <p>15 Printed Name</p> <p>16 _____</p> <p>17 <b>ASSOCIATE DIRECTOR</b></p> <p>18 Title</p>
<p>19 Dated: _____, 2013</p>	<p>20 <b>FOR PLAY CATALOG, INC.</b></p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Printed Name</p> <p>25 _____</p> <p>26 _____</p> <p>27 Title</p>

28

1 **15. EXECUTION IN COUNTERPARTS**

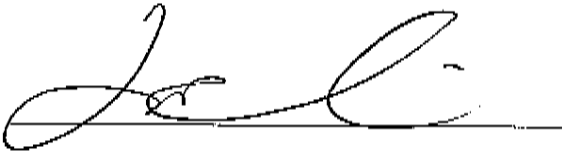
2 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
3 means of facsimile, which taken together shall be deemed to constitute one document.

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

6 Dated:

\_\_\_\_\_  
7 Judge of the Superior Court of the State of California

8 **IT IS SO STIPULATED:**

<p>9 Dated: _____, 2013</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p>
<p>19 Dated: <u>3-7-</u>, 2013,</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p>	<p><b>FOR PLAY CATALOG, INC.</b></p> <p></p> <p><u>Lon RATHM</u></p> <p>Printed Name</p> <p><u>PRESIDENT</u></p> <p>Title</p>

28

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 Release**

- Amazon.com, Inc.
- Ana Accessories Corporation and Ana Trading Company
- Any Time Costumes.com, Inc.
- Artini Accessories Inc.
- Athenian Fashions, Inc.
- Beadniks
- Bien Bien, Inc.
- Broadview Distributing, LLC
- BuySeasons, Inc.
- C2:8
- California Dream Co., Inc.
- Cascade Marketing, Inc.
- Cilla Collection
- 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
- Gags and Games, Inc.
- GTG Collection
- Halloween Express
- Hollywood Accessories
- In Chul Park (dba Basic and Basic Plus)

- 1 • INVU Accessories
- 2 • Jasper International Inc.
- 3 • Joppa, Inc.
- 4 • Kaymen B, Inc.
- 5 • LB's Fashion, Inc. and Lb's Fashion
- 6 • M&P Central, Inc.
- 7 • Macy's, Inc. and Macy's West Stores, Inc,
- 8 • Metropark USA, Inc.
- 9 • Nima Accessories, Inc.
- 10 • NY Style
- 11 • Pink Ice, Inc.
- 12 • Saum Accessories Inc.
- 13 • Siman Trio Trading LLC
- 14 • Simply You
- 15 • Toykn Toys, LLC
- 16 • Unbeatable Sale.Com Inc.
- 17 • Urban Brands, Inc.
- 18 • Wal-Mart Stores Inc.
- 19 • Western Fashion, Inc.
- 20 • Westrim, Inc.
- 21 • Windsor Fashions, Inc.
- 22 • Xpose