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 9

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 FOR THE COUNTY OF ALAMEDA, UNLIMITED JURISDICTION

12  
 13 PEOPLE OF THE STATE OF CALIFORNIA, ex  
 rel. BILL LOCKYER, Attorney General,

14 Plaintiffs,

15 v.

16 BURLINGTON COAT FACTORY  
 17 WAREHOUSE CORPORATION, et al.

Defendants.

18  
 19 AND RELATED CONSOLIDATED CASES  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

Case No.: RG 04-162075

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

**PEOPLE'S NOTICE OF ENTRY OF  
 ORDER GRANTING MOTION TO  
 MODIFY CONSENT AND ENTRY  
 OF MODIFIED CONSENT  
 JUDGMENT**

Date: June 15, 2006

Time: 2:00 p.m.

Place: Department 20

Judge: Hon. Robert Freedman

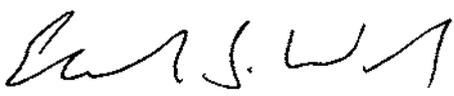
Reservation Number: 597241

1 TO ALL PARTIES IN THIS LITIGATION AND THEIR COUNSEL OF RECORD:  
2 PLEASE TAKE NOTICE, that on June 15, 2006, the Honorable Robert Freedman, Judge of the  
3 Superior Court, entered the attached Order Granting People's Motion to Modify Consent  
4 Judgment (attached as Exhibit A) and entered an Amended Consent Judgment (attached as  
5 Exhibit B).

6 DATED: June 15, 2006

7 Respectfully submitted,

8 BILL LOCKYER, Attorney General  
of the State of California  
9 TOM GREENE  
Chief Assistant Attorney General  
10 THEODORA BERGER  
Assistant Attorney General  
11 EDWARD G. WEIL  
Supervising Deputy Attorney General  
12

13 

14 By:  HARRISON M. POLLAK  
15 Deputy Attorney General

16 Attorneys for Plaintiffs People of the State of California  
17 and Plaintiffs' Liaison Counsel  
18  
19  
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27  
28

# **EXHIBIT A**

1 BILL LOCKYER  
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2 TOM GREENE  
Chief Assistant Attorney General  
3 THEODORA BERGER  
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4 EDWARD G. WEIL (SBN 88302)  
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9

ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 15 2006

CLERK OF THE SUPERIOR COURT  
By HOLLIE M. ADAMIC  
Deputy

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ALAMEDA, UNLIMITED JURISDICTION

12  
13 PEOPLE OF THE STATE OF CALIFORNIA, ex  
rel. BILL LOCKYER, Attorney General,

14 Plaintiffs,

15 v.

16 BURLINGTON COAT FACTORY  
17 WAREHOUSE CORPORATION, et al.

Defendants.

18  
19 AND RELATED CONSOLIDATED CASES  
20  
21  
22  
23  
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25  
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Case No.: RG 04-162075

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

~~PROPOSED~~ ORDER GRANTING  
PEOPLE'S MOTION TO MODIFY  
CONSENT JUDGMENT

Date: June 15, 2006

Time: 2:00 p.m.

Place: Department 20

Judge: Hon. Robert Freedman

Reservation Number: 597241

1           On June 15, 2006, at 2:00 p.m., the People's Motion to Modify Consent Judgment came  
2 on regularly for hearing before this Court in Department 20, the Honorable Robert Freedman  
3 presiding. After full consideration of the points and authorities and related pleadings submitted,  
4 and having heard oral arguments of counsel, the Court rules as follows:

- 5           A.     The People's Motion to Modify Consent Judgment is GRANTED.  
6           B.     The Amended Consent Judgment is APPROVED.  
7           C.     The Clerk shall enter judgment in accordance with the terms in the Amended  
8 Consent Judgment.

9  
10       DATE: June 15, 2006

ROBERT FREEDMAN

Alameda County Superior Court Judge

# **EXHIBIT B**

1  
2  
3 **ENDORSED**  
4 **FILED**  
5 **ALAMEDA COUNTY**

6 **JUN 15 2006**

7 **CLERK OF THE SUPERIOR COURT**  
8 By **HOLLIE M. ADAMIC**  
9 Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF ALAMEDA**  
12 **UNLIMITED JURISDICTION**

13 **PEOPLE OF THE STATE OF CALIFORNIA, ex**  
14 **rel. BILL LOCKYER, Attorney General, et al.,**

15 **Plaintiffs,**

16 **vs.**

17 **BURLINGTON COAT FACTORY**  
18 **WAREHOUSE CORPORATION, et al,**

19 **Defendants.**

) **Case No. RG 04-162075**

) **(Consolidated with RG 04-162037, RG**  
20 **04-169511)**

) **[~~PROPOSED~~] AMENDED CONSENT**  
21 **JUDGMENT**

22 **AND RELATED CONSOLIDATED CASES.**

23 **This Amended Consent Judgment ("Consent Judgment") supercedes the Consent Judgment**  
24 **entered in these consolidated cases on February 21, 2006, and is entered by the Court pursuant to**  
25 **the Attorney General's Motion to Amend Consent Judgment, filed on May 19, 2006. The**  
26 **Amended Consent Judgment reflects the addition of seventeen parties as Add-On Defendants, the**  
27 **substitution of a party, two minor modifications to the standards for Children's Jewelry, and the**  
28 **clarification of testing protocols in Exhibit D. The amended provisions appear in Sections 2.1,**  
**3.1, 3.3.4, 3.3.5, and 5.2, and Exhibits A, C, D, and F. Exhibits G and H are new.**

1       **1.       INTRODUCTION**

2               1.1       On June 23, 2004, plaintiffs the Attorney General of the State of California, on  
3       behalf of the People of the State of California (“People”), and the Center for Environmental Health  
4       (“CEH”), filed complaints for civil penalties and injunctive relief in this Court. On August 10,  
5       2004, plaintiff As You Sow (“AYS”) filed a similar complaint. The complaints allege that the  
6       defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition  
7       65”) and the Unfair Competition Law by selling jewelry that contains lead, a chemical known to  
8       the State of California to cause cancer and birth defects or other reproductive harm, without  
9       providing a clear and reasonable warnings that use of the jewelry would result in exposure to lead.

10              1.2       On August 27, 2004, the People amended their complaint to substitute the true  
11       name of a “Doe” defendant and dismissed a defendant. The following defendants were named and  
12       appeared in the People’s amended complaint: Burlington Coat Factory Warehouse Corporation;  
13       CBI Distributing Corp; Claire’s Boutiques, Inc.; Express, LLC; Federated Department Stores,  
14       Inc.; J. C. Penney Corporation, Inc.; Kmart Corporation; Macy’s West, Inc.; Mervyn’s;  
15       Nordstrom, Inc; Ross Stores, Inc.; Sears, Roebuck and Company; Target Corporation; and Toys  
16       “R” Us, Inc. On January 25, 2006, the People amended their complaint to add the following  
17       defendants Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.;  
18       Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol  
19       Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee;  
20       Catherine Stein Designs, Inc.; Crimzon Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons;  
21       FAD Treasures; F.A.F, Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp.,  
22       d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat,  
23       Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item  
24       Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry  
25       Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio  
26       Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI  
27       Holding Company (but see *infra*, Section 1.2.2); Vetta Jewelry, Inc.; and Victoria + Co. LTD  
28       (“Initial Settling Vendors”). In addition, on January 25, 2006, the People amended their complaint

1 to add as named defendants the entities listed on Exhibit A as "Affiliate Settling Defendants."  
2 Wal-Mart Stores, Inc. ("Wal-Mart") also was named in the People's complaint, but it is not a party  
3 to this Consent Judgment. (But see *infra*, Section 1.2.4.)

4 1.2.1 Pursuant to the Stipulation for Entry of Judgment and Order entered on  
5 February 21, 2006, the following companies have opted to become Add-On Defendants: Allison  
6 Reed Group, d/b/a P&B Manufacturing/J. Roth Enterprises; Barry-Owens, Inc.; Cathedral Art  
7 Metal Company, Inc.; Cookie Lee, Inc.; Fada International Corporation; Greenbrier International,  
8 Inc., a wholly-owned subsidiary of Dollar Tree Stores, Inc.; Jonette Jewelry Company; Lee Mode  
9 International Inc.; Linda & Jay Keane, d/b/a L&J Accessories, Inc.; QVC, Inc.; Reebok  
10 International LTD; Rogers Sports Management; Saks, Incorporated; Sequin, LLC; The Gap, Inc.;  
11 Uncas Manufacturing Company; Vine Products Manufacturing Company ("Add-On Defendants").  
12 An executed Notice of Intent to Opt In for each Add-On Defendant is attached hereto as Exhibit  
13 G. The People's complaint is hereby deemed amended to include the Add-On Defendants as  
14 defendants.

15 1.2.2 TSI Holding Company was an Initial Settling Vendor under the Consent  
16 Judgment that the Court approved on February 21, 2006. However, the People subsequently  
17 learned that the entity that should have been named in the complaint and the Consent Judgment is  
18 Roman Company, a wholly-owned subsidiary of TSI Holding Company. Therefore, the People's  
19 complaint is hereby deemed amended to name Roman Company; TSI Holding Company is hereby  
20 dismissed from *People v. Burlington Coat Factory Warehouse Corp. et al* (Case No.  
21 RG04162075) without prejudice; and the Consent Judgment and exhibits are hereby amended to  
22 replace TSI Holding Company with Roman Company as an Initial Settling Vendor. An executed  
23 signature page by Roman Company is attached as Exhibit H.

24 1.2.3 With the exception of Wal-Mart, the defendants named in the People's  
25 complaint as amended, which were not dismissed, are referred to herein as "Attorney General  
26 Defendants."

27 1.2.4 On April 20, 2006, pursuant to a stipulation between the People, CEH, and  
28 Wal-Mart, the Court entered a separate judgment against Wal-Mart. The Wal-Mart judgment

1 incorporates the terms of the Consent Judgment entered on February 21, 2006 and provides that  
2 Wal-Mart shall be treated as an Initial Settling Defendant, as that term is used therein.

3 1.3 On October 15, 2004, CEH filed its First Amended Complaint. Since that date,  
4 CEH has further amended its First Amended Complaint to substitute the true name of several  
5 "Doe" defendants and dismissed several other defendants. The following defendants were named  
6 and appeared in CEH's amended complaint: AIJJ Enterprises, Inc.; American Eagle Outfitters,  
7 Inc.; Aeropostale, Inc.; Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp.;  
8 Claire's Boutiques, Inc.; Cost Plus, Inc.; Federated Department Stores, Inc.; Forever 21, Inc.;  
9 Forever 21 Retail, Inc.; Hot Topic, Inc.; Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe  
10 Boxer Company, LLC; Kmart Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation;  
11 Lane Bryant, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Longs Drug Stores  
12 California, Inc.; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom,  
13 Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Sears  
14 Roebuck and Co.; Styles For Less, Inc.; Target Corporation; The Buckle, Inc.; The May  
15 Department Stores, Inc.; The New 5-7-9 And Beyond, Inc.; Walt Disney World Co. (erroneously  
16 sued and served herein as Disney Consumer Products International, Inc. Disneyland International,  
17 and Walt Disney Company); Walgreen Co.; The Wet Seal, Inc.; The Wet Seal Retail, Inc.; Too,  
18 Inc.; and Zumiez, Inc. The following defendants that also were named in CEH's amended  
19 complaint are not parties to this Consent Judgment: Cornerstone Apparel, Inc.; Jordache  
20 Enterprises, Inc.; Royal Items, Inc.; The Gerson Company; Wal-Mart Stores, Inc. and Windsong  
21 Allegiance Group, LLC ("Non-Settling Defendants"). With the exception of the Non-Settling  
22 Defendants, the defendants named in CEH's complaint or any amendment thereto, that have not  
23 been dismissed, are referred to herein as "CEH Defendants."

24 1.4 The cause of action against the following CEH Defendants was limited to alleged  
25 violations of the Unfair Competition Law: Burlington Coat Factory Warehouse Corporation; CBI  
26 Distributing Corp; Claire's Boutiques, Inc.; Federated Department Stores, Inc.; J. C. Penney  
27 Company, Inc.; Kmart Corporation; Macy's West, Inc.; Mervyn's, LLC; Nordstrom, Inc; Sears,  
28 Roebuck and Company; and Target Corporation..

1           1.5     The following defendants were named and appeared in the complaint by AYS:  
2     Gottschalks, Inc.; Group USA Apparel, Inc.; and Charlotte Russe, Inc. The defendants named in  
3     AYS's complaint or any amendment thereto, that have not been dismissed, are referred to herein  
4     as "AYS Defendants."

5           1.6     The amended complaints filed by the Attorney General and CEH and the complaint  
6     filed by AYS are collectively called the "Complaints."

7           1.7     On November 8, 2004, the Court ordered that the cases be consolidated for pre-trial  
8     purposes. The parties hereby stipulate that the cases now shall be consolidated for purposes of  
9     entry of this Consent Judgment.

10          1.8     The People, CEH, and AYS ("Plaintiffs") and the Attorney General Defendants,  
11     CEH Defendants, and AYS Defendants, and any Add-On Defendants as defined in Section 2.9  
12     added to the People's Complaint pursuant to the Stipulation for Entry of Judgment (collectively  
13     "Settling Defendants") are Parties, and each is a Party to this Consent Judgment.

14          1.9     Each Settling Defendant is a corporation or other business entity that employs 10 or  
15     more persons, or employed 10 or more persons at some time relevant to the allegations of the  
16     complaint, and which manufactures, distributes and/or sells Covered Products in the State of  
17     California or has done so in the past.

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

24          1.11    The People, CEH, AYS, and Settling Defendants enter into this Consent Judgment  
25     as a full and final settlement of all claims that were raised in the Complaints, or which could have  
26     been raised in the Complaints, arising out of the facts or conduct alleged therein. By execution of  
27     this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or  
28     conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or

1 demonstrating any violations of Proposition 65, the Unfair Competition Act or any other statutory,  
2 common law or equitable requirements relating to chromium, lead and/or nickel in jewelry.  
3 Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,  
4 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent  
5 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,  
6 issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or  
7 impair any right, remedy, argument or defense the Parties may have in this or any other or future  
8 legal proceedings. This Consent Judgment is the product of negotiation and compromise and is  
9 accepted by the Parties for purposes of settling, compromising and resolving issues disputed in  
10 this action.

11 **2. DEFINITIONS**

12 2.1 The term "Person" shall have the same meaning as that term is defined in  
13 California Health & Safety Code section 25249.11, subdivision (a).

14 2.2 The term "Covered Products" means (a) the following ornaments worn by a person:  
15 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,  
16 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other  
17 component of such an ornament.

18 2.3 The term "Body Piercing Jewelry" means any part of a Covered Product that is  
19 manufactured or sold for placement in new piercings and/or mucous membranes, and does not  
20 include those parts of Covered Products not placed within new piercings and/or mucous  
21 membranes.

22 2.4 The term "Children's Products" means Covered Products that are made for,  
23 marketed for use by, or marketed to, Children.

24 2.4.1 For purposes of this Consent Judgment, the term "Children" means  
25 children aged 6 and younger.

26 2.4.2 A Covered Product is made for, marketed for use by, or marketed to  
27 Children if it is either:  
28



1 "Initial Retailer Settling Defendants" means those Initial Settling Defendants who are not Initial  
2 Settling Vendors. The term "Add-On Settling Defendants" means those Settling Defendants that  
3 join in the Consent Judgment pursuant to the process set forth in the Stipulation for Entry of  
4 Judgment. Exhibit A to this Consent Judgment identifies each of the Initial Retailer Settling  
5 Defendants, Initial Settling Vendors, and Add-On Settling Defendants that are parties to this  
6 Consent Judgment.

7 **3. INJUNCTIVE RELIEF**

8 3.1 Reformulation of Covered Products. After the Shipping Compliance Date, a  
9 Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail sale  
10 in California unless the Covered Product complies with Section 3.2 or, for Children's Products,  
11 Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After the Final  
12 Compliance Date, no Settling Defendant shall: (i) manufacture; (ii) ship; or (iii) sell or offer for  
13 sale, Covered Products for retail sale in California unless the Covered Product complies with  
14 Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of  
15 this Consent Judgment. Each Settling Defendant shall provide the requirements of this Consent  
16 Judgment to its Suppliers of Covered Products no later than June 30, 2006, and shall request each  
17 Supplier to use best efforts to provide compliant product as soon as commercially practicable.

18 3.2 General Reformulation Requirements. Covered Products that are not Children's  
19 Products or Body Piercing Jewelry, shall be made entirely from Class 1, Class 2, and Class 3  
20 Components, or any combination thereof, as these terms are defined below and in Exhibit B.

21 3.2.1 A "Class 1 Component" is the portion of a Covered Product that contains  
22 one or more of the following materials:

23 3.2.1.1 Stainless and surgical steels.

24 3.2.1.2 Karat gold.

25 3.2.1.3 Sterling silver.

26 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium  
27 ("platinum group metals").

28 3.2.1.5 Natural and cultured pearls.

1                   3.2.1.6     Glass, ceramic, and crystal decorative components (e.g., cat's eye,  
2 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

3                   3.2.1.7     Any gemstone that is cut and polished for ornamental purposes  
4 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,  
5 phosgenite, samarskite, vanadinite, and wulfenite.

6                   3.2.1.8     Elastic, fabric, ribbon, rope, and string with no intentionally-added  
7 lead and not otherwise listed as a Class 2 component.

8                   3.2.1.9     Natural decorative materials (e.g., amber, bone, coral, feathers, fur,  
9 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add  
10 lead.

11                  3.2.1.10    Adhesives.

12                  3.2.2     A "Class 2 Component" is the portion of a Covered Product that contains  
13 one or more of the following materials:

14                  3.2.2.1    Metal alloys with less than 10 percent lead by weight ("88 metal")  
15 that are electroplated with suitable under and finish coats and that are plated utilizing the Best  
16 Management Practices described in Exhibit C. For Covered Products shipped by a Settling  
17 Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California,  
18 and for products sold or offered for retail sale in California by a Settling Defendant after August  
19 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight ("92 metal")  
20 that are electroplated with suitable under and finish coats and that are plated utilizing the Best  
21 Management Practices described in Exhibit C.

22                  3.2.2.2    Unplated metal containing less than 1.5 percent lead that is not  
23 defined as a Class 1 Component.

24                  3.2.2.3    Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and  
25 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For  
26 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a  
27 third party for retail sale in California, and for products sold or offered for retail sale in California  
28

1 by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent  
2 (200 ppm) lead by weight

3 3.2.2.4 Dyes and Surface Coatings containing less than 0.06 percent (600  
4 parts per million) lead. For purposes of this Consent Judgment, "Surface Coating" shall carry the  
5 same meaning as "Paint or other similar surface coating" under 16 CFR § 1303.2(b)(1) ("Paint and  
6 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without  
7 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is  
8 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not  
9 include printing inks or those materials which actually become a part of the substrate, such as the  
10 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as  
11 by electroplating or ceramic glazing.").

12 3.2.3 A "Class 3 Component" is any part of a Covered Product that is not a  
13 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600  
14 parts per million) lead.

15 3.3 **Children's Products.** Children's Products shall be made entirely from:

16 3.3.1 Non-metallic materials that are Class 1 Components;

17 3.3.2 Non-metallic materials that are Class 2 Components;

18 3.3.3 Metallic materials that are either Class 1 Components or contain less than  
19 0.06 percent (600 parts per million) lead;

20 3.3.4 Glass or crystal decorative components that weigh in total no more than  
21 1.0 gram, excluding any such glass or crystal decorative components that contain less than 0.02  
22 percent (200 parts per million) lead and have no intentionally added lead.

23 3.3.5 Printing inks or ceramic glazes that contain less than 0.06 percent (600  
24 parts per million) lead;

25 3.3.6 Class 3 Components that contain less than 0.02 percent (200 parts per  
26 million) lead; or

27 3.3.7 Any combination thereof.

28

1           3.4    **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the  
2 following materials:

3                   3.4.1    Surgical Implant Stainless Steel

4                   3.4.2    Surgical Implant grades of Titanium

5                   3.4.3    Niobium (Nb)

6                   3.4.4    Solid 14 karat or higher white or yellow nickel-free gold

7                   3.4.5    Solid platinum

8                   3.4.6    A dense low porosity plastic such as Tygon or PTFE with no intentionally  
9 added lead.

10    **4.        ENFORCEMENT**

11           4.1    **General Enforcement Provisions.** The Attorney General, CEH, or AYS may, by  
12 motion or application for an order to show cause before this Court, enforce the terms and  
13 conditions contained in this Consent Judgment, subject to the following:

14                   4.1.1    Any action to enforce the terms of Section 3 of this Consent Judgment  
15 shall be brought exclusively pursuant to this Section 4.

16                   4.1.2    The Attorney General may enforce the provisions of this Consent  
17 Judgment as to any Settling Defendant.

18                   4.1.3    Subject to Section 4.1.4, CEH and AYS may each enforce the provisions  
19 of this Consent Judgment as to the CEH Defendants and AYS Defendants, respectively.

20                   4.1.4    No action to enforce this Consent Judgment may be brought by CEH or  
21 AYS unless the Attorney General either joins in such action or provides written non-objection to  
22 the proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of  
23 Section 4.2.3. The Attorney General agrees to provide either a written objection or written non-  
24 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for  
25 such a response from CEH or AYS, provided that the Attorney General may extend such 15 day  
26 response time by a single extension of an additional 15 days by writing to the requesting party.  
27 The fact that the Attorney General provides a written non-objection shall not be construed as  
28 endorsement of or concurrence in an enforcement action. Any written non-objection shall be

1 admissible in court only if a Settling Defendant challenges the right of CEH or AYS to enforce  
2 this Consent Judgment for failure to obtain the written non-objection.

3 4.2 Enforcement of Materials Violation.

4 4.2.1 Notice of Violation. In the event that, at any time following the  
5 Compliance Date, the Attorney General, CEH, or AYS ("Notifying Person") identifies one or  
6 more Covered Products that the Notifying Person believes in good faith do not comply with  
7 Section 3 of this Consent Judgment, the Notifying Person may issue a Notice of Violation  
8 pursuant to this Section

9 4.2.2 Service of Notice of Violation and Supporting Documentation.

10 4.2.2.1 The Notice of Violation shall be served on any Settling Defendant(s)  
11 that the Notifying Person knows offered the Covered Product for retail sale in California. The  
12 Notice of Violation shall also be served on any Settling Defendant that is a Supplier of the  
13 Covered Products identified by Brand Names listed on Exhibit E for the Covered Product(s) in  
14 question.

15 4.2.2.2 The Notice of Violation shall be sent to the person(s) identified in  
16 Exhibit F to receive notices for such Settling Defendant(s), and must be served within 45 days of  
17 the date the alleged violation(s) was or were observed.

18 4.2.2.3 The Notice of Violation shall, at a minimum, set forth for each  
19 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which  
20 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to  
21 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered  
22 Product and supporting documentation sufficient for validation of the test results, including all  
23 laboratory reports, quality assurance reports and quality control reports associated with testing of  
24 the Covered Products. Such Notice of Violation shall be based upon test data that meets the  
25 criteria of Exhibit D. Wipe, swiipe, and swab testing are not sufficient to support a Notice of  
26 Violation.

27 4.2.2.4 The Notifying Person shall promptly make available for inspection  
28 and/or copying upon request all supporting documentation related to the testing of the Covered

1 Products and associated quality control samples, including chain of custody records, all laboratory  
2 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all  
3 printouts from all analytical instruments relating to the testing of Covered Product samples and  
4 any and all calibration, quality assurance, and quality control tests performed or relied upon in  
5 conjunction with the testing of the Covered Products, obtained by or available to the Notifying  
6 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if  
7 available, any exemplars of Covered Products tested.

8           **4.2.3 Notice of Election of Response.** No more than 30 days after receiving a  
9 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person  
10 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of  
11 Election").

12           **4.2.3.1** If a Notice of Violation is contested the Notice of Election shall  
13 include all then-available documentary evidence regarding the alleged violation, including all test  
14 data, if any. If a Settling Defendant or Notifying Person later acquires additional test or other data  
15 regarding the alleged violation, it shall notify the other party and promptly provide all such data or  
16 information to the party. Any test data used to rebut a Notice of Violation shall meet the criteria  
17 of Exhibit D.

18           **4.2.3.2** If a Notice of Violation is not contested, the Notice of Election shall  
19 include a description of the Settling Defendant's corrective action pursuant to Section 4.2.6. The  
20 Notice of Election shall include the name, address, telephone number, and other contact  
21 information, of the Settling Defendant's Supplier(s) of each Covered Product identified in the  
22 Notice of Violation, and any other Settling Defendant to whom it sold any Covered Product(s)  
23 identified in the Notice of Violation.

24           **4.2.4 Meet and Confer.** If a Notice of Violation is contested, the Notifying  
25 Person, the Attorney General, and all affected Settling Defendants shall meet and confer to attempt  
26 to resolve their dispute. Within 30 days of serving a Notice of Election contesting a Notice of  
27 Violation, and if no enforcement action has been filed, the Settling Defendant may withdraw the  
28 original Notice of Election contesting the violation and serve a new Notice of Election conceding

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

6           **4.2.5 Non-Contested Matters.** If the Settling Defendant elects not to contest  
7 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section  
8 4.2.6 and shall make any contributions required by Section 4.2.7.

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

19           **4.2.7 Required Contributions to Proposition 65 Jewelry Testing Fund in**  
20 **Non-Contested Matters.** The Settling Defendant shall be required to make a contribution to the  
21 Proposition 65 Jewelry Testing Fund as specified below:

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

25           **4.2.7.2** If the Settling Defendant serves a Notice of Election not to contest  
26 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the  
27 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of  
28 \$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any

1 Notices of Violation served within a 30-day period. A Settling Defendant retailer is not required  
2 to make any payment pursuant to this Section for a Notice of Violation that is served less than six  
3 months after the Final Compliance Date.

4 4.2.7.3 If the Settling Defendant withdraws a Notice of Election contesting  
5 the violation and serves a new Notice of Election not to contest the allegations in a Notice of  
6 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement  
7 action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant  
8 shall make a required contribution in the amount of \$7,500.00 for each Supplier from whom it  
9 purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day  
10 period.

11 4.2.7.4 The contributions shall be paid within 15 days of service of a Notice  
12 of Election.

13 4.2.7.5 A Settling Defendant's liability for required contributions shall be  
14 limited as follows:

15 4.2.7.5.1 A Settling Defendant  
16 that is a Supplier to one or more retailers shall be liable for one  
17 required contribution within any 30-day period, regardless of the  
18 number of retailers to whom the Covered Product is distributed.

19 4.2.7.5.2 If more than one  
20 Settling Defendant has manufactured, sold, or distributed a Covered  
21 Product identified in a Notice of Violation, only one required  
22 contribution may be assessed against all Settling Defendants  
23 potentially liable therefor in any 30-day period, in the following  
24 order of priority: (1) Manufacturers; (2) Importers; (3) Distributors,  
25 and (4) Retailers.

26 4.2.7.5.3 A Settling Defendant's  
27 monetary liability to make required contributions under Section  
28 4.2.7.2 shall be limited to \$5,000 for each 30-day period. A Settling

1 Defendant's monetary liability to make required contributions under  
2 Section 4.2.7.3 shall be limited to \$15,000 for each 30-day period.

3 4.2.7.6 If a Settling Defendant has paid either of the payments set forth in  
4 Sections 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times  
5 in any 12-month period for Covered Products sold to the Settling Defendant from the same  
6 Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines,  
7 costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

8 4.2.8 Limitation on Liability. The liability of a Settling Defendant that elects  
9 not to contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

## 10 5. PAYMENTS

11 5.1 Payments by Initial Settling Defendants. Within fifteen days of the Effective  
12 Date: (i) each Initial Settling Defendant or group of Initial Settling Defendants identified by a  
13 separate number on Exhibit A shall pay the sum of \$25,000; and (ii) each Affiliate Settling  
14 Defendant listed on Exhibit A shall pay the sum of \$10,000, for an aggregate payment of  
15 \$1,875,000. The settlement payment shall be by check made payable to the Lexington Law  
16 Group, LLP Attorney Client Trust Account. The funds paid by the Initial Settling Defendants  
17 shall be aggregated and distributed as follows:

18 5.1.1 The sum of \$250,000 shall be paid to the Proposition 65 Jewelry Testing  
19 Fund, to be used for the purpose of obtaining and testing of Covered Products, and for the purpose  
20 of preparing and compiling the information and documentation to support a Notice of Violation,  
21 pursuant to sections 4.2.2.3 and 4.2.2.4.

22 5.1.2 The sum of \$246,853 as payment to private Plaintiffs in lieu of penalty  
23 pursuant to Health and Safety Code section 25249.7(b), and California Code of Regulations, title  
24 11, section 3202(b), to be distributed as follows:

25 5.1.2.1 The sum of \$186,511 to CEH. CEH shall use such funds to continue  
26 its work educating and protecting people from exposures to toxic chemicals, including heavy  
27 metals. CEH shall submit a proposal to the Attorney General for use of the funds, approval of  
28 which shall not be unreasonably withheld.

1                   5.1.2.2     The sum of \$60,342 to AYS. AYS shall use such funds to continue  
2 its work educating and protecting people from exposures to toxic chemicals, including heavy  
3 metals. AYS shall submit a proposal to the Attorney General for use of the funds, approval of  
4 which shall not be unreasonably withheld.

5                   5.1.3     As reimbursement of Plaintiffs' attorney's fees and investigation costs, as  
6 follows:

7                   5.1.3.1     The sum of \$383,993 to the Office of California Attorney General.

8                   5.1.3.2     The sum of \$811,870 to CEH.

9                   5.1.3.3     The sum of \$ 82,284 to AYS.

10                  5.1.4     The amount of \$100,000 as a civil penalty pursuant to Health and Safety  
11 Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b). The civil  
12 penalty shall be distributed entirely from settlement proceeds paid for by the Initial Settling  
13 Vendors, however this allocation shall not change the amount paid by each Settling Defendant  
14 under Section 5.1. The \$25,000 portion of the \$100,000 penalty allocated pursuant to Health and  
15 Safety Code Section 25192(a)(2) shall be divided as follows: \$13,250 to CEH; \$9,500 to the  
16 Office of the California Attorney General; and \$2,250 to AYS.

17                  5.1.5     All funds paid to the Attorney General pursuant to Sections 5.1.3.1,  
18 5.2.1.3.3, and 5.2.1.4 shall be placed in an interest-bearing special Deposit Fund established by the  
19 Attorney General. Those funds, including any interest derived therefrom, shall be used by the  
20 Attorney General, until all funds are exhausted, for the costs and expenses associated with the  
21 enforcement and implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986  
22 ("Proposition 65"), including investigations, enforcement actions, other litigation or activities as  
23 determined by the Attorney General to be reasonably necessary to carry out his duties and  
24 authority under Proposition 65. Such funding may be used for the costs of the Attorney General's  
25 investigation, filing fees, and other court costs, payment to expert witnesses and technical  
26 consultants, purchase of equipment, travel, purchase of written materials, laboratory testing,  
27 sample collection, or any other cost associated with the Attorney General's duties or authority  
28 under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this Section, and

1 any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney  
2 General's Office and in no manner shall supplant or cause any reduction of any portion of the  
3 Attorney General's budget.

4       **5.2 Payments by Add-On Defendants.** Within 45 days of the Effective Date, each  
5 Add-On Settling Defendant shall pay the sum of \$40,000. The settlement payment shall be made  
6 by two checks consisting of one check in the amount of \$17,500 to Defendants' Liaison Counsel,  
7 payable to the Fulbright & Jaworski L.L.P. Client Trust Account, and one check in the amount of  
8 \$22,500 payable to the Lexington Law Group, LLP Attorney Client Trust Account. If the Add-On  
9 Settling Defendant is identified in Section 1.3 as a "Non-Settling Defendant," then it shall pay an  
10 additional \$5,000, by adding \$2,500 to the payment to Defendants' Liaison Counsel and \$2,500 to  
11 the payment to the Lexington Law Group, LLP Attorney Client Trust Account.

12               **5.2.1** The funds paid by the Add-On Settling Defendants to Lexington Law  
13 Group, LLP Attorney Client Trust Account, and any excess funds remitted by Defendants Liaison  
14 Counsel pursuant to Section 5.2.2.4, shall be aggregated and distributed as follows:

15                       **5.2.1.1** The amount of \$5,000 shall be paid by each Add-On Settling  
16 Defendant as a civil penalty pursuant to Health and Safety Code section 25249.7(b), and  
17 California Code of Regulations, title 11, section 3202(b). The \$1,250 portion of each \$5,000  
18 penalty payment allocated pursuant to Health and Safety Code Section 25192(a)(2) shall be  
19 divided as follows: \$662 to CEH; \$475 to the Office of the California Attorney General; and \$113  
20 to AYS.

21                       **5.2.1.2** The amount of \$1,500 shall be paid by each Add-On Settling  
22 Defendant to the Proposition 65 Jewelry Testing Fund, to be used for the purpose of obtaining and  
23 testing of Covered Products, and for the purpose of preparing and compiling the information and  
24 documentation to support a Notice of Violation, pursuant to sections 4.2.2.3 and 4.2.2.4.

25                       **5.2.1.3** As payment to private Plaintiffs in lieu of penalty pursuant to Health  
26 and Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b),  
27 to be distributed as follows:

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5.2.1.3.1 The sum of \$95,200 to CEH. CEH shall use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including heavy metals. CEH shall submit a proposal to the Attorney General for use of the funds, approval of which shall not be unreasonably withheld.

5.2.1.3.2 The sum of \$13,600 to AYS. AYS shall use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including heavy metals. AYS shall submit a proposal to the Attorney General for use of the funds, approval of which shall not be unreasonably withheld.

5.2.1.3.3 The sum of \$27,200 to the Office of the California Attorney General. The California Attorney General shall use such funds for the purpose of obtaining experts and consultants, and for other costs associated with the investigation and prosecution of other actions under Proposition 65.

5.2.1.4 As reimbursement of Plaintiffs' attorney's fees and investigation

costs, as follows:

5.2.1.4.1 The sum of \$74,256 to the Office of California Attorney General.

5.2.1.4.2 The sum of \$54,672 to CEH.

5.2.1.4.3 The sum of \$7,072 to AYS.

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

1 Distribution of funds for reimbursement of Settlement Related Costs shall be made pursuant to the  
2 following:

3 5.2.2.1 Distribution of funds under this Section shall be apportioned  
4 \$137,683 to the Initial Settling Vendors and \$159,817 to the Initial Retailer Settling Defendants.

5 5.2.2.2 The Settlement Related Costs that qualify for reimbursement  
6 pursuant to this section include the following:

7 5.2.2.2.1 No more than \$93,492  
8 for sums paid to the mediator who presided over negotiations  
9 leading to this Consent Judgment;

10 5.2.2.2.2 No more than \$479,737  
11 for sums paid for experts in toxicology, metallurgy and testing  
12 necessary for the development of compliance standards;

13 5.2.2.2.3 No more than \$492,500  
14 for sums paid for legal counsel who participated in the mediation  
15 leading to this Consent Judgment. These sums shall be subject to  
16 the following limitations:

17 (a) \$7,500 to each Initial Settling Vendor

18 (b) \$10,000 to each Initial Retailer Settling

19 Defendant whose counsel participated in the Retailers' Mediation Committee, as identified on  
20 Exhibit A.

21 (c) \$2,500 to each other Initial Retailer Settling

22 Defendant.

23 5.2.2.3 The funds identified Sections 5.2.2.2.1 and 5.2.2.2.2 shall be  
24 distributed to each Initial Settling Vendor and each Initial Retailer Settling Defendant per capita,  
25 or in such other manner as the Initial Settling Vendors and/or Initial Retailer Settling Defendants  
26 shall agree among themselves, provided that no Initial Settling Defendant may recover payments  
27 in excess of its actual Settlement Related Costs.

1                   5.2.2.4     Within 15 days after receiving the last add-on payments, and no  
2 later than 45 days after notice of entry of the Consent Judgment, Defendants' Liaison Counsel  
3 shall remit to Lexington Law Group, LLP Attorney Client Trust Account any funds collected  
4 pursuant to Section 5.2.2 that exceed the cap of \$1,065,729. Such excess funds shall be  
5 apportioned among the plaintiffs pursuant to Section 5.2.1.

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     **Modification to Reflect Add-On Defendants.** The Attorney General and  
11 Defendants' Liaison Counsel may jointly file with the Court an amended Consent Judgment that  
12 incorporates any modifications to Sections 1.2 and 5.2 and Exhibits A, E, and F reflecting the  
13 incorporation of Add-On Defendants to this Consent Judgment pursuant to the Stipulation for  
14 Entry of Judgment. The amended Consent Judgment shall be filed and served on all Parties. If no  
15 Party objects within 15 days of service thereof, the Court will enter the Amended Consent  
16 Judgment and this Consent Judgment will be deemed so amended.

17            6.3     **Subsequent Legislation.** If, subsequent to the Effective Date, legislation is  
18 adopted that addresses the lead content of Covered Products sold in California, any Party shall be  
19 entitled to request that the court modify this Consent Judgment for good cause shown.

20            6.4     **Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to  
21 Covered Products other than Children's Products as follows:

22                 6.4.1     **Limited Reopener of Component Designation for Certain**  
23 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and  
24 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been  
25 designated as Class 1 Components. The Attorney General, or AYS or CEH with the written non-  
26 opposition of the Attorney General, may seek to modify this Consent Judgment by seeking the re-  
27 designation of any material described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a  
28 Class 2 Component with a lead standard for such material, if, subsequent to the Effective Date, the

1 Attorney General, AYS, or CEH obtain information that demonstrates that such material contains,  
2 lead and that the use of the material in any Covered Product exposes users of the Covered Product  
3 to lead in an amount greater than 0.5 micrograms per day.

4           **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this  
5 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a  
6 Class 2 Component with a lead specification standard.

7           **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to  
8 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

9           **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component  
10 if the moving party demonstrates that such material does not contain lead, or that the use of the  
11 material in any Covered Product does not expose users of the Covered Product to lead in an  
12 amount greater than 0.5 micrograms per day.

13           **6.4.3.2** A Class 3 Component, and the materials described in Sections  
14 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification  
15 standard if the moving party demonstrates that use of such material at or below the standard does  
16 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms  
17 per day.

18           **6.5 Extension of Shipping Compliance Date.** A Settling Defendant that is a Supplier  
19 may request an extension of any Shipping Compliance Date applicable to a Covered Product  
20 under Section 3 if the Supplier can demonstrate to the Attorney General that it cannot comply with  
21 the Shipping Compliance Date despite all commercially reasonable efforts to comply. Any  
22 extension provided pursuant to this Section shall be conditioned upon a showing that any retailers  
23 to whom the Supplier will sell the Covered Product will be able to comply with the applicable  
24 Final Compliance Date(s), and all such retailers shall be considered affected Parties under  
25 Section 6.6.

26           **6.6 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
27 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
28 modify the Consent Judgment.

1       **7. CLAIMS COVERED AND RELEASE**

2           7.1     This Consent Judgment is a full, final, and binding resolution between the People,  
3     CEH, AYS, and Settling Defendants, their parents, shareholders, divisions, subdivisions,  
4     subsidiaries, partners, sister companies and their successors and assigns (“Defendant Releasees”),  
5     and all entities to whom they distribute or sell Covered Products, including but not limited to  
6     distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees  
7     (“Downstream Defendant Releasees”), of any violation of Proposition 65, Business & Professions  
8     Code sections 17200 et seq., or any other statutory or common law claims that have been or could  
9     have been asserted in the public interest or on behalf of the general public against Settling  
10    Defendants, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to  
11    warn about exposure to chromium, lead, and nickel arising in connection with Covered Products  
12    manufactured, distributed, or sold by Settling Defendants prior to the Effective Date, or any claim  
13    based on the facts or conduct alleged in the Complaint, or facts similar to those alleged, whether  
14    based on actions committed by Settling Defendants, Defendant Releasees, or Downstream  
15    Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling  
16    Defendants and Defendant Releasees, resolves any issue from the Effective Date into the future  
17    concerning compliance by Settling Defendants, Defendant Releasees and Downstream Defendant  
18    Releasees regarding failure to warn about exposure to chromium, lead, and nickel arising in  
19    connection with Covered Products manufactured, distributed or sold by Settling Defendants after  
20    the Effective Date. This Section shall not apply to any Supplier that is not a Settling Defendant  
21    unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

22           7.2     The People, CEH, and AYS, for themselves and acting on behalf of the public  
23    interest pursuant to Health and Safety Code § 25249.7(d) and the general public pursuant to  
24    Business and Professions Code § 17204, release, waive, and forever discharge any and all claims  
25    against each Settling Defendant, Defendant Releasee, and Downstream Defendant Releasee  
26    arising from any violation of Proposition 65, Business & Professions Code sections 17200 et seq.,  
27    or any other statutory or common law claims that have been or could have been asserted in the  
28    public interest or on behalf of the general public regarding the failure to warn about exposure to

1 chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed  
2 or sold by Settling Defendants prior to or after the Effective Date, or any claim based on the facts  
3 or conduct alleged in the Complaint, or facts similar to those alleged. This Section shall not apply  
4 to any Supplier that is not a Settling Defendant unless such Supplier is a parent, subsidiary, or  
5 sister company of a Settling Defendant.

6 7.3 A Covered Product sold by a Related Company identified on Exhibit A that  
7 complies with the standards set forth in Section 3.2 shall be deemed to be sold in compliance with  
8 the warning requirement of Proposition 65 for chromium, lead, and nickel.

9 7.4 Nothing in this Section 7 shall release, or in any way affect any rights that any  
10 Settling Defendant might have against any other party, whether or not that party is a Settling  
11 Defendant.

## 12 8. PROVISION OF NOTICE

13 8.1 When any party is entitled to receive any notice under this Consent Judgment, the  
14 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Exhibit F.  
15 Any party may modify the person and address to whom the notice is to be sent by sending each  
16 other party notice by certified mail and/or other verifiable form of written communication.

## 17 9. COURT APPROVAL

18 9.1 This Consent Judgment shall become effective upon entry by the Court (the  
19 "Effective Date").

20 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
21 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

## 22 10. GOVERNING LAW AND CONSTRUCTION

23 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
24 California.

25 10.2 The Parties, including their counsel, have participated in the preparation of this  
26 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
27 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
28 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or

1 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
2 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
3 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
4 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
5 this regard, the Parties hereby waive California Civil Code section 1654.

6 **11. ATTORNEY'S FEES**

7 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent  
8 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs  
9 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent  
10 Judgment, the term substantial justification shall carry the same meaning as used in the Civil  
11 Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

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

18 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of  
19 sanctions pursuant to law.

20 **12. ENTIRE AGREEMENT**

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

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

5 **13. RETENTION OF JURISDICTION**

6 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
7 Consent Judgment.

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

9 14.1 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 **15. EXECUTION IN COUNTERPARTS**

13 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
14 means of facsimile, which taken together shall be deemed to constitute one document.

15 IT IS SO STIPULATED:

16 Dated: _____, 2006 17 18 19 20	<b>BILL LOCKYER</b> <b>ATTORNEY GENERAL</b>  By _____ <b>EDWARD G. WEIL</b> <b>SUPERVISING DEPUTY ATTORNEY</b> <b>GENERAL</b>
21 Dated: _____, 2006 22 23 24	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  By _____

Original signatures of Initial Settling Parties appear in the  
Consent Judgment entered on February 21, 2006.

1 **15. EXECUTION IN COUNTERPARTS**

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

4 **IT IS SO STIPULATED:**

5 Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL
6	By _____
7	EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY 8 GENERAL
9	
10 Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
11	By _____
12	
13 Dated: , 2006	AS YOU SOW
14	By _____
15	
16 Dated: , 2006	ALJJ ENTERPRISES, INC.
17	By _____
18	
19 Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC.
20	By _____
21	
22 Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC.
23	By _____
24	
25	
26	
27	
28	

1 **IT IS SO STIPULATED:**

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

IT IS SO STIPULATED:

2	Dated: _____, 2006	BILL LOCKYER ATTORNEY GENERAL
5		By _____ HARRISON POLLAK DEPUTY ATTORNEY GENERAL
7	Dated: <u>1/10</u> , 2006	CENTER FOR ENVIRONMENTAL HEALTH
10		By <u>[Signature]</u>
11	Dated: _____, 2006	AS YOU SOW
14		By _____
15	Dated: _____, 2006	AIJJ, ENTERPRISES, INC.
18		By _____
19	Dated: _____, 2006	RAINBOW APPAREL OF AMERICA, INC.
22		By _____
24	Dated: _____, 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
27		By _____

15. EXECUTION IN COUNTERPARTS

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

IT IS SO STIPULATED:

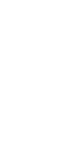
5	Dated: _____, 2006	BILL LOCKYER ATTORNEY GENERAL
6		By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
11	Dated: _____, 2006	CENTER FOR ENVIRONMENTAL HEALTH
13		By _____
15	Dated: <u>1/25</u> , 2006	AS YOU SOW
17		By <u>[Signature]</u> LARRY FAHNE, EXECUTIVE DIRECTOR
19	Dated: _____, 2006	AIJJ ENTERPRISES, INC.
21		By _____
23	Dated: _____, 2006	RAINBOW APPAREL OF AMERICA, INC.
25		By _____

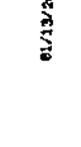
IT IS SO STIPULATED:

1		
2	Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL
3		
4		
5		
6		By HARRISON POLLAK DEPUTY ATTORNEY GENERAL
7	Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH
8		
9		
10		
11		By AS YOU SOW
12	Dated: , 2006	
13		
14		
15	Dated: January 19, 2006	By ALU, ENTERPRISES, INC.
16		
17		
18		
19		By <i>[Signature]</i>
20	Dated: January 11, 2006	RAINBOW APPAREL OF AMERICA, INC.
21		
22		
23		By <i>[Signature]</i>
24	Dated: January 10, 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP.
25		
26		
27		By <i>[Signature]</i>
28		

IT IS SO STIPULATED:

1		
2	Dated: January 4, 2006	THE NEW 5-9 AND BEYOND, INC.
3		
4		
5		By <i>[Signature]</i>
6	Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
7		
8		
9		
10	Dated: , 2006	By CBI DISTRIBUTING CORP.
11		
12		
13		
14	Dated: , 2006	By CLAIRE'S BOUTIQUES, INC.
15		
16		
17		
18	Dated: , 2006	By CHARLOTTE RUSSE, INC.
19		
20		
21		
22	Dated: , 2006	By COST PLUS, INC.
23		
24		
25		
26		
27		
28		

1			
2	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.	By _____
3			
4			
5			
6	Dated: 1/12, 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION	By  Stanley H. Haines General Attorney
7			
8			
9			
10	Dated: , 2006	CBI DISTRIBUTING CORP.	By _____
11			
12			
13			
14	Dated: , 2006	CLAIRE'S BOUTIQUES, INC.	By _____
15			
16			
17			
18			
19	Dated: , 2006	CHARLOTTE RUSSE, INC.	By _____
20			
21			
22			
23	Dated: , 2006	COST PLUS, INC.	By _____
24			
25			
26			
27			
28			
		38015773 Consent Form used for Recycle Paper	
		- 25 - CONSENT DOCUMENT	

1			
2	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.	By _____
3			
4			
5			
6	Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION	By _____
7			
8			
9			
10	Dated: January 18, 2006	CBI DISTRIBUTING CORP.	By  Stanley H. Haines General Attorney
11			
12			
13			
14	Dated: January 18, 2006	CLAIRE'S BOUTIQUES, INC.	By  Stanley H. Haines General Attorney
15			
16			
17			
18			
19	Dated: , 2006	CHARLOTTE RUSSE, INC.	By _____
20			
21			
22			
23	Dated: , 2006	COST PLUS, INC.	By _____
24			
25			
26			
27			
28			
		38015773 Consent Form used for Recycle Paper	
		- 25 - CONSENT DOCUMENT	

1	Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC.
2		
3		By _____
4		
5	Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION
6		
7		By _____
8		
9	Dated: , 2006	CEI DISTRIBUTING CORP.
10		
11		By _____
12		
13	Dated: , 2006	CLAIRE'S BOUTIQUES, INC.
14		
15		By _____
16		
17	Dated: 1/13, 2006	CHARLOTTE HUSSER, INC.
18		
19		By _____
20		
21	Dated: , 2006	COST PLUS, INC.
22		
23		By _____
24		
25		
26		
27		
28		

1	Dated: Jan 13, 2006	EXPRESS, LLC
2		
3		By _____
4		
5	Dated: Jan 13, 2006	THE LIMITED STORES, INC.
6		
7		By _____
8		
9	Dated: Jan 13, 2006	VICTORIA'S SECRET STORES, LLC
10		
11		By _____
12		
13	Dated: Jan 13, 2006	VICTORIA'S SECRET DIRECT, LLC
14		
15		By _____
16		
17	Dated: , 2006	FEDERATED DEPARTMENT STORES, INC.
18		
19		By _____
20		
21	Dated: , 2006	MACY'S WEST, INC.
22		
23		By _____
24		
25		
26		
27		
28		

Date	By	Date	By
2	EXPRESS, LLC	2	
3		3	
4		4	
5	IMPERIAL STORES	5	
6		6	
7		7	
8		8	
9		9	
10	VICTORIA'S SECRET STORES	10	
11		11	
12		12	
13		13	
14	VICTORIA'S SECRET DIRECT	14	
15		15	
16		16	
17		17	
18	VICTORIA'S SECRET BEAUTY	18	
19		19	
20		20	
21		21	
22	FEDERATED DEPARTMENT STORES, INC.	22	
23		23	
24		24	
25		25	
26		26	
27		27	
28		28	

206-01-13 18:45 Received 01/13/06 2:45PM IN 00138 ON 1/13/06 FLS 415-393-3034 >> 912138929496 P 2/2

Date	By	Date	By
1	EXPRESS, LLC	1	
2		2	
3		3	
4		4	
5		5	
6	IMPERIAL STORES	6	
7		7	
8		8	
9		9	
10	VICTORIA'S SECRET STORES	10	
11		11	
12		12	
13		13	
14	VICTORIA'S SECRET DIRECT	14	
15		15	
16		16	
17		17	
18	VICTORIA'S SECRET BEAUTY	18	
19		19	
20		20	
21		21	
22	FEDERATED DEPARTMENT STORES, INC.	22	
23		23	
24		24	
25		25	
26		26	
27		27	
28		28	

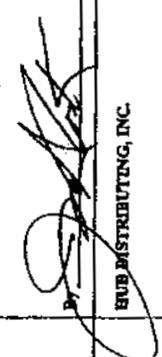
Dated: , 2006	MACY'S WEST, INC. By _____
Dated: 1/13 , 2006	FEDERATED RETAIL HOLDINGS, INC. D/B/A ROBINSONS-MAY <i>RJR</i> By: Bernard Power, Senior Vice President
Dated: , 2006	FOREVER 21, INC. By _____
Dated: , 2006	FOREVER 21 RETAIL, INC. By _____
Dated: , 2006	GOTTSCHELES, INC. By _____
Dated: , 2006	GROUP USA APPAREL, INC. By _____

1	2006	
2		
3		
4	Dated: , 2006	
5		
6		
7		
8	Dated: , 2006	
9		By FOREVER 21, INC. and FOREVER 21 RETAIL, INC.
10		
11		
12	Dated: , 2006	
13		
14		
15	Dated: , 2006	
16		
17		
18	Dated: , 2006	
19		
20		
21	Dated: , 2006	
22		
23		
24	Dated: , 2006	
25		
26		
27		
28		

1			
2	Dated: ,2006	MACY'S WEST, INC.	
3			
4		By _____	
5			
6	Dated: ,2006	FEDERATED RETAIL HOLDINGS, INC.	
7			
8		By _____	
9			
10	Dated: ,2006	FOREVER 21, INC.	
11			
12		By _____	
13			
14	Dated: ,2006	FOREVER 21 RETAIL, INC.	
15			
16		By _____	
17			
18	Dated: ,2006	GOTTSCHEALKS, INC.	
19			
20		By _____	
21			
22	Dated: JAN 12 , 2006	GROUP USA APPAREL, INC.	
23			
24		By 	
25			
26			
27			
28			

1			
2	Dated: ,2006	MACY'S WEST, INC.	
3			
4		By _____	
5			
6	Dated: ,2006	FEDERATED RETAIL HOLDINGS, INC.	
7			
8		By _____	
9			
10	Dated: ,2006	FOREVER 21, INC.	
11			
12		By _____	
13			
14	Dated: ,2006	FOREVER 21 RETAIL, INC.	
15			
16		By _____	
17			
18	Dated: JAN 11 , 2006	GOTTSCHEALKS, INC.	
19			
20		By 	
21			
22	Dated: ,2006	GROUP USA APPAREL, INC.	
23			
24		By _____	
25			
26			
27			
28			

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

Dated: , 2006	HOT TOPIC, INC.
	By 
Dated: , 2006	HUB DISTRIBUTING, INC.
	By _____
Dated: , 2006	J.C. PENNEY CORPORATION, INC.
	By _____
Dated: , 2006	KOHL'S CORPORATION
	By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
	By _____
Dated: , 2006	KMART CORPORATION
	By _____

1		
2	Dated: , 2006	HUB DISTRIBUTING, INC.
3		By _____
4		
5	Dated: <i>June 20, 2006</i>	J.C. PENNEY CORPORATION, INC.
6		By <i>Cindy Connor</i>
7		
8	Dated: , 2006	KOHL'S CORPORATION
9		By _____
10		
11	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
12		By _____
13		
14	Dated: , 2006	KMART CORPORATION
15		By _____
16		
17	Dated: , 2006	JOE BOXER COMPANY, INC.
18		By _____
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

34637712  
 BOARD MEMBER  
 OF VICTORIA'S SECRET

CONSENT JUDGMENT

1		
2	Dated: , 2006	HOT TOPIC, INC.
3		By _____
4		
5	Dated: , 2006	HUB DISTRIBUTING, INC.
6		By _____
7		
8	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
9		By _____
10		
11	Dated: <i>July 10, 2006</i>	KOHL'S CORPORATION
12		By <i>Peggy Emenan</i>
13		<i>EVERETT Product Development</i>
14		
15	Dated: <i>July 10, 2006</i>	KOHL'S DEPARTMENT STORES, INC.
16		By <i>Peggy Emenan</i>
17		<i>EVERETT Product Development</i>
18		
19	Dated: , 2006	KMART CORPORATION
20		By _____
21		
22		
23		
24		
25		
26		
27		
28		

34637713

CONSENT JUDGMENT

34637714

1	Dated: , 2006	HUB DISTRIBUTING, INC.
2		
3		By _____
4		
5	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
6		
7		By _____
8		
9	Dated: , 2006	KOHL'S CORPORATION
10		
11		By _____
12	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
13		
14		By _____
15		
16	Dated: January 11, 2006	KMART CORPORATION
17		
18		By <u>Warren Claman</u>
19		
20	Dated: , 2006	JOE BOXER COMPANY, INC.
21		
22		By _____
23		
24		
25		
26		
27		
28		

1	Dated: , 2006	HUB DISTRIBUTING, INC.
2		
3		By _____
4		
5	Dated: , 2006	J.C. PENNEY CORPORATION, INC.
6		
7		By _____
8		
9	Dated: , 2006	KOHL'S CORPORATION
10		
11		By _____
12	Dated: , 2006	KOHL'S DEPARTMENT STORES, INC.
13		
14		By _____
15		
16	Dated: , 2006	KMART CORPORATION
17		
18		By _____
19		
20	Dated: JAN. 19 , 2006	JOE BOXER COMPANY, INC. - ASSIGNED TO: IP HOLDINGS LLC.
21		
22		By <u>Warren Claman</u>
23		
24		Warren Claman, President
25		IP Holdings and Management Corp.
26		Its Sole Manager
27		
28		

1	Dated: , 2006	
2		
3		
4	By _____	
5	Dated: January 11, 2006	SEARS ROEBUCK AND CO.
6		
7	By <u>Morgan Venturis</u>	
8		
9	Dated: , 2006	LANE BRYANT, INC.
10		
11	By _____	
12	Dated: , 2006	LERNER NEW YORK, INC.
13		
14	By _____	
15		
16	Dated: , 2006	LIMITED TOO STORE PLANNING, INC.
17		
18	By _____	
19	Dated: , 2006	TOO, INC.
20		
21	By _____	
22		
23		
24		
25		
26		
27		
28		

361527712  
 COUNTY OF SEWINGTON  
 RECORDER OF DEEDS

CONSENT JUDGMENT

1	Dated: , 2006	JOE BOXER COMPANY, INC.
2		
3		
4	By _____	
5	Dated: , 2006	[REDACTED]
6		
7	By _____	
8		
9	Dated: , 2006	SEARS ROEBUCK AND CO.
10		
11	By _____	
12	Dated: Jan. 10, 2006	LANE BRYANT, INC.
13		
14	By <u>Linda H. Mahoy, Vice President</u>	
15		
16	Dated: , 2006	LERNER NEW YORK, INC.
17		
18	By _____	
19	Dated: , 2006	LIMITED TOO STORE PLANNING, INC.
20		
21	By _____	
22		
23		
24		
25		
26		
27		
28		

361527712

CONSENT JUDGMENT

4/10/06

1	Date: , 2006	JOE BOXER COMPANY, INC.
2		
3		By _____
4		
5	Date: , 2006	_____
6		
7		By _____
8		
9	Date: , 2006	SEARS ROEBUCK AND CO.
10		
11		By _____
12		
13	Date: , 2006	LANE BRYANT, INC.
14		
15		By _____
16		
17	Date: , 2006	LERNER NEW YORK, INC.
18		
19		By <i>William May</i>
20		
21	Date: , 2006	LIMITED TOO STORE PLANNING, INC.
22		
23		By _____
24		
25		
26		
27		
28		

1	Date: , 2006	_____
2		
3		By _____
4		
5	Date: , 2006	SEARS ROEBUCK AND CO.
6		
7		By _____
8		
9	Date: , 2006	LANE BRYANT, INC.
10		
11		By _____
12		
13	Date: , 2006	LERNER NEW YORK, INC.
14		
15		By _____
16		
17	Date: / / 17	LIMITED TOO STORE PLANNING, INC.
18		By <i>William May</i>
19		
20	Date: / / 17	TOO, INC.
21		
22		By <i>William May</i>
23		
24		
25		
26		
27		
28		

1	Dated: , 2006	TOO, INC.
2		
3		
4		By _____
5	Dated: <i>5.10.06</i> , 2006	LONGS DRUG STORES CALIFORNIA, INC. Senior Vice President and General Counsel
6		
7		
8		By <i>[Signature]</i> _____
9	Dated: , 2006	MERVYN'S, LLC
10		
11		
12		By _____
13	Dated: , 2006	NORDSTROM, INC.
14		
15		
16		By _____
17	Dated: , 2006	ROSS STORES, INC.
18		
19		
20		By _____
21	Dated: , 2006	STYLES FOR LESS, INC.
22		
23		
24		By _____
25		
26		
27		
28		

10037712

-30-  
CONSENT JUDGMENT

01/04/06

1	Dated: , 2006	TOO, INC.
2		
3		
4		By _____
5	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
6		
7		
8		By _____
9	Dated: , 2006	MERVYN'S, LLC
10		
11		
12		By <i>[Signature]</i> _____
13	Dated: , 2006	NORDSTROM, INC.
14		
15		
16		By _____
17	Dated: , 2006	ROSS STORES, INC.
18		
19		
20		By _____
21	Dated: , 2006	STYLES FOR LESS, INC.
22		
23		
24		By _____
25		
26		
27		
28		

10037712

-30-  
CONSENT JUDGMENT

01/04/06

1	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
2		
3		By _____
4		
5	Dated: , 2006	MERVYN'S, LLC
6		
7		By _____
8		
9	Dated: , 2006	NORDSTROM, INC.
10		
11		By <i>Margaret Meyer</i>
12	Dated: , 2006	ROSS STORES, INC.
13		
14		By _____
15		
16	Dated: , 2006	STYLES FOR LESS, INC.
17		
18		By _____
19		
20	Dated: , 2006	TARGET CORPORATION
21		
22		By _____
23		
24		
25		
26		
27		
28		

3-9232712

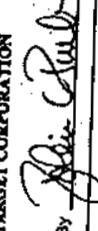
CONSENT JUDGMENT

1		
2	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
3		
4		By _____
5	Dated: , 2006	MERVYN'S, LLC
6		
7		By _____
8		
9	Dated: , 2006	NORDSTROM, INC.
10		
11		By _____
12	Dated: , 2006	ROSS STORES, INC.
13		
14		By <i>Margaret Meyer</i>
15		<i>MARK V. ASHMAN</i> GENERAL COUNSEL & SENIOR VICE PRESIDENT
16	Dated: , 2006	STYLES FOR LESS, INC.
17		
18		By _____
19		
20	Dated: , 2006	TARGET CORPORATION
21		
22		By _____
23		
24		
25		
26		
27		
28		

3-9232712

CONSENT JUDGMENT

1	Dated: , 2006	TOO, INC.
2		
3		
4	By _____	
5	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
6		
7		
8	By _____	
9	Dated: , 2006	MERVYN'S, LLC
10		
11		
12	By _____	
13	Dated: , 2006	NORDSTROM, INC.
14		
15		
16	By _____	
17	Dated: , 2006	ROSS STORES, INC.
18		
19		
20	By _____	
21	Dated: 1-24 - , 2006	STYLES FOR LESS, INC.
22		
23		
24	By 	
25		
26		
27		
28		

1	Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC.
2		
3		
4	By _____	
5	Dated: , 2006	MERVYN'S, LLC
6		
7		
8	By _____	
9	Dated: , 2006	NORDSTROM, INC.
10		
11		
12	By _____	
13	Dated: , 2006	ROSS STORES, INC.
14		
15		
16	By _____	
17	Dated: , 2006	STYLES FOR LESS, INC.
18		
19		
20	Dated: Jan. 12, 2006	TARGET CORPORATION
21		
22	By 	
23		
24		
25		
26		
27		
28		

THE BUCKLE, INC. *enclosed* on line 03 10 2006 1117 P.03

1	Dated: , 2006	TARGET CORPORATION
2		
3		
4	By _____	
5	Dated: January 9, 2006	THE BUCKLE, INC.
6		
7		
8	By <i>James B. Thoms</i>	
9	Dated: , 2006	TOYS "R" US, INC.
10		
11		
12	By _____	
13	Dated: , 2006	WALGREEN CO.
14		
15		
16	By _____	
17	Dated: , 2006	_____
18		
19		
20	By _____	
21	Dated: , 2006	THE WALT DISNEY WORLD CO.
22		
23		
24	By _____	
25		
26		
27		
28		

13002772  
 -31-  
 CONCERT PROMPT

ca'd 01117

1	Dated: , 2006	THE BUCKLE, INC.
2		
3		
4	By _____	
5	Dated: <i>March 23</i> , 2006	TOYS "R" US, INC.
6		
7		
8	By <i>James B. Thoms</i>	
9	Dated: , 2006	WALGREEN CO.
10		
11	By _____	
12	Dated: , 2006	_____
13		
14	By _____	
15	Dated: , 2006	WALT DISNEY WORLD CO.
16		
17		
18	By _____	
19	Dated: , 2006	THE WET SEAL, INC.
20		
21		
22	By _____	
23		
24		
25		
26		
27		
28		

13002772  
 -31-  
 CONCERT PROMPT

1	Date: . 2006	TARGET CORPORATION
2	By _____	
3	Date: . 2006	THE BUCKLE, INC.
4	By _____	
5	Date: . 2006	TOYS "R" US, INC.
6	By _____	
7	Date: <i>May 11</i> , 2006	WALGREEN CO.
8	By <i>Arthur J...</i>	
9	Date: . 2006	THE WALT DISNEY WORLD CO.
10	By _____	
11	-31-	
12	CONSENT JOINDER	

1	Date: . 2006	THE BUCKLE, INC.
2	By _____	
3	Date: . 2006	TOYS "R" US, INC.
4	By _____	
5	Date: . 2006	WALGREEN CO.
6	By _____	
7	Date: <i>1/12</i> , 2006	WALT DISNEY WORLD CO.
8	By <i>[Signature]</i>	
9	Date: . 2006	THE WET SEAL, INC.
10	By _____	
11	-31-	
12	CONSENT JOINDER	

1  
2  
3  
4  
5  
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8  
9  
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11  
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15  
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28

Dated: , 2006	THE BUCKLE, INC. By _____
Dated: , 2006	TOYS "R" US, INC. By _____
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	████████████████████ By _____
Dated: , 2006	WALT DISNEY WORLD CO. By _____
Dated: Jan. 24, 2006	THE WET SEAL, INC. AND DBA ARDEN B By <u>John Luttrell</u> John Luttrell, Chief Financial Officer

39025277 2

MENT PREPARED  
ON RECYCLED PAPER

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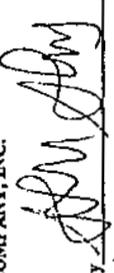
Dated: Jan 24, 2006	THE WET SEAL RETAIL, INC. AND DBA ARDEN B By <u>John Luttrell</u> John Luttrell, Chief Financial Officer
Dated: , 2006	ZUMIEZ, INC. By _____
Dated: , 2006	ADINA, INC. By _____
Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By _____
Dated: , 2006	BALLET JEWELS, L.L.C. By _____
Dated: , 2006	BERNARDO MANUFACTURING By _____

39025277 2

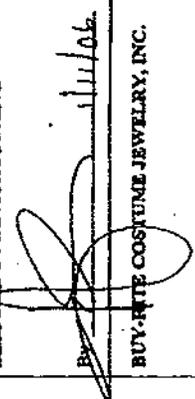
MENT PREPARED  
ON RECYCLED PAPER

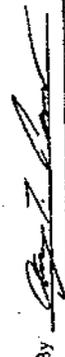
1	Dated: , 2006	THE WET SEAL, INC.
2		
3		
4		By _____
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
6		
7		
8		By _____
9	Dated: , 2006	ZUMIEZ, INC.
10		
11		By <u>B. Morris</u>
12		
13	Dated: , 2006	ADINA, INC.
14		
15		
16		By _____
17	Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		
20		
21		By _____
22	Dated: , 2006	BALLET JEWELS, L.L.C.
23		
24		
25		By _____
26		
27		
28		

1	Dated: , 2006	THE WET SEAL, INC.
2		
3		
4		By _____
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
6		
7		
8		By _____
9	Dated: , 2006	ZUMIEZ, INC.
10		
11		
12		By _____
13	Dated: 1/10, 2006	ADINA, INC.
14		
15		By <u>Zer Reja</u>
16		
17	Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		
20		By _____
21	Dated: , 2006	BALLET JEWELS, L.L.C.
22		
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	THE WET SEAL, INC.
2		
3		By _____
4		
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
6		
7		By _____
8		
9	Dated: , 2006	ZUMIEZ, INC.
10		
11		By _____
12		
13	Dated: , 2006	ADINA, INC.
14		
15		By _____
16		
17	Dated: 1/9 , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		By _____
20		
21		
22	Dated: , 2006	BALLET JEWELS, L.L.C.
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	THE WET SEAL, INC.
2		
3		By _____
4		
5	Dated: , 2006	THE WET SEAL RETAIL, INC.
6		
7		By _____
8		
9	Dated: , 2006	ZUMIEZ, INC.
10		
11		By _____
12		
13	Dated: , 2006	ADINA, INC.
14		
15		By _____
16		
17	Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC.
18		
19		By _____
20		
21		
22	Dated: 1/10 , 2006	BALLET JEWELS, L.L.C.
23		
24		
25		BY _____
26		
27		
28		

1	Dated: 11, 2006	BERNARDO MANUFACTURING
2		
3		
4		By: 
5	Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC.
6		
7		
8		By: _____
9	Dated: , 2006	BUY-RITE DESIGNS, INC.
10		
11		
12		By: _____
13	Dated: , 2006	CAROL DAUPLAISE, LTD.
14		
15		
16		By: _____
17	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
18		
19		
20		By: _____
21	Dated: , 2006	CAROL INCORPORATED
22		
23		
24		By: _____
25		
26		
27		
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1	Dated: , 2006	BERNARDO MANUFACTURING
2		
3		
4		By: _____
5	Dated: <i>January 9</i> , 2006	BUY-RITE COSTUME JEWELRY, INC.
6		
7		
8		By: 
9	Dated: , 2006	BUY-RITE DESIGNS, INC.
10		
11		
12		By: _____
13	Dated: , 2006	CAROL DAUPLAISE, LTD.
14		
15		
16		By: _____
17	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
18		
19		
20		By: _____
21	Dated: , 2006	CAROL INCORPORATED
22		
23		
24		By: _____
25		
26		
27		
28		

1	Dated: , 2006	BERNARDO MANUFACTURING
2		
3		By _____
4		
5	Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC.
6		
7		By _____
8		
9	Dated: , 2006	BUY-RITE DESIGNS, INC.
10		
11		By <i>Joey M. P.</i>
12		
13	Dated: , 2006	CAROL DAUPLAISE, LTD.
14		
15		By _____
16		
17	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
18		
19		By _____
20		
21	Dated: , 2006	CAROL INCORPORATED
22		
23		By _____
24		
25		
26		
27		
28		

1	Dated: , 2006	BERNARDO MANUFACTURING
2		
3		By _____
4		
5	Dated: , 2006	BUY-RITE COSTUME JEWELRY, INC.
6		
7		By _____
8		
9	Dated: , 2006	BUY-RITE DESIGNS, INC.
10		
11		By _____
12		
13	Dated: 1/11, 2006	CAROL DAUPLAISE, LTD.
14		
15		By <i>Carol Dauplaise</i>
16		
17	Dated: , 2006	CAROL FOR EVA GRAHAM, INC.
18		
19		By _____
20		
21	Dated: , 2006	CAROL INCORPORATED
22		
23		By _____
24		
25		
26		
27		
28		

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

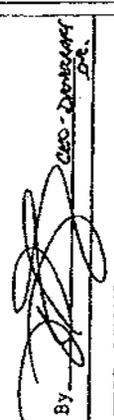
1/10/2006

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

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By <u>Eugene Feola</u>
5		Eugene Feola, Vice President
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By _____
9		
10	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
11		
12		By _____
13		
14	Dated: , 2006	DANECRAFT, INC.
15		
16		By _____
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By _____
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By <u>Catherine Stein</u>
9		
10	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
11		
12		By _____
13		
14	Dated: , 2006	DANECRAFT, INC.
15		
16		By _____
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
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1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By _____
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By _____
9		
10	Dated: January 11, 2006	CRIMZON ROSE ACCESSORIES, INC.
11		
12		By 
13		
14	Dated: , 2006	DANECRAFT, INC.
15		
16		By _____
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
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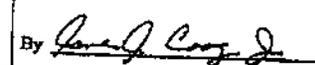
1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		
3		
4		By _____
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		
8		By _____
9		
10	Dated: , 2006	CRIMZON ROSE
11		
12		By _____
13		
14	Dated: 1/12, 2006	DANECRAFT, INC.
15		
16		By 
17		
18	Dated: , 2006	ERICA LYONS
19		
20		By _____
21		
22	Dated: , 2006	FAD TREASURES
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
2		By _____
3		
4		
5	Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC.
6		By _____
7		
8		
9	Dated: , 2006	DANECRAFT, INC.
10		By _____
11		
12	Dated: , 2006	ERICA LYONS
13		By <i>Erica Lyons</i>
14		
15	Dated: , 2006	FAD TREASURES
16		By _____
17		
18		
19	Dated: , 2006	F.A.F., INC.
20		By _____
21		
22		
23		
24		
25		
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 DOCUMENT PREPARED  
 ON MICROFILM

1	Dated: , 2006	RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE
2		By _____
3		
4		
5		
6	Dated: , 2006	CATHERINE STEIN DESIGNS, INC.
7		By _____
8		
9		
10	Dated: , 2006	CRIMZON ROSE
11		By _____
12		
13		
14	Dated: , 2006	DANECRAFT, INC.
15		By _____
16		
17		
18	Dated: , 2006	ERICA LYONS
19		By _____
20		
21		
22	Dated: 111 , 2006	FAD TREASURES
23		By <i>[Signature]</i>
24		
25		
26		
27		
28		

1	Dated: 1/11, 2006	F.A.F., INC.
2		By 
3		
4		
5	Dated: , 2006	FASHION ACCENTS, INC.
6		By _____
7		
8		
9	Dated: , 2006	FIESTA JEWELRY, INC.
10		By _____
11		
12		
13	Dated: , 2006	FINESSE NOVELTY CORPORATION, D/B/A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY
14		By _____
15		
16		
17		
18	Dated: , 2006	GIGI ACCESSORIES
19		By _____
20		
21		
22	Dated: , 2006	HABITAT, INC.
23		By _____
24		
25		
26		
27		
28		

1	Dated: , 2006	F.A.F., INC.
2		By _____
3		
4		
5	Dated: Jan. 10, 2006	FASHION ACCENTS, INC.
6		By 
7		
8		
9	Dated: , 2006	FIESTA JEWELRY, INC.
10		By _____
11		
12		
13	Dated: , 2006	FINESSE NOVELTY CORPORATION
14		By _____
15		
16		
17	Dated: , 2006	GIGI ACCESSORIES
18		By _____
19		
20		
21	Dated: , 2006	HABITAT, INC.
22		By _____
23		
24		
25		
26		
27		
28		

1	Dated: , 2006	F.A.F., INC.
2		
3		
4		By _____
5	Dated: , 2006	FASHION ACCENTS, INC.
6		
7		
8		By _____
9	Dated: 1/9 , 2006	FIESTA JEWELRY, INC.
10		
11		By 
12		
13	Dated: , 2006	FINESSE NOVELTY CORPORATION
14		
15		
16		By _____
17	Dated: , 2006	GIGI ACCESSORIES
18		
19		
20		By _____
21	Dated: , 2006	HABITAT, INC.
22		
23		
24		By _____
25		
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1	Dated: , 2006	FASHION ACCENTS, INC.
2		
3		
4		By _____
5	Dated: , 2006	FIESTA JEWELRY, INC.
6		
7		
8		By _____
9	Dated: January 13, 2006	FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS, AMBIANCE ACCESSORY, AND JEWELRY SALES
10		
11		By 
12		
13	Dated: , 2006	GIGI ACCESSORIES
14		
15		
16		By _____
17	Dated: , 2006	HABITAT, INC.
18		
19		
20		By _____
21	Dated: , 2006	HAMZ, INC.
22		
23		By _____
24		
25		
26		
27		
28		

Dated: . 2006	F.A.F., INC.	
	By	
Dated: . 2006	FASHION ACCENTS, INC.	
	By	
Dated: . 2006	FIESTA JEWELRY, INC.	
	By	
Dated: . 2006	FINESSE NOVELTY CORPORATION	
	By	
Dated: 1/17/06	GIGI ACCESSORIES	
	By	
Dated: . 2006	HABITAT, INC.	
	By	
Dated: . 2006	JJAMZ, INC.	
	By	
Dated: . 2006	XAM ASSOCIATES, L.P.	
	By	

1	Dated: . 2006	FASHION ACCENTS, INC.
2		
3		
4		
5	Dated: . 2006	FIESTA JEWELRY, INC.
6		
7		
8		
9	Dated: . 2006	FINESSE NOVELTY CORP, D/B/A ACCESSORY SOLUTIONS AND AMBIAN: 2 ACCESSORY
10		
11		
12		
13	Dated: . 2006	GIGI ACCESSORIES
14		
15		
16		
17	Dated: 1/17 . 2006	HABITAT, INC.
18		
19		
20		
21	Dated: . 2006	JJAMZ, INC.
22		
23		
24		
25		
26		
27		
28		

1	Dated: 1/11, 2006	JJAMZ, INC.
2		
3		
4		By <i>William Caldwell</i>
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		By _____
8		
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		By _____
12		
13	Dated: , 2006	KERISSA CREATIONS
14		
15		By _____
16		
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		By _____
20		
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		By _____
24		
25		
26		
27		
28		

1802971.2

- 36 -

CONSENT JUDGMENT

01/06/2006

1		
2	Dated: 1/13, 2006	K&M ASSOCIATES, L.P.
3		
4		By <i>William Caldwell</i>
5		USE PART OF ALIEN, INC.
6	Dated: , 2006	KENILWORTH CREATIONS
7		By _____
8		
9	Dated: , 2006	KERISSA CREATIONS
10		
11		By _____
12		
13	Dated: , 2006	KEY ITEM SALES, INC.
14		
15		By _____
16		
17	Dated: , 2006	LIZ CLAIBORNE, INC.
18		
19		By _____
20		
21	Dated: , 2006	HASKELL JEWELS, LTD.
22		
23		By _____
24		
25		
26		
27		
28		

1802971.2

- 36 -

CONSENT JUDGMENT

1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: 1/10, 2006	KENILWORTH CREATIONS
10		
11		
12		By <u><i>Eric S. [Signature]</i></u>
13	Dated: , 2006	KERISSA CREATIONS
14		
15		
16		By _____
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		
20		By _____
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		
24		By _____
25		
26		
27		
28		

-36-

3302277.2      CONSENT JUDGMENT      01/06/2006

1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		
12		By _____
13	Dated: 1/13/06, 2006	KERISSA CREATIONS
14		
15		
16		By <u><i>[Signature]</i></u>
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		
20		By _____
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		
24		By _____
25		
26		
27		
28		

-36-

3302277.2      CONSENT JUDGMENT      01/06/2006

1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		
12		By _____
13	Dated: , 2006	KERISSA CREATIONS
14		
15		
16		By _____
17	Dated: <i>Jan 12</i> , 2006	KEY ITEM SALES, INC.
18		
19		By <i>Abbie Regan</i>
20		
21	Dated: , 2006	LIZ CLAIBORNE, INC.
22		
23		
24		By _____
25		
26		
27		
28		

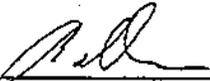
3302.077.3 CONSENT JUDGMENT 01/04/2006

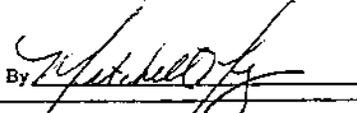
1	Dated: , 2006	JJAMZ, INC.
2		
3		
4		By _____
5	Dated: , 2006	K&M ASSOCIATES, L.P.
6		
7		
8		By _____
9	Dated: , 2006	KENILWORTH CREATIONS
10		
11		
12		By _____
13	Dated: , 2006	KERISSA CREATIONS
14		
15		
16		By _____
17	Dated: , 2006	KEY ITEM SALES, INC.
18		
19		
20		By _____
21	Dated: <i>January 12</i> , 2006	LIZ CLAIBORNE, INC.
22		
23		By <i>[Signature]</i>
24		
25		
26		
27		
28		

3302.077.3 CONSENT JUDGMENT 01/04/2006

1	Dated: Jan 13, 2006	HASKELL JEWELS, LTD.
2		
3		
4		By: <i>[Signature]</i>
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		
9		By: _____
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		
13		By: _____
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		
17		By: _____
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		
21		By: _____
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		
25		By: _____
26		
27		
28		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By: _____
5	Dated: 1/10, 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		By: <i>[Signature]</i>
9		
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		
13		By: _____
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		
17		By: _____
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		
21		By: _____
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		
25		By: _____
26		
27		
28		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By _____
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		
8		By _____
9		
10	Dated: JAN 11, 2006	ORION FASHIONS, INC.
11		
12		By 
13		
14	Dated: , 2006	RAINBOW SALES INCORPORATED
15		
16		By _____
17		
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		By _____
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		
4		By _____
5	Dated: , 2006	MJM JEWELRY CORP.
6		
7		
8		By _____
9		
10	Dated: , 2006	ORION FASHIONS, INC.
11		
12		By _____
13		
14	Dated: JAN 11, 2006	RAINBOW SALES INCORPORATED
15		
16		By 
17		
18	Dated: , 2006	JEWELRY FASHIONS, INC.
19		
20		By _____
21		
22	Dated: , 2006	SCORPIO ACCESSORIES, LLC
23		
24		By _____
25		

1	Dated: , 2006	HASKELL JEWELS, LTD.
2		
3		By _____
4		
5	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
6		
7		By _____
8		
9	Dated: , 2006	ORION FASHIONS, INC.
10		
11		By _____
12		
13	Dated: , 2006	RAINBOW SALES INCORPORATED
14		
15		By _____
16		
17	Dated: Jan. 12, 2006	JEWELRY FASHIONS, INC.
18		
19		By _____
20		
21	Dated: , 2006	SCORPIO ACCESSORIES, LLC
22		
23		By _____
24		
25		
26		
27		
28		

18020712

-37-  
CONSENT JUDGMENT

01/16/2006

1	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
2		
3		By _____
4		
5	Dated: , 2006	ORION FASHIONS, INC.
6		
7		By _____
8		
9	Dated: , 2006	RAINBOW SALES INCORPORATED
10		
11		By _____
12		
13	Dated: , 2006	JEWELRY FASHIONS, INC.
14		
15		By _____
16		
17	Dated: 1/12/06, 2006	SCORPIO ACCESSORIES, LLC
18		
19		By _____
20		
21	Dated: , 2006	SHALOM INTERNATIONAL, CORP.
22		
23		By _____
24		
25		
26		
27		
28		

18020712

-37-  
CONSENT JUDGMENT

1	Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY
2		By _____
3		
4		
5	Dated: , 2006	ORION FASHIONS, INC.
6		By _____
7		
8		
9	Dated: , 2006	RAINBOW SALES INCORPORATED
10		By _____
11		
12		
13	Dated: , 2006	JEWELRY FASHIONS, INC.
14		By _____
15		
16	Dated: , 2006	SCORPIO ACCESSORIES, LLC
17		By _____
18		
19		
20	Dated: 1/17, 2006	SEALOM INTERNATIONAL, CORP.
21		<i>Edwino S. Sorensen, CFO</i>
22		By <i>Edwino S. Sorensen</i>
23		
24		
25		
26		
27		
28		

IN WITNESS WHEREOF,  
ON THIS 18th DAY OF

1	Dated: , 2006	SEALOM INTERNATIONAL, CORP.
2		By _____
3		
4		
5	Dated: 1/11, 2006	STEPHAN & CO.
6		By <i>[Signature]</i>
7		
8		
9	Dated: , 2006	TANYA CREATIONS, INC.
10		By _____
11		
12		
13	Dated: , 2006	TSI HOLDING COMPANY
14		By _____
15		
16		
17	Dated: , 2006	VETTA JEWELRY, INC.
18		By _____
19		
20		
21	Dated: , 2006	VICTORIA + CO., LTD.
22		By _____
23		
24		
25		
26		
27		
28		

IN WITNESS WHEREOF,

1	Dated: , 2006	SEALOM INTERNATIONAL, CORP.
2		
3		
4		By _____
5	Dated: , 2006	STEPHAN & CO.
6		
7		
8		By _____
9	Dated: <i>1/11</i> , 2006	TANYA CREATIONS, INC.
10		
11		
12		By <i>Joyful</i>
13	Dated: , 2006	TSL HOLDING COMPANY
14		
15		
16		By _____
17	Dated: , 2006	VETTA JEWELRY, INC.
18		
19		
20		By _____
21	Dated: , 2006	VICTORIA + CO., LTD.
22		
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	SEALOM INTERNATIONAL, CORP.
2		
3		
4		By _____
5	Dated: , 2006	STEPHAN & CO.
6		
7		
8		By _____
9	Dated: , 2006	TANYA CREATIONS, INC.
10		
11		
12		By _____
13	Dated: <i>Jan 10</i> , 2006	TSI HOLDING COMPANY
14		
15		
16		By <i>Joyful</i>
17	Dated: , 2006	VETTA JEWELRY, INC.
18		
19		
20		By _____
21	Dated: , 2006	VICTORIA + CO., LTD.
22		
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	SEALOM INTERNATIONAL, CORP.
2		
3		
4		By _____
5	Dated: , 2006	STEPHAN & CO.
6		
7		
8		By _____
9	Dated: , 2006	TANYA CREATIONS, INC.
10		
11		
12		By _____
13	Dated: , 2006	TSI HOLDING COMPANY
14		
15		
16		By _____
17	Dated: <i>January 10</i> , 2006	VELTA JEWELRY, INC.
18		
19		
20		By <i>[Signature]</i>
21		<i>MARY A. ROSS, President</i>
22	Dated: , 2006	VICTORIA + CO., LTD.
23		
24		By _____
25		
26		
27		
28		

1	Dated: , 2006	SEALOM INTERNATIONAL, CORP.
2		
3		
4		By _____
5	Dated: , 2006	STEPHAN & CO.
6		
7		
8		By _____
9	Dated: , 2006	TANYA CREATIONS, INC.
10		
11		
12		By _____
13	Dated: , 2006	TSI HOLDING COMPANY
14		
15		
16		By _____
17	Dated: , 2006	VELTA JEWELRY, INC.
18		
19		
20		By _____
21	Dated: <i>1/11</i> , 2006	VICTORIA + CO., LTD.
22		
23		<i>RICHARD M. ANDREOLI</i>
24		<i>President / COO</i>
25		By <i>[Signature]</i>
26		<i>1/17/06</i>
27		
28		

1	Dated: Jan. 10, 2006	CATHERINE'S, INC.
2		
3		
4		
5	By 	THOMAS M. SMITH, Vice President
6	Dated: Jan. 10, 2006	FASHION BUG RETAIL COMPANIES, INC.
7		
8	By 	John J. Sullivan, Vice President
9		
10		
11		
12		
13		
14		
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JMS/STJ  
CONSENT JUDGMENT  
01-09-2006

1		
2	Dated: 1/11, 2006	AEROPOSTALE, INC.
3		
4		
5	By 	
6	Dated: , 2006	AMERICAN EAGLE OUTFITTERS, INC.
7		
8		
9		
10		
11		
12		
13		
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JMS/STJ  
CONSENT JUDGMENT  
01-09-2006

C

1		
2	Dated: .2006	DISNEY ENTERPRISES, INC.
3		
4		
5		By 
6	Dated: .2006	THE ASSOCIATED MERCHANDISING CORPORATION
7		
8		
9		By
10		
11		
12		
13		
14		
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 CONSENT DOCUMENT  
 -41-

Printed 07/12/2006 09:29AM in 00:46 on 11w 10 for 61002 \* 4 1/3  
 BALSAM CORPORATION LETTER

P.3/3

C

1		
2	Dated: .2006	DD'S DISCOUNTS
3		
4		
5		By 
6		MARK S. COVARR CHIEF FINANCIAL OFFICER & SENIOR VICE PRESIDENT
7		
8		
9		
10		
11		
12		
13		
14		
15		
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35012772  
 CONSENT DOCUMENT  
 -41-

35012772  
 CONSENT DOCUMENT

1		
2	Dated: .2006	DINNEY ENTERPRISES, INC.
3		
4		By _____
5		
6	Dated: Jan. 12, 2006	THE ASSOCIATED MERCHANDISING CORPORATION
7		
8		By <i>John Paul</i>
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28	<p>INCORPORATED IN MICHIGAN</p> <p>STATE OF MICHIGAN</p> <p>COMBINED JURISDICTION</p> <p>INCORPORATED</p>	<p>INCORPORATED IN MICHIGAN</p> <p>STATE OF MICHIGAN</p> <p>COMBINED JURISDICTION</p> <p>INCORPORATED</p>

1		
2	Dated: Jan. 16, 2006	BLOOMINGDALES
3		
4		By <i>Paul Sherman</i>
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
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21		
22		
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24		
25		
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27		
28	<p>INCORPORATED IN MICHIGAN</p> <p>STATE OF MICHIGAN</p> <p>COMBINED JURISDICTION</p> <p>INCORPORATED</p>	<p>INCORPORATED IN MICHIGAN</p> <p>STATE OF MICHIGAN</p> <p>COMBINED JURISDICTION</p> <p>INCORPORATED</p>

1		
2	Dated: 1/17, 2006	JUSTICE STORES LLC
3		
4		
5		By <u>Sally A. Boyer</u>
6		
7		
8		
9		
10		
11		
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DOCUMENT PREPARED BY MONOGRAM  
 380277.3  
 - 44 -  
 CONSENT FUDGMENT

1		
2	Dated: 20 Jan , 2006	MONOGRAM INTERNATIONAL, INC.
3		
4		
5		By <u>Vesichoa</u>
6		
7		
8		
9		
10		
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DOCUMENT PREPARED BY MONOGRAM  
 380277.2  
 - 45 -  
 CONSENT FUDGMENT

1		
2	DUAD: '2006	COST FLDN, INC.
3		
4		By <i>[Signature]</i>
5		
6		
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-46-

CONSENT DOCUMENT

JAN 23 2006 17:03

PH08.03  
\*\*\* TOTAL PRICE.03 \*\*\*

1 In accordance with the terms of the Consent Judgment entered on February 21, 2006, as  
2 amended on this date pursuant to the People's Motion to Modify Consent Judgment,

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**  
4

5  
6 Dated: JUN 15 2006

ROBERT FREEDMAN

7 Hon.  
8 Judge of the Superior Court of the State of California  
9  
10  
11  
12  
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# **EXHIBIT A**



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

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

6                   **Affiliate:** Bloomingdale's

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

8           K.       Gottschalks, Inc.

9           L.       Group USA Apparel, Inc.

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

11          N.       Hub Distributing, Inc.

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

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

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

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

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

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

19          S.       Lerner New York, Inc.

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

21                   **Affiliate:** Justice Stores LLC

22          U.       Longs Drug Stores California, Inc.

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

24          W.       Monogram International, Inc.

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

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

27                   **Affiliate:** dd's DISCOUNTS

28          Z.       Styles for Less, Inc.

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

12 **2. INITIAL SETTLING VENDORS**

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

- 1 Q. Fiesta Jewelry, Inc.  
2 R. Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and  
3 Jewelry Sales  
4 S. Gigi Accessories  
5 T. Habitat, Inc.  
6 U. JJamz, Inc.  
7 V. K&M Associates, L.P.  
8 W. Kenilworth Creations  
9 X. Kerissa Creations  
10 Y. Key Item Sales, Inc.  
11 Z. Liz Claiborne, Inc.  
12 AA. Haskell Jewels, LTD  
13 BB. MJM Jewelry Corp., d/b/a Berry Jewelry Company  
14 CC. Orion Fashions, Inc.  
15 DD. Rainbow Sales Incorporated  
16 EE. Jewelry Fashions, Inc.  
17 FF. Scorpio Accessories, LLC  
18 GG. Shalom International Corp.  
19 HH. Stephan & Co.  
20 II. Tanya Creations, Inc.  
21 JJ. Roman Company  
22 **Related Company: Sunstone Imports, Inc.**  
23 KK. Vetta Jewelry, Inc.  
24 LL. Victoria + Co. LTD  
25 **3. ADD-ON DEFENDANTS**  
26  
27 A. Allison Reed Group, d/b/a P + B Manufacturing/J Roth Enterprises  
28 B. Barry-Owens Company, Inc.

1 C. Cathedral Art Metal Company, Inc.

2 D. Cookie Lee, Inc.

3 E. Fada International Corporation

4 F. Greenbrier International, Inc.

5  
6 **Related Company: Dollar Tree Stores, Inc.**

7 G. Jonette Jewelry Company

8 H. Lee Mode International Inc.

9 I. Linda & Jay Keane, d/b/a L&J Accessories, Inc.

10 J. QVC, Inc.

11 K. Reebok International LTD

12 L. Rogers Sports Management, Inc., d/b/a Factory Direct International / South Main  
13 Designs

14 M. Saks Incorporated

15 N. Sequin, LLC

16 O. The Gap, Inc.

17 P. Uncas Manufacturing Company

18 Q. Vine Products Manufacturing Company

19

20

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# **EXHIBIT B**

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

2 **CLASS 1 COMPONENTS**

3 Stainless and surgical steels

4 Karat gold

5 Sterling silver

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

7 Natural and cultured pearls.

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

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

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

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

17 Adhesives

18 **CLASS 2 COMPONENTS**

19

COMPONENT	LEAD CONTENT LIMITS
20 Metal substrates that are electroplated	21 Metal alloys with less than 10 percent 22 lead by weight ( "88 metal") *that are 23 electroplated with suitable under and finish 24 coats and that are plated utilizing the Best 25 Management Practices described in Exhibit C. 26 For Covered Products shipped by a Settling 27 Defendant that is a Supplier after December 31, 28 2008 to a third party for retail sale in

1		California, and for products sold or offered for
2		retail sale in California by a Settling Defendant
3		after August 31, 2009, this standard shall be
4		metal alloys with less than 6 percent lead by
5		weight ("92 metal") that are electroplated with
6		suitable under and finish coats and that are
7		plated utilizing the Best Management Practices
8		described in Exhibit C.
9	Unplated metal not defined as Class 1	1.5%
10	Components.	
11	Metal (plated and unplated) used in	0.06% (600 ppm)
12	Children's Products	
13	Plastic/Rubber (e.g., acrylic,	0.06%, (600 ppm). For Covered
14	polystyrene, plastic beads/stones, polyvinyl	Products shipped by a Settling Defendant that
15	chloride (PVC))	is a Supplier after December 31, 2008 to a third
16		party for retail sale in California, and for
17		products sold or offered for retail sale in
18		California by a Settling Defendant after August
19		31, 2009, this standard shall be no more than
20		0.02 percent (200 ppm) lead by weight
21	Dyes and Surface Coatings	0.06% (600 ppm)
22	Printing inks or ceramic glazes used in	0.06% (600 ppm)
23	Children's Products	
24	Glass or crystal decorative components	Total weight no more than 1.0 gram,
25	used in Children's Products	excluding glass or crystal decorative
26		components that contain less than 0.02 percent
27		(200 parts per million) lead and have no
28		

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intentionally added lead.

**CLASS 3 COMPONENTS**

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

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

**BODY PIERCING JEWELRY**

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

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

# **EXHIBIT C**

1 **EXHIBIT C (BEST MANAGEMENT PRACTICES FOR PLATING FACILITIES)**

2 **PRE-PLATING PROCEDURE**

3 The pieces must be cleaned. Any polishing compound must be removed before plating by  
4 cleaning with aqueous cleaning solution or solvent and rinsed with water.

5 The pieces must be activated.

6 The pieces must be rinsed in clean water before plating.

7 **PLATING BATH MAINTENANCE**

8 The temperature of each plating bath must be controlled to the appropriate temperature in  
9 accordance with the recommendations of the equipment and plating chemical suppliers.

10 The nickel and nickel-substitute tanks must be agitated or aerated in accordance with the  
11 chemical suppliers' recommendations.

12 All baths must be filtered continuously during plating and filters changed at least than  
13 monthly.

14 pH must be measured each day of plating and adjusted within the chemical supplier's  
15 recommendations.

16 All plating employees must be trained on the use of the equipment in accordance with  
17 recommendation of equipment manufacturer and plating chemical suppliers.

18 The plating baths must be maintained in accordance with the plating chemical suppliers  
19 recommendations.

20 Plating tanks must be swept at least weekly.

21 Anodes must be inspected monthly in accordance with the anode supplier's  
22 recommendations.

23 Racks must be stripped at least annually.

24 The electrical equipment must be sized appropriately for each tank in accordance with  
25 equipment manufacturer's recommendations and calibrated annually.

1 PLATING PROCEDURES

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

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

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# **EXHIBIT D**

1 **EXHIBIT D (TESTING PROTOCOLS)**

2 The following test methods must be used to determine compliance with the lead standards  
3 set forth in this Consent Judgment. A material shall not meet the applicable lead standard if the  
4 mean lead level of: (1) one or two samples exceeds 300% of the component specification limit;  
5 (2) three samples exceeds 200% of the component specification limit; or (3) four or more samples  
6 exceeds the component specification limit.

7 Laboratory sample preparation protocols specific for testing the lead content of jewelry  
8 components are not readily available. The sample preparation method used in USEPA Method  
9 3050B or Method 3051 shall be followed, as modified in the following table for use with jewelry  
10 samples. The laboratory should make every effort to assure that samples removed from jewelry  
11 pieces are representative of the component to be tested, and are free of contamination from  
12 extraneous dirt and material not related to the jewelry component to be tested. All jewelry  
13 component samples shall be washed prior to testing using standard laboratory detergent, rinsed  
14 with laboratory reagent grade deionized water, and dried in a clean ambient environment. If  
15 components must be cut or scraped to obtain a sample, then metal snips, scissors, or other cutting  
16 tools used must be made of stainless steel and washed and rinsed before each use and between  
17 samples.

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

25 All jewelry components samples shall be prepared for testing in accordance with USEPA  
26 Method 3050B or 3051, with the following additional notes and exceptions:  
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COMPONENT	NOTES AND EXCEPTIONS
Metals plated with suitable undercoats and finish coats	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.1% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Unplated metal and metal substrates not defined as Class 1 Components.	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.01% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Polyvinyl chloride (PVC)	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion, and should be chopped or comminuted prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Non-PVC Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones).	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion and should be chopped or comminuted prior to digestion. Plastic beads or stones should be crushed prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Coatings on Glass and Plastic Pearls.	The coating of glass or plastic beads should be scraped onto a surface free of dust, such as a clean weighing paper or pan, using a clean stainless steel razor blade or other clean sharp instrument that will not contaminate the sample with lead. The razor blade or sharp instrument should be rinsed with deionized water, wiped to remove particulate matter, rinsed again, and dried between

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	<p>samples. Weigh the scrapings. A minimum of 50 mg of scraped coating should be used for analysis. If less than 50 mg of scraped coating is obtained from an individual pearl, then multiple pearls from that sample must be scraped and composited to obtain a sufficient sample amount. The number of pearls used to make the composite must be noted. Avoid inclusion of the substrate pearl material in the scrapings. Digest the scrapings according to USEPA Method 3050B or 3051 or equivalent procedure for hot acid digestion in preparation for trace lead analysis. Dilute the digestate in the minimum volume practical for analysis. Analyze the digested sample according to specification of Exhibit D (approved, validated methodology for inductively-coupled plasma mass spectrometry). A reporting limit of 0.001% (10 ppm) in the coating must be obtained for the analysis. The sample result must be reported within the calibrated range of the instrument. If the initial test of the sample is above the highest calibration standard, then the sample must be diluted and re-analyzed within the calibrated range of the instrument.</p>
<p>Dyes, paints, coatings, varnish, printing inks, ceramic glazes, glass, crystal</p>	<p>Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.050 g, and should be chopped or comminuted prior to digestion.</p> <p>Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.</p>
<p>Glass and crystal used in Children's Products (for weight)</p>	<p>The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weigh these components should be calibrated using NIST certified (S-class) weights of 1 and 2 grams immediately before the components are weighed. The calibration should be accurate to within 0.01 gram.</p>

# **EXHIBIT E**

**EXHIBIT E (BRAND NAMES)**

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

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

1                                   **EXHIBIT F (PERSONS TO WHOM NOTICES ARE TO BE SENT)**

2

3                   **For Plaintiff People of the State of California, ex rel. Bill Lockyer, Attorney General:**

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6                   Department of Justice  
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12                  **For Plaintiff Center for Environmental Health:**

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**For Defendant American Eagle Outfitters, Inc.:**  
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**For Defendant Burlington Coat Factory Warehouse Corporation:**  
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**For Defendants CBI Distributing Corp. and Claire's Boutiques, Inc.:**  
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**For Defendant Cost Plus, Inc. and its related company, Cost Plus Management Services, Inc.:**

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

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With a copy to:

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1 **For Defendants Federated Department Stores, Inc.; Macy's West, Inc. and**  
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3 Christine Brandt  
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9 christine.brandt@fds.com

10 With a copy to:

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

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

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25 Chief Financial & Administrative Officer  
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**For Defendant Group USA Apparel, Inc.:**

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21          Mary G. Tacher

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**For Defendants Kohl's Corporation and Kohl's Department Stores, Inc.:**  
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**For Defendant Lane Bryant, Inc. and its affiliates, Catherines, Inc.; Fashion Bug Retail Companies, Inc.:**  
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1        **For Defendant Lerner New York, Inc.**  
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13       **For Defendants Limited Too Store Planning, Inc.; Too, Inc.; affiliate Justice Stores LLC:**

14       Bill May  
15       President and COO  
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24       **For Defendant Longs Drug Stores California, Inc.:**

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27           and

28           Jeffrey B. Margulies  
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34           **For Defendant Nordstrom, Inc.:**

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

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9 With a copy to:

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13 Brooklyn, NY 11207

14 and

15 A.I.J.J. Enterprises, Inc.  
16 Attention: Joseph Chehebar  
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18 Brooklyn, NY 11207

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

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25 Fax: 925-965-4169

26 With a copy to:

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29 **For Defendant Styles for Less, Inc.**

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

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

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TPS-3255  
Minneapolis, Minnesota 55403

**For Defendant The Buckle, Inc.:**

General Counsel  
The Buckle, Inc.  
2407 W. 24th Street  
Kearney, NE 68845

With a copy to:

Jeffrey B. Margulies  
FULBRIGHT & JAWORSKI L.L.P.  
555 South Flower Street, 41st Floor  
Los Angeles, California 90071  
Tel: (213) 892-9286/Fax: (213) 892-9494  
jmargulies@fulbright.com

1           **For Defendant Toys "R" Us, Inc.:**

2           Joel S. Tennenberg  
3           Litigation & Regulatory Counsel  
4           Toys "R" Us, Inc.  
5           One Geoffrey Way  
6           Wayne, New Jersey 07470  
7           Tel: (973) 617-5741/Fax: (973) 617-4043

8           With a copy to:

9           Jeffrey B. Margulies  
10          FULBRIGHT & JAWORSKI L.L.P.  
11          555 South Flower Street, 41st Floor  
12          Los Angeles, California 90071  
13          Tel: (213) 892-9286/Fax: (213) 892-9494  
14          jmargulies@fulbright.com

15          **For Defendant Walgreen Co. and its wholly-owned subsidiary East-West  
16          Distributing Co.:**

17          Arthur Jimenez, Esq.  
18          Corporate and Regulatory Law  
19          Walgreen Co.  
20          104 Wilmot Road M/S 1447  
21          Deerfield, IL 60015-5223

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

23          Manny Grace  
24          Senior Vice President, Counsel  
25          The Walt Disney Company  
26          500 S. Buena Vista Street  
27          Burbank, CA 91521  
28          Tel: (818) 560-8957/Fax: (818) 557-1285  
                manny.grace@disney.com

                With a copy to:

                Jeffrey B. Margulies  
                FULBRIGHT & JAWORSKI L.L.P.  
                555 South Flower Street, 41st Floor  
                Los Angeles, California 90071  
                Tel: (213) 892-9286/Fax: (213) 892-9494  
                jmargulies@fulbright.com

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**For Defendants The Wet Seal, Inc. and The Wet Seal Retail, Inc.:**  
Kelly Gorman  
Director of Loss Prevention and Risk Management  
The Wet Seal, Inc.  
26972 Burbank  
Foothill Ranch, CA 92610

With a copy to:

Roger Carrick, Esq.  
The Carrick Law Group  
350 S. Grand Avenue, Suite 2930  
Los Angeles, California 90071-2930  
Tel: (213) 346-7930 / Fax: (213) 346-7931  
[roger@carricklawgroup.com](mailto:roger@carricklawgroup.com)

**For Defendant Zumiez, Inc.:**

Brenda Morris  
Chief Financial Officer  
Zumiez, Inc.  
6300 Merrill Creek Parkway  
Everett, WA 98203  
Tel: (425) 551-1564/Fax: (425) 551-1596  
[brendamorris@zumiez.com](mailto:brendamorris@zumiez.com)

With a copy to:

Stephen M. Lerner  
McDonough, Holland & Allen PC  
555 Capitol Mall, Suite 900  
Sacramento, CA 95814  
Tel: (916) 444-3900/Fax: (916) 444-3249  
[slerner@mhalaw.com](mailto:slerner@mhalaw.com)

**For Vendor Adina Inc.:**

Adina Inc.  
85 Morse Street  
Norwood, MA 02062

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

President  
Arden Jewelry Manufacturing Co.  
10 Industrial Lane  
Johnston, RI 02919-3126

1           **For Vendor Ballet Jewels, LLC:**

2           Ballet Jewels, LLC  
3           121 Hackensack Avenue  
4           River Terminal, Building 12B  
5           Kearny, NJ 07032

6           With a copy to:

7           Henry A. Larner  
8           Budd Larner, P.C.  
9           150 JFK Parkway  
10          Short Hills, NY 07078

11          **For Vendor Bernardo Manufacturing:**

12          Chief Financial Officer  
13          Bernardo Manufacturing  
14          54 Taylor Drive  
15          East Providence, RI 02916

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

17          President  
18          Buy-Rite Costume Jewelry, Inc.  
19          Buy -Rite Designs, Inc.  
20          88 Vanderveer Road  
21          Freehold, NJ 07728

22          **For Vendor Carol Dauplaise, Ltd.:**

23          President  
24          Carol Dauplaise, Ltd.  
25          29 West 36<sup>th</sup> Street, No. 10  
26          New York, NY 10018

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

28          President  
29          Carol for Eva Graham, Inc.  
30          366 Fifth Avenue, No. 704  
31          New York, NY 10001

1       **For Vendor Carole Inc.:**  
2       Chief Executive Officer  
3       Carole Inc.  
4       1607 South Grand Avenue  
5       Los Angeles, California 90015

6       **For Vendor Retail Brand Alliance d/b/a Carolee:**  
7       Executive Vice President  
8       Carolee  
9       19 E. Elm Street  
10      Greenwich, CT 06830

11      With a copy to:

12      General Counsel  
13      Retail Brand Alliance, Inc.  
14      100 Phoenix Avenue  
15      Enfield, Connecticut 06082

16      **For Vendor Catherine Stein Designs, Inc.:**  
17      President  
18      Catherine Stein Designs, Inc.  
19      8 West 38th Street  
20      New York, New York 10018

21      **For Vendor Crimson Rose Accessories, Inc.**  
22      Chief Executive Officer  
23      Crimson Rose Accessories, Inc.  
24      4 Warren Avenue  
25      Providence, RI 02911

26      With a copy to:

27      Josh Teverow, Esq.  
28      555 Pine Street  
29      Providence, RI 02903

30      **For Vendor Danecraft, Inc.:**  
31      Chief Executive Offer  
32      Danecraft, Inc.  
33      One Baker Street  
34      Providence, RI 02905-4417

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**For Vendor Erica Lyons:**  
Erica Lyons  
13999 S.W. 142<sup>nd</sup> Street  
Miami, FL 33186

**For Vendor Fad Treasures:**  
Fad Treasures  
415 New York Ave  
Huntington, NY 11743

**For Vendor F.A.F., Inc.:**  
Director of Sourcing & Quality  
F.A.F., Inc.  
26 Lark Industrial Parkway  
Greenville, RI 02828

**For Vendor Fashion Accents, Inc.:**  
President  
Fashion Accents, Inc.  
100 Nashua Street  
Providence, RI 02904

**For Vendor Fiesta Jewelry, Inc.:**  
President  
Fiesta Jewelry, Inc.  
250 Esten Avenue, A-1  
Pawtucket, RI 02860

**For Vendor Finesse Novelty Corporation d/b/a Accessory Solutions and Ambiance  
Accessory and Jewelry Sales:**  
Finesse Novelty Corporation  
d/b/a Accessory Solutions and Ambiance Accessory  
109-80 180th Street  
St. Albans, NY 11433

**For Vendor Gigi Accessories:**  
Chief Executive Officer  
Gigi Accessories  
175 East Olive Avenue, Suite 306  
Burbank, CA 91502

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**For Vendor Habitat, Inc.:**  
Habitat, Inc.  
5 West 37<sup>th</sup> Street, Suite 1100  
New York, NY 10018

**For Vendor Haskell Jewels, LTD:**  
Executive Vice President  
Haskell Jewels, LTD  
390 Fifth Avenue, Second Floor  
New York, NY 10018

**For Vendor JJamz, Inc.:**  
Owner/President and CEO  
JJamz, Inc.  
4949 West 35<sup>th</sup> Street  
Minneapolis, MN 55416

**For Vendor K&M Associates, L.P.:**  
Chief Financial Officer  
K&M Associates, L.P.  
425 Dexter Street  
Providence, RI 02940

**For Vendor Kenilworth Creations:**  
Kenilworth Creations Inc  
One Wholesale Way  
Cranston, RI 02920

**For Vendor Kerissa Creations:**  
Kerissa Creations  
15 Lark Industrial Parkway  
Greenville, RI 02828

**For Vendor Key Item Sales, Inc.:**  
Key Item Sales, Inc.  
8911 Independence Avenue  
Canoga Park, CA 91304

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**For Vendor Liz Claiborne Inc.:**  
Vice President, Deputy General Counsel and Secretary  
Liz Claiborne, Inc.  
One Claiborne Avenue  
North Bergen, NJ 07045

**For Vendor MJM Jewelry Corp., d/b/a Berry Jewelry Company:**  
President  
MJM Jewelry Corp., d/b/a Berry Jewelry Company  
29 West 38<sup>th</sup> Street, 16<sup>th</sup> Floor  
New York, NY 10018

**For Vendor Orion Fashions, Inc.:**  
Orion Fashions, Inc.  
20 West 36th Street  
New York, NY 10018

**For Vendor Rainbow Sales Incorporated:**  
Rainbow Sales Incorporated  
905 Jenkintown Road  
Elkins Park, PA 19027

**For Vendor Jewelry Fashions Inc.:**  
President  
Jewelry Fashions Inc.  
520 8th Avenue  
New York, New York 10018

**For Vendor Scorpio Accessories LLC:**  
President  
Scorpio Accessories LLC  
27 Meadow Street  
Warwick, Rhode Island 02886

**For Vendor Shalom International, Corp.:**  
Shalom International Corp.  
1050 Amboy Avenue, Suite 1  
Perth Amboy, NY 08861

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**For Vendor Stephan & Co.:**  
President  
Stephan & Co.  
10 East 38<sup>th</sup> Street, 9<sup>th</sup> Floor  
New York, NY 10016

**For Vendor Tanya Creations, Inc.:**  
Chief Financial Officer  
Tanya Creations, Inc.  
360 Narragansett Park Drive  
East Providence, RI 02916

**For Vendor Roman Company:**  
Dee Marino  
Roman Company  
999 Executive Parkway, Suite 202  
St. Louis, MO 63141

**For Vendor Vetta Jewelry, Inc.:**  
Vetta Jewelry Inc.  
29-33 West 36th Street  
New York, NY 10018

**For Vendor Victoria + Co., Ltd.:**  
General Counsel  
Victoria + Co. Ltd.  
Jones Apparel Group, Inc.  
1411 Broadway  
New York, NY 10018

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**For Add-On Defendant – Allison Reed Group d/b/a P + B Mfg. Company and J Roth Enterprises**

Lawrence J. Cohen  
Allison Reed Group  
655 Waterman Avenue  
East Providence, Rhode Island 02914

**For Add-On Defendant – Barry-Owen Company, Inc.**

Scott Fink  
5625 Smithway Street  
Los Angeles, California 90040

**For Add-On Defendant – Cathedral Art Metal Co., Inc.**

Leo A. Tracey, President  
25 Manton Avenue  
Providence, Rhode Island 02909

**For Add-On Defendant – Cookie Lee, Inc.**

John P. Lin  
18009 Sky Park Circle, Suite G  
Irvine, California 92714

**For Add-On Defendant – Fada International Corporation**

Fred H. Chen  
35 West 36<sup>th</sup> Street  
New York, New York 10018

**For Add-On Defendant – Greenbrier International, Inc.**

Robert H. Rudman, President  
500 Volvo Parkway  
Chesapeake, Virginia 23320

**For Add-On Defendant – Jonette Jewelry Company**

President  
Jonette Jewelry Company  
373 Taunton Avenue  
East Providence, Rhode Island 02914

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**For Add-On Defendant – Linda & Jay Keane, Inc. d/b/a L & J Accessories**  
Jay Keane  
140 Candace Drive  
Maitland, Florida 32751

**For Add-On Defendant – Lee Mode International Inc.**  
Martin Lee  
1255 Broadway  
New York, New York 10001

**For Add-On Defendant – QVC, Inc.**  
Neal S. Grabell  
QVC, Inc.  
1200 Wilson Drive  
West Chester, Pennsylvania 19380

**For Add-On Defendant – Reebok International Ltd.**  
Diana Wainrib, Esq.  
1895 J.W. Foster Blvd.  
Canton, Massachusetts 02021

**For Add-On Defendant – Rogers Sport Management Inc. d/b/a Factory Direct International and South Main Designs**  
Kent Rogers  
337 South Main Street  
Findlay, Ohio 45840

**For Add-On Defendant – Saks Incorporated**  
Meredith D. Fogel  
Assistant General Counsel  
Saks Incorporated  
12 East 49<sup>th</sup> Street  
New York, New York 10017

**For Add-On Defendant – Sequin, LLC**  
R.J. Renk, Jr  
P.O. Box 24155  
Minneapolis, Minnesota 55424

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**For Add-On Defendant – The Gap, Inc.**

General Counsel  
Two Fourth Street  
San Francisco, California 94105

**For Add-On Defendant – Uncas Manufacturing Company**

Uncas Manufacturing Company  
John M. Corsini  
150 Niantic Avenue  
Providence, Rhode Island 02907

**For Add-On Defendant – Vine Products Manufacturing Company**

Vine Products Manufacturing Company  
Attn: Barry Vine  
655 First Avenue  
P.O. Box 469  
West Haven, Connecticut 06516-0469

# **EXHIBIT G**

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

ALLISON REED GROUP d/b/a P+B MFG. CO.  
Company Name J ROTH ENTERPRISES

[Signature]  
Signature

LAWRENCE J COHEN  
Printed Name

PRESIDENT  
Title

[Signature]  
ex: 12/2007

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: ALLISON REED GROUP d/b/a P+B MFG. CO.  
J. ROTH ENTERPRISE

Attention: LAWRENCE J COHEN

Mailing Address: ALLISON REED GROUP  
655 WATERMAN AVE  
EAST PROVIDENCE, RI 02914

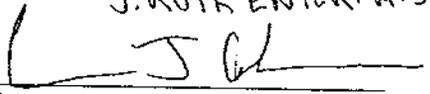
E-mail Address: INFO@ALLISONREED.COM

*Lisa Goldberg*  
et: 12/2007

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Dated: APRIL 6, 2006

ALLISON REED GROUP  
Opt-In Company Name  
d/b/a P+B MFG. CO.  
J. ROTH ENTERPRISES



Signature

LAWRENCE J COHEN

Printed Name

PRESIDENT

Title

  
EX: 12/2007

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

- Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

BARRY-OWEN CO. INC  
Company Name

Scott Finic  
Signature

Scott Finic  
Printed Name

corporate secretary  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name:

BARRY-OWEN CO. INC

Attention:

SCOTT FINK

Mailing Address:

5625 SMITHWAY ST  
LOS ANGELES, CA 90040

E-mail Address:

barryowen@aol.com

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Dated: April 4, 2006

Berry-Owen Co. Inc  
Opt-In Company Name

Scott Fink  
Signature

SCOTT FINK  
Printed Name

Corporate Secretary  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

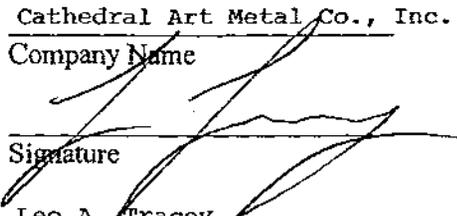
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE**

Cathedral Art Metal Co., Inc.

Company Name

  
Signature

Leo A. Tracey

Printed Name

President

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Cathedral Art Metal Co., Inc.

Attention: Leo A. Tracey, President

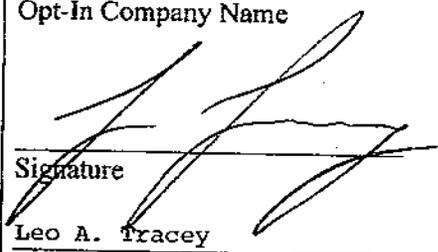
Mailing Address: 25 Manton Avenue  
Providence, RI 02909

• E-mail Address: LeoT@cathedralartmetal.com

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Dated: April 6, 2006

Cathedral Art Metal Co., Inc.  
Opt-In Company Name



Signature

Leo A. Tracey

Printed Name

President

Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

• Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this notice on or before April 7, 2006 to the address listed above, and that the attached signature page with the opt-in payment of \$40,000 must be received by the California Attorney General on or before April 22, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that your company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

Cookie Lee Inc  
Company Name

  
Signature

John Paul Lee  
Printed Name

VP  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Cookie Lee, Inc.

Attention: John P. Lin

Mailing Address: 18009 Sky Park Circle, Suite G  
Irvine, CA 92714

E-mail Address: johnlin@cookielee.com

With copy to: Manuel A. Martinez  
Stein & Lubin, LLP  
600 Montgomery Street, 14th Floor  
San Francisco, CA 94111

[mmartinez@steinlubin.com](mailto:mmartinez@steinlubin.com)

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Dated: *April 3*, 2006

*Cookie Lee Inc*  
Opt-in Company Name

  
Signature

*John Paul Lee*  
Printed Name

*VP*  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

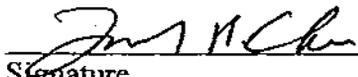
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

Fada International Corp.

Company Name

  
\_\_\_\_\_  
Signature

Fred H. Chen

Printed Name

President

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

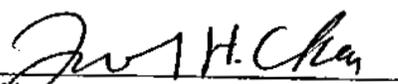
Company Name: Fada International Corp.

Attention: Fred H. Chen

Mailing Address: 35 West 36th Street  
New York, NY 10018

E-mail Address: fred@fadanyc.com

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Dated: Mar. 20, 2006	Fada International Corp. Opt-In Company Name   Signature Fred H. Chen Printed Name President Title
----------------------	--

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2006 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE**

**GREENBRIER INTERNATIONAL, INC.,  
a wholly owned subsidiary of  
DOLLAR TREE STORES, INC.**



Signature

Robert H. Rudman  
Printed Name

President  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

**Company Name:** GREENBRIER INTERNATIONAL, INC.,  
a wholly owned subsidiary of  
DOLLAR TREE STORES, INC.

**Attention:** Robert H. Rudman, President

**Mailing Address:** 500 Volvo Parkway  
Chesapeake, VA 23320

**E-mail Address:** [brudman@dollartree.com](mailto:brudman@dollartree.com)

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Dated: April 6, 2006

GREENBRIER INTERNATIONAL, INC., a  
wholly owned subsidiary of  
DOLLAR TREE STORES, INC.

Opt-In Company Name



Signature

ROBERT H. RUDMAN

Printed Name

PRESIDENT

Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2006 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

Jonette Jewelry Company  
Company Name

B. Gordon Lisker X  
Signature

B. Gordon Lisker  
Printed Name

President  
Title

March 16, 2006 X  
Date

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Jonette Jewelry Company

Attention: President

Mailing Address: Jonette Jewelry Company

373 Taunton Avenue

East Providence, Rhode Island 02914

E-mail Address: jonettejewelry@verizon.net

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Dated: <i>Mar. 16</i> , 2006 ✓	Jonette Jewelry Company Opt-In Company Name
	<i>B. Gordon Lisker</i> Signature
	B. Gordon Lisker Printed Name
	President Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

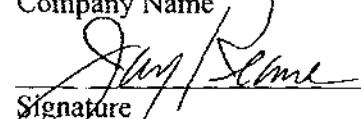
Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

LINDA + JAY KEANE, INC D/B/A L+J ACCESSORIES  
Company Name

  
Signature

Vice President J JAY KEANE  
Printed Name

Vice President  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: L+J ACCESSORIES

Attention: JAY KEANS

Mailing Address: 140 CAWDALE DRIVE  
MAITLAND, FL 32751

E-mail Address: jay@landjaccessories.com

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

LTS ACCESSORIES  
Opt-In Company Name

Jay Keane  
Signature

JAY KEANE  
Printed Name

VICE PRESIDENT  
Title

Att: Eric Somers.

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

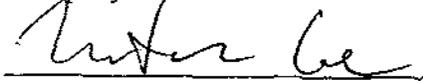
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this notice on or before April 7, 2006 to the address listed above, and that the attached signature page with the opt-in payment of \$40,000 must be received by the California Attorney General on or before April 19, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that your company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

Lee Mode International Inc.

Company Name



Signature

Martin Lee

Printed Name

Comptroller

Title

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Lee Mode Int'l  
Opt-in Company Name

Signature

Martin Lee  
Printed Name

Comptroller  
Title

Comment (KFB1):  
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**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

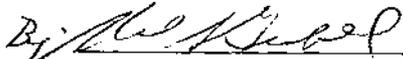
Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

QVC, Inc.  
Company Name

  
Signature

Neal S. Grabell  
Printed Name

Executive Vice President  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: QVC, Inc.

Attention: Neal S. Grabell

Mailing Address: QVC, Inc.  
1200 Wilson Drive  
West Chester, PA 19380

E-mail Address: Neal\_Grabell@qvc.com

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Dated: April 5, 2006

QVC, Inc.  
Opt-In Company Name

*Neal S. Grabell*  
Signature

Neal S. Grabell  
Printed Name

Executive Vice President  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

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**I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE**

Reebok International Ltd.

Company Name

*Diana Wainrib*  
Signature

Diana Wainrib

Printed Name

Senior Counsel

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Reebok International Ltd.

Attention: Diana Wainrib, Esq.

Mailing Address: 1895 J.W. Foster Blvd.  
Canton, MA 02021

• E-mail Address: diana.wainrib@reebok.com

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Dated: April 3, 2006

Reebok International Ltd.  
Opt-In Company Name

*Diana Wainrib*  
Signature

Diana Wainrib  
Printed Name

Senior Counsel  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

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**I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE**

Rogers Sports Management, Inc., dba  
Factory Direct International and South Main Designs

Company Name

  
Signature

L. Kent Rogers

Printed Name

Chief Executive Officer

Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Rogers Sports Management, Inc., dba  
Factory Direct International and South Main Designs

Attention: Kent Rogers

Mailing Address: 337 South Main Street  
P. O. Box 773  
Findlay, OH 45840

E-mail Address: krogers@fdizone.com

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Dated: April 3 ,2006

Rogers Sports Management, Inc., dba  
Factory Direct International and  
Opt-In Company Name  
South Main Designs

  
Signature

L. Kent Rogers  
Printed Name

Chief Executive Officer  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

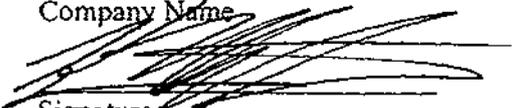
Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

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I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

Saks Incorporated

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

Ken Metzner

\_\_\_\_\_  
Printed Name

Senior Vice President and <sup>Deputy</sup> General Counsel 

\_\_\_\_\_  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be list-ed in Exhibit F) is as follows:

Company Name: Saks Incorporated

Attention: Meredith D. Fogel  
Assistant General Counsel

Mailing Address: Saks Incorporated  
12 East 49th Street  
New York, NY 10017

Phone: 212-451-3698

Fax: 212-940-5291

E-mail Address: Meredith.Fogel@S5a.com

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Dated: <i>March 30</i> , 2006	Saks Incorporated
	Opt-In Company Name
	 Signature
	Ken Metzner
	Printed Name
	Senior Vice President and <i>Deputy</i> General Counsel
	Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

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I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

SEQUIN, LLC  
Company Name

  
Signature

RICHARD J. RANK JR  
Printed Name

CHIEF FINANCIAL OFFICER  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: SEQUIN, LLC

Attention: R.J. RENK JR

Mailing Address: PO BOX 24155  
MPLS, MN 55424

E-mail Address: rjrenk@sequin-nyc.com

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Dated: , 2006

SEEDWIN, LLC  
Opt-In Company Name

  
Signature

RICHARD J. PENK JR  
Printed Name

CHIEF FINANCIAL OFFICER  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargin@fulbright.com).

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I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

THE GAP, Inc.  
Company Name

[Signature]  
Signature

JANA P. VESPER  
Printed Name

Assoc. General Counsel  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name:

THE GAP, Inc.

Attention:

General Counsel

Mailing Address:

Two Folsom St.  
SAN FRANCISCO, CA 94105

E-mail Address:

LEGAL@GAP.COM

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Dated: 3/27, 2006

THE GAP, INC  
Opt-In Company Name

[Handwritten Signature]  
Signature

JANA P. VESPER  
Printed Name

ASSOC. GENERAL COUNSEL  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

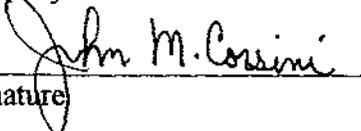
Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this completed notice on or before April 7, 2006 to the address listed above, and that the attached Exhibit F notice information page, signature page, and opt-in payment of \$40,000 must be received by the California Attorney General on or before April 7, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that the undersigned company does not meet the criteria, it is understood that any payments will be returned.

**I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE**

Uncas Manufacturing Company  
Company Name

  
Signature

John M. Corsini  
Printed Name

CEO & President  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: Uncas Manufacturing Company

Attention: John M Corsini

Mailing Address: 150 Niantic Avenue  
Providence, RI 02907

E-mail Address: JCORSINI@UNCAS.COM

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Dated: April 18, 2006

Uncas Manufacturing Company  
Opt-In Company Name

John M. Corsini  
Signature

John M Corsini  
Printed Name

CEO & President  
Title

**NOTICE OF INTENT TO OPT-IN TO  
PROPOSITION 65 JEWELRY CONSENT JUDGMENT**

Harrison M. Pollak  
Deputy Attorney General  
Office of the California Attorney General  
1515 Clay Street, 20th Floor  
P.O.B. 70550  
Oakland, CA, 94612  
harrison.pollak@doj.ca.gov

Please take notice that the undersigned company desires to become an Opt-In Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG 04-162075 on February 21, 2005 (the "Consent Judgment"). The undersigned company understands that it must return this notice on or before April 7, 2006 to the address listed above, and that the attached signature page with the opt-in payment of \$40,000 must be received by the California Attorney General on or before April 22, 2006. Finally, a copy of this Notice must be sent to Defendants' Liaison Counsel at Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071 (jmargulies@fulbright.com).

The undersigned company understands that it must meet the criteria for an opt-in defendant under the Consent Judgment and the Stipulation for Entry of Consent Judgment, and that the California Attorney General will review each Notice of Intent to Opt-In to ensure that the undersigned company meets such criteria. If it is determined that your company does not meet the criteria, it is understood that any payments will be returned.

I HAVE READ AND UNDERSTOOD  
THE CONSENT JUDGMENT AND THIS NOTICE

Vine Products Mfg. Company  
Company Name

Barry J. Vine  
Signature

Barry J. Vine  
Printed Name

President  
Title

Pursuant to Consent Judgment Section 8.1, my company's notice information (to be listed in Exhibit F) is as follows:

Company Name: VINE PRODUCTS MANUFACTURING COMPANY

Attention: BARRY J. VINE

Mailing Address: 655 FIRST AVENUE, P.O. BOX 469  
WEST HAVEN, CT 06516-0469

E-mail Address: vine.prod.mfg@snet.net

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Dated: _____, 2006	<i>Vine Products</i> Opt-in Company Name
	<i>Barry J. Vine</i> Signature
	<i>Barry J. Vine</i> Printed Name
	<i>President</i> Title

**EXHIBIT H**

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.  
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511  
Service List

**PLAINTIFFS**

<p>Babak Naficy, Esq. Law Office of Babak Naficy 1204 Nipomo Street San Luis Obispo, CA 93401 E-mail: <a href="mailto:babaknaficy@sbcglobal.net">babaknaficy@sbcglobal.net</a> <i>Attorney for As You Sow</i></p>	<p>Eric Somers, Esq. Angela Walker, Esq. Lexington Law Group, LLP 1627 Irving Street San Francisco, CA 94122 E-mail: <a href="mailto:esomers@lexlawgroup.com">esomers@lexlawgroup.com</a> <a href="mailto:awalker@lexlawgroup.com">awalker@lexlawgroup.com</a> <i>Attorneys for Center for Environmental Health</i></p>
---	---

**DEFENDANTS**

<p>Brandon Block Buchalter Nemer, A Professional Corporation 1000 Wilshire Blvd., Suite 1500 Los Angeles, CA 90017-2457 E-mail: <a href="mailto:bblock@buchalter.com">bblock@buchalter.com</a> <i>Attorney for Charlotte Russe, Inc.</i></p>	<p>Stuart Bodker McDowell, Rice, Smith &amp; Buchanan, APC Skelly Building Suite 350 605 West 47th Street Kansas City, MO 64112 E-mail: <a href="mailto:sbodker@mcdowellrice.com">sbodker@mcdowellrice.com</a></p> <p>David S. White White, Bordy and Levey, LLP 1880 Century Park East, Suite 200 Los Angeles, CA 90067-1602 <a href="mailto:dswwhite@wblaw.com">dswwhite@wblaw.com</a> <i>Attorneys for The Gerson Company</i></p>
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*Attorneys for Limited Too Store Planning, Inc.;  
Too, Inc.*

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.  
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511  
Service List

<p>Lisa Halko, Esq.  Greenberg Traurig LLP  1201 K Street, Suite 1100  Sacramento, CA 95814-3938  E-mail: <a href="mailto:lhalko@lmlaw.com">lhalko@lmlaw.com</a>  <i>Attorney for Express, LLC</i></p>	<p>Anthony Garvin, Esq.  Morgan Lewis &amp; Bockus, LLP  One Market, Spear Street Tower  San Francisco, CA 94705  E-mail: <a href="mailto:agarvin@morganlewis.com">agarvin@morganlewis.com</a>  <i>Attorney for Charming Shoppes, Inc.; Lane Bryant, Inc.</i></p>
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<p>Steven C. Kim  Steven C. Kim &amp; Associates  3701 Wilshire Blvd., Suite 1040  Los Angeles, CA 90010  E-mail: <a href="mailto:stevenckim@sbcglobal.net">stevenckim@sbcglobal.net</a>  <i>Attorney for Conerstone Apparel, Inc.</i></p>	<p>Alan Maler, Esq.  Greenberg Traurig, LLP  2450 Colorado Ave, Suite 400E  Santa Monica, CA 90404  E-mail: <a href="mailto:MalerA@GTLAW.com">MalerA@GTLAW.com</a>  <i>Attorney for CBI Distributing Corporation Claire's Boutiques, Inc.; Claire's Stores, Inc.</i></p>
<p>Jeff Margulies, Esq.  Fulbright &amp; Jaworski LLP  555 South Flower Street, 41st Floor  Los Angeles, CA 90071  E-mail: <a href="mailto:jmargulies@fulbright.com">jmargulies@fulbright.com</a>  <i>Attorney for The New 5-7-9 and Beyond, Inc.; A.I.J.J. Entrprises, Inc.; Burlington Coat Factory Warehouse Corporation; Federated Department Stores, Inc.; Hot Topic, Inc.; The May Department Stores Company; J.C. Penny Corporation, Inc.; Macy's West, Inc.; Mervyn's; Nordstrom, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Ross Stores, Inc.; Target Corporation; The Buckle, Inc. Toys 'R' Us, Inc.</i></p>	<p>Rosemary T. McGuire, Esq.  Weakly, Ratliff, Arendt &amp; McGuire, LLP  1630 East Shaw Avenue, Suite 176  Fresno, CA 93710  E-mail: <a href="mailto:Rose@wrlaw.com">Rose@wrlaw.com</a>  <i>Attorney for Gottschalks, Inc.</i></p>

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.  
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511  
Service List

<p>Martin H. Orlick  Jeffer, Mangels, Butler &amp; Marmaro LLP  Two Embarcadero Center, 5th Floor  San Francisco, CA 94111-3824  E-mail: <a href="mailto:Morlick@jmbm.com">Morlick@jmbm.com</a>  <i>Attorney for Forever 21 Retail, Inc.; Forever 21, Inc.</i></p>	<p>Michael Steel, Esq.  Pillsbury Winthrop LLP  P.O. Box 7880  San Francisco, CA 94120-7880  E-mail: <a href="mailto:msteel@PillsburyWinthrop.com">msteel@PillsburyWinthrop.com</a>  <i>Attorney for Joe Boxer Company, LLC; Kmart Corporation; Windsong Allegiance Group, LLC</i></p>
<p>Zachary Walton, Esq.  Jodi Smith, Esq.  Paul, Hastings, Janofsky &amp; Walker LLP  55 Second Street, 24th Floor  San Francisco, California 94105-3441  E-mail: <a href="mailto:zacharywalton@paulhastings.com">zacharywalton@paulhastings.com</a>  <a href="mailto:jodismith@paulhastings.com">jodismith@paulhastings.com</a>  <i>Attorneys for Group USA Apparel, Inc.</i></p>	<p>David Wood, Esq.  Marisa M. Yee, Esq.  Wood, Smith, Henning &amp; Berman, LLP  10960 Wilshire Boulevard, Suite 1800  Los Angeles, CA 90024-3702  E-mail: <a href="mailto:dwood@wshblaw.com">dwood@wshblaw.com</a>  <a href="mailto:myee@wshblaw.com">myee@wshblaw.com</a>  <i>Attorneys for Sears Roebuck &amp; Co.</i></p>
<p>Damien Capozzola, Esq.  Kirkland &amp; Ellis LLP  777 South Figueroa Street  Los Angeles, California 90017-5800  E-mail: <a href="mailto:dcapozzola@kirkland.com">dcapozzola@kirkland.com</a>  <i>Attorney for Lerner New York, Inc.</i></p>	<p>Jack Dittoe  Reed Smith LLP  1999 Harrison Street  Oakland, CA 94612-3572  E-mail: <a href="mailto:jdittoe@reedsmith.com">jdittoe@reedsmith.com</a>  <i>Attorney for Aeropostale, Inc.; American Wagle Outfitters, Inc.</i></p>
<p>Elizabeth Deen  Cooper, White &amp; Cooper LLP  201 California Street, 17<sup>th</sup> Floor  San Francisco, CA 94111  E-mail: <a href="mailto:eedeen@cwlaw.com">eedeen@cwlaw.com</a>  <i>Attorney for Cost Plus, Inc.</i></p>	<p>Renee Wasserman  Rogers Joseph O'Donnell &amp; Phillips  311 California Street, 10<sup>th</sup> Floor  San Francisco, CA 94104-2695  E-mail: <a href="mailto:rwasserman@rjop.com">rwasserman@rjop.com</a>  <i>Attorney for Walgreen Company</i></p>
<p>Robert D. Wyatt, Esq.  Eileen M. Nottoli, Esq.  Allen Matkins Leck Gamble Mallory &amp; Natsis LLP  Three Embarcadero Center, 12<sup>th</sup> Floor  San Francisco, CA 94111-4074  E-mail: <a href="mailto:rw Wyatt@allenmatkin.com">rw Wyatt@allenmatkin.com</a>  <a href="mailto:enottoli@allenmatkins.com">enottoli@allenmatkins.com</a>  <i>Attorney for Vendors</i></p>	<p>Laurel Drach  Chace Rutenberg &amp; Freedman  One Park Row, Suite 300  Providence, RI 02903  E-mail: <a href="mailto:ldrach@crfllp.com">ldrach@crfllp.com</a>  <i>Attorney for Allison Reed Group dba P&amp;B Manufacturing; J. Roth Enterprises</i></p>

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.  
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511  
Service List

<p>Karleen M. O'Connor  Cox, Castle &amp; Nicholson LLP  555 Montgomery Street, Suite 1500  San Francisco, CA 94111  E-mail: <a href="mailto:koconnor@coxcastle.com">koconnor@coxcastle.com</a>  Attorney for <i>Barry-Owens, Inc.</i>; <i>QVC, Inc.</i>;  <i>Cathedral Art Metal Company, Inc.</i>; <i>Uncas  Manufacturing Company</i></p>	<p>Meredith Fogel  12 E. 49<sup>th</sup> Street  New York, NY 10017  Attorney for <i>Saks, Inc.</i></p>
<p>Manuel A. Martinez  Stein &amp; Lubin LLP  600 Montgomery Street, 14<sup>th</sup> Floor  San Francisco, CA 94111  E-mail: <a href="mailto:mmartinez@steinlubin.com">mmartinez@steinlubin.com</a>  Attorney for <i>Cookie Lee, Inc.</i></p>	<p>Jeffrey Schall  Wang &amp; Schall  11 West 42<sup>nd</sup> Street, Suite 900  New York, NY 10036  E-mail: <a href="mailto:jschall@wangandschall.com">jschall@wangandschall.com</a>  Attorney for <i>Fada International Corporation</i></p>
<p>John L. Deal  Dollar Tree Stores, Inc.  500 Volvo Parkway  Chesapeake, VI 23320  E-mail: <a href="mailto:jdeal@dollartree.com">jdeal@dollartree.com</a>  Attorney for <i>Greenbrier International, Inc.</i>, a  wholly owned subsidiary of <i>Dollar Tree Stores,  Inc.</i></p>	<p>Michael H. Feldhuhn  56 Pine Street, Suite 200  Providence, RI 02903  E-mail: <a href="mailto:mike@feldhuhn.com">mike@feldhuhn.com</a>  Attorney for <i>Jonette Jewelry Company</i></p>
<p>Henry Hong K. Jung  Jung &amp; Associate  470 Park Avenue, Suite 4 North  New York, NY 10016  Attorney for <i>Lee Mode International Inc.</i></p>	<p>Jay Keane  L &amp; J Accessories  140 Candace Drive  Maitland, FL 32751  E-mail: <a href="mailto:jay@landjaccessories.com">jay@landjaccessories.com</a>  Attorney for <i>Linda &amp; Jay Keane dba L&amp;J  Accessories, Inc.</i></p>
<p>Keith Wexelblatt  Reebok Incorporated  1895 J.W. Foster Boulevard  Canton, MA 02021  E-mail: <a href="mailto:keith.wexelblatt@reebok.com">keith.wexelblatt@reebok.com</a>  Attorney for <i>Reebok International LTD</i></p>	<p>William E. Clark  Drake, Phillips, Kuenzli &amp; Clark  301 South Main St., Suite 3  Findlay, OH 45840  E-mail: <a href="mailto:wclark@findlaylaw.com">wclark@findlaylaw.com</a>  Attorney for <i>Rogers Sports Management</i></p>

People v. Burlington Coat Factory Warehouse Corporation, et al., etc.  
Case Nos. RG 04-162037; RG 04-162075; RG 04 169511  
Service List

<p>RJ Renk Sequin LLC 4915 W. 38<sup>th</sup> Street, Suite 106 Minneapolis, MN 55416 E-mail: <a href="mailto:rjrenk@sequin-nyc.com">rjrenk@sequin-nyc.com</a> <i>Attorney for Sequin, LLC</i></p>	<p>Kendra Cook Two Folsom Street, 13<sup>th</sup> Floor San Francisco, CA 94105 <i>Attorney for The Gap, Inc.</i></p>
<p>John A. Farnsworth Withers Bergman 157 Church Street P.O. Box 426 New Haven, CT 06502 E-mail: <a href="mailto:john.farnsworth@withers.us.com">john.farnsworth@withers.us.com</a> <i>Attorney for Vine Products Manufacturing Company</i></p>	

**DECLARATION OF SERVICE BY U.S. MAIL**

Case Name: *People v. Burlington Coat Factory Warehouse Corporation, et al.*

Case No.: **RG 04 162075 (Consolidated With Case Nos. RG 04-162037, RG 04 169511)**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

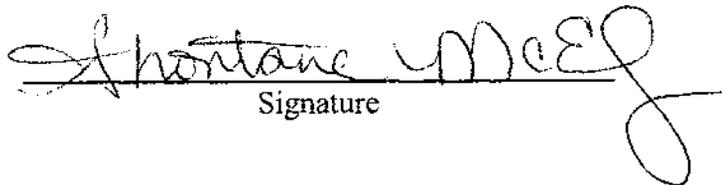
On June 16, 2006, I served the attached **PEOPLE'S NOTICE OF ENTRY OF ORDER GRANTING MOTION TO MODIFY CONSENT AND ENTRY OF MODIFIED CONSENT JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 1515 Clay Street, Suite 2000, P.O. Box 70550, Oakland, California 94612-0550, addressed as follows:

**SEE ATTACHED SERVICE LIST**

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on June 16, 2006, at Oakland, California.

\_\_\_\_\_  
SHONTANE McELROY

Declarant

  
\_\_\_\_\_  
Signature