FULBRIGHT & JAWORSKI L.L.P.
A REGISTERED LIMITED LIABILITY
PARTNERSHIP
JEFFREY B. MARGULIES (BAR NO. 126002)
SUSAN Y. LEE (BAR NO. 222347)
555 South Flower Street
Forty-First Floor
Los Angeles, California 90071

Defendants' Liaison Counsel

ENDORSED
FILED
ALAMEDA COUNTY

FEB 21 2006

CLERK OF THE SUPERIOR COURT
By HOLLIE M. ADAMIC
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA, ex rel. BILL LOCKYER, Attorney General, Plaintiff, v. BURLINGTON COAT FACTORY WAREHOUSE CORPORATION; et al., Defendants.	Lead Case No. RG 04-162075 (Consolidated with Case Nos. RG 04-162037 and RG 04-169511) ORDER ON STIPULATION FOR ENTRY OF JUDGMENT: ORDER [PROPOSED] Date: February 21, 2006 Time: 3:00 p.m. Place: Department 21 Judge: Hon. ~~James Richman~~ ROBERT TREDMAN Reservation Number: 558614
And Related and Consolidated Cases	

WHEREAS, Plaintiffs People of the State of California ex rel. Bill Lockyer, Attorney General, Center for Environmental Health, and As You Sow, and Settling Retailer Defendants AIJJ Enterprises, Inc.; American Eagle Outfitters, Inc.; Aeropostale, Inc.; Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp.; Charlotte Russe, Inc.; Claire's Boutiques, Inc.; Cost Plus, Inc.; Express, LLC; The Limited Stores, Inc.; Victoria's Secret Stores, LLC; Victoria's Secret Direct, LLC; Federated Department Stores, Inc.; Bloomingdales; Forever 21, Inc.; Forever 21 Retail, Inc.; Gottschalks, Inc.; Group USA Apparel, Inc.; Hot Topic, Inc.; Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe Boxer Company, LLC; Kmart Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation; Lane Bryant, Inc.; Catherines,

PREPARED ED PAPER

Inc.; Fashion Bug Retail Companies, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Justice Stores LLC; Longs Drug Stores California, Inc.; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Ross Stores, Inc.; dd's DISCOUNTS; Sears Roebuck and Co.; Styles For Less, Inc.; Target Corporation; The Associated Merchandising Corporation; The Buckle, Inc.; Federated Retail Holdings, Inc. (sued and served herein as "The May Department Stores, Inc."); The New 5-7-9 And Beyond, Inc.; Toys "R" Us, Inc.; Walt Disney World Co. (erroneously sued and served herein as Disney Consumer Products International, Inc. Disneyland International, and Walt Disney Company); Disney Enterprises, Inc.; Walgreen Co.; The Wet Seal Inc.; The Wet Seal Retail, Inc.; Too, Inc.; and Zumiez, Inc., and Initial Settling Vendors Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.; Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee; Catherine Stein Designs, Inc.; Crimzon Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons; FAD Treasures; F.A.F. Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat, Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI Holding Company; Vetta Jewelry, Inc.; and Victoria + Co. LTD have reached agreement on the terms of a settlement that are incorporated in the proposed Consent Judgment attached hereto as Exhibit A;

WHEREAS, the parties to this Stipulation agree to file a joint noticed motion for approval of the Stipulation;

WHEREAS, the parties intend to offer other parties to this matter and other non-parties the opportunity to participate in the Consent Judgment by becoming Add-On Settling Defendants;

IT IS HEREBY STIPULATED among the above parties, by and through Plaintiffs' Liaison Counsel, Defendants' Liaison Counsel and counsel of record for the Initial Settling Vendors as follows:

1. An entity is eligible to become an Add-On Settling Defendant to the Consent Judgment, as that term is defined in Section 2.9 of the Consent Judgment, if it is a "person in the course of doing business" as that term is defined in California Health and Safety Code section 25249.11, subdivision (b), and if it either:

(a) did not receive a 60-Day Notice for any Covered Product prior to January 13, 2006; or

(b) is a Non-Settling Defendant, as defined in Section 1.3 of the Consent Judgment.

2. An entity may become an Add-On Settling Defendant by providing written notice to Plaintiffs' Liaison Counsel, with a copy to Defendants' Liaison Counsel, that it seeks to become an Add-On Settling Defendant. The notice must be received in electronic or paper format by Plaintiffs' Liaison Counsel no later than ~~30~~ 45 days after entry of the Consent Judgment, and the executed signature page and all payments required of the Add-On Settling Defendant by Section 5.2 of the Consent Judgment must be received no later than 45 days after entry of the Consent Judgment.

3. No later than ~~50~~ 65 days after entry of the Consent Judgment, Plaintiffs' Liaison Counsel shall prepare a final list of all Add-On Settling Defendants that have executed the Consent Judgment, and serve the list on all parties via electronic mail.

4. Within ~~75~~ 90 days of the entry of the Consent Judgment, Plaintiffs' Liaison Counsel and Defendants' Liaison Counsel may jointly file an amended Consent Judgment that incorporates any modifications to Sections 1.2 and 5.2 and Exhibits A, E, and F, reflecting the incorporation of Add-On Defendants to the Consent Judgment, as well as signature pages for the Add-On Defendants. The amended Consent Judgment shall be filed and served on all Parties. If

NT PREPARED
YCLED PAPER

no Party objects within 15 days of service thereof, the Court will enter the Amended Consent Judgment and this Consent Judgment will be deemed so amended.

5. Nothing in this Stipulation or Consent Judgment shall preclude any Party from resolving any claim against an entity that is not a Settling Defendant on different terms than are contained in the Consent Judgment.

6. All of the foregoing Plaintiff parties have authorized Plaintiffs' Liaison Counsel to sign this stipulation on their behalf. All of the foregoing Settling Retailer Defendant have authorized Defendants' Liaison Counsel to sign this stipulation on their behalf.

7. For purposes of this Stipulation, Plaintiffs' Liaison Counsel is Deputy Attorney General Harrison M. Pollak, Office of the California Attorney General, 1515 Clay Street, 20th Floor, P.O.B. 70550, Oakland, CA, 94612, harrison.pollak@doj.ca.gov, tel: (510) 622-2183. Defendants' Liaison Counsel is Jeffrey B. Margulies, Esq., Fulbright & Jaworski LLP, 555 South Flower Street, 41st Floor, Los Angeles, CA, 90071, jmargulies@fulbright.com, tel: (213) 892-9286.

IT IS SO STIPULATED

DATED: January 25, 2006

BILL LOCKYER, ATTORNEY GENERAL OF THE STATE OF CALIFORNIA

By _____
Harrison M. Pollak, Deputy Attorney General

And

Plaintiffs' Liaison Counsel on behalf of Plaintiffs Center for Environmental Health and As You Sow

PREPARED ILED PAPER

DATED: January 25, 2006

FULBRIGHT & JAWORSKI L.L.P.

By _____

Jeffrey B. Margulies
Counsel for Defendants AIJJ Enterprises, Inc.; Burlington Coat Factory Warehouse Corporation; Federated Department Stores, Inc.; Bloomingdales; Hot Topic, Inc.; J.C. Penney Corporation, Inc.; Kohl's Department Stores, Inc.; Kohl's Corporation; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Ross Stores, Inc.; dd's DISCOUNTS; Target Corporation; The Associated Merchandising Corporation; The Buckle, Inc.; Federated Retail Holdings, Inc. (sued and served herein as The May Department Stores, Inc.); The New 5-7-9 And Beyond, Inc.; Toys "R" Us, Inc.; and Walt Disney World Co.; and Disney Enterprises, Inc.

And

Defendants' Liaison Counsel on behalf of Defendants American Eagle Outfitters, Inc.; Aeropostale, Inc.; CBI Distributing Corp.; Charlotte Russe, Inc.; Claire's Boutiques, Inc.; Cost Plus, Inc.; Express, LLC; The Limited Stores, Inc.; Victoria's Secret Stores, LLC; Victoria's Secret Direct, LLC; Forever 21, Inc.; Forever 21 Retail, Inc.; Gottschalks, Inc.; Group USA Apparel, Inc.; Hub Distributing, Inc.; Joe Boxer Company, LLC; Kmart Corporation; Lane Bryant, Inc.; Catherines, Inc.; Fashion Bug Retail Companies, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Justice Stores LLC; Longs Drug Stores California, Inc.; Sears Roebuck and Co.; Styles For Less, Inc.; Walgreen Co.; The Wet Seal, Inc.; The Wet Seal Retail, Inc.; Too, Inc.; Windsong Allegiance Group, LLC; and Zumiez, Inc.

DATED: January 19, 2006

ALLEN MATKINS LECK GAMBLE & MALLORY LLP

By _____

Eileen M. Nottoli
Counsel for Initial Settling Vendors Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.; Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d.b.a Carolee; Catherine Stein Designs, Inc.; Crimzon Rose Accessories, Inc.; Danecraft, Inc.; Erica Lyons; FAD Treasures; F.A.F, Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp., d.b.a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Habitat, Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d.b.a Berry Jewelry Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI Holding Company; Vetta Jewelry, Inc.; and Victoria + Co. LTD

PREPARED
ED PAPER

Good cause appearing therefor,

IT IS SO ORDERED.

Dated: February 21, 2006

ROBERT FREEDMAN

~~Hon. James Richman~~

PREPARED
LED PAPER

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

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

1. INTRODUCTION

1.1 On June 23, 2004, plaintiffs the Attorney General of the State of California, on behalf of the People of the State of California ("People"), and the Center for Environmental Health ("CEH"), filed complaints for civil penalties and injunctive relief in this Court. On August 10, 2004, plaintiff As You Sow ("AYS") filed a similar complaint. The complaints allege that the defendants violated the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and the Unfair Competition Law by selling jewelry that contains lead, a chemical known to

NT PREPARED
YCLED PAPER

the State of California to cause cancer and birth defects or other reproductive harm, without providing a clear and reasonable warnings that use of the jewelry would result in exposure to lead.

1.2 On August 27, 2004, the People amended their complaint to substitute the true name of a "Doe" defendant and dismissed a defendant. The following defendants were named and appeared in the People's amended complaint: Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp; Claire's Boutiques, Inc.; Express, LLC; Federated Department Stores, Inc.; J. C. Penney Corporation, Inc.; Kmart Corporation; Macy's West, Inc.; Mervyn's; Nordstrom, Inc; Ross Stores, Inc.; Sears, Roebuck and Company; Target Corporation; and Toys "R" Us, Inc. On January 25, 2006, the People amended their complaint to add the following defendants Adina Inc.; Arden Jewelry Manufacturing Company, Inc.; Ballet Jewels L.L.C.; Bernardo Manufacturing; Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.; Carol Dauplaise Ltd.; Carol for Eva Graham, Inc.; Carole Inc.; Retail Brand Alliance, Inc. d/b/a Carolee; Catherine Stein Designs, Inc.; Chinton Rose Accessories, Inc.; Dancerath, Inc.; Erica Lyons; FAD Treasures; F.A.F. Inc.; Fashion Accents, Inc.; Fiesta Jewelry, Inc.; Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales; Gigi Accessories; Hathat, Inc.; JJamz, Inc.; K&M Associates, L.P.; Kenilworth Creations; Kerissa Creations; Key Item Sales, Inc.; Liz Claiborne, Inc.; Haskell Jewels, LTD; MJM Jewelry Corp., d/b/a Berry Jewelry Company; Orion Fashions, Inc.; Rainbow Sales Incorporated; Jewelry Fashions, Inc.; Scorpio Accessories, LLC; Shalom International Corp.; Stephan & Co.; Tanya Creations, Inc.; TSI Holding Company; Vetta Jewelry, Inc.; and Victoria + Co. LTD ("Initial Settling Vendors"). In addition, on January 25, 2006, the People amended their complaint to add as named defendants the entities listed on Exhibit A as "Affiliate Settling Defendants." Wal-Mart Stores, Inc. was also named in the People's complaint and is not a party to this Consent Judgment. With the exception of Wal-Mart Stores, Inc., the defendants named in the People's complaint that have not been dismissed, are referred to herein as "Attorney General Defendants."

1.3 On October 15, 2004, CEH filed its First Amended Complaint. Since that date, CEH has further amended its First Amended Complaint to substitute the true name of several "Doe" defendants and dismissed several other defendants. The following defendants were named

NT PREPARED
YCLED PAPER

and appeared in CEH's amended complaint: AIJJ Enterprises, Inc.; American Eagle Outfitters, Inc.; Aeropostale, Inc.; Burlington Coat Factory Warehouse Corporation; CBI Distributing Corp.; Claire's Boutiques, Inc.; Cost Plus, Inc.; Federated Department Stores, Inc.; Forever 21, Inc.; Forever 21 Retail, Inc.; Hot Topic, Inc.; Hub Distributing, Inc.; J.C. Penney Corporation, Inc.; Joe Boxer Company, LLC; Kmart Corporation; Kohl's Department Stores, Inc.; Kohl's Corporation; Lane Bryant, Inc.; Lerner New York, Inc.; Limited Too Store Planning, Inc.; Longs Drug Stores California, Inc.; Macy's West, Inc.; Mervyn's, LLC; Monogram International, Inc.; Nordstrom, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; Sears Roebuck and Co.; Styles For Less, Inc.; Target Corporation; The Buckle, Inc.; The May Department Stores, Inc.; The New 5-7-9 And Beyond, Inc.; Walt Disney World Co. (erroneously sued and served herein as Disney Consumer Products International, Inc. Disneyland International, and Walt Disney Company); Walgreen Co.; The Wet Seal, Inc.; The Wet Seal Retail, Inc.; Too, Inc.; and Zumiez, Inc. The following defendants that also were named in CEH's amended complaint are not parties to this Consent Judgment: Cornerstone Apparel, Inc.; Jordache Enterprises, Inc.; Royal Items, Inc.; The Gerson Company; Wal-Mart Stores, Inc. and Windsing Allegiance Group, LLC ("Non-Settling Defendants"). With the exception of the Non-Settling Defendants, the defendants named in CEH's complaint or any amendment thereto, that have not been dismissed, are referred to herein as "CEH Defendants."

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

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

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

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

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

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

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

1.11 The People, CEH, AYS, and Settling Defendants enter into this Consent Judgment as a full and final settlement of all claims that were raised in the Complaints, or which could have been raised in the Complaints, arising out of the facts or conduct alleged therein. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or demonstrating any violations of Proposition 65, the Unfair Competition Act or any other statutory, common law or equitable requirements relating to chromium, lead and/or nickel in jewelry. Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent

T PREPARED
CLED PAPER

Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in this or any other or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in this action.

2. DEFINITIONS

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

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

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

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

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

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

2.4.2.1 Represented in its packaging, display, or advertising, as appropriate for use by Children; or

2.4.2.2 Sold in conjunction with, attached to, or packaged together with other products that are packaged, displayed, or advertised as appropriate for use by Children; or

2.4.2.3 Sized for Children and not intended for use by adults.

T PREPARED
LED PAPER

2.4.2.4 Sold in

2.4.2.4.1 a vending machine; or

2.4.2.4.2 a retail store, catalogue, or online website, in which the Settling Defendant exclusively offers for sale products that are packaged, displayed, or advertised as appropriate for use by Children; or

2.4.2.4.3 those discrete portions of a retail store, catalogue, or online website, in which the Settling Defendant offers for sale products that are packaged, displayed, or advertised as appropriate for use by Children.

2.5 The term "Supplier" means a Person that directly supplies Covered Products to a Settling Defendant or to another entity that offers Covered Products that are or will be offered for retail sale in California. For purposes of Section 3 only, a Settling Defendant shall not be considered a Supplier with respect to any Covered Products it sells to another Settling Defendant that is its parent or subsidiary, or with which it shares a common parent.

2.6 Any time a measurement of lead content is referred to in this Consent Judgment by a percentage, it means percent lead by weight.

2.7 The term "Shipping Compliance Date" means (a) August 1, 2007 for all Covered Products other than Children's Products; and (b) February 1, 2007 for all Children's Products.

2.8 The term "Final Compliance Date" means (a) March 1, 2008 for all Covered Products other than Children's Products; and (b) September 1, 2007 for all Children's Products.

2.9 The term "Initial Settling Defendants" means those Settling Defendants that were named in one or more of the amended complaints filed contemporaneously herewith. The term "Initial Retailer Settling Defendants" means those Initial Settling Defendants who are not Initial Settling Vendors. The term "Add-On Settling Defendants" means those Settling Defendants that join in the Consent Judgment pursuant to the process set forth in the Stipulation for Entry of Judgment. Exhibit A to this Consent Judgment identifies each of the Initial Retailer Settling Defendants, Initial Settling Vendors, and Add-On Settling Defendants that are parties to this Consent Judgment.

3. INJUNCTIVE RELIEF

3.1 Reformulation of Covered Products. After the Shipping Compliance Date, a Settling Defendant that is a Supplier shall not ship Covered Products to a third party for retail sale in California unless the Covered Product complies with Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. After the Final Compliance Date, no Settling Defendant shall: (1) manufacture; (ii) ship; or (iii) sell or offer for sale, Covered Products for retail sale in California unless the Covered Product complies with Section 3.2 or, for Children's Products, Section 3.3 or, for Body Piercing Jewelry, Section 3.4 of this Consent Judgment. Each Settling Defendant shall provide the requirements of this Consent Judgment to its Suppliers of Covered Products no later than 90 days after the Effective Date, and shall request each Supplier to use best efforts to provide compliant product as soon as commercially practicable.

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

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

3.2.1.1 Stainless and surgical steels.

3.2.1.2 Karat gold.

3.2.1.3 Sterling silver.

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

3.2.1.5 Natural and cultured pearls.

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

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

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

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

3.2.1.10 Adhesives.

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

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

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

3.2.2.3 Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California, and for products sold or offered for retail sale in California by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent (200 ppm) lead by weight

3.2.2.4 Dyes, and Surface Coatings containing less than 0.06 percent (600 parts per million) lead. For purposes of this Consent Judgment, "Surface Coating" shall carry the same meaning as "Paint or other similar surface coating" under 16 CFR § 1303.2(b)(1) ("Paint and other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without

a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not include printing inks or those materials which actually become a part of the substrate, such as the pigment in a plastic article, or those materials which are actually bonded to the substrate, such as by electroplating or ceramic glazing.").

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

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

3.3.1 Non-metallic materials that are Class 1 Components;

3.3.2 Non-metallic materials that are Class 2 Components:

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

3.3.4 Glass and crystal decorative components in an amount of no more than 1.0 grams total;

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

3.3.6 Any combination thereof.

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

3.4.1 Surgical Implant Stainless Steel

3.4.2 Surgical Implant grades of Titanium

3.4.3 Niobium (Nb)

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

3.4.5 Solid platinum

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

T PREPARED
CLED PAPER

4. ENFORCEMENT

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

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

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

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

4.1.4 No action to enforce this Consent Judgment may be brought by CEH or AYS unless the Attorney General either joins in such action or provides written non-objection to the proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of Section 4.2.3. The Attorney General agrees to provide either a written objection or written non-objection to a proposed enforcement proceeding within 15 days of receipt of a written request for such a response from CEH or AYS, provided that the Attorney General may extend such 15 day response time by a single extension of an additional 15 days by writing to the requesting party. The fact that the Attorney General provides a written non-objection shall not be construed as endorsement of or concurrence in an enforcement action. Any written non-objection shall be **admissible in court only if a Settling Defendant challenges the right of CEH or AYS to enforce this Consent Judgment for failure to obtain the written non-objection.**

4.2 **Enforcement of Materials Violation.**

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

4.2.2 Service of Notice of Violation and Supporting Documentation.

T PREPARED
CLED PAPER

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

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

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

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

4.2.3 **Notice of Election of Response.** No more than 30 days after receiving a Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person

NT PREPARED
YCLED PAPER

whether it elects to contest the allegations contained in a Notice of Violation ("Notice of Election").

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

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

4.2.4 Meet and Confer. If a Notice of Violation is contested, the Notifying Person, the Attorney General, and all affected Settling Defendants shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement action has been filed, the Settling Defendant may withdraw the original Notice of Election contesting the violation and serve a new Notice of Election conceding the violation. If no informal resolution of a Notice of Violation results, the Notifying Person may by motion or order to show cause before the Superior Court of Alameda, seek to enforce the terms and conditions contained in this Consent Judgment. In any such proceeding, the Attorney General, CEH, and AYS may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

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

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

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

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

4.2.7.2 If the Settling Defendant serves a Notice of Election not to contest the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the Notice of Violation, the Settling Defendant shall make a required contribution in the amount of **$2,500.00 for each Supplier from whom it purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day period. A Settling Defendant retailer is not required to make any payment pursuant to this Section for a Notice of Violation that is served less than six** months after the Final Compliance Date.

4.2.7.3 If the Settling Defendant withdraws a Notice of Election contesting the violation and serves a new Notice of Election not to contest the allegations in a Notice of Violation within 60 days after receipt of the Notice of Violation, and before any enforcement action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant shall make a required contribution in the amount of $7,500.00 for each Supplier from whom it

T PREPARED
CLED PAPER

purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day period.

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

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

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

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

4.2.7.5.3 A Settling Defendant's monetary liability to make required contributions under Section 4.2.7.2 shall be limited to $5,000 for each 30-day period. A Settling Defendant's monetary liability to make required contributions under Section 4.2.7.3 shall be limited to $15,000 for each 30-day period.

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

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

5. PAYMENTS

5.1 **Payments by Initial Settling Defendants.** Within fifteen days of the Effective Date: (i) each Initial Settling Defendant or group of Initial Settling Defendants identified by a

T PREPARED
CLED PAPER

separate number on Exhibit A shall pay the sum of $25,000; and (ii) each Affiliate Settling Defendant listed on Exhibit A shall pay the sum of $10,000, for an aggregate payment of $1,875,000. The settlement payment shall be by check made payable to the Lexington Law Group, LLP Attorney Client Trust Account. The funds paid by the Initial Settling Defendants shall be aggregated and distributed as follows:

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

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

5.1.2.1 The sum of $186,511 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.

5.1.2.2 The sum of $60,342 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.

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

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

5.1.3.2 The sum of $811,870 to CEH.

5.1.3.3 The sum of $ 82,284 to AYS.

5.1.4 The amount of $100,000 as a civil penalty pursuant to Health and Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3202(b). The civil penalty shall be distributed entirely from settlement proceeds paid for by the Initial Settling

ENT PREPARED
YCLED PAPER

Vendors, however this allocation shall not change the amount paid by each Settling Defendant under Section 5.1. The $25,000 portion of the $100,000 penalty allocated pursuant to Health and Safety Code Section 25192(a)(2) shall be divided as follows: $13,250 to CEH; $9,500 to the Office of the California Attorney General; and $2,250 to AYS.

5.1.5 All funds paid to the Attorney General pursuant to Sections 5.1.3.1, 5.2.1.3.3, and 5.2.1.4 shall be placed in an interest-bearing special Deposit Fund established by the Attorney General. Those funds, including any interest derived therefrom, shall be used by the Attorney General, until all funds are exhausted, for the costs and expenses associated with the enforcement and implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), including investigations, enforcement actions, other litigation or activities as determined by the Attorney General to be reasonably necessary to carry out his duties and authority under Proposition 65. Such funding may be used for the costs of the Attorney General's investigation, filing fees, and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, travel, purchase of written materials, laboratory testing, sample collection, or any other cost associated with the Attorney General's duties or authority under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this Section, and any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney General's Office and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

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

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

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

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

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

5.2.1.3.1 35% of the remaining funds from first 31 Add-Ons and 70% of the remainder after 31 Add-Ons 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 5% of the remaining funds from first 31 Add-Ons and 10% of the remainder after 31 Add-Ons 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 10% of the remaining funds from first 31 Add-Ons and 20% of the remainder after 31 Add-Ons to the Office of the California Attorney General. The

NT PREPARED
YCLED PAPER

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 27.3% of the remaining funds from first 31 Add-Ons to the Office of California Attorney General.

5.2.1.4.2 20.1% of the remaining funds from first the Add-Ons to CEH.

5.2.1.4.3 2.6% of the remaining funds from first 31 Add-Ons 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. Distribution of funds for reimbursement of Settlement Related Costs shall be made pursuant to the following:

5.2.2.1 Distribution of funds under this Section shall be apportioned 46.28% to Initial Settling Vendors and 53.72% to the Initial Retailer Settling Defendants, to a cap of $1,065,729.

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

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

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

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

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

(b) $10,000 to each Initial Retailer Settling Defendant whose counsel participated in the Retailers' Mediation Committee, as identified on Exhibit A.

(c) $2,500 to each other Initial Retailer Settling Defendant.

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

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

6. MODIFICATION AND DISPUTE RESOLUTION

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

6.2 **Modification to Reflect Add-On Defendants.** The Attorney General and Defendants' Liaison Counsel may jointly file with the Court an amended Consent Judgment that incorporates any modifications to Sections 1.2 and 5.2 and Exhibits A, E, and F reflecting the

PREPARED ON RECYCLED PAPER

incorporation of Add-On Defendants to this Consent Judgment pursuant to the Stipulation for Entry of Judgment. The amended Consent Judgment shall be filed and served on all Parties. If no Party objects within 15 days of service thereof, the Court will enter the Amended Consent Judgment and this Consent Judgment will be deemed so amended.

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

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

6.4.1 **Limited Reopener of Component Designation for Certain Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been designated as Class 1 Components. The Attorney General, or AYS or CEH with the written non-opposition of the Attorney General, may seek to modify this Consent Judgment by seeking the re-designation of any material described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a Class 2 Component with a lead standard for such material, if, subsequent to the Effective Date, the Attorney General, AYS, or CEH obtain information that demonstrates that such material contains lead and that the use of the material in any Covered Product exposes users of the Covered Product to lead in an amount greater than 0.5 micrograms per day.

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

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

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

T PREPARED
LED PAPER

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

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

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

7. CLAIMS COVERED AND RELEASE

7.1 This Consent Judgment is a full, final, and binding resolution between the People, CEH, AYS, and Settling Defendants, their parents, shareholders, divisions, subdivisions, subsidiaries, partners, sister companies and their successors and assigns ("Defendant Releasees"), and all entities to whom they distribute or sell Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65, Business & Professions Code sections 17200 et seq., or any other statutory or common law claims that have been or could have been asserted in the public interest or on behalf of the general public against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, regarding the failure to warn about exposure to chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed, or sold by Settling Defendants prior to the Effective Date, or any claim

NT PREPARED
YCLED PAPER

based on the facts or conduct alleged in the Complaint, or facts similar to those alleged, whether based on actions committed by Settling Defendants, Defendant Releasees, or Downstream Defendant Releasees. Compliance with the terms of this Consent Judgment by Settling Defendants and Defendant Releasees, resolves any issue from the Effective Date into the future concerning compliance by Settling Defendants, Defendant Releasees and Downstream Defendant Releasees regarding failure to warn about exposure to chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed or sold by Settling Defendants after the Effective Date. This Section shall not apply to any Supplier that is not a Settling Defendant unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

7.2 The People, CEH, and AYS, for themselves and acting on behalf of the public interest pursuant to Health and Safety Code § 25249.7(d) and the general public pursuant to Business and Professions Code § 17204, release, waive, and forever discharge any and all claims against each Settling Defendant, Defendant Releasee, and Downstream Defendant Releasee arising from any violation of Proposition 65, Business & Professions Code sections 17200 et seq., or any other statutory or common law claims that have been or could have been asserted in the public interest or on behalf of the general public regarding the failure to warn about exposure to chromium, lead, and nickel arising in connection with Covered Products manufactured, distributed or sold by Settling Defendants prior to or after the Effective Date, or any claim based on the facts or conduct alleged in the Complaint, or facts similar to those alleged. This Section shall not apply to any Supplier that is not a Settling Defendant unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

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

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

8. PROVISION OF NOTICE

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

9. COURT APPROVAL

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

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

10. GOVERNING LAW AND CONSTRUCTION

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

10.2 The Parties, including their counsel, have participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code section 1654.

11. ATTORNEY'S FEES

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

ENT PREPARED
CYCLED PAPER

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

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

12. ENTIRE AGREEMENT

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

13. RETENTION OF JURISDICTION

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

14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

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

NT PREPARED
YCLED PAPER

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:

Dated: , 2006	**BILL LOCKYER** ATTORNEY GENERAL By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: , 2006	**CENTER FOR ENVIRONMENTAL HEALTH** By _____
Dated: , 2006	AS YOU SOW By _____
Dated: , 2006	**AIJJ ENTERPRISES, INC.** By _____
Dated: , 2006	**RAINBOW APPAREL OF AMERICA, INC.** By _____

IT IS SO STIPULATED:

Dated: 1/25 , 2006	**BILL LOCKYER** **ATTORNEY GENERAL** By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
Dated: , 2006	AS YOU SOW By _____
Dated: , 2006	AIJJ ENTERPRISES, INC. By _____
Dated: , 2006	**RAINBOW APPAREL OF AMERICA, INC.** By _____
Dated: , 2006	**RAINBOW APPAREL DISTRIBUTION CENTER CORP.** By _____

T PREPARED
LED PAPER

IT IS SO STIPULATED:

Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL By _____ HARRISON POLLAK DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
Dated: , 2006	AS YOU SOW By _____
Dated: , 2006	AIJJ, ENTERPRISES, INC. By _____
Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC. By _____
Dated: , 2006	RAINBOW APPAREL DISTRIBUTION CENTER CORP. 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:

Dated: , 2006	BILL LOCKYER ATTORNEY GENERAL By _____ EDWARD G. WEIL SUPERVISING DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
Dated: 1/25 , 2006	AS YOU SOW By _____ LARRY FAHN, EXECUTIVE DIRECTOR
Dated: , 2006	AIJJ ENTERPRISES, INC. By _____
Dated: , 2006	RAINBOW APPAREL OF AMERICA, INC. By _____

MENT PROGRAM
RECYCLED PAPER

IT IS SO STIPULATED:

Dated: , 2006	**BILL LOCKYER** ATTORNEY GENERAL By _____ HARRISON POLLAK DEPUTY ATTORNEY GENERAL
Dated: , 2006	CENTER FOR ENVIRONMENTAL HEALTH By _____
Dated: , 2006	**AS YOU SOW** By _____
Dated: January 10, 2006	AIJJ, ENTERPRISES, INC. By _____ Joseph Chehebar, Vice President
Dated: January 11, 2006	**RAINBOW APPAREL OF AMERICA, INC.** By _____ Joseph Chehebar, Vice President
Dated: January 10, 2006	**RAINBOW APPAREL DISTRIBUTION CENTER CORP.** By _____ Joseph Chehebar, Vice President

Dated: January 10 2006	THE NEW 5-7-9 AND BEYOND, INC. By _____ Joseph Chehebar, Vice President
Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____
Dated: , 2006	CBI DISTRIBUTING CORP. By _____
Dated: , 2006	CLAIRE'S BOUTIQUES, INC. By _____
Dated: , 2006	CHARLOTTE RUSSE, INC. By _____
Dated: , 2006	**COST PLUS, INC.** By _____

Dated: , 2006	**THE NEW 5-7-9 AND BEYOND, INC.** By _____
Dated: 1/12 , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____ Stuart John Haisney General Attorney
Dated: , 2006	**CBI DISTRIBUTING CORP.** By _____
Dated: , 2006	CLAIRE'S BOUTIQUES, INC. By _____
Dated: , 2006	**CHARLOTTE RUSSE, INC.** By _____
Dated: , 2006	**COST PLUS, INC.** By _____

CUMENT PREPARED
N RECYCLED PAPER

Dated: , 2006	THE NEW 5-7-9 AND BEYOND, INC. By _____
Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____
Dated: January 19, 2006	CBI DISTRIBUTING CORP. By [signature] Co-Chief Executive Officer
Dated: January 19, 2006	CLAIRE'S BOUTIQUES, INC. By [signature] Co-Chief Executive Officer
Dated: , 2006	CHARLOTTE RUSSE, INC. By _____
Dated: , 2006	COST PLUS, INC. By _____

Dated: , 2006	**THE NEW 5-7-9 AND BEYOND, INC.** By _____
Dated: , 2006	BURLINGTON COAT FACTORY WAREHOUSE CORPORATION By _____
Dated: , 2006	CBI DISTRIBUTING CORP. By _____
Dated: , 2006	CLAIRE'S BOUTIQUES, INC. By _____
Dated: 1/12 , 2006	CHARLOTTE RUSSE, INC. By _____
Dated: , 2006	**COST PLUS, INC.** **By** _____

Dated: Jan 13, , 2006	EXPRESS, LLC By Douglas L Williams
Dated: Jan 13 , 2006	THE LIMITED STORES, INC. By Douglas L Williams
Dated: Jan 13 , 2006	VICTORIA'S SECRET STORES, LLC By Douglas L Williams
Dated: Jan 13 , 2006	VICTORIA'S SECRET DIRECT, LLC By Douglas L Williams
Dated: , 2006	FEDERATED DEPARTMENT STORES, INC. By _____
Dated: , 2006	**MACY'S WEST, INC.** By _____

Dated: , 2006	EXPRESS, LLC By _____
Dated: , 2006	LIMITED STORES By _____
Dated: , 2006	VICTORIA'S SECRET STORES By _____
Dated: , 2006	VICTORIA'S SECRET DIRECT By _____
Dated: , 2006	VICTORIA'S SECRET BEAUTY By _____
Dated: , 2006	**FEDERATED DEPARTMENT STORES, INC.** By _____

Dated: January 12, 2006	MACY'S WEST, INC. By_____
Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC. By_____
Dated: , 2006	FOREVER 21, INC. By_____
Dated: , 2006	FOREVER 21 RETAIL, INC. By_____
Dated: , 2006	GOTTSCHALKS, INC. By_____
Dated: , 2006	**GROUP USA APPAREL, INC.** By_____

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

Dated: , 2006

TOYS "R" US, INC.

By

Dated: , 2006

THE WALT DISNEY WORLD CO.

By

Dated: , 2006

FOREVER 21, INC. and
FOREVER 21 RETAIL, INC.

By

Dated: 1/3, 2006

By

Dated: , 2006

By

Dated: , 2006

By

Dated: , 2006

By

Dated: , 2006

By

Dated: , 2006	MACY'S WEST, INC. By _____
Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC. By _____
Dated: , 2006	FOREVER 21, INC. By _____
Dated: , 2006	FOREVER 21 RETAIL, INC. By _____
Dated: JAN 11 , 2006	GOTTSCHALKS, INC. By [signature]
Dated: , 2006	GROUP USA APPAREL, INC. By _____

Dated: , 2006	**MACY'S WEST, INC.** By_____
Dated: , 2006	FEDERATED RETAIL HOLDINGS, INC. By_____
Dated: , 2006	**FOREVER 21, INC.** By_____
Dated: , 2006	FOREVER 21 RETAIL, INC. By_____
Dated: , 2006	**GOTTSCHALKS, INC.** By_____
Dated: JAN. 12 , 2006	**GROUP USA APPAREL, INC.** 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 _____

Dated: , 2006	HOT TOPIC, INC. By _____
Dated: , 2006	HUB DISTRIBUTING, INC. By _____ WILLIAM LANGSDORF 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	HUB DISTRIBUTING, INC. By _____
Dated: Aug 20, 2006	J.C. PENNEY CORPORATION, INC. By Cindy A. Conner
Dated: , 2006	KOHL'S CORPORATION By _____
Dated: , 2006	KOHL'S DEPARTMENT STORES, INC. By _____
Dated: , 2006	KMART CORPORATION By _____
Dated: , 2006	JOE BOXER COMPANY, INC. By _____

Dated: , 2006	**HOT TOPIC, INC.** By_____
Dated: , 2006	HUB DISTRIBUTING, INC. By_____
Dated: , 2006	**J.C. PENNEY CORPORATION, INC.** By_____
Dated: JAN. 10 , 2006	KOHL'S CORPORATION By Peggy Eshenaur EVP of Product Development
Dated: JAN. 10 , 2006	**KOHL'S DEPARTMENT STORES, INC.** By Peggy Eshenaur. EVP of Product Development
Dated: , 2006	**KMART CORPORATION** 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: January 17, 2006	KMART CORPORATION By [illegible]
Dated: , 2006	JOE BOXER COMPANY, INC. By _____

DOCUMENT PREPARED ON RECYCLED PAPER

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 _____
Dated: JAN. 19 , 2006	**JOE BOXER COMPANY, INC. – ASSIGNED TO: IP HOLDINGS LLC** By _____ **Warren Clamen, President** IP Holdings and Management Corp. Its Sole Manager

DOCUMENT PREPARED ON RECYCLED PAPER

Dated: , 2006	[redacted] By _____
Dated: January 17, 2006	SEARS ROEBUCK AND CO. By Mary Tortorice
Dated: , 2006	LANE BRYANT, INC. By _____
Dated: , 2006	LERNER NEW YORK, INC. By _____
Dated: , 2006	LIMITED TOO STORE PLANNING, INC. By _____
Dated: , 2006	TOO, INC. By _____

Dated: , 2006	**JOE BOXER COMPANY, INC.** By _____
Dated: , 2006	[redacted] By _____
Dated: , 2006	SEARS ROEBUCK AND CO. By _____
Dated: Jan. 10 , 2006	LANE BRYANT, INC. By _____ Linda M. Madway, Vice President
Dated: , 2006	LERNER NEW YORK, INC. By _____
Dated: , 2006	**LIMITED TOO STORE PLANNING, INC.** By _____

Dated: , 2006	**JOE BOXER COMPANY, INC.** By _____
Dated: , 2006	[redacted] By _____
Dated: , 2006	**SEARS ROEBUCK AND CO.** By _____
Dated: _____, 2006	LANE BRYANT, INC. By _____
Dated: _____, 2006	LERNER NEW YORK, INC. By _____
Dated: , 2006	**LIMITED TOO STORE PLANNING, INC.** By _____

Dated: , 2006	[redacted] By _____
Dated: , 2006	SEARS ROEBUCK AND CO. By _____
Dated: , 2006	LANE BRYANT, INC. By _____
Dated: , 2006	LERNER NEW YORK, INC. By _____
Dated: 1/17 , 2006	LIMITED TOO STORE PLANNING, INC. By William May
Dated: 1/17 , 2006	TOO, INC. By William May

MENT PREPARED ON RECYCLED PAPER

Dated: , 2006	**TOO, INC.** By _____
Dated: February 17, 2006	**LONGS DRUG STORES CALIFORNIA, INC.** Senior Vice President and General Counsel By _____
Dated: , 2006	**MERVYN'S, LLC** By _____
Dated: , 2006	NORDSTROM, INC. By _____
Dated: , 2006	ROSS STORES, INC. By _____
Dated: , 2006	**STYLES FOR LESS, INC.** By _____

Dated: , 2006	**TOO, INC.** By _____
Dated: , 2006	**LONGS DRUG STORES CALIFORNIA, INC.** By _____
Dated: , 2006	MERVYN'S, LLC By _____
Dated: , 2006	NORDSTROM, INC. By _____
Dated: , 2006	ROSS STORES, INC. By _____
Dated: , 2006	**STYLES FOR LESS, INC.** By _____

Dated: , 2006	**LONGS DRUG STORES CALIFORNIA, INC.** By _____
Dated: , 2006	**MERVYN'S, LLC** By _____
Dated: , 2006	NORDSTROM, INC. By Margaret Myers
Dated: , 2006	ROSS STORES, INC. By _____
Dated: , 2006	STYLES FOR LESS, INC. By _____
Dated: , 2006	**TARGET CORPORATION** **By** _____

I PREPARED
CLED PAPER

Dated: , 2006	**LONGS DRUG STORES CALIFORNIA, INC.** By _____
Dated: , 2006	**MERVYN'S, LLC** By _____
Dated: , 2006	NORDSTROM, INC. By _____
Dated: , 2006	ROSS STORES, INC. By MARK S. ASKANAS GENERAL COUNSEL & SENIOR VICE PRESIDENT
Dated: , 2006	STYLES FOR LESS, INC. By _____
Dated: , 2006	**TARGET CORPORATION** By _____

Dated: , 2006	TOO, INC. By _____
Dated: , 2006	LONGS DRUG STORES CALIFORNIA, INC. By _____
Dated: , 2006	MERVYN'S, LLC By _____
Dated: , 2006	NORDSTROM, INC. By _____
Dated: , 2006	ROSS STORES, INC. By _____
Dated: 1-24 , 2006	STYLES FOR LESS, INC. By _____

Dated: , 2006	**LONGS DRUG STORES CALIFORNIA, INC.** By _____
Dated: , 2006	MERVYN'S, LLC By _____
Dated: , 2006	**NORDSTROM, INC.** By _____
Dated: , 2006	ROSS STORES, INC. By _____
Dated: , 2006	STYLES FOR LESS, INC. By _____
Dated: Jan. 12 , 2006	**TARGET CORPORATION** By _____

DOCUMENT PREPARED ON RECYCLED PAPER

Dated: , 2006	**TARGET CORPORATION** By _____
Dated: January 9, 2006	**THE BUCKLE, INC.** By Karen B. Thoads
Dated: , 2006	**TOYS "R" US, INC.** By _____
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	[redacted] By _____
Dated: , 2006	**THE WALT DISNEY WORLD CO.** By _____

Dated: , 2006	THE BUCKLE, INC. By _____
Dated: January 23, 2006	TOYS "R" US, INC. By [signature] S.V.P. Corporate Secretary • Secretary of Worldwide
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	[redacted] By _____
Dated: , 2006	WALT DISNEY WORLD CO. By _____
Dated: , 2006	**THE WET SEAL, INC.** By _____

Dated: , 2006	TARGET CORPORATION By_____
Dated: , 2006	THE BUCKLE, INC. By_____
Dated: , 2006	TOYS "R" US, INC. By_____
Dated: January 11, 2006	WALGREEN CO. By Arthur Jemison
Dated: , 2006	[redacted] By_____
Dated: , 2006	**THE WALT DISNEY WORLD CO.** By_____

Dated: , 2006	THE BUCKLE, INC. By _____
Dated: , 2006	TOYS "R" US, INC. By _____
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	[redacted] By _____
Dated: 1/12 , 2006	WALT DISNEY WORLD CO. By _____
Dated: , 2006	THE WET SEAL, INC. By _____

MENT PREPARED ON RECYCLED PAPER

Received 01/12/2006 03:29PM in 00:46 on line [0] for SL10767 * Pg 2/3
JAN 12 '06 04:34PM CORPORATE LEGAL P.2/3

Dated: , 2006	**THE BUCKLE, INC.** By _____
Dated: , 2006	**TOYS "R" US, INC.** By _____
Dated: , 2006	WALGREEN CO. By _____
Dated: , 2006	[redacted] By _____
Dated: , 2006	WALT DISNEY WORLD CO. By _____
Dated: Jan. 24 , 2006	**THE WET SEAL, INC. AND DBA ARDEN B** By _____ John Luttrell, Chief Financial Officer

Dated: Jan 24, 2006	**THE WET SEAL RETAIL, INC. AND DBA ARDEN B** By _____ 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 _____

Dated: , 2006	**THE WET SEAL, INC.** By _____
Dated: , 2006	**THE WET SEAL RETAIL, INC.** By _____
Dated: , 2006	ZUMIEZ, INC. By B Morris
Dated: , 2006	ADINA, INC. By _____
Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By _____
Dated: , 2006	**BALLET JEWELS, L.L.C.** By _____

Dated: , 2006	**THE WET SEAL, INC.** By _____
Dated: , 2006	**THE WET SEAL RETAIL, INC.** By _____
Dated: , 2006	**ZUMIEZ, INC.** By _____
Dated: 1/10, 2006	ADINA, INC. By _____
Dated: , 2006	**ARDEN JEWELRY MANUFACTURING COMPANY, INC.** By _____
Dated: , 2006	**BALLET JEWELS, L.L.C.** By _____

Dated: , 2006	**THE WET SEAL, INC.** By_____
Dated: , 2006	**THE WET SEAL RETAIL, INC.** By_____
Dated: , 2006	**ZUMIEZ, INC.** By_____
Dated: , 2006	ADINA, INC. By_____
Dated: 1/9 , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By_____
Dated: , 2006	**BALLET JEWELS, L.L.C.** By_____

Dated: , 2006	THE WET SEAL, INC. By _____
Dated: , 2006	THE WET SEAL RETAIL, INC. By _____
Dated: , 2006	ZUMIEZ, INC. By _____
Dated: , 2006	ADINA, INC. By _____
Dated: , 2006	ARDEN JEWELRY MANUFACTURING COMPANY, INC. By _____
Dated: 1/10 , 2006	BALLET JEWELS, L.L.C. By Thomas P. Bazi Chief Executive Officer

Dated: 1/11, 2006	**BERNARDO MANUFACTURING** By _____ 1/11/06
Dated: , 2006	**BUY-RITE COSTUME JEWELRY, INC.** By _____
Dated: , 2006	**BUY-RITE DESIGNS, INC.** By _____
Dated: , 2006	CAROL DAUPLAISE, LTD. By _____
Dated: , 2006	**CAROL FOR EVA GRAHAM, INC.** By _____
Dated: , 2006	**CAROL INCORPORATED** By _____

Dated: , 2006	**BERNARDO MANUFACTURING** By _____
Dated: January 9, 2006	**BUY-RITE COSTUME JEWELRY, INC.** By _____
Dated: , 2006	BUY-RITE DESIGNS, INC. By _____
Dated: , 2006	CAROL DAUPLAISE, LTD. By _____
Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: , 2006	**CAROL INCORPORATED** By _____

Dated: , 2006	**BERNARDO MANUFACTURING** By _____
Dated: , 2006	**BUY-RITE COSTUME JEWELRY, INC.** By _____
Dated: , 2006	**BUY-RITE DESIGNS, INC.** By _____
Dated: , 2006	CAROL DAUPLAISE, LTD. By _____
Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: , 2006	**CAROL INCORPORATED** By _____

Dated: , 2006	**BERNARDO MANUFACTURING** By _____
Dated: , 2006	**BUY-RITE COSTUME JEWELRY, INC.** By _____
Dated: , 2006	**BUY-RITE DESIGNS, INC.** By _____
Dated: 1/11 , 2006	CAROL DAUPLAISE, LTD. By Carol Dauplaise
Dated: , 2006	CAROL FOR EVA GRAHAM, INC. By _____
Dated: , 2006	**CAROL INCORPORATED** By _____

Dated: January 10 , 2006	**CAROL FOR EVA GRAHAM, INC.** Carol Graham 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

Dated: , 2006	**CAROL FOR EVA GRAHAM, INC.** By
Dated: Jan. 9 , 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** **By**
Dated: , 2006	**DANECRAFT, INC.** By

Dated: , 2006	**RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE** By _____ Eugene Feola, Vice President
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC. By _____
Dated: , 2006	DANECRAFT, INC. By _____
Dated: , 2006	**ERICA LYONS** By _____
Dated: , 2006	**FAD TREASURES** 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 By _____
Dated: , 2006	FAD TREASURES By _____

Dated: , 2006	**RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE** By _____
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: January 11, 2006	CRIMZON ROSE ACCESSORIES, INC. By _____ CEO
Dated: , 2006	DANECRAFT, INC. By _____
Dated: , 2006	**ERICA LYONS** By _____
Dated: , 2006	**FAD TREASURES** By _____

Dated: , 2006	**RETAIL BRAND ALLIANCE, INC. D/B/A CAROLEE** By _____
Dated: , 2006	CATHERINE STEIN DESIGNS, INC. By _____
Dated: , 2006	CRIMZON ROSE By _____
Dated: 1/12 , 2006	DANECRAFT, INC. By _____ CEO - DANECRAFT INC.
Dated: , 2006	ERICA LYONS By _____
Dated: , 2006	**FAD TREASURES** By _____

Dated: , 2006	**CATHERINE STEIN DESIGNS, INC.** By _____
Dated: , 2006	CRIMZON ROSE ACCESSORIES, INC. By _____
Dated: , 2006	DANECRAFT, INC. By _____
Dated: , 2006	ERICA LYONS By _____
Dated: , 2006	FAD TREASURES By _____
Dated: , 2006	**F.A.F., INC.** **By** _____

MENT PREPARED
ECYCLED PAPER

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 _____
Dated: , 2006	**ERICA LYONS** By _____
Dated: 1/11 , 2006	**FAD TREASURES** By _____

Dated: 1/11, 2006	**F.A.F., INC.** By _____
Dated: , 2006	FASHION ACCENTS, INC. By _____
Dated: , 2006	FIESTA JEWELRY, INC. By _____
Dated: , 2006	FINESSE NOVELTY CORPORATION, D B A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY By _____
Dated: , 2006	**GIGI ACCESSORIES** By _____
Dated: , 2006	**HABITAT, INC.** By _____

Dated: , 2006	**F.A.F., INC.** By _____
Dated: JAN. 10 , 2006	FASHION ACCENTS, INC. By [signature]
Dated: , 2006	**FIESTA JEWELRY, INC.** By _____
Dated: , 2006	FINESSE NOVELTY CORPORATION By _____
Dated: , 2006	GIGI ACCESSORIES By _____
Dated: , 2006	**HABITAT, INC.** By _____

Dated: , 2006	**F.A.F., INC.** By _____
Dated: , 2006	**FASHION ACCENTS, INC.** By _____
Dated: 1/9 , 2006	**FIESTA JEWELRY, INC.** By _____
Dated: , 2006	FINESSE NOVELTY CORPORATION By _____
Dated: , 2006	**GIGI ACCESSORIES** By _____
Dated: , 2006	**HABITAT, INC.** By _____

Dated: , 2006	**FASHION ACCENTS, INC.** By _____
Dated: , 2006	**FIESTA JEWELRY, INC.** By _____
Dated: January 13, 2006	FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS, AMBIANCE ACCESSORY, AND JEWELRY SALES By _____ President
Dated: , 2006	GIGI ACCESSORIES By _____
Dated: , 2006	HABITAT, INC. By _____
Dated: , 2006	**JJAMZ, INC.** By _____

ENT PREPARED
CYCLED PAPER

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	, 2006	GIGI ACCESSORIES By	
Dated:	, 2006	HABITAT, INC. By	
Dated:	, 2006	JJAMZ, INC. By	
Dated:	, 2006	K&M ASSOCIATES, L.P.	

Dated: , 2006	FASHION ACCENTS, INC. By _____
Dated: , 2006	FIESTA JEWELRY, INC By _____
Dated: , 2006	FINESSE NOVELTY CORP., D/B/A ACCESSORY SOLUTIONS AND AMBIANCE ACCESSORY By _____
Dated: , 2006	GIGI ACCESSORIES By _____
Dated: 1/17 , 2006	HABITAT, INC. By MSc
Dated: , 2006	**JJAMZ, INC.** **By** _____

NT PREPARED
YCLED PAPER

Dated: 1/11, 2006	**JJAMZ, INC.** By W Kunin, Pres. & CEO
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: , 2006	**LIZ CLAIBORNE, INC.** By _____

Dated: 1/13 , 2006	**K&M ASSOCIATES, L.P.** By William Edwards VICE PRESIDENT OF AIMPAR, INC.
Dated: , 2006	**KENILWORTH CREATIONS** By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: , 2006	LIZ CLAIBORNE, INC. By _____
Dated: , 2006	**HASKELL JEWELS, LTD.** **By** _____

MENT PREPARED
RECYCLED PAPER

Dated: , 2006	**JJAMZ, INC.** By _____
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: 1/ 16 , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: , 2006	**LIZ CLAIBORNE, INC.** By _____

Dated: , 2006	**JJAMZ, INC.** By _____
Dated: , 2006	**K&M ASSOCIATES, L.P.** By _____
Dated: , 2006	**KENILWORTH CREATIONS** By _____
Dated: 1/13/06 , 2006	KERISSA CREATIONS By _____
Dated: , 2006	**KEY ITEM SALES, INC.** By _____
Dated: , 2006	**LIZ CLAIBORNE, INC.** By _____

Dated: , 2006	JJAMZ, INC. By _____
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: Jan 12 2006	KEY ITEM SALES, INC. By Celia Raggat
Dated: , 2006	LIZ CLAIBORNE, INC. By _____

Dated: , 2006	**JJAMZ, INC.** By _____
Dated: , 2006	K&M ASSOCIATES, L.P. By _____
Dated: , 2006	KENILWORTH CREATIONS By _____
Dated: , 2006	KERISSA CREATIONS By _____
Dated: , 2006	KEY ITEM SALES, INC. By _____
Dated: January 12, 2006	**LIZ CLAIBORNE, INC.** By _____

Dated: Jan 13, 2006	**HASKELL JEWELS, LTD.** By _____
Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY By _____
Dated: , 2006	ORION FASHIONS, INC. By _____
Dated: , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	JEWELRY FASHIONS, INC. By _____
Dated: , 2006	**SCORPIO ACCESSORIES, LLC** By _____

Dated: , 2006	**HASKELL JEWELS, LTD.** By _____
Dated: 1/10 , 2006	**MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY** By Martha Berry
Dated: , 2006	**ORION FASHIONS, INC.** By _____
Dated: , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	**JEWELRY FASHIONS, INC.** By _____
Dated: , 2006	**SCORPIO ACCESSORIES, LLC** By _____

Dated: , 2006	**HASKELL JEWELS, LTD.** By _____
Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY By _____
Dated: JAN 11 , 2006	ORION FASHIONS, INC. By _____
Dated: , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	JEWELRY FASHIONS, INC. By _____
Dated: , 2006	**SCORPIO ACCESSORIES, LLC** By _____

Dated: , 2006	**HASKELL JEWELS, LTD.** By _____
Dated: , 2006	MJM JEWELRY CORP. By _____
Dated: , 2006	ORION FASHIONS, INC. By _____
Dated: JAN , 11 , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	**JEWELRY FASHIONS, INC.** By _____
Dated: , 2006	**SCORPIO ACCESSORIES, LLC** By _____

Dated: , 2006	HASKELL JEWELS, LTD. By_____
Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY By_____
Dated: , 2006	ORION FASHIONS, INC. By_____
Dated: , 2006	RAINBOW SALES INCORPORATED By_____
Dated: JAN. 12 , 2006	JEWELRY FASHIONS, INC. By_____
Dated: , 2006	SCORPIO ACCESSORIES, LLC By_____

Dated: , 2006	MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY By _____
Dated: , 2006	ORION FASHIONS, INC. By _____
Dated: , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	JEWELRY FASHIONS, INC. By _____
Dated: 1/18/06 , 2006	SCORPIO ACCESSORIES, LLC By Michael J. Wrana
Dated: , 2006	SHALOM INTERNATIONAL, CORP. By _____

NT PREPARED
YCLED PAPER

Dated: , 2006	**MJM JEWELRY CORP., D/B/A BERRY JEWELRY COMPANY** By _____
Dated: , 2006	ORION FASHIONS, INC. By _____
Dated: , 2006	RAINBOW SALES INCORPORATED By _____
Dated: , 2006	JEWELRY FASHIONS, INC. By _____
Dated: , 2006	SCORPIO ACCESSORIES, LLC By _____
Dated: 1/17 , 2006	**SHALOM INTERNATIONAL, CORP.** EDWARD SHOUEL, CFO By _____

CUMENT PREPARED
N RECYCLED PAPER

Dated: , 2006	**SHALOM INTERNATIONAL, CORP.** By_____
Dated: 1/11 , 2006	**STEPHAN & CO.** By_____
Dated: , 2006	TANYA CREATIONS, INC. By_____
Dated: , 2006	TSI HOLDING COMPANY By_____
Dated: , 2006	VETTA JEWELRY, INC. By_____
Dated: , 2006	**VICTORIA + CO., LTD.**
	By_____

Dated: , 2006	**SHALOM INTERNATIONAL, CORP.** By _____
Dated: , 2006	STEPHAN & CO. By _____
Dated: 1/11 , 2006	TANYA CREATIONS, INC. By _____
Dated: , 2006	TSI HOLDING COMPANY By _____
Dated: , 2006	VETTA JEWELRY, INC. By _____
Dated: , 2006	**VICTORIA + CO., LTD.** By _____

Dated: , 2006	**SHALOM INTERNATIONAL, CORP.** By _____
Dated: , 2006	STEPHAN & CO. By _____
Dated: , 2006	TANYA CREATIONS, INC. By _____
Dated: JAN 10 , 2006	TSI HOLDING COMPANY By _____, Vice President
Dated: , 2006	VETTA JEWELRY, INC. By _____
Dated: , 2006	**VICTORIA + CO., LTD.** By _____

Dated: , 2006	**SHALOM INTERNATIONAL, CORP.** By _____
Dated: , 2006	**STEPHAN & CO.** By _____
Dated: , 2006	TANYA CREATIONS, INC. By _____
Dated: , 2006	TSI HOLDING COMPANY By _____
Dated: January 10, 2006	VETTA JEWELRY, INC. By _____ Mary Walsh President
Dated: , 2006	**VICTORIA + CO., LTD.** By _____

Dated: , 2006	**SHALOM INTERNATIONAL, CORP.** By _____
Dated: , 2006	**STEPHAN & CO.** By _____
Dated: , 2006	TANYA CREATIONS, INC. By _____
Dated: , 2006	TSI HOLDING COMPANY By _____
Dated: , 2006	VETTA JEWELRY, INC. By _____
Dated: 1 / 11 , 2006	**VICTORIA + CO., LTD.** RICHARD M. ANDREOLI PRESIDENT / COO By [signature] 1/11/06

Dated: Jan. 10 , 2006	**CATHERINE'S, INC.** By _____ Thomas M. Smith, Vice President
Dated: Jan. 10 , 2006	**FASHION BUG RETAIL COMPANIES, INC.** By _____ John J. Sullivan, Vice President

Dated: 1/4/ , 2006	**AEROPOSTALE, INC.** By _____
Dated: , 2006	AMERICAN EAGLE OUTFITTERS, INC. By _____

Dated: , 2006	AEROPOSTALE, INC. By _____
Dated: 1/13 , 2006	AMERICAN EAGLE OUTFITTERS, INC. By _____

Dated: , 2006	**DD'S DISCOUNTS** By MARK S. ASKANAS GENERAL COUNSEL & SENIOR VICE PRESIDENT

Dated: , 2006	DISNEY ENTERPRISES, INC. By _____
Dated: , 2006	THE ASSOCIATED MERCHANDISING CORPORATION By _____

DOCUMENT PREPARED ON RECYCLED PAPER

Received 01/12/2006 03:29PM in 00:46 on line [0] for SL10767 * Pg 3/3
JAN 12 '06 04:34PM CORPORATE LEGAL P.3/3

Dated: , 2006	DISNEY ENTERPRISES, INC. By _____
Dated: Jan. 12, 2006	THE ASSOCIATED MERCHANDISING CORPORATION By _____

CUMENT PREPARED
N RECYCLED PAPER

Dated: Jan 16 , 2006	**BLOOMINGDALES** By [signature]

Dated: 1/17, 2006	JUSTICE STORES LLC By Sally A. Boyer

Dated: 20 Jan , 2006	MONOGRAM INTERNATIONAL, INC. By Vessiahee

DOCUMENT PREPARED ON RECYCLED PAPER

Dated: , 2006	**COST PLUS, INC.** By _____

JAN 23 2006 17:01

PAGE.02

** TOTAL PAGE.02 **

IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated:

_____

Hon.
Judge of the Superior Court of the State of California

T PREPARED
CLED PAPER

EXHIBIT A (SETTLING DEFENDANTS)

1. INITIAL RETAILER SETTLING DEFENDANTS

A. AIJJ Enterprises, Inc.; Rainbow Apparel of America, Inc.; Rainbow Apparel Distribution Center Corp.; and The New 5-7-9 And Beyond, Inc. (*Mediation Committee*)

Related Companies: Rainbow USA, Inc.; A.I.J.J. Management Co., Inc.; Rainbow Women's Retail Group, Ltd.; Cheb I N.J., Corp.; Spencer of Secaucus, Inc.; Spencer No. 300 Corp.; Coda Emerald, Inc.; Foxbow Realty, Inc.; Rainbow Ashland Apparel, Inc.; Rainbow Northeast Leasing, Inc.; Rainbow Southeast Leasing, Inc.; Rainmoor, Inc.; Rainbow Puerto Rico Stores, Inc.; Kid Spot Emerald, Inc.; Youth Centre, Inc.; Unishop of Nazareth, Inc.; Chaps, Inc.; Children's Wear of Meriden, Inc.; Youth Center of Massachusetts, Inc.; Fashion Gallery, Inc.; Best Price; Brooks; Brooks Fashions; Caren Charles; Emphasis; Fashion Cents; 5-7-9; Foxmoor; Foxmoor Kids; Kids Spot; McCrory; One Price; One Price Clothing; Plymouth; Rainbow; Rainbow Shops; Rainbow Apparel Companies; Rainbow Kids; Rainbow Plus; Rainbow Kids Plus; Size 5-7-9; Size 5-7-9 Shops; Ups & Downs; and Ups N Downs.

B. Aeropostale, Inc.

Related Company: Jimmy'Z Surf Co., Inc.

C. American Eagle Outfitters, Inc.

Related Company: Martin + OSA

D. Burlington Coat Factory Warehouse Corporation (*Mediation Committee*)

E. CBI Distributing Corp. and Claire's Boutiques, Inc. (*Mediation Committee*)

F. Charlotte Russe, Inc.

G. Cost Plus, Inc.

Related Company: Cost Plus Management Services, Inc.

H. Express, LLC (Mediation Committee)

T PREPARED
CLED PAPER

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

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

Affiliate: Bloomingdale's

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

K. Gottschalks, Inc.

L. Group USA Apparel, Inc.

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

N. Hub Distributing, Inc.

Related Companies: Anchor Blue Retail Group, Inc.

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

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

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

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

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

S. Lerner New York, Inc.

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

Affiliate: Justice Stores LLC

U. Longs Drug Stores California, Inc.

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

W. Monogram International, Inc.

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

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

Affiliate: dd's DISCOUNTS

Z. Styles for Less, Inc.

ENT PREPARED
CYCLED PAPER

AA. Target Corporation (*Mediation Committee*)

Affiliate: The Associated Merchandising Corporation

BB. The Buckle, Inc. (*Mediation Committee*)

CC. Toys "R" Us, Inc. (*Mediation Committee*)

DD. Walgreen Co.

Related Company: East-West Distributing Co., a wholly owned subsidiary of Walgreen Co.

EE. Walt Disney World Co. (*Mediation Committee*)

Affiliate: Disney Enterprises, Inc.

FF. The Wet Seal, Inc., and The Wet Seal Retail, Inc. (*Mediation Committee*)

GG. Zumiez, Inc.

2. INITIAL SETTLING VENDORS

A. Adina Inc.

B. Arden Jewelry Manufacturing Company, Inc.

C. Ballet Jewels L.L.C.

D. Bernardo Manufacturing

E. Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.

F. Carol Dauplaise Ltd.

G. Carol for Eva Graham, Inc.

H. Carole Inc.

I. Retail Brand Alliance, Inc. d/b/a Carolee

J. Catherine Stein Designs, Inc.

K. Crimzon Rose Accessories, Inc.

L. Danecraft, Inc.

M. Erica Lyons

N. FAD Treasures

O. F.A.F, Inc.

P. Fashion Accents, Inc.

ENT PREPARED
CYCLED PAPER

Q. Fiesta Jewelry, Inc.

R. Finesse Novelty Corp., d/b/a Accessory Solutions, Ambiance Accessory, and Jewelry Sales

S. Gigi Accessories

T. Habitat, Inc.

U. JJamz, Inc.

V. K&M Associates, L.P.

W. Kenilworth Creations

X. Kerissa Creations

Y. Key Item Sales, Inc.

Z. Liz Claiborne, Inc.

AA. Haskell Jewels, LTD

BB. MJM Jewelry Corp., d/b/a Berry Jewelry Company

CC. Orion Fashions, Inc.

DD. Rainbow Sales Incorporated

EE. Jewelry Fashions, Inc.

FF. Scorpio Accessories, LLC

GG. Shalom International Corp.

HH. Stephan & Co.

II. Tanya Creations, Inc.

JJ. TSI Holding Company

KK. Vetta Jewelry, Inc.

LL. Victoria + Co. LTD

3. ADD-ON DEFENDANTS

ENT PREPARED
CYCLED PAPER

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

CLASS 1 COMPONENTS

Stainless and surgical steels

Karat gold

Sterling silver

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

Natural and cultured pearls.

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

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

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

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

Adhesives

CLASS 2 COMPONENTS

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

ENT PREPARED
CYCLED PAPER

	California, and for products sold or offered for retail sale in California by a Settling Defendant after August 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight ("92 metal") that are electroplated with suitable under and finish coats and that are plated utilizing the Best Management Practices described in Exhibit C.
Unplated metal not defined as Class 1 Components.	1.5%
Metal (plated and unplated) used in Children's Products	0.06% (600 ppm)
Plastic Rubber (e.g., acrylic, polystyrene, plastic beads/stones, polyvinyl chloride (PVC))	0.06%. (600 ppm). For Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in California, and for products sold or offered for retail sale in California by a Settling Defendant after August 31, 2009, this standard shall be no more than 0.02 percent (200 ppm) lead by weight
Dyes, and Surface Coatings	**0.06% (600 ppm)**
Glass and crystal decorative components used in Children's Products	**No more than 1.0 grams total glass or decorative crystal components**

///

///

///

///

ENT PREPARED
CYCLED PAPER

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

NT PREPARED
CLED PAPER

EXHIBIT C (BEST MANAGEMENT PRACTICES FOR PLATING FACILITIES)

PRE-PLATING PROCEDURE

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

The pieces must be activated.

The pieces must be rinsed in clean water before plating.

PLATING BATH MAINTENANCE

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

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

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

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

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

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

Plating tanks must be swept at least weekly.

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

Racks must be stripped at least annually.

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

:NT PREPARED
:YCLED PAPER

PLATING PROCEDURES

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

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

ENT PREPARED
CYCLED PAPER

EXHIBIT D (TESTING PROTOCOLS)

The following test methods must be used and on the basis that (1) one or two samples exceed 300% of component specification limit, (2) three samples exceed 200% of a component specification limit, or (3) four or more samples exceed a component specification limit.

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

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

Except for glass, ceramic, and crystal in Children's Products, all jewelry components samples shall be prepared for testing in accordance with USEPA Method 3050B or 3051 with the following additional notes and exceptions:

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

.T PREPARED
CLED PAPER

	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.
<u>Coatings on Glass and Plastic Pearls</u>.	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 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

T PREPARED
CLED PAPER

	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.
Dyes, paints, coatings, varnish	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. 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.
Glass, ceramic, and crystal used in Children's Product	The components should be free of any extraneous material such as adhesive before they are weighed. The scale used to weight 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.

ENT PREPARED
CYCLED PAPER

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

NT PREPARED
YCLED PAPER

23. K&M Associates, L.P.: A-Line; Anne Klein; Bratz; David and Goliath; Donald Trump; Guess?; MUDD; Panama Jack

24. Kerissa Creations: Harvest Moon

25. Key Item Sales: Ashley B; Memory Maker Photo Jewelry

26. Liz Claiborne Inc.: Axcess; Crazy Horse; Ellen Tracy; First Issue; Intuitions; Juicy Couture; Kenneth Cole; Liz Claiborne; Lucky Brand; Marvella; Marvella Studio; Monet; Monet 2; Reaction; Realities; Trifari; Trifari Pearl; Villager

27. Haskell Jewels, Ltd.: Betsy Johnson; Christopher Radko; JLO by Jennifer Lopez; Miriam Haskell; M. Haskell

28. MJM Company, d/b/a Berry Jewelry: Berry

29. Orion Fashions, Inc.: Kool Konnections

30. Jewelry Fashions Inc.: Robert Rose

31. Stephan & Co.: Stephan & Company Accessories Ltd.

32. Tanya Creations, Inc.: Tanya Creations

33. TSI Holding Company: Alexia; Aressa; Bridal Gallery; EverydayPave'; Giftables; Gifts-To-Go; In Focus; In View; Jezlaine; Luxe; Mellini; Roman; Roman Argento; Roman Especially for You; Roman Fashions; Roman Craftsman; Roman In Design; Roman Sentiments; Roman Signature; Savant; Social Gallery; Stella Moon – Sterling; Sterling Inspirations; Tess Brooks; Vanessa Michaels; Willow Hills – Sterling

34. Vetta Jewelry Inc.: Isabelle; Spring Street; Vetta

35. Victoria + Co.: Bandolino; Bijoux Givenchy; Boutique 58; Easy Spirit; Judith Jack ; l.e.i.; Million Wishes; Napier; Nine West; Tommy Hilfiger; Nine & Co.

ENT PREPARED
CYCLED PAPER

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

For Plaintiff People of the State of California, ex rel. Bill Lockyer, Attorney General:
Harrison M. Pollak
Deputy Attorney General
Department of Justice
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, California 94612-0550
Tel: (510) 622-2133 Fax: (510) 622-2270
Harrison.pollak@doj.ca.gov

For Plaintiff Center for Environmental Health:
Eric S. Somers, Esq.
Mark N. Todzo, Esq.
Howard J. Hirsch, Esq.
Lexington Law Group, L.L.P.
1627 Irving Street
San Francisco, California 94122
Tel: (415) 759-4111 Fax: (415) 759-4112
esomers@lexlawgroup.com
mtodzo@lexlawgroup.com
hhirsch@lexlawgroup.com

For Plaintiff As You Sow:
Babak Naficy, Esq.
Law Office Babak Naficy
1204 Nipomo Street
San Luis Obispo, California 93401
Tel: (805) 593-0926
babaknaficy@sbcglobal.net

For Defendant Aeropostale, Inc.:
Edward M. Slezak
General Counsel
Aeropostale, Inc.
112 West 34th Street, 22nd Floor
New York, NY 10120

NT PREPARED
CLED PAPER

For Defendant American Eagle Outfitters, Inc.:
General Counsel
American Eagle Outfitters, Inc.
150 Thorn Hill Drive
Warrendale, PA 15086-7528

For Defendant Burlington Coat Factory Warehouse Corporation:
Stacy John Haigney
Burlington Coat Factory
263 West 38th Street
New York, NY 10018
Tel: (212) 768-0058 Fax: (212) 391-0074
stacyhaigney@coat.com

For Defendants CBI Distributing Corp. and Claire's Boutiques, Inc.:
CBI Distributing Corp.
Claire's Boutiques, Inc.
Three SW 129th Avenue
Pembroke Pines
Attention: General Counsel's Office

For Defendant Charlotte Russe, Inc.:
Zina Rabinovich
Charlotte Russe Merchandising, Inc.
4645 Morena Boulevard
San Diego, CA 92117

With a copy to:

Jeffrey Kapor, Esq.
Buchalter Nemer
1000 Wilshire Boulevard
Suite 1500
Los Angeles, CA 90017-2457

T PREPARED
LED PAPER

For Defendant Cost Plus, Inc. and its related company, Cost Plus Management Services, Inc.:
Chris Miller, Comptroller
Cost Plus, Inc.
200 Fourth Street
Oakland, CA 94607
Fax: (510) 893-3084

With a copy to:

Marcy J. Bergman, Esq.
COOPER WHITE & COOPER LLP
201 California Street, 17th Floor
San Francisco, CA 94111
Tel: (415) 433-1900/ Fax: (415) 433-5530

For Defendants Express, LLC and its affiliates The Limited Stores, Inc.; Victoria's Secret Stores, LLC; Victoria's Secret Direct, LLC:
Lisa L. Halko
Greenberg Traurig LLP
1201 K Street, Suite 1100
Sacramento CA 95814

With a copy to:

Michael D. Martz
Vorys Sater Seymour & Pease
P.O. Box 1008
52 E. Gay Street
Columbus, Ohio 43216-1008

ENT PREPARED
CYCLED PAPER

For Defendants Federated Department Stores, Inc.; Macy's West, Inc. and Federated Retail Holdings, Inc. d/b/a Robinsons-May; affiliate Bloomingdales:
Christine Brandt
Federated Dept. Stores, Inc.
Law Department Western Region
P.O. Box 7888 - Internal Box 47
San Francisco, CA 94120
Tel: (415) 954-6078/Fax: (415) 393-3034
christine.brandt@fds.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

For Defendants Forever 21, Inc.; Forever 21 Retail, Inc.:
Young Kwon
Forever 21, Inc.
2001 S. Alameda Avenue
Los Angeles, CA 90058

For Defendant Gottschalks, Inc.:
J. Gregory Ambro
Senior Vice President
Chief Financial & Administrative Officer
Gottschalks Inc.
7 River Park Place East
Fresno, CA 93729

For Defendant Group USA Apparel, Inc.:
Mark Koda
Chief Financial Officer
Group USA Apparel Inc.
25 Enterprise Avenue
Secaucus, NJ 07094
Tel: (210) 867-6005
Fax: (210) 867-0719

NT PREPARED
CLED PAPER

For Defendant Hot Topic, Inc.:
General Counsel
18305 E. San Jose Ave.
City of Industry, CA 91748
Tel: (626) 839-4681 x2618/Fax: (626) 771-2309

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

For Defendant Hub Distributing, Inc.:
William Langsdorf
Senior Vice President and Chief Financial Officer
Hub Distributing, Inc.
2501 East Guasti Road
Ontario, CA 91761
billlangsdor@hubdistributing.com

For Defendant J.C. Penney Corporation, Inc.:
Mary G. Tacher
Associate General Counsel - Litigation
J.C. Penney Corporation, Inc.
6501 Legacy Drive
MS 1122
Plano, TX 75024
Tel: (972) 431-1257/Fax: (972) 431-1133/1134
mtacher@jcpenney.com

With a copy to:

Cindy O'Connor
Divisional Merchandise Manager
Fashion Jewelry
6501 Legacy Drive
MS 1122
Plano, TX 75024
Tel: (972) 431-1257/Fax: (972) 431-1133/1134
coconnor@jcpenney.com

PREPARED
LED PAPER

For Defendants Kohl's Corporation and Kohl's Department Stores, Inc.:
General Counsel
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, WI 53051
Tel: (262) 703-2720

For Defendants K-Mart Corporation; Joe Boxer Company, LLC:
Michael J. Steel, Esq.
Pillsbury Winthrop LLP
50 Fremont Street
San Francisco, California 94105-2228
Tel: (415) 983-1000

For Defendant Lane Bryant, Inc. and its affiliates, Catherines, Inc.; Fashion Bug Retail Companies, Inc.:
General Counsel
Lane Bryant, Inc.
450 Winks Lane
Bensalem, PA 19020

General Counsel
Catherines, Inc.
450 Winks Lane
Bensalem, PA 19020

General Counsel
Fashion Bug Retail Companies, Inc.
450 Winks Lane
Bensalem, PA 19020

MENT PREPARED
RECYCLED PAPER

For Defendant Lerner New York, Inc.
Ron Ristau
COO & CFO
New York & Company
450 West 33rd Street, 5th Floor
New York, NY 10001

With a copy to:

Damian D. Capozzola
Kirkland & Ellis LLP
777 South Figueroa Street, 37th Floor
Los Angeles, CA 90017
Tel: (213) 680-8653/Fax: (213) 448-2709

For Defendants Limited Too Store Planning, Inc.; Too, Inc.; affiliate Justice Stores LLC:
Bill May
President and COO
Too, Inc.
8323 Walton Parkway
New Albany, OH 43054

With a copy to:

Georgia Ravitz, Esq.
Arent Fox PLLC
1050 Connecticut Avenue, NW
Washington, D.C. 20036

For Defendant Longs Drug Stores California, Inc.:
William J. Rainey
General Counsel
Longs Drug Stores California, Inc.
P.O. Box 5222
Walnut Creek, CA 94596

With a copy to:

Richard C. Jacobs
Howard Rice Nemerovski Canady Falk & Rabkin
3 Embarcadero Center, 7th Floor
San Francisco, CA 94111

MENT PREPARED
ECYCLED PAPER

For Defendant Mervyn's, LLC:
General Counsel
Mervyn's, LLC
22301 Foothill Blvd.
Mail Stop 4135
Hayward, CA 94541
Tel: (510) 727-5904
ed.beck@mervyns.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

For Defendant Monogram International, Inc.:
Vesiah Lee, President
Monogram International, Inc.
3845 Gateway Centre Boulevard
Pinellas Park, FL 33782

With a copy to:

Sanford Frank
151 Kettles Lane
Medford, NY 11763
Tel: (631) 285-1147/Fax: (631) 615-5011
sfrank2@optonline.net

and

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

For Defendant Nordstrom, Inc.:
Dave Mackie
Corporate Secretary Office
Nordstrom, Inc.
1700 7th Ave.
Seattle, WA 98101

MENT PREPARED
ECYCLED PAPER

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

With a copy to:

Michael S. Lang, Esq.
1000 Pennsylvania Avenue
Brooklyn, NY 11207

and

A.I.J.J. Enterprises, Inc.
Attention: Joseph Chehebar
1000 Pennsylvania Avenue
Brooklyn, NY 11207

For Defendant Ross Stores, Inc. and affiliate dd's DISCOUNTS:
General Counsel
Ross Stores, Inc.
4440 Rosewood Drive
Pleasanton, CA 94588
Phone: 925-965-4415
Fax: 925-965-4169

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

For Defendant Styles for Less, Inc.
Mr. August DeAngelo, II
Vice-President
Styles For Les, Inc.
12728 South Shoemaker Avenue
Santa Fe Springs, California 90670

MENT PREPARED
ECYCLED PAPER

For Defendant Sears, Roebuck and Co.:
David F. Wood, Esq.
Deidre M. Siguenza, Esq.
Wood, Smith, Henning & Berman, LLP
10960 Wilshire Boulevard, Suite 1800
Tel: (310) 481-7600 / Fax: (310) 481-7650
DFW@wshblaw.com
dsiguenza@wshblaw.com

For Defendants Target Corporation and its affiliate Associated Merchandising Corporation:
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

With a copy to:

Tim Baer
General Counsel
Target Corporation
1000 Nicollet Mall
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

ENT PREPARED
CYCLED PAPER

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

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

For Defendant Walgreen Co. and its wholly-owned subsidiary East-West Distributing Co.:
Arthur Jimenez, Esq.
Corporate and Regulatory Law
Walgreen Co.
104 Wilmot Road M S 1447
Deerfield, IL 60015-5223

For Defendant Walt Disney World Co. and affiliate Disney Enterprises, Inc.:
Manny Grace
Senior Vice President, Counsel
The Walt Disney Company
500 S. Buena Vista Street
Burbank, CA 91521
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

IENT PREPARED
CYCLED PAPER

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

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

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

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

IENT PREPARED
CYCLED PAPER

For Vendor Ballet Jewels, LLC:
Ballet Jewels, LLC
121 Hackensack Avenue
River Terminal, Building 12B
Kearny, NJ 07032

With a copy to:

Henry A. Larner
Budd Larner, P.C.
150 JFK Parkway
Short Hills, NY 07078

For Vendor Bernardo Manufacturing:
Chief Financial Officer
Bernardo Manufacturing
54 Taylor Drive
East Providence, RI 02916

For Vendors Buy-Rite Costume Jewelry, Inc. and Buy-Rite Designs, Inc.:
President
Buy-Rite Costume Jewelry, Inc.
Buy -Rite Designs, Inc.
88 Vanderveer Road
Freehold, NJ 07728

For Vendor Carol Dauplaise, Ltd.:
President
Carol Dauplaise, Ltd.
29 West 36th Street, No. 10
New York, NY 10018

For Vendor Carol for Eva Graham, Inc.:
President
Carol for Eva Graham, Inc.
366 Fifth Avenue, No. 704
New York, NY 10001

ENT PREPARED
CYCLED PAPER

For Vendor Carole Inc.:
Chief Executive Officer
Carole Inc.
1607 South Grand Avenue
Los Angeles, California 90015

For Vendor Retail Brand Alliance d/b/a Carolee:
Executive Vice President
Carolee
19 E. Elm Street
Greenwich, CT 06830

With a copy to:

General Counsel
Retail Brand Alliance, Inc.
100 Phoenix Avenue
Enfield, Connecticut 06082

For Vendor Catherine Stein Designs, Inc.:
President
Catherine Stein Designs, Inc.
8 West 38th Street
New York, New York 10018

For Vendor Crimzon Rose Accessories, Inc.
Chief Executive Officer
Crimzon Rose Accessories, Inc.
4 Warren Avenue
Providence, RI 02911

With a copy to:

Josh Teverow, Esq.
555 Pine Street
Providence, RI 02903

For Vendor Dancraft, Inc.:
Chief Executive Offer
Danecraft, Inc.
One Baker Street
Providence, RI 02905-4417

ENT PREPARED
CYCLED PAPER

For Vendor Erica Lyons:
Erica Lyons
13999 S.W. 142nd 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

MENT PREPARED
ECYCLED PAPER

For Vendor Habitat, Inc.:
Habitat, Inc.
5 West 37th 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 35th 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

ENT PREPARED
CYCLED PAPER

For Vendor Liz Claiborne Inc.:
Vice President, Deputy General Counsel and Secretary
Liz Claiborne, Inc.
One Claiborne Avenue
North Bergon, 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 38th Street, 16th 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

T PREPARED
CLED PAPER

For Vendor Stephan & Co.:
President
Stephan & Co.
10 East 38th Street, 9th 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 TSI Holding Company:
President
TSI Holding Company
999 Executive Parkway, Suite 202
St. Louis, MI

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

T PREPARED
CLED PAPER