

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Clifford A. Chanler (Bar No. 135534)  
Josh Voorhees (Bar No. 241436)  
Troy C. Bailey (Bar No. 277424)  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiffs  
ANTHONY E. HELD, Ph.D., P.E. and  
JOHN MOORE

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF MARIN

ANTHONY E. HELD, Ph.D., P.E., and  
JOHN MOORE,

Plaintiffs

v.

ALTICOR, INC.; BALLET JEWELS, LLC; J.C.  
PENNEY CORPORATION, INC; GURWITCH  
PRODUCTS, L.L.C.; LEISURE ARTS, INC.;  
MARC FISHER LLC; MICHAELS STORES,  
INC; THE WALT DISNEY COMPANY;  
TOMMY BAHAMA GROUP, INC.;  
WESTERN DIGITAL CORPORATION;  
WILLIAMS-SONOMA, INC; and DOES 1-150,  
inclusive,

Defendants.

) Case No. CIV1105882  
)  
) **[PROPOSED] CONSENT**  
) **JUDGMENT**

1     **1.     INTRODUCTION**

2             **1.1**     The parties to this [Proposed] Consent Judgment (“Consent Judgment”) are  
3 plaintiffs, Anthony E. Held, Ph.D., P.E. (“Held”) and John Moore (“Moore”) (collectively,  
4 “Plaintiffs”), and the entities that execute this Consent Judgment (“Settling Defendants”).  
5 Settling Defendants and Plaintiffs are the “Parties” to this Consent Judgment.

6             **1.2**     Plaintiffs are individuals residing in the State of California who seek to promote  
7 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating  
8 hazardous substances contained in consumer products. Commencing in late 2010 and  
9 continuing through 2011, 60-Day Notices of Violation under the Safe Drinking Water and Toxic  
10 Enforcement Act of 1986, California Health and Safety Code Section 25249.5 *et seq.*  
11 (“Proposition 65”) were served on the Settling Defendant alleging that the entities named in  
12 those notices violated Proposition 65 by exposing persons to certain phthalate chemicals listed  
13 under Proposition 65 contained in specific consumer products without first providing a clear and  
14 reasonable warning regarding the risk of reproductive harm from such listed chemicals.

15             **1.3**     Each Settling Defendant employs ten or more persons, is a person in the course  
16 of doing business for purposes of Proposition 65, and has received a 60-Day Notice of Violation  
17 alleging that it manufactures, distributes, or offers Covered Products (as further defined in  
18 Section 2.2 below) for sale in the State of California or has done so in the past. Each Settling  
19 Defendant represents that, as of the date it executes this Consent Judgment, it believes that no  
20 public enforcer is diligently prosecuting a Proposition 65 enforcement action related to  
21 Proposition 65 listed phthalate chemicals in its products. Phthalate chemicals listed under  
22 Proposition 65 include di(2-ethylhexyl)phthalate (“DEHP”), butyl benzyl phthalate (“BBP”),  
23 and di-n-butyl phthalate (“DBP”). DEHP, BBP, and DBP are collectively referred to herein as  
24 “Listed Phthalate Chemicals.”

25             **1.4**     On or before December 5, 2011, Held and Moore shall have filed a complaint in  
26 the Superior Court of California for the County of Marin, naming each Settling Defendant and  
27 alleging Proposition 65 violations as to the Listed Phthalate Chemicals in the Covered Products  
28 applicable to each Settling Defendant (hereinafter “Action” or “Complaint”). For any Settling

1 Defendant as to which a 60-Day Notice of Violation has not been issued for at least sixty days  
2 plus service time as of December 5, 2011, provided that no authorized public prosecutor names  
3 such Settling Defendant in a Proposition 65 enforcement action concerning its Covered Products  
4 in the interim, the Complaint and this Consent Judgment shall be deemed amended to include  
5 that Settling Defendant at the time the sixty day plus service time period associated with its 60  
6 Day Notice of Violation has run. Each Settling Defendant shall be responsible for any  
7 appearance fees it is required to pay in the Action.

8       **1.5** The Settling Defendants herein agree to implement reformulation following the  
9 time schedule set forth herein, which will obviate the need for instituting a Proposition 65  
10 warning program with regard to the presence of Listed Phthalate Chemicals in the Covered  
11 Products.

12       **1.6** For purposes of this Consent Judgment only, the Parties stipulate that this Court  
13 has subject matter jurisdiction over the allegations applicable to each Settling Defendant in the  
14 Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in the  
15 Complaint, that venue is proper in the County of Marin, and that this Court has jurisdiction to  
16 enter and oversee this Consent Judgment pursuant to Proposition 65 and California Code of  
17 Civil Procedure § 664.6.

18       **1.7** Nothing in this Consent Judgment is or shall be construed as an admission by the  
19 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with  
20 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
21 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
22 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
23 other legal proceeding. This Consent Judgment is the product of negotiation and compromise  
24 and is accepted by the Parties for purposes of settling, compromising and resolving issues  
25 disputed in this Action.

26  
27  
28

1 **2. DEFINITIONS**

2 **2.1** "Accessible Component" means a poly vinyl chloride or other soft plastic, vinyl,  
3 or synthetic leather component of a Covered Product or Additional Product that could be  
4 touched by a person during reasonably foreseeable use.

5 **2.2** "Covered Products" means and is limited to, for each Settling Defendant, the  
6 specific Covered Products containing a Listed Phthalate Chemical that are sold or offered for  
7 sale or use in California and identified by each Settling Defendant on its Exhibit A that are: (a)  
8 Manufactured (as defined in Section 2.5 below) by or on behalf of a Settling Defendant; (b)  
9 distributed or otherwise transferred to a third party by a Settling Defendant; or (c) sold or  
10 offered for retail sale, including internet and/or catalogue sales, as a Private Label Covered  
11 Product by a Settling Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary,  
12 or affiliated entity within the same corporate family that is under common ownership of the  
13 Private Labeler of such product. Specifically excluded from the definition of Covered Products  
14 are (i) any and all products that are intended primarily for use by persons ages twelve and  
15 younger, and (ii) any products for which an authorized public prosecutor has initiated an  
16 enforcement action pursuant to Proposition 65 prior to the date on which the associated Settling  
17 Defendant has been named in or deemed to be named in the Complaint.

18 **2.3** "Additional Products" means and is limited to, for each Settling Defendant, the  
19 specific Additional Products containing a Listed Phthalate Chemical that are sold or offered for  
20 use in California and identified by each Settling Defendant on its Exhibit A, and that are: (a)  
21 Manufactured (as defined in Section 2.5 below) by a Settling Defendant; (b) distributed or  
22 otherwise transferred to a third party by a Settling Defendant; or (c) sold or offered for retail  
23 sale, including internet and/or catalogue sales, as a Private Label Covered Product by a Settling  
24 Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity  
25 within the same corporate family that is under common ownership of the Private Labeler of such  
26 product. Except as provided under Section 8.6 below, Additional Products are not Covered  
27 Products, but are subject to certain terms of this Consent Judgment, including its injunctive  
28 terms.

1           **2.4**    “Reformulation Standard” means a maximum concentration, by weight, of  
2 DEHP, BBP and DBP each, of 1,000 parts per million or less, in each Accessible Component.

3           **2.5**    “Effective Date” means December 16, 2011.

4           **2.6**    “Manufactured” and “Manufactures” have the meaning defined in Section  
5 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended  
6 from time to time.

7           **2.7**    “Private Label Covered Product” means a Product that bears a private label  
8 where (i) the product (or its container) is labeled with the brand or trademark of an entity other  
9 than the manufacturer of the product, (ii) the entity with whose brand or trademark the product  
10 (or container) is labeled has authorized or caused the product to be so labeled, and (iii) the brand  
11 or trademark of a manufacturer of such product does not appear on such label.

12           **2.8**    “Private Labeler” means an owner or licensee of a brand or trademark on the  
13 label or other packaging of a product which bears a private label; provided, however, that a  
14 Settling Defendant is not a Private Labeler due solely to the fact that its name, brand or  
15 trademark is visible on a sign or on the price tag of a Product that is not labeled with a third  
16 party’s brand or trademark.

17           **2.9**    “Settling Defendant” means a defendant that executes this Consent Judgment on  
18 or before the Effective Date. Parents, subsidiaries, and affiliated entities that are under common  
19 ownership or control with a Settling Defendant, and which are persons in the course of doing  
20 business within the meaning of Proposition 65 with respect to the Covered Products associated  
21 with the Settling Defendant as denominated on Exhibit A, will be deemed to be included as  
22 Settling Defendants under this Consent Judgment to the extent they are specifically  
23 denominated with the listing of the Settling Defendant’s name on Exhibit A (and, if so  
24 denominated on Exhibit A, they shall be subject to the injunctive relief terms set forth herein).

25           **2.10** “Vendor” means a person or entity that Manufactures, imports, distributes, or  
26 otherwise supplies a Covered Product or Additional Product to a Settling Defendant, and that is  
27 not itself a Settling Defendant.

28

1     **3.     INJUNCTIVE RELIEF - REFORMULATION**

2             **3.1     Reformulation Obligation.** No more than 30 days after the Effective Date, each  
3     Settling Defendant shall provide the Reformulation Standard to its then-current Vendors of  
4     Covered Products and Additional Products that will be sold or offered for sale to California  
5     consumers and shall instruct each Vendor to use reasonable efforts to provide Covered Products  
6     and Additional Products that comply with the Reformulation Standard expeditiously. In  
7     addressing the obligation set forth in the preceding sentence, Settling Defendants shall not  
8     employ statements that will encourage a Vendor to delay compliance with the Reformulation  
9     Standard. Upon request, each Settling Defendant shall provide Plaintiffs with copies of such  
10    Vendor notification and Plaintiffs shall regard such copies as confidential business information.

11            **3.1.1**            Commencing on December 15, 2012, a Settling Defendant shall not  
12    purchase, import, manufacture, or supply to an unaffiliated third party (such as a retailer that is  
13    not within the Settling Defendant's corporate family), any Covered Product or Additional  
14    Product (as designated for them on Exhibit A) that will be sold or offered for sale to California  
15    consumers that exceeds the Reformulation Standard.

16            **3.1.2**            Provided that a Settling Defendant has complied with the  
17    Reformulation Obligation set forth in Section 3.1 above, sales of Covered Products that were  
18    purchased, imported, manufactured, or supplied to unaffiliated third parties prior to the deadline  
19    for implementation of the Reformulation Standard set forth in subsection 3.1.1 above shall not  
20    be separately actionable in another case brought pursuant to Section 25249.7(d) of the Health  
21    and Safety Code alleging a failure to warn for the Listed Phthalate Chemicals under Proposition  
22    65.

23     **4.     ENFORCEMENT**

24            **4.1**     Any Party may, by motion or application for an order to show cause before this  
25    Court, enforce the terms and conditions contained in this Consent Judgment.

26  
27  
28

1 **5. PAYMENTS**

2 **5.1 Payments.**

3 **5.1.1** Each Settling Defendant as to whom subsections 5.1.2 and 5.1.3 do  
4 not apply shall pay a base settlement amount totaling \$41,500, of which \$10,000 is for a civil  
5 penalty pursuant to Health and Safety Code Section 25249.7(b), and \$31,500 of which is for  
6 reimbursement of a portion of Plaintiffs' attorneys' fees and costs.<sup>1</sup>

7 **5.1.2 Payment by Settling Defendants with Low Volume Sales.** Settling  
8 Defendants who certify on their Exhibit A that they had California sales of more than 1,000 total  
9 consumer units but less than 3,000 total consumer units of Covered Products and Additional  
10 Products, identified by that Settling Defendant on its Exhibit A, in calendar year 2010 shall pay  
11 \$8,000 in civil penalties pursuant to Health & Safety Code section 25249.7(b) and \$28,000 for  
12 reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

13 **5.1.3 Payment by Settling Defendants with De Minimis Sales.** Settling  
14 Defendants who certify on their Exhibit A that they had California sales of less than 1,000 total  
15 consumer units of Covered Products and Additional Products, identified by that Settling  
16 Defendant on its Exhibit A in calendar year 2010 shall pay \$4,000 in civil penalties pursuant to  
17 Health & Safety Code Section 25249.7(b) and \$24,000 for reimbursement of a portion of  
18 Plaintiffs' attorneys' fees and costs.

19 **5.1.4 Settling Defendants Subject to an Existing Complaint.** If a Settling  
20 Defendant or its Defendant Releasees or Downstream Defendant Releasees is a defendant in  
21 another complaint filed by Moore or Held, alleging a violation of Proposition 65 due to  
22 exposure to DEHP, BBP, and/or DBP in a Covered Product or Additional Product identified by  
23 the Settling Defendant on Exhibit A, and the allegations of that complaint have not been  
24 otherwise resolved at the time it executes the agreement, the Settling Defendant shall pay a

25

26 <sup>1</sup> The initial penalty assessed was \$50,000 of which \$40,000 was automatically credited in light of each Settling  
27 Defendant's commitment to reformulate its product lines to essentially remove the presence of the Listed Phthalate  
28 Chemicals. All statutory civil penalties shall be allocated, as follows: 25% shall be paid to Plaintiffs and the  
remaining 75% shall be paid to the State of California's Office of Environmental Health Hazard Assessment  
("OEHHHA"). The civil penalties recovered by Plaintiffs shall be apportioned with 12.5% going to Held and 12.5%  
going to Moore. This division shall apply to all civil penalties recovered under this Consent Judgment.

1 supplemental charge in addition to the payment required in Sections 5.1.1, 5.1.2, or 5.1.3,  
2 respectively. The supplemental charge shall cover fees and expenses incurred by Plaintiffs for  
3 activities associated with the original filing of said existing complaint, on-going litigation,  
4 and/or activities associated with the subsequent dismissal of said complaint without prejudice.  
5 The supplemental charge shall be \$10,000 if the complaint has been on file for less than 60  
6 days, \$20,000 if the complaint has been on file for 60 days or more and discovery has been  
7 propounded by either Party, and \$35,000 if the complaint has been on file for 180 days or more  
8 and objections and/or substantive responses to discovery have been served on the other Party.

9 **5.2 Payment Procedures.**

10 **5.2.1** All payments required by Section 5.1 shall be delivered on or before  
11 December 16, 2011, and shall be held in trust until the Court approves the Consent Judgment.  
12 Settling Defendants have the option of depositing the required payments into their attorneys'  
13 trust accounts or into The Chanler Group's trust account. If directed to the latter, the settlement  
14 funds shall be made payable by checks, as follows: (a) "The Chanler Group in Trust for  
15 OEHHA" in an amount equal to 75% of the civil penalty; (b) "The Chanler Group in Trust for  
16 Anthony E. Held" in an amount equal to 50% of 25% of the penalty (i.e., 12.5% of the penalty);  
17 (c) "The Chanler Group in Trust for John Moore" in an amount equal to 50% of 25% of the  
18 penalty (i.e., 12.5% of the penalty); and (d) "The Chanler Group in Trust" in the amount  
19 required pursuant to section 5.1 above. If directed to the former, within 5 days after receipt of  
20 notice that the Consent Judgment has been approved, checks made out in the same manner as (a)  
21 – (d) shall be delivered to the Chanler Group by certified mail or by overnight courier service.

22 **5.2.2** After the Consent Judgment has been approved, Settling Defendants shall  
23 issue a 1099 form to each of the following entities: (a) Office of Environmental Health Hazard  
24 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) for the civil penalties  
25 payable to OEHHA; (b) Anthony E. Held, whose address and tax identification number shall be  
26 furnished upon request, for the civil penalties payable to Anthony E. Held; (c) John Moore,  
27 whose address and tax identification number shall be furnished upon request, for the civil  
28



1 penalties payable to John Moore; and (d) The Chanler Group (EIN: 94-3171522) for the  
2 associated amounts to be paid to each pursuant to Sections 5.1 and 5.1.2 above.

3           **5.2.3** If the Court does not approve the Consent Judgment, all funds tendered into  
4 any trust account shall be refunded in full as required by Section 8.4 below.

5           **5.2.4** All payments transmitted to the Chanler Group shall be delivered to the  
6 following address:

7           The Chanler Group  
8           Attn: Proposition 65 Controller  
9           2560 Ninth Street  
10           Parker Plaza, Suite 214  
11           Berkeley, CA 94710

## 12 **6. CLAIMS COVERED AND RELEASED**

13           **6.1** This Consent Judgment is a full, final and binding resolution between Plaintiffs  
14 on behalf of themselves and their privies acting in the public interest, and each Settling  
15 Defendant, and their parents, subsidiaries, affiliated entities that are under common ownership  
16 or control, directors, officers, employees, and attorneys (“Defendant Releasees”), and each  
17 entity to whom they directly or indirectly distribute or sell Covered Products, including but not  
18 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members,  
19 licensors, and licensees (“Downstream Defendant Releasees”) of any violation of Proposition 65  
20 that was or could have been asserted in the Complaint against Settling Defendants, Defendant  
21 Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged  
22 exposure to Listed Phthalate Chemicals contained in Covered Products that were purchased,  
23 imported, manufactured or supplied to a third party by a Settling Defendant prior to the date on  
24 which the Court enters this Consent Judgment or the date on which an amended Exhibit A is  
25 filed with the Court pursuant to Section 8.6 below if that occurs thereafter. This release is  
26 limited to those claims that arise under Proposition 65 with respect to Listed Phthalate  
27 Chemicals in the Covered Products associated with the Settling Defendants, as such claims  
28 relate to the alleged failure to warn under Health & Safety Code § 25249.6 and to only those  
Covered Products designated for each Settling Defendant on Exhibit A, and as to those Covered  
Products and Listed Phthalate Chemicals for which they receive a 60-Day Notice of Violation.

1                   **6.1.1 Downstream Defendant Releasees.** A Settling Defendant may, but is  
2 not required, to list on Exhibit A any or all of its Downstream Defendant Releasees to whom  
3 Section 6 applies. The failure to so list does not affect the release given to the Downstream  
4 Releasees of any Settling Defendant.

5                   **6.2** In further consideration of the promises and agreements herein contained, the  
6 injunctive relief commitments set forth in Section 3, and for the payments to be made pursuant  
7 to Section 5, Plaintiffs on behalf of themselves, their past and current agents, representatives,  
8 attorneys, successors, and/or assignees, and their privies acting in the public interest, hereby  
9 waive all rights to institute or participate in, directly or indirectly, any form of legal action and  
10 release all claims, including, without limitation, all actions, and causes of action, in law or in  
11 equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or  
12 expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of  
13 any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"),  
14 against Settling Defendants, each of their Defendant Releasees, and each of their Downstream  
15 Defendant Releasees. This release is limited to those claims that arise under Proposition 65  
16 with respect to Listed Phthalate Chemicals in the Covered Products associated with the Settling  
17 Defendants, as such claims relate to the alleged failure to warn under Health & Safety Code §  
18 25249.6 and to only those Covered Products designated for each Settling Defendant on Exhibit  
19 A, including as it may be amended pursuant to Section 8.6 below, and as to those Covered  
20 Products and Listed Phthalate Chemicals for which they receive a 60-Day Notice of Violation.

21                   **6.3** Plaintiffs also, in their individual capacity only and *not* in their representative  
22 capacity, provide a release herein which shall be effective as a full and final accord and  
23 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,  
24 damages, losses, claims, liabilities and demands of Plaintiffs of any nature, character or kind,  
25 known or unknown, suspected or unsuspected, arising out of, whether alleged or actual, the  
26 subject matter of the Complaint and including exposure to, any chemical listed under  
27 Proposition 65 in Covered Products or Additional Products as identified by each Settling  
28 Defendant on Exhibit A. Nothing in this Section affects Plaintiffs' rights to commence or

1 prosecute an action under Proposition 65 against a Downstream Defendant Releasee that does  
2 not involve a Settling Defendant's Covered Products or Additional Products as identified on  
3 Exhibit A.

4       **6.4** Settling Defendants waive any and all claims against Plaintiffs, their attorneys,  
5 and other representatives for any and all actions taken or statements made (or those that could  
6 have been taken or made) by Plaintiffs and their attorneys and other representatives, whether in  
7 the course of investigating claims or otherwise seeking enforcement of Proposition 65 against  
8 them in this matter, and/or with respect to the Covered Products and Additional Products.

9       **6.5** Compliance with the terms of this Consent Judgment by a Settling Defendant  
10 constitutes compliance with Proposition 65 with respect to the Listed Phthalate Chemicals in  
11 that Settling Defendant's Covered Products as identified on Exhibit A, including as it may be  
12 amended pursuant to Section 8.6 below.

13       **6.6** Nothing in this Section 6 affects Plaintiffs' or their privies acting in the public  
14 interest, rights to commence or prosecute an action under Proposition 65 against any person  
15 other than a Settling Defendant, Defendant Releasee, or Downstream Defendant Releasee.

16       **6.7** Nothing in this Section 6 affects Plaintiffs' or their privies acting in the public  
17 interest, rights to commence or prosecute an action under Proposition 65 against a Downstream  
18 Defendant Releasee that does not involve a Settling Defendant's Covered Products as identified  
19 on Exhibit A, including as it may be amended pursuant to Section 8.6 below.

20 **7. NOTICE**

21       **7.1** When any Party is entitled to receive any notice under this Consent Judgment,  
22 the notice shall be sent by regular first class mail and electronic mail to the person identified in  
23 Exhibit B to this Consent Judgment. Notices to Plaintiffs shall be addressed to:

24       The Chanler Group  
25       Attn: Proposition 65 Coordinator  
26       Parker Plaza  
27       2560 Ninth Street, Suite 214  
28       Berkeley, CA 94710

Any Party may modify the person and address to whom the notice is to be sent by  
sending each other Party notice by mail and/or other verifiable form of written communication.

1 **8. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

2 **8.1** The Parties acknowledge that, pursuant to California Health & Safety Code §  
3 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. In  
4 furtherance of obtaining such approval, the Parties and their respective counsel agree to  
5 mutually employ their best efforts to support the entry of this agreement as a Consent Judgment  
6 and obtain approval of the Consent Judgment by the Court in a timely manner. For purposes of  
7 this section, best efforts shall include, at a minimum, cooperating on the drafting and filing of  
8 any papers in support of the required motion for judicial approval.

9 **8.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties  
10 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to  
11 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions  
12 reasonably necessary to amend and/or modify this Consent Judgment in order to further the  
13 mutual intention of the Parties in entering into this Consent Judgment.

14 **8.3** If this Consent Judgment is not entered by the Court within one year of the  
15 Effective Date, it shall be of no force or effect and shall never be introduced into evidence or  
16 otherwise used in any proceeding for any purpose other than to determine the rights or  
17 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

18 **8.4** If this Consent Judgment is not entered by the Court, and the Parties have  
19 exhausted their meet and confer efforts pursuant to Section 8.2, upon 15 days written notice, the  
20 law firm holding a Settling Defendant's funds in trust shall refund any and all payments made  
21 into its trust account by that Settling Defendant as requested.

22 **8.5** If this Consent Judgment is entered by the Court, within 15 days after such order  
23 becomes final and the time to appeal has lapsed, Plaintiffs shall dismiss without prejudice any  
24 pending action, aside from this Action, alleging violations of Proposition 65 released herein.

25 **8.6** Upon the written request of a Settling Defendant, made within one year of the  
26 date on which the Consent Judgment is entered by the Court and provided that they determine  
27 that there is a reasonable basis therefore, Plaintiffs shall issue a 60-Day Notice of Violation  
28 pursuant to Health & Safety Code §25249.7, as to one or more of the Settling Defendant's

1 Additional Products, as requested by the Settling Defendant. The Settling Defendant shall  
2 cooperate with Plaintiffs in providing additional information or representations necessary to  
3 enable Plaintiffs to issue such Notice and a valid Certificate of Merit concerning the Additional  
4 Products. Upon the expiration of the requisite notice period, Plaintiffs shall, file with the Court  
5 and serve on the Attorney General's office an amended Exhibit A as to the Settling Defendant to  
6 reflect the conversion of the one or more Additional Products to Covered Products such that  
7 they will also be subject to Sections 6.1, 6.2, and 6.5 above. Pursuant to CCP §§ 1021 and  
8 1021.5, Plaintiffs and their counsel are entitled to and may seek their reasonable fees and costs  
9 incurred issuing the notice and filing the amended Exhibit A, in an amount not to exceed  
10 \$9,500, which payment shall be made to The Chanler Group upon filing of the Amended  
11 Exhibit A; Plaintiff's counsel shall seek Court approval of such fees.

12           **8.7** Upon the written request of a supplier, Manufacturer or distributor whose  
13 Covered Products or Additional Products are subject to a 60-Day Notice issued to a retailer or  
14 other entity in its chain of distribution, made within one year of the date on which the Consent  
15 Judgment is entered by the Court, Plaintiffs shall use reasonable efforts to issue a 60-Day Notice  
16 of Violation pursuant to Health & Safety Code §25249.7, as to one or more of the supplier,  
17 Manufacturer or distributor's Covered Products and/or Additional Products, as requested by the  
18 supplier, Manufacturer or distributor. Such supplier, Manufacturer or distributor shall cooperate  
19 with Plaintiffs in providing information or representations necessary to enable Plaintiffs to issue  
20 such Notice and a valid Certificate of Merit concerning the Covered Products and/or Additional  
21 Products to the supplier, Manufacturer or distributor. Upon the expiration of the requisite notice  
22 period, Plaintiffs shall use reasonable efforts to file a complaint in this Court alleging violations  
23 of Proposition 65 with respect to the supplier, Manufacture or distributor and the Covered  
24 Products and/or Additional Products, and shall seek the Court's approval of a [Proposed]  
25 Consent Judgment incorporating the terms of this settlement agreement, including payment  
26 terms consistent with those set forth in Section 5 of this Consent Judgment, which shall apply to  
27 the supplier, Manufacturer or distributor.

28

1     **9.     ATTORNEYS' FEES**

2             **9.1**     Except as otherwise provided in this Consent Judgment, each Party and their  
3     privies, shall bear its own attorneys' fees and costs, including, but not limited to, claims under  
4     CCP §1021.5 or any other provision of law.

5     **10.    OTHER TERMS**

6             **10.1**    The terms of this Consent Judgment shall be governed by the laws of the State of  
7     California.

8             **10.2**    This Consent Judgment shall apply to and be binding upon Plaintiffs and their  
9     privies, and Settling Defendants, and their respective divisions, subdivisions, and subsidiaries,  
10    and the successors or assigns of any of them.

11            **10.3**    This Consent Judgment contains the sole and entire agreement and understanding  
12    of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and  
13    any and all prior discussions, negotiations, commitments, or understandings related thereto, if  
14    any, are deemed merged. There are no warranties, representations, or other agreements between  
15    the Parties except as expressly set forth in this Consent Judgment. No representations, oral or  
16    otherwise, express or implied, other than those specifically referred to in this Consent Judgment  
17    have been made by any Party. No other agreements not specifically contained or referenced in  
18    this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.  
19    No supplementation, modification, waiver, or termination of this Consent Judgment shall be  
20    binding unless executed in writing by the Party to be bound. No waiver of any of the provisions  
21    of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other  
22    provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

23            **10.4**    Nothing in this Consent Judgment shall release, or in any way affect any rights  
24    that any Settling Defendant might have against any other party, whether or not that party is a  
25    Settling Defendant.

26  
27  
28

1           **10.5.** The stipulations to this Consent Judgment may be executed in counterparts and  
2 by means of facsimile or portable document format (.pdf), which taken together shall be deemed  
3 to constitute one document.

4           **10.6** Each signatory to this Consent Judgment certifies that he or she is fully  
5 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter  
6 into and execute the Consent Judgment on behalf of the Party represented and to legally bind  
7 that Party.

8           **10.7** The Parties, including their counsel, have participated in the preparation of this  
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
10 This Consent Judgment was subject to revision and modification by the Parties and has been  
11 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
12 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any  
13 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
14 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
15 to be resolved against the drafting Party should not be employed in the interpretation of this  
16 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
17 1654.

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: **APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: **DECEMBER 1, 2011**

**AGREED TO:**

Defendant, \_\_\_\_\_  
Entity

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10.7 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.

**IT IS SO STIPULATED:**

**AGREED TO:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED TO:**

Defendant, AMERICAN APPAREL, INC., AMERICAN APPAREL USA, LLC, + AMERICAN APPAREL RETAIL, INC.  
Entity

Joyce Cecilio  
Signature

By: Joyce Cecilio  
Print Name

Its: CHIEF LITIGATION COUNSEL  
Title

Date: 12/21/2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10.7 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.

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

**AGREED TO:**

Plaintiff, JOHN MOORE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED TO:**

Defendant, Amici Accessories, Ltd  
Entity

  
Signature

By: Jim Dunn  
Print Name

Its: President  
Title

Date: 12.15.11

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: **APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: **DECEMBER 1, 2011**

**AGREED TO:**

Defendant, Amway Corp.

Entity

*Kim S Mitchell*

Signature

By: Kim S. Mitchell

Print Name

Its: Assistant Secretary

Title

Date: December 6, 2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: APPROVED  
By Anthony Held at 4:54 pm, Nov 30, 2011

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 11 2011

**AGREED TO:**

Defendant, ARICO INTERNATIONAL USA, INC.

Entity

*Steve Felkowitz*

Signature

By: STEVE FELKOWITZ

Print Name

Its: C.E.O.

Title

Date: 12/13/11

1 IT IS SO STIPULATED:

2 AGREED TO:

AGREED TO:

3 Plaintiff, ANTHONY E. HELD, Ph.D., P.F.

Plaintiff, JOHN MOORE

4 Anthony E. Held  
5 Signature

John Moore  
Signature

6 Date: **APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

Date: DECEMBER 1, 2011

9  
10 AGREED TO:

11 Defendant, Ballet Jewels LLC  
Entity

12 [Signature]  
13 Signature

14 By: Patricia E. M... ..  
15 Print Name

16 Its: DIRECTOR OF FINANCE AND ADMINISTRATION  
17 Title

18 Date: DECEMBER 9, 2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: APPROVED  
By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 1, 2011

AGREED TO:

Defendant, Boss Manufacturing Company  
Entity

*James F. Sanders*

Signature

By: James F. Sanders  
Print Name

Its: Vice President  
Title

Date: 12-15-2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date:

**APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date:

DECEMBER 1, 2011

AGREED TO:

Defendant, *Carole Fabrics Corporation*

Entity

*W. G. G. G.*

Signature

By:

*W. G. G. G.*

Print Name

Its:

*Pres.*

Title

Date:

*12/5/11*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

*Anthony E Held*

*John Moore*

Signature

Signature

Date: **APPROVED**  
*By Anthony Held at 4:54 pm, Nov 30, 2011*

Date: **DECEMBER 1, 2011**

**AGREED TO:**

Defendant, Gurwitch Products, L.L.C.  
Entity

*Scott Widro*

Signature

By: Scott Widro  
Print Name

Its: Executive Vice President Operations & Supply Chain  
Title

Date: 12-7-11



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E. Held*

Signature

Date: **APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 1, 2011

**AGREED TO:**

Defendant, JC Penney

Entity

*Siiri Dougherty*

Signature

By: Siiri Dougherty

Print Name

Its: Div VP/Div Merchandise Manager

Title

Date: DECEMBER 5, 2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

*Anthony E Held*

*John Moore*

Signature

Signature

**APPROVED**

By Anthony Held at 4:54 pm, Nov 30, 2011

Date: DECEMBER 1, 2011

**AGREED TO:**

Defendant, LEISURE ARTS, Inc.  
Entity

*Jim Dittreich*  
Signature

By: JIM DITTRICH  
Print Name

Its: Vice President, Operations  
Title

Date: 7 DEC 2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: APPROVED  
By Anthony Held at 4:54 pm. Nov 30, 2011

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 1, 2011

**AGREED TO:**

Defendant, Levi Strauss & Co.  
Entity

*Tracy M. Preston*

Signature

By: TRACY M. Preston  
Print Name

Its: Global HR & Litigation Counsel  
Title

Date: 12/15/11

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

*Anthony E Held*

*John Moore*

Signature

Signature

Date: **APPROVED**  
*By Anthony Held at 4:54 pm, Nov 30, 2011*

Date: **DECEMBER 1, 2011**

**AGREED TO:**

Defendant, *Marc Fisher LLC*  
Entity

*[Signature]*  
Signature

By: *Matthew Bennis*  
Print Name

Its: *CFO*  
Title

Date: *12/5/11*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

*Anthony E Held*

*John Moore*

Signature

Signature

Date: **APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

Date: **DECEMBER 1, 2011**

**AGREED TO:**

Defendant, MICHAELS STORES, INC.  
Entity

*[Signature]*

Signature

By: MICHAEL J. VEITENAEIMER  
Print Name

Its: SV P & General Counsel  
Title

Date: 12/7/11

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO STIPULATED:

AGREED TO:

AGREED TO:

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

Plaintiff, JOHN MOORE

*Anthony E Held*

*John Moore*

Signature

Signature

Date:

**APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

Date:

DECEMBER 1, 2011

AGREED TO:

Defendant, *MUD PIE LLC*

Entity

*Fred Pannetk*

Signature

By:

*FRED PANNETK*

Print Name

Its:

*PRESIDENT*

Title

Date:

*1-3-2012*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: **APPROVED**  
By Anthony Held at 4:54 pm, Nov 30, 2011

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 1, 2011

**AGREED TO:**

Defendant, Tommy Bahama Group, Inc.  
Entity

*Don Wood*

Signature

By: Don Wood  
Print Name

Its: President's Chief Operating Officer  
Title

Date: 12/12/11

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff. ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: **APPROVED**  
*By Anthony Held at 4:54 pm, Nov 30, 2011*

**AGREED TO:**

Plaintiff. JOHN MOORE

*John Moore*

Signature

Date: **DECEMBER 1, 2011**

**AGREED TO:**

Defendant, Western Digital Corporation  
Entity

*Eva Lehman*

Signature

By: Eva Lehman  
Print Name

Its: Assistant General Counsel  
Title

Date: December 5, 2011



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**

**AGREED TO:**

Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

*Anthony E Held*

Signature

Date: **APPROVED**  
*By Anthony Held at 4:54 pm, Nov 30, 2011*

**AGREED TO:**

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 1, 2011

**AGREED TO:**

Defendant, WILLIAMS - SONOMA, INC.  
Entity

*Janet Hayes*

Signature

By: JANET HAYES  
Print Name

Its: PRESIDENT, POTTERY BARN KIDS AND PBteen  
Title

Date: DECEMBER 5, 2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IT IS SO STIPULATED:

AGREED TO:

Plaintiff, ANTHONY E. HEID, Ph.D., P.E.

*Anthony E. Heid*

Signature

Date: APPROVED  
By Anthony Heid et al. Nov. 30, 2011

AGREED TO:

Plaintiff, JOHN MOORE

*John Moore*

Signature

Date: DECEMBER 1, 2011

AGREED TO:

Defendant, Zone Enterprises of Anaheim, LLC

Entity

*Janet Knox*

Signature

By: Janet Knox  
Print Name

Its: Assistant Secretary  
Title

Date: 12-8-2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

American Apparel, Inc.; American Apparel USA,  
LLC

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

American Apparel Retail, Inc.

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. Bags and other carrying cases

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

AMICI ACCESSORIES, Ltd

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

STYLES FOR LESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. Insert category;
2. Insert category; ...
3. ..

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

1. Insert category; ...
2. Insert category; ...

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
STYLES FUR TRICK HANDBAG, UPC # 416006006100	46
Additional Product Name, SKU, and/or Number	Number of Units Sold

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Amway Corp.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Covered Product Name, SKU, and/or Number	Number of Units Sold
<u>Personal Accents Brittany Jewelry Travel Case,</u> <u>Item #748371</u> _____ _____ _____ _____ _____ _____ _____	<u>88</u> _____ _____ _____ _____ _____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

**EXHIBIT A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**I. Name of Settling Defendant (Mandatory)**

Atico International USA, Inc.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

Walgreen Co.

CVS Pharmacy, Inc.

\_\_\_\_\_

\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. Footwear (e.g., flipflops, sandals, shoes);
2. Covers/cases/bags/cords for mobile electronic devices (e.g., telephones, cameras, MP3 players, CDs/DVDs, videogames, radios, tablets and laptops).

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

1. Handbags, purses, clutches and totes;
2. Hand tools and hardware (including hooks, suction cups, etc.);
3. Key holders, key chains, and key caps;
4. Luggage tags and ID cases;
5. Products with bag charms and zipper pulls attached;
6. Kitchen utensils;
7. Covers/sleeves/handles for books, planners, journals, diaries, and photo albums;
8. Cosmetic/toiletry cases/bags;
9. Mats (sink, tub, auto, welcome, etc.);
10. Chairs and chair pads.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
<u>NOT APPLICABLE</u> _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____
Additional Product Name, SKU, and/or Number	Number of Units Sold
<u>NOT APPLICABLE</u> _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Ballet Jewels, LLC

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Jewelry

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

- 1. Insert category; ...
- 2. Insert category; ...

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**EXHIBIT A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**I. Name of Settling Defendant (Mandatory)**

Boss Manufacturing Company

**II. Name of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. Coats and jackets

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

1. Gloves
2. Pants
3. Aprons
4. Boots/footwear
5. Rainwear/apparel
6. Headwear

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Low Volume or De Minimis Sales Election (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 500 total consumer units, but less than 3,000 total consumer units of Covered Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 500 total consumer units of Covered Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Carole Fabrics Corporation

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are: See below.

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are: None.

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Vinyl fabric, including faux leather fabric, as reflected in Carole Fabrics Corporation's "Mustang" sample book	146

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Gurwitch Products, L.L.C.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. Item 5204630, Laura Mercier Eyelash Curler Bag
- 2.
- 3.

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

- 1.
- 2.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

J. C. Penney Corporation, Inc.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Belts

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

- 1. Wallets and other coin or bill holders
- 2. Handbags, purses, clutches and totes
- 3. Footwear
- 4. Jewelry
- 5. Tub and sink mats
- 6. Apparel (but not including hats or gloves)

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b>Covered Product Name, SKU, and/or Number</b>	<b>Number of Units Sold</b>
_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____
<b>Additional Product Name, SKU, and/or Number</b>	<b>Number of Units Sold</b>
_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____

**EXHIBIT A**

**I. Name of Settling Defendant**     Leisure Arts

**II. Names of Defendant Releasees and Downstream Defendant Releasees**

Tuesday Morning Corp.

Unicorn Books and Crafts

**III. Covered Products and Additional Products Applicable to Settling Defendant**

**Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

<b>Covered Product Name, SKU, and/or Number</b>	<b>Number of Units Sold</b>
Knit Along with Debbie Macomber The Knitter's Complete Journal	554
<b>Additional Product Name, SKU, and/or Number</b>	<b>Number of Units Sold</b>
Debbie Macomber Knitter's Pocket Guide	64
Debbie Macomber Three Pocket Hanging Storage	5
Debbie Macomber Floral Stripe See-Through Bag	3
Debbie Macomber Floral Stripe Tote	1
Debbie Macomber Floral Stripe Project Bag	3
Debbie Macomber Floral Needle Case Large	2
Debbie Macomber Floral Stripe Purse Kit	5
Debbie Macomber Floral/Blue Accessory Bags Set	5
Debbie Macomber Classic Collection Pattern Box	5
Debbie Macomber Needle Sleeves	5
Debbie Macomber Journal Refill	5

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<b>Total Units for all Covered and Additional products</b>	<b>657</b>
--	------------

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory):**

Levi Strauss & Co.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Belts

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

[N/A]

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

[N/A]

1  
2  
3 **Exhibit A**

4 **I. Name of Settling Defendant (Mandatory):** Marc Fisher LLC

5 **II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

6 *Defendant Releasees:* Fisher Design LLC

7 Fisher Licensing LLC

8 Fisher Sigerson Morrison LLC

9 M.B. Fisher LLC

10 Marc Fisher Holdings LLC

11 Marc Fisher Jr Brand LLC

12 Marc Fisher LLC

13 MBF Holdings LLC (Wyoming)

14 MBF Licensing LLC

15 Unisa Fisher Wholesale LLC

16 *Downstream Defendant Releasees:* The entities described in Section 6.1, including but  
17 not limited to Guess?, Inc.

18 **III. Covered Products (Not applicable if electing low volume or de minimis sales)**

19 The Covered Products applicable to the above-stated Settling Defendant are:

20 1. Footwear, including but not limited to the specific footwear identified in Plaintiff

21 John Moore's 60-Day Notice of Violation dated May 11, 2011.

22 **IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

23 The Additional Products, if any, subject to injunctive relief are: None.

24 **V. Covered Products and Additional Products Applicable to Settling Defendant  
25 Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- 26  Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or  
27 sold for use or sale in California more than 1,000 total consumer units, but less than 3,000  
28 total consumer units of Covered Products and Additional Products in calendar year 2010,  
as specified below; or

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Michaels Stores, Inc.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

Michaels Stores, Inc.

Aaron Brothers, Inc.

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Photo Album SKU 10101005 (UPC 4 00100 59754 5)
- 2. Luggage Tag – Bombshell (UPC 8 23398 66456 8)

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

- 1. Travel Accessories (luggage tags and ID cases, toiletry cases and bags, cosmetic cases and bags), wallets, coin or bill holders, purses, handbags, backpacks, clutches, and their decals and attachments including but not limited to bag charms and zipper pullers, tote bags, wheels on totes, eyeglass cases
- 2. Hand-held tools, such as for jewelry, floral design, painting, sculpting, drawing, needlework, pliers, tweezers, scissors, stitchery, stitchery kits, stitchery notions
- 3. Décor items, including faux fruit and vegetables, balls, gems, beads, ornaments, floral, greenery, centerpieces, candle rings, table décor, planters
- 4. Suction Cups
- 5. Aprons, Gloves, Footwear
- 6. Storage containers, such as for scrapbooking, sewing, apparel craft, and beading
- 7. Squeeze Bottles that could contain paint, glue or craft mediums; or empty squeeze bottles intended for use as storage
- 8. Hand-held painting accessories, such as paint rollers, brayers, foam/utility brushes
- 9. Stickers not intended primarily for use by children 12 and under
- 10. Coverings or cases for mobile electronic devices such as telephones, cameras, MP3 players, CDs/DVDs and laptops,
- 11. Vinyl Placemats, Tablecloths

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. **Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
302201-302216 INITIAL COSMETIC BAG	398
Additional Product Name, SKU, and/or Number	Number of Units Sold
281003 BRIDE PATENT LEATHER CASE	6
281004 BRIDESMAID PATENT LEATHER CASE	18
281005 MOTHER PATENT LEATHER CASE	24
281006 BRIDEMAID PATENT LEATHER TOTE	3
281013 BLACK FLOWER BAG	17
281079 WHITE FLOWER COSMETIC BAG	13
281080 BLACK FLOWER COSMETIC BAG	139
501200 INITIAL DOPP KIT	1,400
800800 BLACK RUFFLE CLUTCH	68
800801 VINTAGE SHELL CLUTCH	40
800802 BLACK/SAND STRIPE CLUTCH	32
800803 BLUE PAISLEY CLUTCH	48
800804 BLACK PAISLEY CLUTCH	32
117047 FLIP FLOP INSULATED PARTY BAG	16
800200 AQUA UMBRLA STRP COOLER TOTE	15
800201 BLK RING AROUND COOLER TOTE	9
800202 GRN/WHT STRIPE COOLER TOTE	3

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

800204	BLK/SAND STRIPE COOLER TOTE	24
800205	BLUE PAISLEY RUFFLE COOLER TOTE	44
800206	BLACK RUFFLE COLLER TOTE	15
800207	BLACK PAISLEY RUFFLE COOLER TOTE	24
281007	BRIDE PATENT LEATHER TOTE	15
281015	MOTHER OF PATENT LEATHER TOTE	96
281098	WHITE FLOWER TOTE	5
281109	FLOWER GIRL PATENT LEATHER TOTE	4
800100	RING AROUND REUSABLE MKT TOTE	200
800101	MULTI COLOR EXPRESS LANE TOTE	18

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Mud Pie LLC

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Insert category;
- 2. Insert category;

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

- 1. Insert category;
- 2. Insert category;

V. **Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales** (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
302201-302216 INITIAL COSMETIC BAG	398
Additional Product Name, SKU, and/or Number	Number of Units Sold
281003 BRIDE PATENT LEATHER CASE	6
281004 BRIDESMAID PATENT LEATHER CASE	18
281005 MOTHER PATENT LEATHER CASE	24
281006 BRIDEMAID PATENT LEATHER TOTE	3
281013 BLACK FLOWER BAG	17
281079 WHITE FLOWER COSMETIC BAG	13
281080 BLACK FLOWER COSMETIC BAG	139
501200 INITIAL DOPP KIT	1,400
800800 BLACK RUFFLE CLUTCH	68
800801 VINTAGE SHELL CLUTCH	40
800802 BLACK/SAND STRIPE CLUTCH	32
800803 BLUE PAISLEY CLUTCH	48
800804 BLACK PAISLEY CLUTCH	32
117047 FLIP FLOP INSULATED PARTY BAG	16
800200 AQUA UMBRLA STRP COOLER TOTE	15
800201 BLK RING AROUND COOLER TOTE	9
800202 GRN/WHT STRIPE COOLER TOTE	3

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

800204	BLK/SAND STRIPE COOLER TOTE	24
800205	BLUE PAISLEY RUFFLE COOLER TOTE	44
800206	BLACK RUFFLE COLLER TOTE	15
800207	BLACK PAISLEY RUFFLE COOLER TOTE	24
281007	BRIDE PATENT LEATHER TOTE	15
281015	MOTHER OF PATENT LEATHER TOTE	96
281098	WHITE FLOWER TOTE	5
281109	FLOWER GIRL PATENT LEATHER TOTE	4
800100	RING AROUND REUSABLE MKT TOTE	200
800101	MULTI COLOR EXPRESS LANE TOTE	18

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory): Oxford Industries, Inc. and Tommy Bahama Group, Inc.**

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

**Not Applicable**

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

**Not Applicable**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Tommy Bahama Traveler's Collection Amenities Set, #10-845 (#039794668608)  _____  _____  _____  _____  _____	67  _____  _____  _____  _____
Additional Product Name, SKU, and/or Number	Number of Units Sold
 _____  _____  _____  _____  _____	 _____  _____  _____  _____  _____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Western Digital Corporation

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

Western Digital Technologies, Inc.

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Cases with zipper pulls

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are: N/A

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Williams-Sonoma, Inc.

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

[Not applicable]

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. [Not applicable. See Part V.]

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are:

1. [Not applicable]

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

Covered Product Name, SKU, and/or Number	Number of Units Sold
Chairs and chair pads limited to Airgo Armless (or Perforated) Chair SKUs: 2310977; 2310993; 2311017; 2311033; 2311058; 2311090; 6839096; 6839179; 6839187; 6839195; 6911044; 6911085; 9244625	556
Additional Product Name, SKU, and/or Number	Number of Units Sold
[Not applicable]	[N/A]

**EXHIBIT A**

**I. Name of Settling Defendant (Mandatory)**

Zone Enterprises of Anaheim, LLC (erroneously noticed and sued as The Walt Disney Company)

**II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

The Walt Disney Company  
Walt Disney Parks and Resorts U.S., Inc.  
ESPN, Inc.  
Disney Shopping, Inc.  
Disney Destinations LLC dba Disney Theme Park Merchandise

**III. Covered Products (Not applicable if electing low volume or de minimis sales)**

The Covered Products applicable to the above-stated Settling Defendant are: n/a

**IV. Additional Products (Not applicable if electing low volume or de minimis sales)**

The Additional Products, if any, subject to injunctive relief are: n/a

**V. Covered Products and Additional Products Applicable to Settling Defendant**

**Electing Low Volume or De Minimis Sales (Select only one if applicable)**

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2010, as specified below; or
- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2010, as specified below.

<b>Covered Product Name, SKU, and/or Number</b>	<b>Number of Units Sold</b>
ESPN Keychain (#4 00118 05053 7)	Less than 150
<b>Additional Product Name, SKU, and/or Number</b>	<b>Number of Units Sold</b>
n/a	n/a