

1 LEXINGTON LAW GROUP, LLP
2 Mark N. Todzo, State Bar No. 168389
3 Eric S. Somers, State Bar No. 139050
4 Lynn R. Saxton, State Bar No. 226210
5 1627 Irving Street
6 San Francisco, CA 94122
7 Telephone: (415) 759-4111
8 Facsimile: (415) 759-4112

ENDORSED FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO
DEC 05 2006
GORDON PARK-LI, CLERK
BY: ERNALYN BURA
Deputy Clerk

9 Attorneys for Plaintiff
10 **CENTER FOR ENVIRONMENTAL HEALTH**

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO

13 CENTER FOR ENVIRONMENTAL)
14 HEALTH a non-profit corporation)
15 Plaintiff,)
16 v.)
17 BABYUNIVERSE, INC.; BUY BUY BABY,)
18 INC.; and Defendant DOES 1 through 200,)
19 inclusive,)
20 Defendant.)
21

Case No. CGC - 06- 448559
~~PROPOSED~~ CONSENT JUDGMENT

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24 **1. INTRODUCTION**

25 1.1 On January 17, 2006, plaintiff the Center for Environmental Health (“CEH”), a
26 nonprofit corporation acting in the public interest, filed a complaint in San Francisco County
27 Superior Court, entitled *Center for Environmental Health v. Baby Universe, Inc., et al.*, San
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1 Francisco County Superior Court Case Number CGC- 06 - 448559 (the "Action"), for civil
2 penalties and injunctive relief pursuant to the provisions of California Health & Safety Code
3 §25249.5 *et seq.* ("Proposition 65").
4

5 1.2 On July 7, 2006, CEH filed an amendment to its complaint to add BabyCenter,
6 L.L.C. ("Defendant"), a Delaware limited liability company, as a defendant. (The amended
7 complaint and the original complaint are referred to herein interchangeably and/or collectively
8 as the "Complaint.") CEH alleges that Defendant is a corporation that employs 10 or more
9 persons and distributed and/or sold soft food and beverage containers, such as lunchboxes.
10 CEH further alleges that such containers are made of materials containing lead and/or lead
11 compounds (referred to interchangeably herein as "Lead"), chemicals known to the State of
12 California to cause cancer, birth defects and other reproductive harm. For the purposes of this
13 consent judgment (the "Consent Judgment"), the term "Product(s)" shall mean the soft food
14 and beverage containers specifically listed on Exhibit B hereto and equivalent soft food and
15 beverage containers that come into direct contact with food and beverage sold by Defendant
16 subsequent to the date of this Consent Judgment (each such container a "Product" and,
17 together, the "Products") and encompasses only Products intended and designated for sale or
18 distribution in the State of California. Defendant is a retail seller of the Products and has never
19 manufactured or contracted for the manufacture of the Products.
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23 1.3 On or about November 4, 2005, CEH served Defendant and the appropriate public
24 enforcement agencies with the requisite 60-day notice (the "Notice") alleging that Defendant
25 was in violation of Proposition 65. The Notice and the Complaint allege that Defendant
26 exposes individuals who use or otherwise handle the Products to Lead, without first providing
27 clear and reasonable warning to such persons regarding the carcinogenicity and reproductive
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1 toxicity of Lead. The Notice and Complaint allege that Defendant's conduct violates Health &
2 Safety Code §25249.6, the warning provision of Proposition 65. Defendant contends that it has
3 not violated Proposition 65.
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5 1.4 For purposes of this Consent Judgment only, CEH and the Defendant (each a
6 "Party;" collectively, the "Parties"), stipulate that this Court has jurisdiction over the subject
7 matter of the violations alleged in the Notice and/or the Complaint and personal jurisdiction
8 over Defendant as to the acts alleged in the Notice and/or the Complaint, that venue is proper
9 in the County of San Francisco, and that this Court has jurisdiction to enter this Consent
10 Judgment as a full and final resolution of all claims which were or could have been raised in
11 the Complaint based on the facts alleged in the Notice and/or the Complaint.
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13 1.5 The Parties enter into this Consent Judgment pursuant to a settlement of certain
14 disputed claims between the Parties as alleged in the Complaint. By executing this Consent
15 Judgment, the Parties do not admit any facts or conclusions of law. It is the Parties' intent that
16 nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,
17 conclusion of law, issue of law or violation of law, nor shall compliance with the Consent
18 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of
19 law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive
20 or impair any right, remedy, argument or defense the Parties may have in this or any other or
21 future legal proceedings; provided, however, that compliance with this Consent Judgment shall
22 fully and finally resolve all issues of potential Proposition 65 liability of Defendant for alleged
23 past and/or future failure to provide warnings regarding Lead exposures from the Products. If
24 this Consent Judgment is not entered by the Court or if such entry is reversed by any appellate
25 court with jurisdiction to so act, this Consent Judgment shall become null and void. If for any
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1 reason this Consent Judgment becomes null and void, or is invalidated, this Consent Judgment
2 shall have no more effect than if it had never been executed by the Parties.

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4 1.6 The Parties recognize and acknowledge that Defendant is entering into this Consent
5 Judgment as an early settlement of this matter and that CEH continues to litigate similar
6 matters against other defendants. To encourage Defendant to enter into this early settlement,
7 thus (among other beneficial results) reducing the burden on judicial resources and also
8 promptly implementing the public benefits of the Consent Judgment, the Parties agree to the
9 terms and provisions set forth in this Consent Judgment.

10 2. COMPLIANCE; REFORMULATION

11
12 2.1 Level. Within ninety days of entry of this Consent Judgment (the "Compliance
13 Date"), Defendant shall not manufacture, distribute, ship, or sell, or cause to be manufactured,
14 distributed, or sold, any Product unless such product meets the standards set forth in this
15 Consent judgment.

16
17 2.2 Certification of level from suppliers. Subject to Section 2.5, Defendant shall
18 obtain written certification with corresponding test results from each supplier of Product
19 certifying that the Lead concentration in such Product does not exceed an average of 200 parts
20 per million ("ppm") for the interior lining and all polyvinyl chloride ("PVC") parts of the
21 Products and an average of 600 ppm for the non-PVC exterior surfaces and other parts thereof.
22 The test results required pursuant to this section must be from a laboratory located in the
23 United States pursuant to the protocol attached hereto as Exhibit A (the "Test Protocol").
24 Defendant shall not be required to obtain such certification for any Product if Defendant
25 performs testing on one or more samples (using a laboratory located in the United States)
26 pursuant to the Test Protocol with results demonstrating that such Product is within the Lead
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1 concentrations required under this paragraph.

2 **2.3 Testing.** In order to help ensure compliance with the requirements of Sections 2.1,
3 and subject to Section 2.5, for any single order of an individual Product that exceeds 2500 units
4 of that individual Product purchased by Defendant after the Compliance Date, Defendant shall
5 conduct testing on one unit of such Product as set forth below to confirm that such Product
6 does not exceed an average Lead concentration of 200 ppm for the interior lining and all PVC
7 parts of the Products and an average Lead concentration of 600 ppm for the non-PVC exterior
8 surfaces and other parts thereof. All testing pursuant to this section shall be performed by an
9 independent laboratory located in the United States pursuant to the Test Protocol. The results
10 of all testing performed pursuant to this section shall be made available to CEH.
11

12 **2.3.1 Products that exceed the standard.** If the results of the testing pursuant
13 to section 2.3 shows levels of Lead exceeding the standards set forth in this Consent Judgment,
14 Defendant shall within 10 business days of receipt of such testing results destroy or return to
15 the supplier all units of the same type of Product that were purchased under that particular
16 purchase order and send the supplier a letter explaining that such Product does not comply with
17 the supplier's certification. Should the testing of a Product purchased from a particular
18 supplier demonstrate Lead levels exceeding the standards set forth in this Consent Judgment
19 more than once, Defendant shall cease purchasing that Product from such supplier.
20

21 **2.4 Periodic testing by CEH.** CEH intends to conduct periodic testing (the "CEH
22 Testing") of the Products. Any such CEH Testing shall be conducted pursuant to the Test
23 Protocol at an independent laboratory. In the event the CEH Testing demonstrates Lead levels
24 in excess of the standards set forth in this Consent Judgment for a specific Product, CEH shall
25 inform Defendant in writing of the exceedance, including information sufficient to permit
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1 Defendant to identify such Product. Defendant shall, within 10 business days following such
2 written notice, cease the sale of such Product (each a "CEH Notified Product"). For any sale of
3 a CEH Notified Product after the 10 business day period identified in the immediately
4 preceding sentence, and subject to section 2.6 below, Defendant shall be liable for stipulated
5 payments in lieu of penalties as set forth below; provided that (notwithstanding any other term
6 or provision of this Consent Judgment) the maximum cumulative stipulated penalty payment
7 amount for any calendar year, regardless of the number of units of Products at issue, shall be
8 \$5,000. These payments shall be made to CEH and used for the purposes described in section
9 4.1, unless the Attorney General successfully objects to this arrangement, in which case such
10 payments will be made as provided in Proposition 65. The stipulated payments in lieu of
11 penalties provided for herein are in addition to any injunctive remedies available to enforce the
12 terms of this Consent Judgment, but (except as provided in Section 6.1) shall be the sole
13 monetary remedy for any alleged violation of this Consent Judgment or Proposition 65
14 resulting from the sale of Products.
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18 **2.4.1 Stipulated penalty.** If Defendant is required under this Consent Judgment
19 to pay stipulated penalties, the stipulated penalty shall be as follows for each unit of Product:

20	First Occurrence:	\$1,250
21	Second Occurrence:	\$1,500
22	Third Occurrence:	\$1,750
23	Thereafter:	\$2,500

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26 **2.5 CEH approved manufacturers.** Defendant shall not be required to obtain a
27 certification and corresponding test results under section 2.2 or to conduct independent testing
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1 of Product under section 2.3 with respect to any Product obtained directly or indirectly from a
2 manufacturer that has entered into a consent judgment with CEH with respect to soft food and
3 beverage containers or a manufacturer that CEH publicly acknowledges as a manufacturer
4 which sells soft food and beverage containers with acceptable Lead concentration levels.
5

6 **2.6 Confirmatory testing by Defendant.** Defendant reserves the right to conduct
7 confirmatory testing with respect to any CEH Notified Product using an independent laboratory
8 located in the United States. In the event that such independent confirmatory testing does not
9 materially correspond to the CEH Testing results, Defendant shall notify CEH and the Parties
10 shall select a mutually acceptable independent laboratory to conduct further testing of the
11 Product in question. Such laboratory's testing results shall be definitive and binding upon the
12 Parties. In the event that under this section a CEH Notified Product is determined to comply
13 with the standards required under this Consent Judgment, Defendant may resume and/or
14 continue sales thereof without penalty.
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16 **3. INTERIM RELIEF**

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18 **3.1** Defendant represents that it promptly stopped selling the Products identified on
19 Exhibit B upon receipt of the Notice. Defendant shall not resume or commence sale of a
20 Product until such Product complies with the requirements of Section 2.
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22 **4. SETTLEMENT PAYMENTS**

23 **4.1 Monetary Payment in Lieu of Penalty.** \$4,000 shall be paid to CEH in lieu of
24 any penalty pursuant to Health and Safety Code § 25249.7(b). CEH shall use such funds to
25 continue its work protecting people from exposures to toxic chemicals. As part of this work,
26 CEH intends to conduct periodic testing of the Products as set forth in section 2.4. If the
27 Attorney General successfully objects to this arrangement (or to the Consent Judgment based in
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1 whole or in part on this arrangement), the \$4,000 payment shall instead be paid pursuant to
2 Proposition 65.

3 **4.2 Attorneys' Fees and Costs.** \$8,500 shall be used to reimburse CEH and its
4 attorneys for their reasonable investigation fees and costs, attorneys' fees, and any other costs
5 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating and
6 negotiating a settlement in the public interest. Except as expressly provided in this provision or
7 otherwise in this Consent Judgment, each Party shall bear its own costs and fees.
8

9 **4.3 Timing of payments.** The payments required under this section shall be delivered
10 to CEH at the address set forth in section 13 within 10 business days after approval and entry
11 of this Consent Judgment by the Court if there is no objection to entry of this Consent
12 Judgment and, if there is an objection to entry of this Consent Judgment, within 10 business
13 days after Defendant receives written notice from CEH of the finality (including the final
14 resolution of all appeals and all proceedings following appeal and expiration of all time periods
15 in which to appeal) of the approval and entry of this Consent Judgment by the Court. If the
16 approval and entry of the Consent Judgment by the Court is reversed by an appellate court,
17 within 10 business days after such reversal CEH shall refund to Defendant all payments
18 received from Defendant pursuant to this Consent Judgment. Any failure by a Party to comply
19 with the payment or refund terms herein shall be subject to a stipulated late fee in the amount
20 of \$50 for each day after the delivery date the payment is received. The late fees required
21 under this section shall be recoverable, together with reasonable attorneys' fees, in a
22 proceeding brought pursuant to this Consent Judgment.
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26 **5. MODIFICATION OF CONSENT JUDGMENT**

27 **5.1** Other than as provided in section 5.2 of this Consent Judgment, this Consent
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1 Judgment may be modified only by mutual, written agreement of CEH and Defendant, or upon
2 motion of CEH or Defendant as provided by law or by this Consent Judgment. To the extent
3 any modification of this Consent Judgment requires review and/or approval by the Attorney
4 General, and/or requires court approval and/or entry, the moving party shall make all
5 appropriate submissions to obtain such review, approval and/or entry (and shall provide the
6 non-moving party with advance notice, reasonable advance opportunity to review and
7 comment, and an opportunity to be heard on such submissions) and the Parties agree that all
8 applicable deadlines, time periods and timeframes shall be adjusted to allow sufficient time for
9 such review and/or approval.
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12 5.2 As a material inducement for Defendant to enter into this Consent Judgment, and
13 without which inducement the Parties agree Defendant would not have entered into this
14 Consent Judgment, and notwithstanding any other term, provision and/or requirement of this
15 Consent Judgment, the Parties expressly agree that Defendant shall have the right and option at
16 any time, from time to time, to render all, or any one or more, terms, provisions and/or
17 requirements of this Consent Judgment, or the entirety of this Consent Judgment, null and void,
18 and/or to modify, add and/or eliminate any one or more terms, provisions and/or requirements
19 of this Consent Judgment, in the event: (a) Proposition 65 is repealed, invalidated, preempted
20 or modified (in whole or part) so that a new Proposition 65 action could not be brought against
21 Defendant under the facts alleged in the Complaint and/or the Notice; (b) a court having
22 jurisdiction to do so renders a judgment, ruling or order, or CEH or the California Attorney
23 General enters into a settlement, consent judgment or other agreement, containing (or omitting)
24 one or more terms, provisions and/or requirements (pertaining to Proposition 65 and products
25 of generally similar characteristics as the Products) that differ from those contained in (or
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1 omitted from) this Consent Judgment, the inclusion or omission of which Defendant in its sole
2 and unfettered discretion deems to be more favorable to Defendant than generally similar
3 terms, provisions and/or requirements included in or omitted from this Consent Judgment; or
4 (c) the application and/or effect of any one or more of the terms of either or both this section
5 5.2 and/or section 8.1 of this Consent Judgment is voided, invalidated, nullified, materially
6 modified or changed in any material way (except by mutual, written agreement of the Parties),
7 whether by law, judgment, ruling, order or any other source,
8
9 Defendant may exercise any one or more of the rights and options set forth in this section 5.2
10 from time to time and on multiple occasions. In the event Defendant elects to exercise any of
11 the rights and options set forth in this section 5.2, Defendant shall give 10 business day's
12 written notice to CEH of Defendant's intention to exercise such right and option. If CEH
13 concurs with Defendant's proposed exercise of Defendant's right and option, (a) CEH shall so
14 inform Defendant in writing, (b) Defendant shall prepare a proposed stipulation for submission
15 to the Court and provide that stipulation to CEH for review prior to execution and submission
16 to the Court, (c) within 10 business days after receiving said stipulation from Defendant, CEH
17 shall review said stipulation and either provide comments to Defendant or execute said
18 stipulation, (d) if CEH provides comments and Defendant agrees with those comments,
19 Defendant shall revise the proposed stipulation and provide the revised stipulation to CEH,
20 which shall execute the revised stipulation within 10 days of receiving said revised stipulation,
21 and (e) if CEH provides comments and Defendant does not agree with those comments,
22 Defendant may either negotiate with CEH until the Parties reach agreement and then proceed
23 as set forth in item (d) of this sentence or Defendant may proceed as set forth in the
24 immediately following sentence. If CEH does not concur with Defendant's proposed exercise
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1 of Defendant's right and option, or if Defendant does not agree with CEH's comments to a
2 proposed stipulation as set forth in item (e) of the immediately preceding sentence, Defendant
3 may bring a noticed motion, to be heard by the Court, to have Defendant's exercise of
4 Defendant's right and option effectuated. To the extent that Defendant's exercise of
5 Defendant's right and option results in a change to the Consent Judgment that requires review
6 and/or approval by the Attorney General, Defendant will make all appropriate submissions to
7 obtain such review and/or approval and the Parties agree that all applicable deadlines, time
8 periods and timeframes shall be adjusted to allow sufficient time for such review and/or
9 approval. Unless otherwise mutually agreed in writing by the Parties, any such motion shall be
10 governed by the applicable procedural and substantive rules or laws then in effect.

13 **6. ENFORCEMENT OF CONSENT JUDGMENT**

14 6.1 CEH, and only CEH, may, by motion or application for an order to show cause
15 before the Superior Court of the County of San Francisco, enforce the terms and conditions
16 contained in this Consent Judgment. Should CEH prevail on any motion or application under
17 this section, CEH shall be entitled to its reasonable attorneys' fees and costs associated with
18 such motion or application.

20 **7. APPLICATION OF CONSENT JUDGMENT**

21 7.1 This Consent Judgment shall apply to and be binding upon the Parties, their
22 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

24 **8. CLAIMS COVERED**

25 8.1 As between CEH (on behalf of itself and on behalf of the public interest) and
26 Defendant, this Consent Judgment is a full, final, complete and binding resolution, release and
27 waiver of and from any and all actual and/or potential liability of Defendant and/or Releasees
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1 (as defined below) for any claims in law or at equity (under Proposition 65 or any other statute
2 or under common law) that were or could have been brought against Defendant (and any of
3 Defendant's past, present and future officers, directors, employees, agents, assigns,
4 shareholders, divisions, subdivisions, subsidiaries, partners, corporate parents, related
5 companies or corporations, affiliates, franchises, cooperative members, licensors, licensees,
6 distributors, wholesalers, retailers, together with any and all other persons and/or entities in
7 Defendant's corporate structure or to whom Defendant sells the Products, collectively the
8 "Releasees") based on the facts alleged in the Notice and/or the Complaint, and/or any
9 violation of Proposition 65 or any other law that could have been asserted based on alleged
10 failure to provide warnings regarding Lead exposures from the Products, with respect to any
11 Products distributed or sold by or on behalf of Defendant and/or Releasees on or prior to the
12 date of entry of this Consent Judgment. This release does not limit or affect the obligations of
13 any Party created under this Consent Judgment. Defendant and CEH (on behalf of itself and
14 the general public) agree that compliance with this Consent Judgment from and after the date
15 of entry of this Consent Judgment shall constitute Defendant and Releasees' compliance with
16 applicable law (including but not limited to Proposition 65) as to all actual and/or potential
17 liability for any claims of the type or kind that were or could have been brought in the
18 Complaint based on the facts alleged in the Notice and/or the Complaint, and/or any violation
19 of Proposition 65 or any other law that could have been asserted based on alleged failure to
20 provide warnings regarding Lead exposures from the Products, with respect to any Products
21 distributed or sold by Defendant or Releasees on or after the date of entry of this Consent
22 Judgment.
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9. SEVERABILITY

9.1 Except as otherwise provided in this Consent Judgment, in the event that any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

10. SPECIFIC PERFORMANCE

10.1 The Parties expressly recognize that Defendant's obligations under this Consent Judgment are unique. In the event that Defendant is found to be in breach of this Consent Judgment for failure to comply with the provisions of Section 2 hereof, the Parties agree that it would be extremely impracticable to measure the resulting damages. Accordingly, CEH, in addition to any other available rights or remedies available under this Consent Judgment, may sue in equity for specific performance, and Defendant expressly waives the defense that a remedy in damages will be adequate.

11. GOVERNING LAW

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

12. RETENTION OF JURISDICTION

12.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms of this Consent Judgment.

13. PROVISION OF NOTICE

13.1 All notices required pursuant to this Consent Judgment and correspondence shall be sent to the following:

1 For CEH:

2 Mark N. Todzo
3 Lexington Law Group, LLP
4 1627 Irving Street
5 San Francisco, CA 94122

6 For Defendant:

7 BabyCenter, L.L.C.
8 Legal Department
9 163 Freelon Street
10 San Francisco, CA 94107

11 AND

12 David B. Sadwick
13 Tatro Tekosky Sadwick LLP
14 660 South Figueroa Street, Suite 1450
15 Los Angeles, CA 90017

16 14. ATTORNEY GENERAL REVIEW AND COURT APPROVAL

17 14.1 CEH agrees to satisfy all requirements to make this Consent Judgment effective,
18 including but not limited to submission of this Consent Judgment for review by the Attorney
19 General and to the Court for approval and entry (and shall provide Defendant an advance
20 opportunity to review and comment on such submissions). If this Consent Judgment is not
21 approved and entered by the Court (or if such approval and entry does not become and remain
22 final, or if such approval, entry and finality is not complete within 72 months after complete
23 execution of this Consent Judgment), this Consent Judgment shall be null and void.

24 15. EXECUTION AND COUNTERPARTS

25 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
26 means of facsimile, which taken together shall be deemed to constitute one document.
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16. AUTHORIZATION

16.1 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 bind that Party. The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each Party is to bear its own fees and costs.

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

Dated:



Michael Green, Executive Director
Center for Environmental Health

BABYCENTER, L.L.C.

Dated:

Signature

Printed Name and Title

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16.1 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 bind that Party.

The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each Party is to bear its own fees and costs.

AGREED TO:

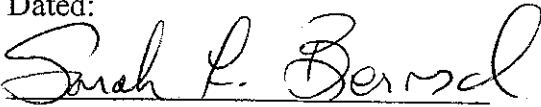
CENTER FOR ENVIRONMENTAL HEALTH

Dated:

Michael Green, Executive Director
Center for Environmental Health

BABYCENTER, L.L.C.

Dated:



Signature

Sarah Bernard, VP Store
Printed Name and Title

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2 Exhibit A

3 (Test Methodology)
4

5 The following protocol shall be applied separately to the interior and exterior material of a
6 finished Product.

- 7
- 8 1. Divide the Product into homogenous components.
 - 9 2. Obtain a representative sample of each homogenous component.
 - 10 3. Prepare the sample for analysis using (to the extent necessary) an appropriate digestion
11 technique or other appropriate preparation technique, provided that such technique fully digests
12 the sample or that all Lead contained in the sample is otherwise available for detection.
 - 13 4. Analyze the sample for total Lead (Pb) content using Graphite Furnace Atomic
14 Absorption Spectrophotometry (GFAAS) or Inductively Coupled Plasma Mass Spectrometry
15 (ICP-MS), or X-ray Florescence for metal components (such as zippers, buckles, rings, etc.),
16 using standard operating procedures. Minimum detection levels shall be 10 parts per million
17 (ppm) for vinyl and plastic components and 100 ppm for metal components.
 - 18 5. Lead content shall be expressed in ppm.
 - 19 6. As quality control ("QC") for the testing described in this protocol, the following steps
20 shall be a required part of all such testing: (a) a standard, known reference material of similar
21 composition to each sample (or set of samples with similar compositions), if available on a
22 commercially reasonable basis, shall be tested along with each sample or set of samples with
23 similar compositions; (b) duplicate and spiked samples shall be routinely analyzed to monitor
24 the precision and accuracy of the testing; and (c) QC data shall be reported along with the
25 sample results.
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Exhibit B

(List of Products)

<u>SKU</u>	<u>SKU name</u>	<u>Vendor</u>
208883	Lunch Pak - Pink	Fleurville
208884	Lunch Pak - Orange	Fleurville
200995	Icky Baby Snack Pack - Stars	Icky Products, Inc.
200996	Icky Baby Snack Pack - ABC's	Icky Products, Inc.
207201	Cup 'N Snack Stroller Pocket	J.L. Childress Co., Inc.

1 I declare that:

2 I am employed in San Francisco County, California. I am over the age of 18 years and
3 not a party to the within cause; my business address is 1627 Irving Street, San Francisco,
California 94122.

4 On December 5, 2006, I served true copies of the following documents:

5 **NOTICE OF ENTRY OF ORDER AND CONSENT JUDGMENTS AS TO**
6 **BABYUNIVERSE, INC. AND BABYCENTER, LLC.**

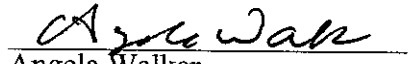
7 I placed envelopes containing the above-mentioned documents for collection and mailing
on December 5, 2006, following the ordinary business practice to the following individuals:

8 Richard C. Jacobs
9 Howard Rice Nemerovski Canady Falk & Rabkin
Three Embarcadero Center, 7th Floor
San Francisco, CA 94111-4024
10 Attorney for Defendant BabyUniverse, Inc.

11 David Sadwick
12 Tatro, Tekofsky & Sadwick
660 South Figueroa St., Ste. 1450
Los Angeles, CA 90017
13 Attorney for Defendant Baby Center, LLC

14 Edward G. Weil, Supervising Attorney General
15 Harrison M. Pollak, Deputy Attorney General
1515 Clay Street, 20th Floor
16 Oakland, CA 94612-0550

17 I declare under penalty of perjury that the foregoing is true and correct, and that this
declaration was executed on December 5, 2006, at San Francisco, California.

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19 Signed: 
Angela Walker

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