



1 was later consolidated with three other actions including the lead case entitled *People v.*  
2 *Burlington Coat Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

3 1.3 On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment  
4 against a group of other defendants in the consolidated actions (the "Master Consent Judgment").

5 1.4 On June 15, 2006, upon noticed motion, the Court amended the Master Consent  
6 Judgment by entering an Amended Consent Judgment in the consolidated actions (the "Amended  
7 Master Consent Judgment").

8 1.5 On October 20, 2006 as to Conair, and on April 27, 2007 as to Raley's, CEH  
9 provided a "Notice of Violation of Proposition 65" to the California Attorney General, the District  
10 Attorneys of every county in California, the City Attorneys of every California city with a  
11 population greater than 750,000, and to each respective Defendant regarding the presence of lead  
12 in jewelry manufactured, distributed or sold by that Defendant.

13 1.6 On or about July 19, 2007, the Complaint in the *Nadri* Action was amended to  
14 name Raley's as a party.

15 1.7 On or about December 11, 2009, the Complaint in the *Nadri* Action was amended  
16 to name Conair as a party.

17 1.8 Defendants are both corporations that employ ten or more persons, and which  
18 manufacture, distribute and/or sell Covered Products in the State of California.

19 1.9 For purposes of this Consent Judgment only, CEH and Defendants (the "Parties")  
20 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
21 Complaint and personal jurisdiction over Defendants as to the acts alleged in the Complaint, that  
22 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this  
23 Consent Judgment as a full and final resolution of all claims which were or could have been raised  
24 in the Complaint based on the facts alleged therein with respect to Covered Products  
25 manufactured, distributed, and/or sold by Defendants.

26 1.10 CEH and Defendants enter into this Consent Judgment as a full and final settlement  
27 of all claims that were raised in the Complaint, or which could have been raised in the Complaint,  
28 arising out of the facts or conduct related to Defendants alleged therein. By execution of this

1 Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or  
2 conclusions of law, including, but not limited to, any facts or conclusions of law suggesting or  
3 demonstrating any violations of Proposition 65 or any other statutory, common law or equitable  
4 requirements relating to lead in jewelry. Nothing in this Consent Judgment shall be construed as  
5 an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor  
6 shall compliance with the Consent Judgment constitute or be construed as an admission by the  
7 Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent  
8 Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may  
9 have in this or any other or future legal proceedings. This Consent Judgment is the product of  
10 negotiation and compromise and is accepted by the Parties for purposes of settling, compromising,  
11 and resolving issues disputed in this action.

## 12 2. DEFINITIONS

13 2.1 The term "Covered Product" means a hair accessory or any bead, chain, link,  
14 pendant or other component of a hair accessory.

15 2.2 The term "Effective Date" means the date of entry of this Consent Judgment.

16 2.3 The term "Children's Product" means a Covered Product designed or intended  
17 primarily for children 12 years of age or younger.

18 2.4 The term "Class 1 Materials" means the following materials:

19 2.4.1 Glass, ceramic, and crystal decorative components (e.g., cat's eye, cubic  
20 zirconia (sometimes called cubic zirconium, CZ), rhinestones and cloisonné);

21 2.4.2 Any gemstone that is cut and polished for ornamental purposes except the  
22 following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,  
23 phosgenite, samarskite, vanadinite, and wulfenite;

24 2.4.3 Elastic with no intentionally added lead and not otherwise listed as a Class  
25 2 Material;

26 2.4.4 Shell and wood that are in their natural state.  
27  
28

1       **3.       INJUNCTIVE RELIEF**

2               **3.1       Reformulation of Children’s Products.** As of the Effective Date, Defendants  
3 shall not manufacture, ship, or sell or offer for sale in the United States any Children’s Product  
4 unless such Children’s Product is made entirely from the following materials:

5                       3.1.1       Class 1 Materials identified in Section 2.4.1 that weigh in total no more  
6 than 1.0 gram;

7                       3.1.2       Any Paint or Surface Coating that is equal to or less than 0.009 percent  
8 lead by weight (90 parts per million (“ppm”). For purposes of this Consent Judgment, “Paint or  
9 Surface Coating” shall have the same meaning as “Paint or other similar surface coating materials”  
10 under 16 CFR §1303.2(b)(1) (“Paint and other similar surface-coating materials means a fluid,  
11 semi-fluid, or other material, with or without a suspension of finely divided coloring matter, which  
12 changes to a solid film when a thin layer is applied to a metal, wood, stone, paper, leather, cloth,  
13 plastic, or other surface. This term does not include printing inks or those materials which  
14 actually become a part of the substrate, such as the pigment in a plastic article, or those materials  
15 which are actually bonded to the substrate, such as by electroplating or ceramic glazing.”);

16                       3.1.3       Any non-metallic material that is not a Class 1 Material and that is equal  
17 to or less than 0.02 percent lead by weight (200 ppm); or

18                       3.1.4       Any metal material that is equal to or less than 0.03 percent lead by weight  
19 (300 ppm).

20               **3.2       General Reformulation Requirements.** As of the Effective Date, Defendants  
21 shall not manufacture, ship, or sell or offer for sale in the United States any Covered Product that  
22 is not a Children’s Product subject to Section 3.1 unless such Covered Product is made entirely  
23 from the following materials:

24                       3.2.1       Class 1 Materials;

25                       3.2.2       Any Paint or Surface Coating that is equal to or less than 0.009 percent  
26 lead by weight (90 parts per million (“ppm”));

27                       3.2.3       Any non-metallic material that is not a Class 1 material and that is equal to  
28 or less than 0.02 percent lead by weight (200 ppm);

1           3.2.4    Any unplated metal material that is equal to or less than 1.5 percent lead  
2 by weight. As of the date one year after the Effective Date, the level for unplated metal material  
3 shall be equal to or less than 0.1 percent (1,000 ppm) lead by weight; or

4           3.2.5    Any metal material that is electroplated with suitable under and finish  
5 coats that is equal to or less than 6.0 percent lead by weight. As of the date one year after the  
6 Effective Date, the level for metal material that is electroplated with suitable under and finish  
7 coats shall be equal to or less than 0.1 percent (1,000 ppm) lead by weight.

8           3.3     **Market Withdrawal of Covered Products.** On or before the Effective Date,  
9 Defendants shall to the extent not already done, cease selling and shipping the Covered Products  
10 identified in Section 3.2.1 (the "Recall Products") to stores and/or customers in California, and  
11 Defendants shall withdraw the Recall Products from the market in California, and, at a minimum,  
12 send instructions to any of their stores and/or customers that offer the Recall Products for sale in  
13 California to cease offering such Recall Products for sale in California and to either return all the  
14 Recall Products to the Defendant for destruction, or to directly destroy the Recall Products. Any  
15 destruction of such Recall Products shall be in compliance with all applicable laws. Defendants  
16 shall keep and make available to CEH for inspection and copying records and correspondence  
17 regarding the market withdrawal and destruction of such Recall Products. If there is a dispute  
18 over the corrective action, the Parties shall meet and confer before seeking any remedy in court.

19           3.3.1   **Recall Products.** Defendants shall withdraw the following Covered  
20 Products in accordance with Section 3.2:

- 21                   •    Scunci Metal & CZ Ponytailer, Retail Item No. 58276-A
- 22                   •    Scunci Pearl & Metal Hair Pins, Retail Item No. 91258-H
- 23                   •    Conair Barrette Hair Clip, Retail Item No. 58207
- 24                   •    Conair Metal & CZ Ponytailer, Retail Item No. 58471

#### 25    4.     **ENFORCEMENT**

26           4.1     **General Enforcement Provisions.** CEH may, by motion or application for an  
27 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
28 Judgment, subject to the following:

1           4.1.1     Any action to enforce the reformulation requirements of Section 3.1 of this  
2 Consent Judgment shall be brought exclusively pursuant to this Section 4.

3           4.2     **Enforcement of Reformulation Requirements.**

4           4.2.1     **Notice of Violation.** In the event that, at any time following the Effective  
5 Date, CEH identifies one or more Covered Products that CEH believes in good faith do not  
6 comply with the reformulation requirements of this Consent Judgment (“Noncompliant Covered  
7 Product”), CEH may issue a Notice of Violation pursuant to this Section 4.

8           4.2.2     **Service of Notice of Violation and Supporting Documentation.**

9           4.2.2.1     The Notice of Violation shall be sent to the person(s) identified in  
10 Section 6 to receive notices for the Defendant, and must be served within sixty days of the date  
11 the alleged violation(s) was or were observed.

12           4.2.2.2     The Notice of Violation shall, at a minimum, set forth for each  
13 Noncompliant Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the  
14 location at which the Covered Product was offered for sale, (c) a description of the Covered  
15 Product giving rise to the alleged violation, and (d) all test data obtained by CEH regarding the  
16 Noncompliant Covered Product and supporting documentation sufficient for validation of the test  
17 results, including all laboratory reports, quality assurance reports and quality control reports  
18 associated with testing of the Noncompliant Covered Products. Such Notice of Violation shall be  
19 based upon test data that meets the criteria of Exhibit A. Wipe, swipe, and swab testing are not  
20 alone sufficient to support a Notice of Violation.

21           4.2.2.3     CEH shall promptly make available for inspection and/or copying  
22 upon request all supporting documentation related to the testing of the Noncompliant Covered  
23 Products and associated quality control samples, including chain of custody records, all laboratory  
24 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all  
25 printouts from all analytical instruments relating to the testing of Noncompliant Covered Product  
26 samples and any and all calibration, quality assurance, and quality control tests performed or relied  
27 upon in conjunction with the testing of the Covered Products, obtained by or available to CEH that  
28 pertains to the Noncompliant Covered Product’s alleged noncompliance with Section 3 and, if

1 available, any exemplars of Covered Products tested.

2           **4.2.3 Notice of Election of Response.** No more than 30 days after receiving a  
3 Notice of Violation by e-mail, the Defendant shall provide written notice to CEH whether it elects  
4 to contest the allegations contained in a Notice of Violation (“Notice of Election”).

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

10           **4.2.3.2** If a Notice of Violation is not contested, the Notice of Election shall  
11 include a description of the Defendant’s corrective action pursuant to Section 4.3.6.

12           **4.2.4 Meet and Confer.** If a Notice of Violation is contested, CEH and the  
13 Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a  
14 Notice of Election contesting a Notice of Violation, and if no enforcement action has been filed,  
15 the Defendant may withdraw the original Notice of Election contesting the violation and serve a  
16 new Notice of Election conceding the violation. If no informal resolution of a Notice of Violation  
17 results, CEH may by motion or order to show cause before the Superior Court of Alameda, seek to  
18 enforce the terms and conditions contained in this Consent Judgment. In any such proceeding, the  
19 Attorney General and CEH may seek whatever fines, costs, penalties, or remedies are provided by  
20 law for failure to comply with the Consent Judgment.

21           **4.2.5 Non-Contested Matters.** If the Defendant elects not to contest the  
22 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.3.6  
23 and shall make any contributions required by Section 4.3.7.

24           **4.2.6 Corrective Action in Non-Contested Matters.** If the Defendant elects  
25 not to contest the allegation, it shall include in its Notice of Election a detailed description of  
26 corrective action that it has undertaken or proposes to undertake to remove the Covered Product(s)  
27 identified in the Notice of Violation for sale in California. Corrective action must include  
28 instructions to the Defendant’s customer and/or stores to cease offering the Covered Product(s)

1 identified in the Notice of Violation for sale as soon as practicable. The Defendant shall keep and  
2 make available to CEH for inspection and/or copying records and correspondence regarding the  
3 corrective action. If there is a dispute over the corrective action, the Parties shall meet and confer  
4 pursuant to Section 4.3.4 before seeking any remedy in court.

5 **4.2.7 Required Contributions to CEH in Non-Contested Matters.**

6 Defendant shall be required to make a contribution to CEH for further testing of toxic chemicals in  
7 consumer products as specified below:

8 4.2.7.1 If the Defendant serves a Notice of Election not to contest the  
9 allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall not  
10 be required to make any contributions pursuant to this Section.

11 4.2.7.2 If the Defendant serves a Notice of Election not to contest the  
12 allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the  
13 Notice of Violation, the Defendant shall make a required contribution in the amount of \$2,500 for  
14 each Covered Product(s) identified in any Notices of Violation served within a 30-day period.

15 4.2.7.3 If the Defendant withdraws a Notice of Election contesting the  
16 violation and serves a new Notice of Election not to contest the allegations in a Notice of  
17 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement  
18 action concerning the violations alleged in the Notice of Violation is filed, the Defendant shall  
19 make a required contribution in the amount of \$7,500 for each Covered Product(s) identified in  
20 any Notices of Violation served within a 30-day period.

21 4.2.7.4 The contributions shall be paid within 15 days of e-mail service of a  
22 Notice of Election.

23 4.2.7.5 The Defendant's liability for required contributions shall be limited  
24 as follows:

25 4.2.7.5.1 The Defendant as a supplier to one or more retailers  
26 shall be liable for one required contribution within any 30-day  
27 period, regardless of the number of retailers to whom the Covered  
28 Product is distributed.

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

7 4.2.7.5.3 The Defendant's monetary liability to make required  
8 contributions under Section 4.3.7.2 shall be limited to \$5,000 for  
9 each 30-day period. The Defendant's monetary liability to make  
10 required contributions under Section 4.3.7.3 shall be limited to  
11 \$15,000 for each 30-day period.

12 4.2.7.6 If a Defendant has paid either of the payments set forth in Sections  
13 4.3.7.2 and 4.3.7.3 more than six times in any 18-month period, or more than three times in any  
14 12-month period for Covered Products sold by that Defendant then, at CEH's option, CEH may  
15 seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with  
16 the Consent Judgment.

17 4.2.8 **Limitation on Liability.** A Defendant's liability when it elects not to  
18 contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

19 4.3 **Enforcement of Terms Other Than Reformulation Requirements.** CEH may,  
20 by motion or application for an order to show cause before the Superior Court of the County of  
21 Alameda, enforce the terms and conditions other than the reformulation requirements of this  
22 Consent Judgment.

## 23 5. PAYMENTS

24 5.1 **Payments From Defendants.** Within five (5) days of the entry of this Consent  
25 Judgment, Defendants shall jointly pay the total sum of \$90,000 as a settlement payment.

26 5.2 **Allocation and Delivery of Payments.** The total settlement amount for  
27 Defendants shall be paid in three separate checks delivered to the offices of the Lexington Law  
28

1 Group, LLP (Attn: Eric Somers), 1627 Irving Street, San Francisco, California 94122 and made  
2 payable and allocated as follows:

3 5.2.1 Defendants shall pay the sum of \$1,000 as a penalty pursuant to Health &  
4 Safety Code §25249.7(b). The penalty check shall be made payable to CEH and CEH shall  
5 apportion the penalty payment in accordance with Health & Safety Code §25249.12.

6 5.2.2 Defendants shall pay the sum of \$29,500 as payment to CEH in lieu of  
7 penalty pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, title  
8 11, §3202(b). CEH will use such funds to continue its work educating and protecting people from  
9 exposures to toxic chemicals, including heavy metals. In addition, CEH may use a portion of such  
10 funds to monitor compliance with the reformulation requirements of this and other similar Consent  
11 Judgments, to purchase and test jewelry, and to prepare and compile the information and  
12 documentation necessary to support a Notice of Violation. In addition, as part of its Community  
13 Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants  
14 to grassroots environmental justice groups working to educate and protect people from exposures  
15 to toxic chemicals. The method of selection of such groups can be found at the CEH web site at  
16 [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment in lieu of penalty check shall be made payable to the  
17 Center For Environmental Health.

18 5.2.3 Defendants shall pay the sum of \$59,500 as reimbursement of reasonable  
19 attorneys' fees and costs. The attorneys fees and cost reimbursement check shall be made payable  
20 to the Lexington Law Group.

## 21 **6. MODIFICATION AND DISPUTE RESOLUTION**

22 6.1 **Modification.** This Consent Judgment may be modified from time to time by  
23 express written agreement of the Parties, with the approval of the Court, or by an order of this  
24 Court upon motion and in accordance with law.

25 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
26 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
27 modify the Consent Judgment.

28 6.2.1 **Notice to Conair.** The persons for Conair to receive Notices pursuant to

1 this Consent Judgment, until and unless modified pursuant to Section 8, shall be:

2 Richard Margulies  
3 John J. Feeney  
4 Conair Corporation  
5 One Cummings Point Road  
6 Stamford, Ct. 06902

7 6.2.2 The person for Raley's to receive Notices pursuant to this Consent  
8 Judgment, until and unless modified pursuant to Section 8, shall be:

9 Todd M. McHenry  
10 SVP - General Counsel Raley's  
11 P. O. Box 15618  
12 500 West Capitol Avenue  
13 Sacramento, CA 95852

14 6.2.3 **Notice to Plaintiff.** The person for CEH to receive Notices pursuant to  
15 this Consent Judgment, until and unless modified pursuant to Section 8, shall be:

16 Eric S. Somers  
17 Lexington Law Group  
18 1627 Irving Street  
19 San Francisco, California 94122  
20 esomers@lexlawgroup.com

## 21 7. CLAIMS COVERED AND RELEASE

22 7.1 This Consent Judgment is a full, final, and binding resolution between CEH and  
23 Defendants and their parents, shareholders, divisions, subdivisions, subsidiaries, partners, sister  
24 companies and their successors and assigns ("Defendant Releasees"), and all entities to whom they  
25 distribute or sell Covered Products, including but not limited to distributors, wholesalers,  
26 customers, retailers, franchisees, cooperative members, and licensees ("Downstream Defendant  
27 Releasees"), of any violation of Proposition 65 or any other statutory or common law claims that  
28 have been or could have been asserted in the public interest against Defendants, Defendant  
Releasees, and Downstream Defendant Releasees, regarding the failure to warn about exposure to  
lead arising in connection with Covered Products manufactured, distributed, or sold by Defendants  
prior to the Effective Date.

1           7.2     CEH, for itself and acting on behalf of the public interest pursuant to Health and  
2 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against  
3 Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any  
4 violation of Proposition 65 or any other statutory or common law claims that have been or could  
5 have been asserted in the public interest regarding the failure to warn about exposure to lead  
6 arising in connection with Covered Products manufactured, distributed or sold by Defendants prior  
7 to the Effective Date.

8           7.3     Compliance with the terms of this Consent Judgment by a Defendant and its  
9 Defendant Releasees shall constitute compliance with Proposition 65 by that Defendant, its  
10 Defendant Releasees and their Downstream Defendant Releasees with respect to any alleged  
11 failure to warn about Lead in Covered Products manufactured, distributed or sold by that  
12 Defendant after the Effective Date.

13           7.4     Nothing in this Section 7 shall apply to any Supplier that is not a Defendant unless  
14 such Supplier is a parent, subsidiary, or sister company of a Defendant.

15     **8.     PROVISION OF NOTICE**

16           8.1     When any Party is entitled to receive any notice under this Consent Judgment, the  
17 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Section 6.2.  
18 Any Party may modify the person and address to whom the notice is to be sent by sending each  
19 other Party notice by certified mail and/or other verifiable form of written communication.

20     **9.     COURT APPROVAL**

21           9.1     This Consent Judgment shall become effective on the Effective Date, provided  
22 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
23 Defendants shall support approval of such Motion.

24           9.2     If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
25 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

26     **10.    GOVERNING LAW AND CONSTRUCTION**

27           10.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
28 California.

1           10.2   The Parties, including their counsel, have participated in the preparation of this  
2 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
3 Consent Judgment has been accepted and approved as to its final form by all Parties and their  
4 counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be  
5 interpreted against any Party as a result of the manner of the preparation of this Consent Judgment.  
6 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that  
7 ambiguities are to be resolved against the drafting Party should not be employed in the  
8 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California  
9 Civil Code §1654.

10       **11.   ATTORNEYS' FEES**

11           11.1   A Party who unsuccessfully brings or contests an action arising out of this Consent  
12 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs  
13 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent  
14 Judgment, the term substantial justification shall carry the same meaning as used in the Civil  
15 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

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

22           11.3   Nothing in this Section 11 shall preclude a Party from seeking an award of  
23 sanctions pursuant to law.

24       **12.   ENTIRE AGREEMENT**

25           12.1   This Consent Judgment contains the sole and entire agreement and understanding  
26 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
27 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
28 and therein. There are no warranties, representations, or other agreements between the Parties

1 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
2 other than those specifically referred to in this Consent Judgment have been made by any Party  
3 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
4 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,  
5 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the  
6 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be  
7 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,  
8 nor shall such waiver constitute a continuing waiver.

9 **13. RETENTION OF JURISDICTION**

10 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
11 Consent Judgment.

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

13 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
14 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
15 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

16 **15. NO EFFECT ON OTHER SETTLEMENTS**

17 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
18 against an entity that is not a Defendant on terms that are different than those contained in this  
19 Consent Judgment.

20 **16. EXECUTION IN COUNTERPARTS**

21 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
22 means of facsimile or electronic portable document format (pdf) which taken together shall be  
23 deemed to constitute one document.

1 **IT IS SO STIPULATED:**

2 Dated: February 10, 2010

**CENTER FOR ENVIRONMENTAL HEALTH**

3  
4  
5 By 

6  
7 Printed Name CHARLYZ PIZANO

8  
9 Title ASSOCIATE DIRECTOR

10  
11  
12 Dated: February

**CONAIR CORPORATION**

13  
14  
15  
16 By \_\_\_\_\_

17  
18 Printed Name \_\_\_\_\_

19  
20 Title \_\_\_\_\_

1 **IT IS SO STIPULATED:**

2 Dated: February 3 4 5 6 7 8 9 10 11	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  By _____  Printed Name _____  Title _____
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12 Dated: February 11, 2010 13 14 15 16 17 18 19 20 21 22	<b>CONAIR CORPORATION</b>  By <u>Richard A. Margulies</u>  Printed Name <u>Richard Margulies</u>  Title <u>Senior Vice President, General Counsel &amp; Secretary</u>
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Dated: February 24, 2010

RALEY'S

By Todd M. McHenry

Printed Name Todd M. McHenry

Title SVP. General Counsel

IT IS SO ORDERED, ADJUDGED,  
AND DECREED

Dated: May 7<sup>th</sup>, 2010

Robert B. Freedman

Honorable Robert B. Freedman  
Judge of the Superior Court of the State of California



COMPONENT	NOTES AND EXCEPTIONS
Metals plated with suitable undercoats and finish coats	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.1% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Unplated metal and metal substrates not defined as Class 1 Components.	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be 0.050 g to 1 g. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.01% for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Polyvinyl chloride (PVC)	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion, and should be chopped or comminuted prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Non-PVC Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones).	Digestion using hot concentrated nitric acid with optional hydrochloric acid and optional hydrogen peroxide. Sample size should be a minimum of 0.05 g if using microwave digestion or 0.5 if using hot plate digestion and should be chopped or comminuted prior to digestion. Plastic beads or stones should be crushed prior to digestion. Digested samples may require dilution prior to analysis. Digestion and analysis should achieve a reported detection limit no greater than 0.001% (10 ppm) for samples. Any necessary dilutions shall be made to assure that measurements are made within the calibrated range of the analytical instrument.
Coatings on Glass and Plastic Pearls.	The coating of glass or plastic beads should be scraped onto a surface free of dust, such as a clean weighing paper or pan, using a clean stainless steel razor blade or other clean sharp instrument that will not contaminate the sample with lead. The razor blade or sharp instrument should be rinsed with deionized water, wiped to remove particulate matter, rinsed again, and dried between samples. Weigh the scrapings. A minimum of 50 mg of scraped

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