

1 Clifford A. Chanler, State Bar No. 135534
CHANLER LAW GROUP
2 71 Elm Street, Suite 8
New Canaan, CT 06840
3 Telephone: (203) 966-9911
Facsimile: (203) 801-5222
4

Daniel Bornstein, State Bar No. 181711
5 Laralei S. Paras, State Bar No. 203319
PARAS LAW GROUP
6 655 Redwood Highway, Suite 216
Mill Valley, CA 94941
7 Telephone: (415) 380-9222
Facsimile: (415) 380-9223
8

Christopher Martin, State Bar No. 186021
9 MARTIN LAW GROUP
23 N. Lincoln, Suite 204
10 Hinsdale, IL 60521
Telephone: (630) 789-6998
11 Facsimile: (630) 214-0979

12 Attorneys for Plaintiff
Russell Brimer

13 Robert L. Falk, State Bar No. 142007
14 William F. Tarantino, State Bar No. 215343
MORRISON & FOERSTER LLP
15 425 Market Street
San Francisco, California 94105-2482
16 Telephone: (415) 268-7000
Facsimile: (415) 268-7522
17

18 Attorneys for Defendants

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SAN FRANCISCO, UNLIMITED JURISDICTION
21

22 RUSSELL BRIMER,
23 Plaintiff,

24 v.

25 UNIVERSAL SCREEN ARTS, INC.; SIGNALS;
and DOES 1 through 150,
26 Defendants.
27
28

Consolidated Case No. CGC-05-439564
(Consolidated with Case Nos. 439567,
439565, and 442153)

**STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1 Plaintiff and Defendants.** This Consent Judgment is entered into by and between
3 plaintiff Russell Brimer (hereafter “Brimer” or “Plaintiff”) and Universal Screen Arts, Inc. and
4 Signals Catalogue Corp. (“Universal/Signals”); Lillian Vernon Corporation; Casual Living USA,
5 Inc.; and RedEnvelope, Inc. (hereafter collectively “Settling Defendants”), with Brimer and
6 Settling Defendants collectively referred to as the “Parties” and with Brimer and each Settling
7 Defendant being a “Party.”

8 **1.2 Plaintiff.** Brimer is an individual residing in Northern California who seeks to
9 promote awareness of exposures to toxic chemicals and improve human health by reducing or
10 eliminating hazardous substances contained in consumer products.

11 **1.3 Covered Products.** The products that are covered by this Consent Judgment are
12 defined as follows:

13 (A) Glass beverageware and tableware products with colored artwork, designs
14 and/or markings on the exterior surface that are offered for sale by Settling Defendants and that
15 are purchased and/or used by individuals in California for the storage, serving or consumption of
16 food or beverages including, but not limited to: glasses, pilsners, mugs, carafes, tumblers, bottles,
17 condiment dispensers, bowls, cups, saucers, plates, trays, pitchers, punch bowls, serving utensils,
18 serving platters and other like items (herein after collectively referred to as “Glassware
19 Food/Beverage Products” or “Category A Products”);

20 (B) Ceramicware products with colored artwork, designs and/or markings on
21 the exterior surface that are offered for sale by Settling Defendants and that are purchased and/or
22 used by individuals in California for the storage, serving or consumption of food or beverages,
23 including but not limited to: mugs, steins, carafes, bowls, drinking vessels, bottles, condiment
24 dispensers, cups, saucers, plates, trays, pitchers, punch bowls, serving utensils, serving platters,
25 and other like items (herein after collectively referred to as “Ceramicware Food/Beverage
26 Products” or “Category B Products”);

27 (C) Glassware household products with colored artwork, designs and/or
28 markings on the exterior surface that are offered for sale by Settling Defendants and that are

1 purchased and/or used by individuals in California that: (i) appear to be suitable for food or
2 beverage use but are labeled in accordance with requirements described in 21 Code of Federal
3 Regulations (“C.F.R.”) 109.16 for products not intended for use with food or beverages; (ii)
4 physically could not be used to store, serve or consume foods or beverages; or (iii) are not
5 reasonably used for the storage, serving or consumption of food or beverages. Such products
6 include, but are not limited to: vases, votive holders, candleholders/candelabras, ashtrays,
7 coasters, mirrors, napkin rings, centerpieces, trivets, decorative tiles, holiday ornaments,
8 keepsake/music boxes, pencil holders, desk sets, picture frames, figurines, soap dispensers,
9 toothbrush holders, soap dishes, tissue caddies, garden ornaments, flower pots, plant holders, wall
10 hangings, lamps, and other like items (herein after collectively referred to as “Glassware Non-
11 Food/Beverage Products” or “Category C Products”);

12 (D) Ceramicware household products with colored artwork, designs and/or
13 markings on the exterior surface that are offered for sale by Settling Defendants, and that are
14 purchased and/or used by individuals in California that: (i) appear to be suitable for food or
15 beverage use but are labeled in accordance with requirements described in 21 C.F.R. 109.16 for
16 products not intended for use with food or beverages; (ii) physically could not be used to store,
17 serve or consume foods or beverages; or (iii) are not reasonably used for the storage, serving or
18 consumption of foods or beverages. Such products include, but are not limited to: vases, votive
19 holders, ashtrays, coasters, napkin rings, centerpieces, trivets, holiday ornaments, keepsake/music
20 boxes, decorative tiles, pencil holders, desk sets, picture frames, figurines, soap dispensers,
21 toothbrush holders, soap dishes, tissue caddies, garden ornaments, flower pots, plant holders, wall
22 hangings, lamps, and other like items (herein after collectively referred to as “Ceramicware Non-
23 Food/Beverage Products” or “Category D Products”).

24 (E) Glass, metalwork, and/or other consumer products containing lead solder to
25 which consumers may reasonably be exposed as the result of foreseeable use or handling that are
26 offered for sale by Settling Defendants, and that are purchased and/or used by individuals in
27 California. Such products include, but are not limited to: suncatchers, terrariums, stained glass
28 ornamentals, Tiffany-style lamps, glass inserts with lead solder, mirrors, picture frames, votive

1 holders or any other household product using lead solder to which consumers may reasonably be
2 exposed (herein after collectively referred to as “Lead-Soldered Products” or “Category E
3 Products”).

4 (F) Leaded crystal products, other than decanters, flacons, stopped pitchers,
5 and mustard and jampots manufactured by Baccarat, that are offered for sale by Settling
6 Defendants, including, among others, certain decanters, glasses, and other serveware, and that are
7 purchased and/or used by individuals in California (herein after collectively referred to as
8 “Leaded Crystal Products” or “Category F Products”).

9 Unless referred to separately by category, all of the products described in section 1.4
10 above shall be collectively referred to herein as “Covered Products.” The categories of products
11 described above are Covered Products as to each Settling Defendant only to the extent each
12 category of Products has been specifically included in the 60-Day Notice of Violation to that
13 Settling Defendant.

14 **1.4 General Allegations.** Plaintiff alleges that the Settling Defendants have, within
15 twelve months of their receipt of the Notice of Violation described in Section 1.6 below, offered
16 for sale in the State of California Covered Products that contain (and cause exposure to) lead
17 and/or cadmium without providing clear and reasonable warning as required by the Safe Drinking
18 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 *et seq.*,
19 also known as Proposition 65. Lead and cadmium are listed as carcinogens and reproductive
20 toxicants. Lead, lead compounds and cadmium are listed under Proposition 65 and shall be
21 referred to herein as the “Listed Chemicals.”

22 **1.5 Notices of Violation.** Over a period of several months, commencing on
23 December 17, 2004, Brimer served Settling Defendants and various public enforcement agencies
24 with documents, entitled “60-Day Notices of Violation” (“Notices”) that provided Settling
25 Defendants and the public enforcers with notice that Settling Defendants were allegedly in
26 violation of Health & Safety Code § 25249.6 for failing to warn individuals that Category A
27 Products and/or Category B Products that each such Settling Defendant sold in California expose
28 consumers to one or more of the Listed Chemicals contained in the exterior decorations on the

1 Covered Products. By no later than October 17, 2005, Brimer will have served Settling
2 Defendants and various public enforcement agencies with documents, entitled “Supplemental
3 Notice of Violation” (“Supplemental Notice”) that will have provided Settling Defendants and the
4 public enforcers with notice that Settling Defendants were in violation of Health & Safety Code
5 § 25249.6 for failing to warn individuals that Covered Products that they sold which were not
6 within the categories identified in the original Notices expose individuals in California to one or
7 more of the Listed Chemicals contained in the Covered Products. The definition of Covered
8 Products as to as to any Settling Defendant hereunder shall not be deemed to include products
9 falling into additional Categories identified in the Supplemental Notice which were not identified
10 in the original Notices until the sixty-sixth (66th) day following the date of issuance of the
11 Supplemental Notice and shall not, as of that date include such Categories of products if an
12 authorized public prosecutor has, prior to that date, filed a Proposition 65 enforcement action as
13 to that Settling Defendants products in those additional Categories.

14 **1.6 Complaints.** Commencing on March 16, 2005, and continuing thereafter, Brimer,
15 in the interest of the general public in California, filed complaints in the Superior Court for the
16 City and County of San Francisco against Settling Defendants, alleging violations of Health &
17 Safety Code § 25249.6 based on alleged exposures to one or more of the Listed Chemicals
18 contained in Category A Products and/or Category B products they sold (*Brimer v. Universal*
19 *Screen Arts, Inc. et al.*, San Francisco Superior Court No. 439564; *Brimer v. Lillian Vernon*
20 *Corporation*, San Francisco Superior Court No. 439565; *Brimer v. Casual Living USA, Inc.*, San
21 Francisco Superior Court No. 439567; *Brimer v. RedEnvelope, Inc.*, San Francisco Superior Court
22 No. 442153) (hereafter referred to as “Complaints” or the “Actions”). These Complaints shall be
23 deemed amended to incorporate the additional categories of Covered Products described in the
24 Supplemental Notices as of the sixty-sixth (66th) day following the date of the Supplemental
25 Notices, provided that no public enforcement authority designated under Health & Safety Code §
26 25249.7 has filed a complaint against the recipient Settling Defendant on behalf of the public
27 interest with respect to those newly noticed categories of Covered Products. Pursuant to a
28 stipulation of the Parties, prior to the entry of this Consent Judgment by the Court, all Complaints

1 will have been consolidated under the caption of *Russell Brimer v. Universal Screen Arts, Inc., et*
2 *al.*, San Francisco Superior Court Action No. 439564.

3 **1.7 No Admission.** Settling Defendants deny the material factual and legal allegations
4 contained in Plaintiff's Complaints and maintain that all products that they have offered for sale
5 and/or sold in California have been and are in compliance with all laws. Unless otherwise
6 specified herein, nothing in this Consent Judgment shall be construed as an admission by Settling
7 Defendants of any fact, finding, issue of law, or violation of law; nor shall compliance with this
8 Consent Judgment constitute or be construed as an admission by Settling Defendants of any fact,
9 finding, conclusion, issue of law or violation of law. However, this section shall not diminish or
10 otherwise affect the obligations, responsibilities and duties of Settling Defendants under this
11 Consent Judgment.

12 **1.8 Consent to Jurisdiction.** For purposes of this Consent Judgment only, Plaintiff
13 and Settling Defendants stipulate that this Court has jurisdiction over the allegations of violations
14 contained in the Notices, Supplemental Notices, and Complaints and personal jurisdiction over
15 Settling Defendants as to the acts alleged in the Complaints, that venue is proper in the City and
16 County of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment and
17 to enforce the provisions thereof.

18 **1.9 Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall
19 be October 17, 2005.

20 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

21 **2.1 Warning Obligations for Covered Products**

22 **(a) Required Warnings.** After the Effective Date, Settling Defendants shall
23 not offer for sale any Covered Products containing one or more of the Listed Chemicals, (or
24 supply any Covered Product containing one or more of the Listed Chemicals to any entity) for
25 distribution, sale or use in California, unless clear and reasonable warnings are given in
26 accordance with one or more provisions in subsection 2.2 below.

27 **(b) Exceptions.** The warning requirements set forth in subsections 2.1(a) and
28 2.2 below shall not apply to:

- 1 (i) any Covered Products offered for sale before December 31, 2005;
- 2 (ii) Reformulated Products (as defined below in subsection 2.3 below);
- 3 or
- 4 (iii) any Covered Products supplied to Settling Defendants by any other
- 5 person in the course of doing business which are subject to and in
- 6 compliance with a final judgment in an action brought by Brimer,
- 7 Dr. Whitney Leeman or Michael DiPirro or a public enforcer whose
- 8 action was brought on behalf of the People of the State of
- 9 California addressing Proposition 65 warning obligations arising
- 10 from alleged exposures to Listed Chemicals.

11 **2.2 Clear and Reasonable Warnings.** The methods and language outlined in the
12 following subsections describe the Settling Defendants' options for satisfying the warning
13 obligations described in section 2.1(a), depending, in part, on the manner of sale and type of
14 Covered Product.

15 (a) **Mail Order Catalog and Internet Sales.** A Settling Defendant shall
16 satisfy its warning obligations for Covered Products that are sold by mail order catalog or from
17 the internet to California residents, by arranging for the provision of a warning containing the
18 language in subsection 2.2(a)(i) to be included: (a) in the mail order catalog (if any) and on the
19 website (if any); or (b) with the Covered Product when it is shipped to an address in California.
20 Any warnings given in the mail order catalog or on the website shall identify the *specific* Covered
21 Product to which the warning applies:

22 (i) **Mail Order Catalog.** A warning may be given by placing the
23 warning language below in the same type size as the product description text within the catalog,
24 either (a) on the inside front cover of any catalog, provided that it is also referenced on the page
25 on which the Covered Product is displayed through use on the display page of the Designated
26 Symbol (shown on Exhibit A), in which event text in the header or footer of each page on which
27 the Designated Symbol appears must also direct the consumer to the inside front cover for the
28 definition of the Designated Symbol; (b) on the same page as any order form for the Covered
Product(s), provided that the Covered Product(s) to which the warning applies is or are also
specifically referenced by means of listing or use of the Designated Symbol on that page; or
(c) on the same page and in the same location as the display and/or description of the Covered

1 Product. The warning must use one of the language formulations below depending on which of
2 these warning methods is being employed.

3 **Warning text where item is displayed and/or described:**

4 **WARNING:** This product contains lead and/or cadmium,
5 chemicals known to the State of California to cause
6 birth defects or other reproductive harm.

6 **Warning text on inside front cover or on order form when Designated Symbol will be**
7 **used elsewhere in catalog to identify items to which it applies:**

8 **WARNING:** Certain products offered for sale in this catalog
9 contain lead and/or cadmium, chemicals known to
10 the State of California to cause birth defects or other
11 reproductive harm. Products identified with this
12 symbol are the ones for which this warning is given:
13 [Designated Symbol]

12 Any changes to the manner, delivery, language or format of the warning required by this
13 subsection shall only be made following: (1) written approval from the California Attorney
14 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for
15 the opportunity to comment; or (2) Court approval.

16 If the Settling Defendant elects to provide warnings in the mail order catalog, then the
17 warnings must be included in all catalogs sent to the printer after December 1, 2005, for all first,
18 subsequent or additional printings;

19 (ii) **Internet Web Sites and Pages.** A warning may be given in
20 conjunction with the sale of a Covered Product sold through the internet, provided it appears
21 either (a) on the same web page on which a Covered Product is displayed and/or described; (b) on
22 the same web page as the order form for a Covered Product; (c) on one or more web pages
23 automatically displayed to a purchaser during the checkout and order confirmation process for
24 sale of a Covered Product. The following warning statement shall be used and shall appear in any
25 of the above instances adjacent to or immediately following the display or description of the
26 Covered Product for which it is given in the same type size as the product description text:

27 **WARNING:** This product contains lead and/or cadmium,
28 chemicals known to the State of California to cause
birth defects or other reproductive harm.

1 Alternatively, the Designated Symbol may appear adjacent to or immediately following the
2 display, description or price of the Covered Product for which a warning is being given, provided
3 that the following warning statement also appears elsewhere on the same web page:

4 **WARNING:** Products identified on this page with the following
5 symbol contain lead and/or cadmium, chemicals
6 known to the State of California to cause birth
7 defects or other reproductive harm: [show
8 Designated Symbol]

7 **(iii) Package Insert or Label.** For all Covered Products sold by
8 catalog or via the internet, a warning may be provided with the Covered Product when it is
9 shipped directly to an individual in California, by either: (a) affixing the following warning
10 language to the packaging, labeling or directly to a specific Covered Product:¹

11 **WARNING:** This product contains lead and/or cadmium,
12 chemicals known to the State of California to cause
13 birth defects or other reproductive harm.

13 (b) inserting a warning card or slip of paper measuring at least 4” x 6” in the shipping carton
14 which contains warning language identical to the above warning statement;² or (c) by placing the
15 above warning statement on the packing slip or customer invoice on the line directly below the
16 description of the Covered Product on the packing slip or customer invoice; or (d) by placing the
17 following language elsewhere on the packing slip or invoice and specifically identifying the
18 Covered Product in lettering of the same size as the description of the Covered Product:

19 **WARNING:** The following product(s) contain(s) lead and/or
20 cadmium, chemicals known to the State of
21 California to cause birth defects or other
22 reproductive harm: [list products for which warning
23 is given].

22 The Settling Defendant shall, in any of these instances, in conjunction with providing the
23 warning, also inform the consumer that he or she may return the Covered Product for a full refund

24 _____
25 ¹ A warning statement or sticker placed on the bottom of the product packaging is deemed
an inadequate warning for purposes of this Consent Judgment.

26 ² If more than one product is in the shipping carton and the warning does not apply to all
27 products in that carton, then the warning card or slip shall be supplied in a manner which
28 distinguishes between the Covered Products for which it is being given and any to which it does
not apply.

1 (including shipping costs for both the receipt and the return of the Covered Product) within thirty
2 (30) days of his or her receipt of the Covered Product.

3 **2.3 Reformulation Standards.** The following section sets forth the specifications
4 which the Covered Products must meet in order to be sold without a Proposition 65 warning. For
5 purposes of this section, the following definitions apply:

6 “Children’s Product” is defined as any Covered Product
7 intended or marketed primarily for use by children such as:
8 Covered Products with designs on their exterior surface which are
9 affiliated with children’s toys or entertainment (*e.g.*, Sesame
10 Street, Looney Tunes, Barbie, and Winnie the Pooh); Covered
11 Products of a reduced size so as to be marketed primarily for use
12 by children (*e.g.*, reduced-size juice glasses intended for use by
13 children); or Covered Products of a type or category (*e.g.*, “piggy
14 banks”) which typically would be used by children, and all similar
15 items.

16 “Exterior Decorations” is defined as all colored artwork,
17 designs and/or markings on the exterior surface of the Covered
18 Product.

19 “Lip and Rim Area” is defined as the exterior top
20 20 millimeters of a hollowware Glassware or Ceramicware
21 Food/Beverage Product, as defined by American Society of
22 Testing and Materials Standard Test Method C927-99.

23 “No Detectable lead or cadmium” shall mean that neither
24 lead nor cadmium is detected at a level above two one-hundredths
25 of one percent (0.02%) of lead or eight one-hundredths of one
26 percent (0.08%) of cadmium by weight, respectively, using a
27 sample size of the materials in question measuring approximately
28

1 50-100 mg and a test method of sufficient sensitivity to establish a
2 limit of quantitation of less than 200 ppm.³

3 “Reformulated Product” refers to any Covered Product that
4 meets the reformulation standards described in section 2.3 as set
5 forth below.

6 **2.3.1 Glassware Reformulation Standards**

7 A Glassware Food/Beverage Product is a Reformulated Product if it satisfies the standards
8 outlined in subsections 2.3.1 (a) *or* (b), subject to the following qualifications:

9 All Children’s Products must meet the Decorative Material Content-Based
10 standard outlined in subsection 2.3.1(b) to be considered a Reformulated Product.

11
12 If a Glassware Food/Beverage Product has Exterior Decorations in the Lip and
13 Rim Area, it must also satisfy subsection 2.3.1(c) to be considered a Reformulated
14 Product.

15 A Glassware Non-Food/Beverage Use Product may qualify as a Reformulated Product by
16 meeting the Glassware Food/Beverage standards outlined in 2.3.1(a) *or* (b) *or* the alternate
17 Glassware Non-Food/Beverage standard outlined in subsection (d) if applicable.

18 (a) **Wipe Test-Based Standard.** The Glassware Food/Beverage Product must
19 produce a test result no higher than 1.0 micrograms (ug) of lead or 8.0 ug of cadmium as
20 applied to all of the Exterior Decorations and performed as outlined in NIOSH method no. 9100.

21 (b) **Decorating Material Content-Based Standard.** The Exterior
22 Decorations, exclusive of the Lip and Rim Area, must only utilize decorating materials that
23 contain six one-hundredths of one percent (0.06%) of lead and forty-eight one-hundredths of one
24

25
26
27 ³ If the decoration is tested after it is affixed to the Covered Product, the percentage of the
28 Listed Chemical by weight must relate only to the decorating material and must not include any
quantity attributable to non-decorating material (*e.g.*, the glass substrate).

1 percent (0.48%) of cadmium by weight or less as measured either before or after the material is
2 fired onto (or otherwise affixed to) the Product, using EPA Test Method 3050B.⁴

3 (c) **Lip and Rim Area Decoration.** All Exterior Decorations that extend into
4 the Lip and Rim Area must only utilize decorating materials that contain No Detectable lead or
5 cadmium.

6 (d) **Alternative Non Food/Beverage Use Product Standard.** A Glassware
7 Non Food/Beverage Use Product qualifies as a Reformulated Product if it achieves a test result of
8 4.0 ug of lead and 32.0 ug of cadmium or less as applied to all of the decorated portions of all
9 surfaces of the Product performed as outlined in NIOSH method no. 9100. A Children's Product
10 that is also a Glassware Non-Food/Beverage Use Product must nevertheless meet the standards
11 outlined in subsection 2.3.1(b) to be considered a Reformulated Product.

12 2.3.2 Ceramicware Reformulation Standards

13 A Ceramicware Food/Beverage Product is a Reformulated Product if it satisfies the
14 standards outlined in subsections 2.3.2(a) *or* (b) *or* (c), subject to the following qualifications:

15 All Children's Products must meet the Decorating Materials Content-Based
16 Standard outlined in subsection 2.3.2(b) to be considered a Reformulated Product.

17
18 If the Product is decorated in the Lip and Rim Area, it must also satisfy subsection
19 2.3.2(d) to be considered a Reformulated Product.

20 A Ceramicware Non-Food/Beverage Use Product may qualify as a Reformulated Product
21 by meeting the standards outlined in subsection 2.3.2(a), (b) *or* (c) or the alternate standard
22 outlined in subsection (e) below.

23 (a) **Wipe Test-Based Standard.** The Ceramicware Food/Beverage Product
24 must produce a test result no higher than 1.0 micrograms (ug) of lead or 8.0 ug of cadmium
25

26
27 ⁴ If the decoration is tested after it is affixed to the Covered Product, the percentage of the
28 Listed Chemical by weight must relate only to the decorating material and must not include any
quantity attributable to non-decorating material (*e.g.*, the glass or ceramic substrate).

1 applied on all of the decorated portions of all exterior surfaces of the Product performed as
2 outlined in NIOSH method no. 9100.

3 **(b) Decorating Material Content-Based Standard.** The Exterior
4 Decorations, exclusive of the Lip and Rim Area, must only utilize decorating materials that
5 contain six one-hundredths of one percent (0.06%) of lead by weight or less *and* forty-eight one-
6 hundredths of one percent (0.48%) of cadmium by weight or less, as measured either before or
7 after the material is fired onto (or otherwise affixed to) the Product, using EPA Test Method
8 3050B.⁵

9 **(c) Total Acetic-Acid Immersion Test Based Standard.** The Ceramicware
10 Food/Beverage Product must achieve a result of 0.99 ppm or less for lead and 7.92 ppm or less
11 for cadmium after correction for internal volume when tested under the protocol attached hereto
12 as Exhibit B (the ASTM C927-99 test method, modified for total immersion with results
13 corrected for internal volume).⁶

14 **(d) Lip and Rim Area Exterior Decoration.** If the Ceramicware
15 Food/Beverage Product contains Exterior Decorations in the Lip and Rim Area:

16 (i) Any Exterior Decorations that extend into the Lip and Rim Area
17 must only utilize decorating materials that contain No Detectable lead or cadmium *or*

18 (ii) The Ceramicware Food/Beverage Product must yield a test result
19 showing a concentration level of 0.5 ug/ml or less of lead and a result of 4.0 ug/ml or less of
20 cadmium using ASTM method C 927-99.⁷

21 **(e) Alternative Non Food/Beverage Use Product Standard.** A Ceramicware
22 Non Food/Beverage Use Product qualifies as a Reformulated Product if it achieves a test result of
23 4.0 ug or less of lead and 32.0 ug or less of cadmium as applied to all of the decorated portions of

24 _____
25 ⁵ If the decoration is tested after it is affixed to the Covered Product, the percentage of the
26 Listed Chemical by weight must relate only to the decorating material and must not include any
27 quantity attributable to non-decorating material (*e.g.*, the ceramicware substrate).

27 ⁶ Because this method requires correction for internal volume, this method and
28 subsections 2.3.2(c) and 2.3.2(d)(ii) are only appropriate for ceramic hollowware.

⁷ This subsection 2.3.2(d)(ii) is only appropriate for ceramic hollowware.

1 all surfaces of the Product performed as outlined in NIOSH method no. 9100. A Children's
2 Product that is also a Ceramicware Non-Food/Beverage Use Product must nevertheless meet the
3 standards outlined in subsection 2.3.2(b) to be considered a Reformulated Product.

4 **2.3.3. Lead Solder Glass and/or Metalwork Products Reformulation Standards**

5 A Lead Solder Product is a Reformulated Product if it satisfies the standards outlined in
6 subsections 2.3.3(a) *or* (b).

7 (a) **Wipe Test-Based Standard.** The Lead Solder Product must produce a test
8 result no higher than 5.0 micrograms (ug) of lead applied on all of the lead soldered surfaces of
9 the Product to which consumers may reasonably be exposed as the result of foreseeable use or
10 handling performed as outlined in NIOSH method no. 9100.

11 (b) **Material Content-Based Standard.** Solder materials must contain one-
12 tenth of one percent (0.1%) lead by weight or less, using EPA Test Method 3050B.

13 **2.4 Reformulation Goal.** Each Settling Defendant hereby commits: (1) to undertake
14 good faith efforts to ensure that as many Category A, B, C, D, and E Products (to the extent such
15 Categories are applicable to the Settling Defendant in question) as reasonably possible that it
16 offers for sale in California after December 31, 2006, shall either qualify as Reformulated
17 Products or will otherwise be exempt from the warning requirements of Section 2.1, and (2) with
18 the commitment that at least eighty percent (80%) of the Covered Products manufactured after
19 December 31, 2006 *and* reasonably likely to be sold in California will not require warnings
20 pursuant to Section 2.1, and to undertake all commercially reasonable efforts to sell one-hundred
21 percent (100%) Reformulated Products in California, after January 1, 2007.

22 **3. MONETARY PAYMENTS.**

23 **3.1** In settlement of all of the claims referred to in this Consent Judgment against
24 Settling Defendants, Settling Defendants shall each pay the following delineated amounts in civil
25 penalties to be apportioned by Plaintiff in accordance with Health & Safety Code § 25192, with
26 75% of these funds remitted to the State of California's Office of Environmental Health Hazard
27 Assessment and the remaining 25% of these penalty monies retained by Plaintiff as provided by
28 Health & Safety Code § 25249.12(d):

- 1 Casual Living USA, Inc.: \$19,000
- 2 Lillian Vernon Corporation: \$ 19,000
- 3 Universal/Signals.: \$ 17,500
- 4 RedEnvelope, Inc.: \$ 15,500

5 Plaintiff shall bear all responsibility for apportioning and paying to the State of California the
6 appropriate civil penalties paid in accordance with this section. The Parties understand that Dr.
7 Whitney Leeman, Ph.D. contributed significant effort to the investigation and enforcement of
8 these matters and, therefore, Plaintiff's portion of the penalties shall be further apportioned 68%
9 to Dr. Whitney Leeman, Ph.D. and 32% to Russell Brimer.

10 **3.2 Payment Schedule.** The payment set forth in this paragraph shall be made
11 payable to "Chanler Law Group In Trust for Russell Brimer" on or before October 17, 2005, and
12 be delivered to Plaintiff's counsel at the following address:

13
14 CHANLER LAW GROUP
15 Attn: Clifford A. Chanler
16 71 Elm Street, Suite 8
New Canaan, CT 06840

17 **4. REIMBURSEMENT OF FEES AND COSTS**

18 **4.1** The Parties acknowledge that Plaintiff and his counsel offered to resolve this
19 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
20 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
21 Settling Defendants then expressed a desire to resolve the fee and cost issue shortly after the other
22 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
23 the compensation due to Plaintiff and his counsel under the private attorney general doctrine
24 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date.
25 Under the private attorney general doctrine, Settling Defendants shall reimburse Plaintiff and his
26 counsel for fees and costs, incurred as a result of investigating, bringing this matter to their
27 attention, litigating and negotiating a settlement in the public interest. Settling Defendants shall
28

1 each pay Plaintiff and his counsel the following delineated amounts for his attorneys' fees, expert
2 and investigation fees, and litigation costs:

3 Casual Living USA, Inc.: \$ 45,000;

4 Lillian Vernon Corporation: \$ 45,000

5 Universal/Signals: \$ 41,500

6 RedEnvelope, Inc.: \$ 33,500

7 The payments shall be made payable to the "Chanler Law Group" and shall be delivered to
8 Plaintiff's counsel on or before October 17, 2005, at the following address:

9 CHANLER LAW GROUP
10 Attn: Clifford A. Chanler
11 71 Elm Street, Suite 8
New Canaan, CT 06840

12 Except as specifically provided in this Consent Judgment, Settling Defendants shall have
13 no further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with
14 regard to the Covered Products or this Consolidated Action.

15 **5. RELEASE OF ALL CLAIMS**

16 **5.1 Plaintiff's Release of Settling Defendants.** In further consideration of the
17 promises and agreements herein contained, and for the payments to be made pursuant to
18 sections 3 and 4, Plaintiff, on behalf of himself, his past and current agents, representatives,
19 attorneys, successors and/or assignees, and in the interest of the general public, hereby waives all
20 rights to institute or participate in, directly or indirectly, any form of legal action and release all
21 claims, including, without limitation, all actions, causes of action, in law or in equity, suits,
22 liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including,
23 but not limited to, investigation fees, expert fees and attorney's fees) of any nature whatsoever,
24 whether known or unknown, fixed or contingent (collectively "Claims"), against each Settling
25 Defendant and each of its dealers, customers, owners, purchasers, parent companies, corporate
26 affiliates, subsidiaries and their respective officers, directors, attorneys, representatives,
27 shareholders, agents, and employees (collectively, "Settling Defendants' Releasees") arising
28 under or derived from Proposition 65, related to Settling Defendants or Settling Defendants'

1 Releasees' alleged failure to warn about exposures to one or more of the Listed Chemicals
2 contained in the Covered Products distributed or offered for sale by any Settling Defendant.

3 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
4 binding resolution of any direct or derivative violation of Proposition 65, that has been or could
5 have been asserted in the Complaints against Settling Defendants for the Settling Defendants'
6 Releasees alleged failure to provide clear and reasonable warnings of exposure to or identification
7 of one or more of the Listed Chemicals in the Covered Products distributed or offered for sale by
8 any Settling Defendant.

9 It is specifically understood and agreed that a Settling Defendant's compliance with the
10 terms of this Consent Judgment resolves all issues and liability, now and in the future (so long as
11 that Settling Defendant complies with the terms of the Consent Judgment) concerning that
12 Settling Defendant's and the Settling Defendant's Releasees' compliance with the requirements
13 of Proposition 65, as to the Listed Chemicals in the Covered Products offered for sale by that
14 Settling Defendant.

15 The releases provided by Plaintiff in this subsection shall not extend upstream to the
16 Covered Product manufacturer, importer, distributor or supplier from whom a Settling Defendant
17 purchased or received any Covered Products, except insofar as such entity itself is a Settling
18 Defendant. This release also expressly excludes the potential liability of Settling Defendants'
19 Releasees for the use or sale of any Covered Product not supplied to them by a Settling
20 Defendant.

21 **5.2 Settling Defendants' Release of Plaintiff.** Each Settling Defendant waives all
22 rights to institute any form of legal action against Plaintiff, or his attorneys or representatives, for
23 all actions taken or statements made by Plaintiff and his attorneys or representatives, in the course
24 of investigating and/or seeking enforcement of Proposition 65, against them in this matter, and/or
25 with respect to the Covered Products.

26 **6. COURT APPROVAL**

27 This Consent Judgment is not effective until it is approved and entered by the Court and
28 shall be null and void if, for any reason, it is not approved and entered by the Court within one

1 year after it has been fully executed by all Parties, in which event any monies that have been
2 provided to Plaintiff, or his counsel pursuant to section 3 and/or section 4 above, shall be
3 refunded within fifteen (15) days.

4 **7. SEVERABILITY**

5 If, subsequent to court approval of this Consent Judgment, any of the provisions of this
6 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
7 provisions remaining shall not be adversely affected.

8 **8. ATTORNEYS' FEES**

9 In the event that a dispute arises with respect to any provision of this Consent Judgment,
10 the prevailing party shall, except as otherwise provided herein, be entitled to recover reasonable
11 costs and attorneys' fees incurred in connection with such dispute.

12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of
14 California and apply within the State of California. In the event that Proposition 65 is repealed or
15 is otherwise rendered inapplicable by reason of law generally, or as to any category of Covered
16 Products specifically, then Settling Defendants and Settling Defendants' Releasees shall have no
17 further obligations pursuant to this Consent Judgment with respect to, and to the extent that, those
18 respective categories of Covered Products are so affected.

19 **10. NOTICES**

20 All correspondence and notices required to be provided pursuant to this Consent Judgment
21 shall be in writing and personally delivered or sent by first-class, registered, certified mail, return
22 receipt requested or overnight courier to Plaintiff and the affected Settling Defendant(s) at the
23 addresses listed in Exhibit C. Any Settling Defendant may specify a change of address to which
24 all notices and other communications shall be sent by providing such notice to Plaintiff and all
25 other Settling Defendants.

1 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

2 This Consent Judgment may be executed in counterparts and by facsimile, each of which
3 shall be deemed an original, and all of which, when taken together, shall constitute one and the
4 same document.

5 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

6 Plaintiff shall comply with the regulations promulgated under Health & Safety Code
7 § 25249.7(f) regarding the reporting of the Consent Judgment to the California Attorney
8 General’s Office following its execution by all Parties. A noticed motion to enter the Consent
9 Judgment will then be served on the California Attorney General’s Office at least forty-five (45)
10 days prior to the date a hearing is scheduled on such motion in the Superior Court for the City and
11 County of San Francisco unless the Court allows a shorter period of time.

12 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

13 Plaintiff and each Settling Defendant shall mutually employ their best efforts to support
14 the entry of this Agreement as a Consent Judgment and obtain approval of the Consent Judgment
15 by the Court in a timely manner. The Parties acknowledge that, pursuant to Health & Safety
16 Code § 25249.7, a noticed motion is required to obtain judicial approval of this Consent
17 Judgment. Accordingly, the Parties agree to file a Joint Motion to Approve the Agreement
18 (“Joint Motion”), the first draft of which Settling Defendants’ counsel shall prepare, within a
19 reasonable period of time after the Execution Date (*i.e.*, not to exceed fifteen (15) days unless
20 otherwise agreed to by the Parties’ counsel based on unanticipated circumstances). Plaintiff’s
21 counsel shall prepare a declaration in support of the Joint Motion which shall, *inter alia*, set forth
22 support for the fees and costs to be reimbursed pursuant to Section 4. Settling Defendants shall
23 have no additional responsibility to Plaintiff’s counsel pursuant to Code of Civil Procedure
24 § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to
25 the preparation and filing of the Joint Motion and its supporting declaration or with regard to
26 Plaintiff’s counsel appearing for a hearing or related proceedings thereon.

27
28

1 **14. MODIFICATION**

2 This Consent Judgment may be modified, including pursuant to section above, only by:

3 (1) written agreement of the Parties and upon entry of a modified Consent Judgment by the Court
4 thereon; or (2) motion of any Party as provided by law and upon entry of a modified Consent
5 Judgment by the Court. The Attorney General shall be served with notice of any proposed
6 modification to this Consent Judgment at least fifteen (15) days in advance of its consideration by
7 the Court.

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1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood and agree to all of the terms and conditions of this
4 Consent Judgment.

5
6 **AGREED TO:**

AGREED TO:

7 **Date:** 10-3-05

Date: _____

8
9 **By:** 

By: _____

10 Plaintiff Russell Brimer

Defendants Universal Screen Arts, Inc.
and Signals Catalogue Corp.

11
12 **AGREED TO:**

13
14 **Date:** _____

15
16 **By:** _____

Defendant Lillian Vernon Corporation

17
18 **AGREED TO:**

19
20 **Date:** _____

21
22 **By:** _____

Defendant Casual Living USA, Inc.

1 15. AUTHORIZATION

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood and agree to all of the terms and conditions of this
4 Consent Judgment.

5 AGREED TO:

6
7 Date: _____
8
9 By: _____
10 Plaintiff Russell Brimer

AGREED TO:

11
12 Date: 10/19/05
13
14 By: [Signature]
15 ROBERT E. HUGHES-GOD
16 Defendants Universal Screen Arts, Inc.
17 and Signals Catalogue Corp.

AGREED TO:

18
19 Date: _____
20
21 By: _____
22 Defendant Lillian Vernon Corporation

AGREED TO:

23
24 Date: _____
25
26 By: _____
27 Defendant Casual Living USA, Inc.
28

1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood and agree to all of the terms and conditions of this
4 Consent Judgment.

5	AGREED TO:	AGREED TO:
6		
7	Date: _____	Date: _____
8		
9	By: _____	By: _____
10	Plaintiff Russell Brimer	Defendants Universal Screen Arts, Inc. and Signals Catalogue Corp.

11		AGREED TO:
12		
13		Date: <u>10/7/05</u>
14		
15		By: <u>[Signature]</u>
16		Defendant Lillian Vernon Corporation

17		AGREED TO:
18		
19		Date: _____
20		
21		By: _____
22		Defendant Casual Living USA, Inc.

1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood and agree to all of the terms and conditions of this
4 Consent Judgment.

5
6 **AGREED TO:**

AGREED TO:

7 **Date:** _____

Date: _____

8
9 **By:** _____

By: _____

10 **Plaintiff Russell Brimer**

**Defendants Universal Screen Arts, Inc.
and Signals Catalogue Corp.**

11
12 **AGREED TO:**

13 **Date:** _____

14
15 **By:** _____

16 **Defendant Lillian Vernon Corporation**

17
18 **AGREED TO:**

19 **Date:** Alix Franklandon

20
21 **By:** 10/11/05

22 **Defendant Casual Living USA, Inc.**

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AGREED TO:

Date: _____

By: _____

Defendant RedEnvelope, Inc.

APPROVED AS TO FORM:

Date: 10/3/05

CHANLER LAW GROUP

By: *Cliff Chanler*

Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

APPROVED AS TO FORM:

Date: _____

MORRISON & FOERSTER LLP

By: _____

Robert L. Falk
Attorneys for Defendants
UNIVERSAL SCREEN ARTS, INC.;
SIGNALS CATALOGUE CORP.;
LILLIAN VERNON CORPORATION;
CASUAL LIVING USA, INC.; AND
REDENVELOPE, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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AGREED TO:

Date: Oct 11, 2005

By: Alison L. Fay
Defendant RedEnvelope, Inc.

APPROVED AS TO FORM:

Date: _____

CHANLER LAW GROUP

By: _____

Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

APPROVED AS TO FORM:

Date: 10-4-05

MORRISON & FOERSTER LLP

By: Robert L. Falk

Robert L. Falk
Attorneys for Defendants
UNIVERSAL SCREEN ARTS, INC.;
SIGNALS CATALOGUE CORP.;
LILLIAN VERNON CORPORATION;
CASUAL LIVING USA, INC.; AND
REDENVELOPE, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A
DESIGNATED SYMBOL



EXHIBIT B

EXHIBIT B

TESTING PROTOCOL

For purposes of the Reformulation Standards in this Consent Judgment, the method on the attached pages, ASTM C 927-80 (reapproved in 1999 and 2004), shall be modified for total immersion of the Covered Products.

As modified, carefully add 4% acetic acid leaching solution from a graduated cylinder to each container containing a sample until the sample is fully immersed in solution. Record the volume of solution used. The container must comply with the diameter requirements specified in the protocol, while being large enough to fully immerse the product.

The remainder of the protocol should be followed as set forth in the attached document.



Designation: C 927 – 80 (Reapproved 2004)

Standard Test Method for Lead and Cadmium Extracted from the Lip and Rim Area of Glass Tumblers Externally Decorated with Ceramic Glass Enamels¹

This standard is issued under the fixed designation C 927; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This test method covers the determination of lead and cadmium extracted by acetic acid from the lip and rim area of glassware used for drinking and which is exteriorly decorated with ceramic glass enamels. The procedure of extraction may be expected to accelerate the release of lead and cadmium from the decorated area and to serve, therefore, as a severe test that is unlikely to be matched under the actual conditions of usage of such glassware. This test method is specific for lead and cadmium.

Note 1—For additional information see Test Method C 738.

1.2 The values stated in acceptable metric units are to be regarded as the standard. The values given in parentheses are for information only.

1.3 *This standard may involve hazardous materials, operations, and equipment. This standard does not purport to address all of the safety concerns associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 ASTM Standards:²

C 738 Test Method for Lead and Cadmium Extracted from Glazed Ceramic Surfaces

3. Terminology

3.1 Definitions:

¹ This test method is under the jurisdiction of ASTM Committee C14 on Glass and Glass Products and is the direct responsibility of Subcommittee C14.10 on Glass Decoration. It was developed jointly by ASTM Committee C-14 and C-21 on Ceramic Whitewares and Related Products, the Society of Glass Decorators A-20 Subcommittee on Ceramic Enamels Decorated Glass Tumblers, and an inter-agency Task Force consisting of FDA, EPA, and CPSC of the U.S. Government.

Current edition approved Oct. 1, 2004. Published October 2004. Originally approved in 1980. Last previous edition C 927 – 80 (1999).

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

3.1.1 *ceramic glass decorations*—ceramic glass enamels fused to glassware at temperatures above 425°C (800°F) to produce a decoration.

3.1.2 *ceramic glass enamels (also ceramic enamels or glass enamels)*—predominately colored, silicate glass fluxes used to decorate glassware.

3.1.3 *lip and rim area*—that part of a drinking vessel which extends 20 mm below the rim on the outside of the specimen.

4. Summary of Test Method

4.1 Lead and cadmium are extracted from the lip and rim area of the article under test by leaching with a 4 % acetic acid solution at 20 to 24°C (68 to 75°F) for 24 h and are measured by atomic absorption spectrophotometry using specific hollow cathode or electrodeless discharge lamps for lead and cadmium respectively. Results are reported as micrograms per millilitre (ppm) extracted relative to the internal volume of the glass article.

5. Significance and Use

5.1 The heavy metals, lead and cadmium, are known to cause serious health effects in man if consumed in excess. It is, therefore, important to measure the amount that may be extracted from an area of the glass drinking vessel in contact with the lip. Even though the amount of lead and cadmium extracted by this test method is in no way representative of the amount of the metals extracted by actual lip contact, the relative magnitude of metals extracted from one test specimen in relation to another test specimen provides an effective tool for discrimination.

6. Interferences

6.1 Since specific hollow cathode lamps or electrodeless discharge lamps for lead and cadmium are used, there are no interferences.

7. Apparatus

7.1 *Atomic Absorption Spectrophotometer (AAS)*, equipped with a 102-mm (4-in.) single slot or Belling burner head and digital concentration readout attachment (DCR) if available. This instrument should have a sensitivity of about 0.5 µg/mL of

lead for 1 % absorption and a sensitivity of about 0.025 µg/mL of cadmium for 1 % absorption. Use the operating conditions as specified in the instrument manufacturer's analytical methods manual.

7.2 *Hollow Cathode or Electrodeless Discharge Lead Lamp*, set at 283.3 nm.

7.3 *Hollow Cathode or Electrodeless Discharge Cadmium Lamp*, set at 228.8 nm.

7.4 *Glassware* of chemically resistant borosilicate glass for use in preparing and storing reagents and solutions, and for use as test specimen containers.

7.5 Detection limits of lead and cadmium shall be determined and reported for individual instruments. In this test method, the detection limit shall be defined as twice the mean noise level at 0 µg/mL. Representative detection limits would be approximately 0.01 to 0.03 µg/mL for lead and 0.0005 to 0.0010 µg/mL for cadmium.

8. Reagents

8.1 *Purity of Reagents*—Reagent grade chemicals shall be used in all tests. Unless otherwise indicated, it is intended that all reagents shall conform to the specifications of the Committee on Analytical Reagents of the American Chemical Society, where such specifications are available.³ Other grades may be used provided it is first ascertained that the reagent is of sufficiently high purity to permit its use without lessening the accuracy of the determination. Analyze each new batch of reagents for lead and cadmium.

8.2 *Purity of Water*—Unless otherwise indicated, references to water shall be understood to mean distilled or deionized water.

8.3 *Acetic Acid (4 volume %)*—Mix 1 volume of glacial acetic acid with 24 volumes of water.

8.4 *Cadmium Standard Stock Solution (1000 µg/mL of cadmium)*—Dissolve 0.9273 g of anhydrous cadmium sulfate in 250 mL of 1 % HCl (8.6) and dilute to 500 mL with 1 % HCl. Commercially available standard cadmium solutions may also be used.

8.5 *Detergent Rinse*—Add 2 mL of hand dishwashing detergent to 1 L of lukewarm tap water.

8.6 *Hydrochloric Acid (1 weight %)*—Mix 1 volume of concentrated hydrochloric acid (HCl, sp gr 1.19) with 37 volumes of water.

8.7 *Lead Standard Stock Solution (1000 µg/mL)*—Dissolve 1.598 g of lead nitrate (Pb(NO₃)₂) in 4 % acetic acid and dilute to 1 L with 4 % acetic acid. Commercially available standard lead solutions may also be used.

9. Sampling

9.1 *Continuous Process*—Since the amount of metal released from a decoration can be affected by the firing conditions, which may not be uniform across the width of thelehr,

a minimum of six samples should be taken representing both sides and the center of the lehr.

9.2 *Load or Pile*—A minimum of six samples should be randomly selected from throughout the load.

10. Preparation of Standards

10.1 *Lead Standard Working Solutions*—Dilute lead nitrate solution (8.7) with acetic acid (8.3) to obtain working standards having final lead concentrations of 0, 5, 10, 15, and 20 µg/mL.

10.2 *Cadmium Standard Working Solutions*—Dilute cadmium stock solution (8.4) with acetic acid (8.3) to obtain working standards having final cadmium concentrations of 0.0, 0.3, 0.5, 1, 1.5, and 2.0 µg/mL.

10.3 Fresh working solutions should be prepared daily.

11. Procedure

11.1 *Preparation of Sample*—Take six identical units and cleanse each with a detergent rinse. Then rinse with tap water followed by distilled water followed by air drying. Mark each unit 7 mm below the rim. Record the internal volume of each article in millilitres by filling from a graduated cylinder to approximately 6 to 7 mm (¼ in.) of overflowing. Mark each article, in a nondecorated area (if possible), 20 mm below the rim on the outside. Invert the article in an appropriate laboratory glassware container whose diameter is a minimum of 1.25 times and a maximum of 2.0 times the diameter of the test specimen at the rim. Carefully add 4 % acetic acid leaching solution from a graduated cylinder to the 20-mm mark. Record the volume of solution used. Cover the glassware containers, if possible, to prevent evaporation and to protect them from contamination. Let stand for 24 h at room temperature (20 to 24°C) in the dark. Remove the article after the 24-h leaching period and determine the lead and cadmium by atomic absorption. Record the lead and cadmium found in micrograms per millilitre.

NOTE 2—The possibility of a significant amount of evaporation exists. The analyst should determine whether the acetic acid leaching is noticeably below the 20-mm mark before removing the article. If it is, sufficient acetic acid solution should be added to restore the leaching solution to the 20-mm mark.

11.2 *Determination of Lead*—Set the instrument (7.1) for maximum signal at 283.3 nm using the lead hollow cathode lamp (7.2) (Note 3) and air/acetylene (C₂H₂) flow rates recommended by the manufacturer. Stir the sample (leaching) solution and pour off a portion into a clean flask or aspirate from the extraction container if suitable. Flush the burner with water and check zero point between readings. Determine lead from a standard curve of absorbance against µg/mL of lead or calibrate the direct concentration reading (DCR) unit in the concentration mode with lead working solutions (11.1) and read and record the sample concentration directly. Bracket the sample solution with the next higher and lower working solutions. Dilute samples containing more than 20 µg/mL of lead with 4 % acetic acid and reanalyze.

NOTE 3—Electrodeless discharge lamps may be substituted for hollow cathode lamps.

³ *Reagent Chemicals, American Chemical Society Specifications, American Chemical Society, Washington, DC. For suggestions on the testing of reagents not listed by the American Chemical Society, see *Analar Standards for Laboratory Chemicals*, BDH Ltd., Poole, Dorset, U.K.; and the *United States Pharmacopoeia and National Formulary*, U.S. Pharmacopoeial Convention, Inc. (USPC), Rockville, MD.*

11.3 *Determination of Cadmium*—Proceed as in 11.2 using the cadmium hollow cathode lamp (7.3) and cadmium standards (10.2). If the sample (leaching) solution contains more than 2 µg/mL of cadmium, dilute with 4 % acetic acid and reanalyze.

12. Calculation

12.1 Use the following equations to calculate the total amount of lead or cadmium metal released from the lip and rim area of the article expressed (1) in total micrograms and (2) parts per million of lead or cadmium metal leached relative to the internal volume of the article.

12.1.1 Determine lead or cadmium, *A*, in micrograms as follows:

$$A = C \times V_1 \quad (1)$$

12.1.2 Determine lead or cadmium, *A*, in parts per million as follows:

$$A = \frac{C \times V_1}{V_2} \quad (2)$$

where:

- C* = concentration of lead or cadmium in leaching solution, µg/mL;
- V*₁ = volume of leaching solution, mL; and
- V*₂ = internal volume of article, mL (Note 4).

Note 4—The internal volume of the article expressed in millilitres of water closely approximates its weight in grams. Therefore, in this instance microgram per millilitre equals microgram per gram which equals parts per million.

13. Report

13.1 A suggested report form is given in Fig. 1.


14. Precision and Bias

14.1 Precision for the analytical method for single or multiple operator within a single laboratory is within the sensitivity of the AAS used and as specified is about 0.5 µg/mL for lead and 0.25 µg/mL for cadmium.

14.2 The accuracy and between-laboratory precision are dependent upon the ability to obtain representative samples for the statistical universe being sampled.

15. Keywords

15.1 atomic absorption; cadmium; ceramic glass enamels; glaze; heavy metals; lead

 C 927 - 80 (2004)

LABORATORY TEST DATA

Lead and Cadmium Released from Lip and Rim Area of Drinking Glassware Decorated Externally with Ceramic Glass Enamels

Date _____

Manufacturer _____ Laboratory _____

Pattern _____

Detection Limit Lead _____

Reagent Blank Lead _____

Cadmium _____

Cadmium _____

Internal Volume, mL _____

Sample	Volume of Leaching Solution, mL	Concentration, µg/mL Lead,	Total µg	ppm Relative to Internal Volume
1				
2				
3				
4				
5				
6				
Avg				
		Cadmium		
1				
2				
3				
4				
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6				
Avg				

FIG. 1 Report Form

ASTM International takes no position respecting the validity of any patent rights asserted in connection with any item mentioned in this standard. Users of this standard are expressly advised that determination of the validity of any such patent rights, and the risk of infringement of such rights, are entirely their own responsibility.

This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM International Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, at the address shown below.

This standard is copyrighted by ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA 19428-2959, United States. Individual reprints (single or multiple copies) of this standard may be obtained by contacting ASTM at the above address or at 610-832-9585 (phone), 610-832-9555 (fax), or service@astm.org (e-mail); or through the ASTM website (www.astm.org).

EXHIBIT C

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EXHIBIT C
Contact Information for Purposes of Future Notice

Party Name: _____

Contact Person: _____

Mailing address: _____

Telephone: _____

Fax number: _____

Email address: _____