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

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

13 **CENTER FOR ENVIRONMENTAL HEALTH,**)
14 **a non-profit corporation,**)

15 **Plaintiff,**)

16 **v.**)

17 **ROSS STORES, INC; BIG LOTS, INC.; TOYS**)
18 **"R" US, INC.; TOYSRUS.COM, LLC.;**)
19 **WALGREEN COMPANY; and Defendant**)
20 **DOES 1 through 200, inclusive;**)

21 **Defendants.**

22 **Case No. CGC 05-444522 (consolidated**
23 **with Case Nos. 05-445712, 05-447187,**
24 **05-447915, 05-444523, 06-448593, 06-**
25 **448597, and 06-448596)**

26 **Assigned For All Purposes To The**
27 **Honorable**

28 **CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 1.1 On August 31, 2005, plaintiff the Center for Environmental Health ("CEH"), a
3 non-profit corporation acting in the public interest, filed a complaint ("the Complaint") in San
4 Francisco County Superior Court, entitled *Center for Environmental Health v. Ross Stores, Inc.,*
5 *et al.*, San Francisco County Superior Court Case Number CGC-06-444522 (the "CEH Action"),
6 for civil penalties and injunctive relief pursuant to the provisions of California Health & Safety
7 Code § 25249.5 *et seq.* ("Proposition 65"). On May 17, 2006, CEH filed the operative First
8 Amended Complaint ("FAC").

1 1.2 Defendant Ross Stores, Inc. ("Defendant") is a corporation that employs 10 or
2 more persons and is a retail seller of soft food and beverage containers such as lunchboxes and
3 coolers that CEH alleges are made of materials containing lead and/or lead compounds.

4 1.3 On or about May 19, 2005, CEH served Defendant and the appropriate public
5 enforcement agencies with the requisite 60-day notice that Defendant was allegedly in violation
6 of Proposition 65. CEH's notice and the FAC allege that Defendant exposes individuals who use
7 or otherwise handle certain Products to lead and/or lead compounds ("Lead"), chemicals known
8 to the State of California to cause cancer, birth defects and other reproductive harm, without first
9 providing clear and reasonable warning to such persons regarding the carcinogenicity and
10 reproductive toxicity of Lead. The notice and FAC allege that Defendant's conduct violates
11 Health & Safety Code § 25249.6, the warning provision of Proposition 65.

12 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court
13 has jurisdiction over the subject matter of the violations alleged in the FAC and personal
14 jurisdiction over Defendant as to the acts alleged in the FAC, that venue is proper in the County
15 of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment as a full and
16 final resolution of all claims that were or could have been raised in the FAC based on the facts
17 alleged therein.

18 1.5 The Parties enter into this Consent Judgment pursuant to a settlement of certain
19 disputed claims between the Parties as alleged in the FAC. By executing this Consent Judgment,
20 the Parties do not admit any facts or conclusions of law. It is the Parties' intent that nothing in
21 this Consent Judgment shall be construed as an admission by the Parties of any fact, conclusion of
22 law, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute
23 or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or
24 violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right,
25 remedy, argument or defense the Parties may have in this or any other or future legal proceedings.

26 1.6 The term "Products" shall mean soft food and beverage containers sold in the State
27 of California.

28

1 1.7 The term "Effective Date" shall mean the date of entry of this Consent Judgment
2 by the court.

3 1.8 The term "Supplier" shall mean a Person that directly supplies Products to
4 Defendant.

5 **2. COMPLIANCE**

6 2.1 **Specifications.** Commencing no later than 30 days after the Effective Date,
7 Defendant shall take commercially reasonable actions to provide written specifications to its
8 Suppliers requiring that, as to any Products such Suppliers provide to Defendant for sale in
9 California, the interior lining of the Products and exterior surface coating of the Products shall not
10 contain Lead in excess of 200 ppm and 600 ppm by weight, respectively, and that the exterior of
11 the Products shall not contain Lead in excess of 200 ppm by weight ("Material Specifications").

12 2.2 If, subsequent to the execution of this Consent Judgment by the Parties, the United
13 States or California adopt any statutes or regulations that contain restrictions on Lead content
14 applicable to the Products that are more restrictive regarding Lead content than the Material
15 Specifications set forth in Section 2.1, Defendant shall revise its Material Specifications to be
16 consistent with such later-enacted requirements.

17 **3. SETTLEMENT PAYMENTS**

18 3.1 **Monetary Payment in Lieu of Penalty:** \$5,500 shall be paid to CEH in lieu of
19 any penalty pursuant to Health and Safety Code § 25249.7(b). CEH shall use such funds to
20 continue its work protecting people from exposures to toxic chemicals. As part of this work,
21 CEH intends to conduct periodic testing of the Products. The payment required under this section
22 shall be made payable to CEH and delivered to the address set forth in Section 11.1.

23 3.2 **Attorneys' Fees and Costs:** \$12,000 shall be used to reimburse CEH and its
24 attorneys for their reasonable investigation fees and costs, attorneys' fees, and any other costs
25 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating and
26 negotiating a settlement in the public interest. The payment required under this section shall be
27 made payable to Lexington Law Group, LLP and delivered to the address set forth in Section 11.

28

1 **3.3 Timing of payments.** The payments required under this section shall be delivered
2 to the address set forth in Section 11.1 below within 10 days of entry of this Consent Judgment by
3 the Court. Any failure by Defendant to comply with the payment terms herein shall be subject to
4 a stipulated late fee in the amount of \$50 for each day after the delivery date the payment is
5 received. The late fees required under this section shall be recoverable, together with reasonable
6 attorneys' fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent
7 Judgment.

8 **4. ENFORCEMENT OF CONSENT JUDGMENT**

9 **4.1 General Enforcement Provisions.** The terms of this Consent Judgment shall be
10 enforced exclusively by the Parties hereto. The Parties may, by motion or application for an
11 order to show cause before the Superior Court of the County of San Francisco, enforce the terms
12 and conditions contained in this Consent Judgment, subject to the following provisions:

13 **4.2 Exclusive Enforcement of Section 2.** Any action to enforce this Consent
14 Judgment or Proposition 65 with regard to a Product sold by Defendant in California that is
15 alleged to contain Lead in excess of the Material Specifications ("Noncompliant Product") shall
16 be brought exclusively pursuant to Section 4.3.

17 **4.3 Enforcement Procedure for Noncompliant Products.**

18 **4.3.1 Notice of Violation.** In the event that, at any time following the Effective
19 Date, CEH identifies a Noncompliant Product offered for sale in Defendant's retail store in
20 California, subject to Section 4.3.2, CEH may issue a Notice of Violation pursuant to this Section.
21 The terms of this Section 4.3 shall apply only to a Notice of Violation served on Defendant, and
22 shall not apply to any enforcement or other action brought by CEH against the manufacturer,
23 distributor, or importer of a Noncompliant Covered Product sold by Defendant.

24 **4.3.2 Identification of Product Manufacturer, distributor, or importer and**
25 **Limitation of Remedies.**

26 **(a) Request for Identification.** If CEH is unable to identify
27 the manufacturer, distributor, or importer of the Noncompliant Product from publicly-available
28 information, CEH may request in writing that Defendant identify the Supplier of the

1 Noncompliant Product. Such request shall include legible copies of all purchase receipts, product
2 tags, and labels, and a picture of the Noncompliant Product. Within 15 days of receiving such a
3 request, Defendant shall provide CEH with a written response identifying the Supplier of the
4 Noncompliant Product, as well as the manufacturer and other distributors, if known, to the extent
5 it is possible to do so from the information provided by CEH.

6 (b) **Limitation of Remedies as to Settled Parties.** If the
7 manufacturer, distributor, or importer of a Noncompliant Product is subject to a Consent
8 Judgment addressing the Lead content of the Noncompliant Product pursuant to Proposition 65,
9 CEH's sole remedy shall be against such manufacturer, distributor, or importer, and CEH shall
10 not serve a Notice of Violation on Defendant pursuant to this Section 4.3.

11 (c) **Limitation of Remedies as to Other Identified Suppliers.** If
12 manufacturer, distributor, or importer of the Noncompliant Product is (1) a person in the course of
13 doing business, as that term is used in Health & Safety Code § 25249.11(b), and (2) subject to the
14 jurisdiction of the Superior Court of the State of California for the alleged violation, and if, in its
15 Notice of Election, Defendant demonstrates that it provided the Specifications to the Supplier of
16 the Noncompliant Product prior to Defendant's receipt of the Notice of Violation, CEH's sole
17 remedy regarding the Noncompliant Covered Product shall be against the manufacturer,
18 distributor, or importer of the Noncompliant Product, and Defendant shall not be liable for any
19 stipulated penalties under Section 4.3.8. This limitation shall not apply, however, if Defendant is
20 the importer of record of the Noncompliant Covered Product.

21 **4.3.3 Service of Notice of Violation and Supporting Documentation.**

22 (a) The Notice of Violation shall be served on Defendant within 45
23 days of the date the alleged violation(s) was or were observed.

24 (b) The Notice of Violation shall, at a minimum, set forth for each
25 Noncompliant Product: (1) the date(s) the alleged violation(s) was observed, (2) the location at
26 which the Noncompliant Product was offered for sale, (3) a description of the Noncompliant
27 Product, including any identification of the manufacturer, distributor, or importer of the
28 Noncompliant Product, and (4) all test data obtained by CEH regarding the Noncompliant

1 Product and supporting documentation sufficient for validation of the test results, including all
2 laboratory reports, quality assurance reports and quality control reports associated with testing of
3 the Noncompliant Product. Such Notice of Violation shall be based upon test data that meets the
4 criteria of the test protocols provided in Exhibits A and B hereto. Wipe, swipe, and swab testing
5 are not sufficient to support a Notice of Violation. If the manufacturer, distributor, or importer of
6 the Noncompliant Product cannot be identified, the Notice of Violation shall include copies of all
7 purchase receipts, Product tags and labels, and a picture of the Product, unless CEH has provided
8 such information in a request pursuant to Section 4.3.2.

9 (c) CEH shall promptly make available for inspection and/or
10 copying upon request all supporting documentation related to the testing of the Noncompliant
11 Product and associated quality control samples, including chain of custody records, all laboratory
12 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
13 printouts from all analytical instruments relating to the testing of product samples and any and all
14 calibration, quality assurance, and quality control tests performed or relied upon in conjunction
15 with the testing of the Noncompliant Product, obtained by or available to CEH that pertains to the
16 Noncompliant Product's alleged noncompliance with the Material Specifications and, if available,
17 any exemplars of Noncompliant Products tested.

18 **4.3.4 Notice of Election of Response.** No more than 30 days after receiving a
19 Notice of Violation, Defendant shall provide written notice to CEH whether it elects to contest
20 the allegations contained in a Notice of Violation ("Notice of Election").

21 (a) If the Notice of Violation did not identify the manufacturer,
22 distributor, or importer of the Noncompliant Product, the Notice of Election shall identify the
23 Supplier of the Noncompliant Product, unless Defendant has previously provided such
24 information in response to a request under Section 4.3.2(a).

25 (b) The Notice of Election shall include any available information
26 demonstrating that Defendant has provided the Material Specifications required under Section 2.1
27 of this Consent Judgment to the Supplier of the Noncompliant Product.

28

1 (c) If a Notice of Violation is contested, the Notice of Election shall
2 include all then-available documentary evidence regarding the Noncompliant Product's
3 compliance with the Material Specifications, including all test data, if any. Defendant shall
4 promptly make available for inspection and/or copying upon request all supporting
5 documentation as described in Section 4.3.3(c). If Defendant or CEH later acquires additional
6 test or other data regarding the alleged violation, it shall notify the other Party and promptly
7 provide all such data or information to the Party. Any test data used to rebut a Notice of
8 Violation shall meet the criteria of the test protocols provided in Exhibits A and B hereto.

9 (d) If a Notice of Violation is not contested, the Notice of Election
10 shall include a description of Defendant's corrective action pursuant to Section 4.3.7. It shall also
11 include any stipulated penalty payment required by Section 4.3.8.

12 **4.3.5 Meet and Confer.**

13 (a) If a Notice of Violation is contested, CEH and Defendant shall
14 meet and confer for a period of no less than 15 days to attempt to resolve the dispute. If, more
15 than 15 days after service of the Notice of Election, no informal resolution of a Notice of
16 Violation results, and subject to the limitations of Section 4.3.2, CEH may by motion or order to
17 show cause before the Superior Court of San Francisco seek to enforce the provisions of this
18 Consent Judgment or any alleged violations of Proposition 65 with regard to the Noncompliant
19 Product identified in the Notice of Violation. No enforcement action may be filed within the 15-
20 day meet and confer period. In any contested enforcement action, a Noncompliant Product that
21 contains Lead in excess of the Material Specifications shall be deemed to create an exposure to
22 Lead more than 1,000 times the level of exposure that has no observable effect, pursuant to
23 Health & Safety Code § 25249.10(c) and 22 Cal. Code Regs. § 12801 et seq.

24 (b) Within 30 days of serving a Notice of Election contesting a
25 Notice of Violation, and if no enforcement action has been filed, Defendant may withdraw the
26 original Notice of Election contesting the Notice of Violation and serve a new Notice of Election
27 conceding the violation.

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1 **4.3.6 Non-Contested Matters.** If Defendant elects not to contest the allegations
2 in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.3.7 and shall
3 pay any stipulated penalties that required by Section 4.3.8.

4 **4.3.7 Corrective Action in Non-Contested Matters.** If Defendant elects not to
5 contest the allegation, and if the manufacturer, distributor, or importer is not subject to a consent
6 judgment as described in Section 4.3.2(b), Defendant shall include in its Notice of Election a
7 detailed description of corrective action that it has undertaken or proposes to undertake to remove
8 the Noncompliant Product identified in the Notice of Violation for sale in California. Corrective
9 action must include instructions to Defendant's stores to cease offering the Noncompliant Product
10 identified in the Notice of Violation for sale in California as soon as practicable. Defendant shall
11 make available to CEH for inspection and/or copying records and correspondence evidencing the
12 corrective action. If there is a dispute over the corrective action, the Parties shall meet and confer
13 pursuant to Section 4.4 before seeking any remedy in court.

14 **4.3.8 Stipulated Penalties in Non-Contested Matters.**

15 **(a) Stipulated Penalties for Noncompliant Products.** Subject to
16 the limitations of Section 4.3.2(c), Defendant shall be required to pay a stipulated penalty for any
17 Notice of Violation that is not contested by Defendant.

18 **(b) Stipulated Penalty Amounts**

19 First Occurrence from same Supplier:	\$2,500
20 Second Occurrence from same Supplier:	\$5,000
21 Third and Subsequent Occurrences from same Supplier:	\$25,000

22 **(c) Limitations on Liability.**

23 **(1) Maximum Liability in a Calendar Year.** The
24 monetary liability of Defendant if it elects not to contest a Notice of Violation shall be limited to
25 the stipulated penalties required by Section 4.3.8(a), which shall not exceed \$25,000 in a calendar
26 year, regardless of the number of units of Noncompliant Products tested by CEH that exceed the
27 Material Specifications.

28

1 (2) **Liability for an Occurrence.** For purposes of
2 Sections 4.3.8(b) and 4.3.8(c), all SKUs from one Supplier on the same purchase order(s) shall
3 constitute one occurrence, regardless of the number of Notices of Violation served by CEH.

4 4.4 **Meet and Confer Requirement.** Any Party may enforce any of the terms and
5 conditions of this Consent Judgment other than Defendant's alleged failure to comply with
6 Section 2.1, or a Product's alleged failure to meet the Material Specifications, only after that
7 Party first provides 30 days notice to the Party allegedly failing to comply with the terms and
8 conditions of this Consent Judgment and attempts to resolve such Party's failure to comply in an
9 open and good faith manner.

10 4.5 **Sanctions.** Nothing in this section shall preclude a Party from seeking sanctions
11 in accordance with the law.

12 **5. MODIFICATION OF CONSENT JUDGMENT**

13 5.1 This Consent Judgment may be modified by written agreement of CEH and
14 Defendant, or upon motion of CEH or Defendant as provided by law. Any Party seeking to
15 modify this Consent Judgment shall attempt in good faith to meet and confer with all affected
16 Parties prior to filing a motion to modify the Consent Judgment.

17 **6. APPLICATION OF CONSENT JUDGMENT**

18 6.1 This Consent Judgment shall apply to and be binding upon the Parties hereto, their
19 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

20 6.2 This Consent Judgment shall not apply to Products manufactured, distributed, or
21 sold by Defendant for use outside of California.

22 **7. CLAIMS COVERED**

23 7.1 This Consent Judgment is a full, final and binding resolution between CEH on the
24 one hand, and Defendant and its parent, shareholders, divisions, subdivisions, subsidiaries, and
25 their successors and assigns ("Defendant Releasees"), on the other hand, of any violation of
26 Proposition 65 or any other statutory or common law claims that have been or could have been
27 asserted in the public interest or on behalf of the general public against Defendant and Defendant
28 Releasees based on failure to warn about exposure to Lead contained in the Products, or any

1 claim based on the facts or conduct alleged in the FAC, or facts similar to those alleged, whether
2 based on actions committed by Defendant or Defendant Releasees with respect to any Products
3 distributed, shipped, sold, or offered for sale by Defendant and Defendant Releasees on or prior to
4 the Compliance Date. Compliance with the terms of this Consent Judgment by Defendant and
5 Defendant Releasees resolves any issue in the future concerning compliance by Defendant and
6 Defendant Releasees regarding failure to warn about exposure to Lead arising in connection with
7 Products distributed, shipped, sold or offered for sale by Defendant and Defendant Releasees after
8 the date of entry of this Consent Judgment. This Section does not limit or affect the obligations of
9 any Party created under this Consent Judgment, and does not extend to any manufacturer,
10 distributor, or importer of Products.

11 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health and
12 Safety Code § 25249.7(d), releases, waives, and forever discharges any and all claims against
13 Defendant and Defendant Releasees arising from any violation of Proposition 65 or any other
14 statutory or common law claims that have been or could have been asserted in the public interest
15 or on behalf of the general public regarding the failure to warn about exposure to Lead arising in
16 connection with Products distributed, shipped, sold, or offered for sale by Defendant and
17 Defendant Releasees prior to the date of entry of this Consent Judgment, or any claim based on
18 the facts or conduct alleged in the FAC, or facts similar to those alleged. This Section does not
19 extend to any manufacturer, distributor, or importer of Products.

20 **8. ENTIRE AGREEMENT**

21 8.1 This Consent Judgment contains the sole and entire agreement and understanding
22 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
23 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
24 and therein. There are no warranties, representations, or other agreements between the Parties
25 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
26 other than those specifically referred to in this Consent Judgment have been made by any Party
27 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
28 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,

1 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by
2 the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall
3 be deemed or shall constitute a waiver of any of the other provisions hereof whether or not
4 similar, nor shall such waiver constitute a continuing waiver.

5 **9. GOVERNING LAW**

6 9.1 The terms of this Consent Judgment shall be governed by the laws of the State of
7 California.

8 9.2 The Parties, including their counsel, have participated in the preparation of this
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
10 Consent Judgment was subject to revision and modification by the Parties and has been accepted
11 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
12 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
13 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
14 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
15 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
16 this regard, the Parties hereby waive California Civil Code § 1654.

17 **10. RETENTION OF JURISDICTION**

18 10.1 This Court shall retain jurisdiction of this matter to implement and enforce the
19 terms this Consent Judgment.

20 **11. PROVISION OF NOTICE**

21 11.1 All notices required pursuant to this Consent Judgment and correspondence shall
22 be sent to the following:

23 For CEH:

24 Mark N. Todzo
25 Lexington Law Group, LLP
26 1627 Irving Street
San Francisco, CA 94122

27 For Defendant:

28

1 Mark LeHocky
2 Senior Vice President and General Counsel
3 Ross Stores, Inc.
4 4440 Rosewood Drive
5 Pleasanton, CA 94588

6 With a copy to:

7 Jeffrey Margulies, Esq.
8 Fulbright & Jaworski, LLP
9 555 South Flower Street, 41st Floor
10 Los Angeles, CA 90071

11 **12. COURT APPROVAL**

12 12.1 If this Consent Judgment is not approved by the Court, it shall be of no further
13 force or effect, and shall not be introduced into evidence or otherwise used in any proceeding for
14 any purpose.

15 **13. ATTORNEY'S FEES**

16 13.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
17 Judgment shall be required to pay the prevailing Party's reasonable attorney's fees and costs
18 unless the unsuccessful Party has acted with substantial justification. For purposes of this
19 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
20 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, et seq.

21 13.2 Notwithstanding Section 13.1, a Party who prevails in an enforcement action
22 brought pursuant to Section 4 may seek an award of attorney's fees pursuant to Code of Civil
23 Procedure § 1021.5 against a Party that acted with substantial justification. The Party seeking
24 such an award shall bear the burden of meeting all of the elements of § 1021.5, and this provision
25 shall not be construed as altering any procedural or substantive requirements for obtaining such
26 an award.

27 13.3 Nothing in this Section 13 shall preclude a Party from seeking an award of
28 sanctions pursuant to law.

1 **14. EXECUTION AND COUNTERPARTS**

2 14.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.


5 **15. AUTHORIZATION**

6 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
7 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
8 execute the Consent Judgment on behalf of the Party represented and legally bind that Party. The
9 undersigned have read, understand and agree to all of the terms and conditions of this Consent
10 Judgment. Except as explicitly provided herein, each Party is to bear its own fees and costs.

11 **AGREED TO:**

12
13 Dated: March 19, 2008

CENTER FOR ENVIRONMENTAL HEALTH

14
15 By 
16 Michael Green, Executive Director
17 Center for Environmental Health

18 Dated: March __, 2008

ROSS STORES, INC.

19
20 By _____
21

22 IT IS SO ORDERED, ADJUDGED AND DECREED, this __ day of _____, 2008.

23
24 _____
25 Judge of the Superior Court
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1 **14. EXECUTION AND COUNTERPARTS**

2 14.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
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9 undersigned have read, understand and agree to all of the terms and conditions of this Consent
10 Judgment. Except as explicitly provided herein, each Party is to bear its own fees and costs.

11 **AGREED TO:**

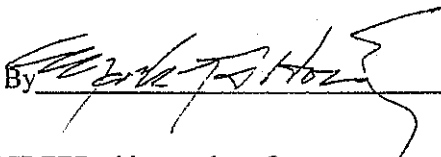
12
13 Dated: March __, 2008

CENTER FOR ENVIRONMENTAL HEALTH

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15
16 By _____
Michael Green, Executive Director
Center for Environmental Health

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18 Dated: March 19, 2008

ROSS STORES, INC.

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20 By  _____

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22 IT IS SO ORDERED, ADJUDGED AND DECREED, this __ day of _____, 2008.

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24 _____
Judge of the Superior Court

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EXHIBIT A

(TEST METHODOLOGY FOR INTERIOR LINING AND EXTERIOR MATERIAL CONTAINING PVC)

The following protocol, implementing EPA Method 3050B, shall be applied to the interior lining material and exterior material containing PVC of a finished Product.

1. Cut 5 small, discreet portions of the material to be analyzed.
2. Combine the portions into a composite sample weighing one (1) gram.
3. Prepare the sample for analysis using acid digestion. Fully digest the sample using repeated additions of concentrated nitric acid (HNO₃) and 30% hydrogen peroxide (H₂O₂) while heating in a microwave. Reduce the resultant digestate in volume while heating with a microwave and then diluted to a final volume of 100 mL.
4. Analyze the sample for total Lead (Pb) content using Graphite Furnace Atomic Absorption Spectrometry (GFAA) or Inductively Coupled Plasma Mass Spectrometry (ICPMS) using standard operating procedures.
5. Lead content shall be expressed in parts per million (ppm).

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EXHIBIT B

(EXTERIOR SURFACE-COATING TEST METHODOLOGY)

The following protocol, implementing ASTM F-963, shall be applied to the exterior surface-coating of a finished Product.

1. Scrape off coating and grind it through a sieve, obtaining no less than 100 milligrams.
2. Mix the test portion prepared with 50 times its mass of aqueous solution of 0.07 mol/L hydrochloric acid at 37+- 2 Deg Celsius. Shake for 1 minute.
3. Check for PH, between 1.0 and 1.5. Adjust as required.
4. Without delay, separate the solids from the mixture by filtering with a pore size of 0.45um. If necessary centrifuge at 5000 g for no more than 10 minutes.
5. Analytical results as determined shall be adjusted by subtracting the analytical correction factor as is necessary to make statistical correction for interlaboratory error. The analytical correction factor for lead is 30%