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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

PEOPLE OF THE STATE OF CALIFORNIA, ex
rel. BILL LOCKYER, Attorney General, et al.,

Plaintiffs,

vs.

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION, et al,

Defendants.

) Case No. RG 04-162075

) (Consolidated with RG 04-162037, RG
) 04-169511)

) **[PROPOSED] CONSENT**
) **JUDGMENT AS TO AMSCAN, INC.,**
) **PA ACQUISITION CORP. DBA**
) **PARTY AMERICA, AND PARTY**
) **CITY CORPORATION**

AND RELATED CONSOLIDATED CASES.

1. INTRODUCTION

1.1 This Consent Judgment is entered into by the Center For Environmental Health, a California non-profit corporation (“CEH”), and Defendants Amscan, Inc., PA Acquisition Corp. dba Party America, and Party City Corporation (“Settling Defendants”), to settle certain claims asserted by CEH against Defendant as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Nadri, Inc., et al.*, Alameda County Superior Court Case No. RG 06-269531 (the “*Nadri* Action”).

1 1.2 On May 12, 2006, CEH filed the original complaint in the *Nadri* Action, which was
2 later consolidated with three other actions including the lead case entitled *People v. Burlington*
3 *Coat Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

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

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

9 1.5 More than sixty days prior to naming each of the "Settling Defendants", CEH
10 provided a "Notice of Violation of Proposition 65" to the California Attorney General, the District
11 Attorneys of every county in California, the City Attorneys of every California city with a
12 population greater than 750,000, and to each Settling Defendant regarding the presence of lead in
13 jewelry manufactured, distributed or sold by Settling Defendants.

14 1.6 The Complaint in the *Nadri* Action was subsequently amended to name additional
15 defendants as parties, including the Settling Defendants.

16 1.7 Each of the Settling Defendants is a corporation that employs 10 or more persons,
17 and which manufactures, distributes and/or sells Covered Products in the State of California.

18 1.8 For purposes of this Consent Judgment only, CEH and each of the Settling
19 Defendants (collectively the "Parties") stipulate that this Court has jurisdiction over the allegations
20 of violations contained in the Complaint and personal jurisdiction over Settling Defendants as to
21 the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this
22 Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims
23 which were or could have been raised in the Complaint based on the facts alleged therein with
24 respect to Covered Products manufactured, distributed, and/or sold by the Settling Defendants.

25 1.9 CEH and Settling Defendants enter into this Consent Judgment as a full and final
26 settlement of all claims that were raised in the Complaint, or which could have been raised in the
27 Complaint, arising out of the facts or conduct related to Settling Defendants alleged therein. By
28 execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not

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

11 1.10 CEH and Settling Defendants intend, and the Court finds, that the injunctive terms
12 contained in Sections 2, 3.1 through 3.4, and 4 of this Consent Judgment are “substantially
13 identical terms as provided in Sections 2, 3 and 4 of the amended consent judgment,” as those
14 terms are used in Health & Safety Code §25214.3(d).

15 **2. DEFINITIONS**

16 2.1 The term “Person” shall have the same meaning as that term is defined in
17 California Health & Safety Code §25249.11(a).

18 2.2 The term “Covered Products” means (a) the following ornaments worn by a person:
19 an anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring,
20 necklace, pin, ring, and Body Piercing Jewelry, or (b) any bead, chain, link, pendant, or other
21 component of such an ornament.

22 2.3 The term “Body Piercing Jewelry” means any part of a Covered Product that is
23 manufactured or sold for placement in new piercings and/or mucous membranes, and does not
24 include those parts of Covered Products not placed within new piercings and/or mucous
25 membranes.

26 2.4 The term “Children’s Products” means Covered Products that are made for,
27 marketed for use by, or marketed to, Children.

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1 2.4.1 For purposes of this Consent Judgment, the term “Children” means
2 children aged 6 and younger.

3 2.4.2 A Covered Product is made for, marketed for use by, or marketed to
4 Children if it is either:

5 2.4.2.1 Represented in its packaging, display, or advertising, as appropriate
6 for use by Children; or

7 2.4.2.2 Sold in conjunction with, attached to, or packaged together with
8 other products that are packaged, displayed, or advertised as appropriate for use by Children; or

9 2.4.2.3 Sized for Children and not intended for use by adults.

10 2.4.2.4 Sold in

11 2.4.2.4.1 a vending machine; or

12 2.4.2.4.2 a retail store, catalogue, or online website, in which

13 Settling Defendants exclusively offer for sale products that are

14 packaged, displayed, or advertised as appropriate for use by

15 Children; or

16 2.4.2.4.3 those discrete portions of a retail store, catalogue, or

17 online website, in which Settling Defendants offer for sale products

18 that are packaged, displayed, or advertised as appropriate for use by

19 Children.

20 2.5 The term “Supplier” means a Person that directly supplies Covered Products that
21 are or will be offered for retail sale in California to a Settling Defendant. For purposes of Section
22 3 only, a Settling Defendant shall not be considered a Supplier with respect to any Covered
23 Products it sells to another Settling Defendant that is its parent or subsidiary, or with which it
24 shares a common parent.

25 2.6 Any time a measurement of lead content is referred to in this Consent Judgment by
26 a percentage, it means percent lead by weight.

27 2.7 The term “Effective Date” means the date this Consent Judgment is entered by the
28 Court.

1 **3. INJUNCTIVE RELIEF**

2 **3.1 Reformulation of Covered Products.** Subject to the Additional Injunctive Relief
3 (as defined in Section 3.5) agreed to by each Settling Defendant as set forth in Exhibit D to this
4 Consent Judgment, after the Effective Date, Settling Defendants shall not: (1) manufacture; (ii)
5 ship; or (iii) sell or offer for sale Covered Products for retail sale in California unless the Covered
6 Product complies with Section 3.2 or, for Children’s Products, Section 3.3 or, for Body Piercing
7 Jewelry, Section 3.4 of this Consent Judgment. Each Settling Defendant shall provide the
8 requirements of this Consent Judgment, as applicable to such Settling Defendant, to its Suppliers
9 of Covered Products no later than the Effective Date.

10 **3.2 Reformulation Requirements.** Covered Products that are not Children’s Products
11 or Body Piercing Jewelry, shall be made entirely from Class 1, Class 2, and Class 3 Components,
12 or any combination thereof, as these terms are defined below and in Exhibit A.

13 **3.2.1** A “Class 1 Component” is the portion of a Covered Product that contains
14 one or more of the following materials:

15 3.2.1.1 Stainless and surgical steels.

16 3.2.1.2 Karat gold.

17 3.2.1.3 Sterling silver.

18 3.2.1.4 Platinum, palladium, iridium, ruthenium, rhodium, or osmium
19 (“platinum group metals”).

20 3.2.1.5 Natural and cultured pearls.

21 3.2.1.6 Glass, ceramic, and crystal decorative components (e.g., cat’s eye,
22 cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonné).

23 3.2.1.7 Any gemstone that is cut and polished for ornamental purposes
24 except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite,
25 phosgenite, samarskite, vanadinite, and wulfenite.

26 3.2.1.8 Elastic, fabric, ribbon, rope, and string with no intentionally-added
27 lead and not otherwise listed as a Class 2 component.

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1 3.2.1.9 Natural decorative materials (e.g., amber, bone, coral, feathers, fur,
2 horn, leather, shell, wood) that are in their natural state or are treated in a way that does not add
3 lead.

4 3.2.1.10 Adhesives.

5 3.2.2 A “Class 2 Component” is the portion of a Covered Product that contains
6 one or more of the following materials:

7 3.2.2.1 Metal alloys with less than 10 percent lead by weight (“88 metal”)
8 that are electroplated with suitable under and finish coats and that are plated utilizing the Best
9 Management Practices described in Exhibit B. For Covered Products shipped by a Settling
10 Defendant that is a Supplier after December 31, 2008, to a third party for retail sale in California,
11 and for Covered Products sold or offered for retail sale in California by Settling Defendants after
12 August 31, 2009, this standard shall be metal alloys with less than 6 percent lead by weight (“92
13 metal”) that are electroplated with suitable under and finish coats and that are plated utilizing the
14 Best Management Practices described in Exhibit B.

15 3.2.2.2 Unplated metal containing less than 1.5 percent lead that is not
16 defined as a Class 1 Component.

17 3.2.2.3 Plastic or rubber (e.g., acrylic, polystyrene, plastic beads/stones, and
18 polyvinyl chloride (PVC)) containing less than 0.06 percent (600 parts per million) lead. For
19 Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008, to a
20 third party for retail sale in California, and for Covered Products sold or offered for retail sale in
21 California by Settling Defendants after August 31, 2009, this standard shall be no more than 0.02
22 percent (200 ppm) lead by weight

23 3.2.2.4 Dyes and Surface Coatings containing less than 0.06 percent (600
24 parts per million) lead. For purposes of this Consent Judgment, “Surface Coating” shall carry the
25 same meaning as “Paint or other similar surface coating” under 16 CFR §1303.2(b)(1) (“Paint and
26 other similar surface-coating materials means a fluid, semi-fluid, or other material, with or without
27 a suspension of finely divided coloring matter, which changes to a solid film when a thin layer is
28 applied to a metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not

1 include printing inks or those materials which actually become a part of the substrate, such as the
2 pigment in a plastic article, or those materials which are actually bonded to the substrate, such as
3 by electroplating or ceramic glazing.”).

4 3.2.3 A “Class 3 Component” is any part of a Covered Product that is not a
5 Class 1 or Class 2 Component. Class 3 Components must contain less than 0.06 percent (600
6 parts per million) lead.

7 3.3 **Children’s Products.** Children’s Products shall be made entirely from:

8 3.3.1 Non-metallic materials that are Class 1 Components other than glass or
9 crystal decorative components;

10 3.3.2 Non-metallic materials that are Class 2 Components;

11 3.3.3 Metallic materials that are either Class 1 Components or contain less than
12 0.06 percent (600 parts per million) lead;

13 3.3.4 Glass or crystal decorative components that weigh in total no more than
14 1.0 gram, excluding any such glass or crystal decorative components that contain less than 0.02
15 percent (200 parts per million) lead and have no intentionally added lead.

16 3.3.5 Printing inks or ceramic glazes that contain less than 0.06 percent (600
17 parts per million) lead;

18 3.3.6 Class 3 Components that contain less than 0.02 percent (200 parts per
19 million) lead; or

20 3.3.7 Any combination thereof.

21 3.4 **Body Piercing Jewelry.** Body Piercing Jewelry shall be made of one of the
22 following materials:

23 3.4.1 Surgical Implant Stainless Steel

24 3.4.2 Surgical Implant grades of Titanium

25 3.4.3 Niobium (Nb)

26 3.4.4 Solid 14 karat or higher white or yellow nickel-free gold

27 3.4.5 Solid platinum

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1 3.4.6 A dense low porosity plastic such as Tygon or PTFE with no intentionally
2 added lead.

3 3.5 **Additional Injunctive Relief.** Settling Defendants have each agreed to comply
4 with certain additional injunctive relief requirements, as specified in Exhibit D to this Consent
5 Judgment. For purposes of Exhibit D, these additional injunctive relief provisions shall be defined
6 as follows:

7 3.5.1 “600 ppm Standard” shall mean that, on or after March 1, 2009, the
8 metallic materials used in Covered Products manufactured, distributed, shipped or sold by a
9 Settling Defendant that agrees to this provision shall be either Class 1 Components or contain less
10 than 0.06 percent (600 parts per million) lead. Between March 1, 2008, and March 1, 2009, the
11 metallic materials used in such a Settling Defendant’s Covered Products shall comply with Section
12 3.2.2.1 above.

13 3.5.2 “National Application of Reformulation Standards” shall mean that all
14 Covered Products manufactured, distributed, shipped or sold by a Settling Defendant that agrees to
15 this provision within the United States shall comply with the lead content requirements of Section
16 3 of this Consent Judgment.

17 3.5.3 “Market Withdrawal of Covered Products” shall mean that, on or before
18 the Effective Date, with respect to the Covered Products(s) identified for a Settling Defendant in
19 Exhibit D, each Settling Defendant that agrees to this provision shall cease shipping to stores
20 and/or customers in California, and shall withdraw such Covered Products from the market in
21 California, and, at a minimum, send instructions to any of its stores and/or customers that offer the
22 Covered Product for sale in California to cease offering such Covered Products for sale in
23 California and to either return the Covered Products to such Settling Defendant for destruction, or
24 to directly destroy the Covered Products. Any destruction of Covered products shall be in
25 compliance with all applicable laws. Each Settling Defendant that agrees to this provision shall
26 keep and make available to CEH for inspection and copying records and correspondence regarding
27 the market withdrawal and destruction of Covered Products. If there is a dispute over the
28 corrective action, the Parties shall meet and confer before seeking any remedy in court.

1 3.5.4 “Accelerated Lead Phase-Down” shall mean that the lead content
2 requirements effective August 31, 2009, in Section 3.2.2.3 shall become effective on March 1,
3 2009, for a Settling Defendant that agrees to this provision.

4 3.5.5 “Supplier and Employee Training” shall mean that a Settling Defendant
5 that agrees to this provision shall retain a third party consulting firm to develop the following
6 training programs: (1) a training seminar to be provided by such third party consulting firm for its
7 management level-employees that are responsible for acquisition and testing of Covered Products
8 on the requirements of this Consent Judgment for that particular Settling Defendant, and (2) a
9 training seminar to be provided either by such third party consulting firm or by such Settling
10 Defendant for its Suppliers of Covered Products, to train and educate the Suppliers on the
11 requirements of this Consent Judgment for that particular Settling Defendant. These seminars
12 shall include training on compliance through reformulation with confirmatory testing. The
13 training seminar for employees and the materials used for the Supplier training seminar must be
14 approved in advance by Plaintiff. Such seminars shall take place no later than three months after a
15 Settling Defendant becomes party to this Consent Judgment, and may be undertaken in
16 combination with one or more other Settling Defendants, provided that the seminars are tailored to
17 the specific injunctive provisions agreed to by each specific Settling Defendant. The training
18 seminars may be live or web-based.

19 **4. ENFORCEMENT**

20 4.1 **General Enforcement Provisions.** The Attorney General or CEH may, by motion
21 or application for an order to show cause before this Court, enforce the terms and conditions
22 contained in this Consent Judgment, subject to the following:

23 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment
24 shall be brought exclusively pursuant to this Section 4.

25 4.1.2 No action to enforce this Consent Judgment may be brought by CEH
26 unless the Attorney General either joins in such action or provides written non-objection to the
27 proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of
28 Section 4.3.4. The Attorney General agrees to provide either a written objection or written non-

1 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for
2 such a response from CEH, provided that the Attorney General may extend such 15 day response
3 time by a single extension of an additional 15 days by writing to the requesting party. The fact
4 that the Attorney General provides a written non-objection shall not be construed as endorsement
5 of or concurrence in an enforcement action. Any written non-objection shall be admissible in
6 court only if a Settling Defendant challenges the right of CEH to enforce this Consent Judgment
7 for failure to obtain the written non-objection.

8 4.2 For purposes of this Section 4 only, the term "Settling Defendant" includes a
9 Person that was a party to the Amended Master Consent Judgment or to a consent judgment that
10 contained "identical or substantially identical terms as provided in Sections 2, 3 and 4 of the
11 amended consent judgment," as those terms are used in Health & Safety Code §25214.3(d).

12 **4.3 Enforcement of Materials Violation.**

13 4.3.1 **Notice of Violation.** In the event that, at any time following the Effective
14 Date, the Attorney General or CEH ("Notifying Person") identifies one or more Covered Products
15 that the Notifying Person believes in good faith do not comply with Section 3 of this Consent
16 Judgment, the Notifying Person may issue a Notice of Violation pursuant to this Section 4.

17 **4.3.2 Service of Notice of Violation and Supporting Documentation.**

18 4.3.2.1 The Notice of Violation shall be sent to the person(s) identified in
19 Exhibit D to receive notices for such Settling Defendant, and must be served within 45 days of the
20 date the alleged violation(s) was or were observed. The Notice of Violation shall also be served
21 on any Settling Defendant that is a Supplier of the Covered Products identified by Brand Names
22 listed on Exhibit E to the Amended Master Consent Judgment for the Covered Product(s) in
23 question.

24 4.3.2.2 The Notice of Violation shall, at a minimum, set forth for each
25 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which
26 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to
27 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered
28 Product and supporting documentation sufficient for validation of the test results, including all

1 laboratory reports, quality assurance reports and quality control reports associated with testing of
2 the Covered Products. Such Notice of Violation shall be based upon test data that meets the
3 criteria of Exhibit C. Wipe, swipe, and swab testing are not sufficient to support a Notice of
4 Violation.

5 4.3.2.3 The Notifying Person shall promptly make available for inspection
6 and/or copying upon request all supporting documentation related to the testing of the Covered
7 Products and associated quality control samples, including chain of custody records, all laboratory
8 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all
9 printouts from all analytical instruments relating to the testing of Covered Product samples and
10 any and all calibration, quality assurance, and quality control tests performed or relied upon in
11 conjunction with the testing of the Covered Products, obtained by or available to the Notifying
12 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if
13 available, any exemplars of Covered Products tested.

14 4.3.3 **Notice of Election of Response.** No more than 30 days after receiving a
15 Notice of Violation, the Settling Defendant shall provide written notice to the Notifying Person
16 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
17 Election").

18 4.3.3.1 If a Notice of Violation is contested the Notice of Election shall
19 include all then-available documentary evidence regarding the alleged violation, including all test
20 data, if any. If the Settling Defendant or the Notifying Person later acquires additional test or
21 other data regarding the alleged violation, it shall notify the other party and promptly provide all
22 such data or information to the party. Any test data used to rebut a Notice of Violation shall meet
23 the criteria of Exhibit C.

24 4.3.3.2 If a Notice of Violation is not contested, the Notice of Election shall
25 include a description of the Settling Defendant's corrective action pursuant to Section 4.3.6. The
26 Notice of Election shall include the name, address, telephone number, and other contact
27 information, of the Settling Defendant's Supplier(s) of each Covered Product identified in the
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1 Notice of Violation, and any other Settling Defendant to whom it sold any Covered Product(s)
2 identified in the Notice of Violation.

3 4.3.4 **Meet and Confer.** If a Notice of Violation is contested, the Notifying
4 Person, the Attorney General, the Settling Defendant, and all other affected Settling Defendants
5 shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of
6 Election contesting a Notice of Violation, and if no enforcement action has been filed, the Settling
7 Defendant may withdraw the original Notice of Election contesting the violation and serve a new
8 Notice of Election conceding the violation. If no informal resolution of a Notice of Violation
9 results, the Notifying Person may by motion or order to show cause before the Superior Court of
10 Alameda, seek to enforce the terms and conditions contained in this Consent Judgment. In any
11 such proceeding, the Attorney General and CEH may seek whatever fines, costs, penalties, or
12 remedies are provided by law for failure to comply with the Consent Judgment.

13 4.3.5 **Non-Contested Matters.** If the Settling Defendant elects not to contest
14 the allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section
15 4.3.6 and shall make any contributions required by Section 4.3.7.

16 4.3.6 **Corrective Action in Non-Contested Matters.** If the Settling Defendant
17 elects not to contest the allegation, it shall include in its Notice of Election a detailed description
18 of corrective action that it has undertaken or proposes to undertake to remove the Covered
19 Product(s) identified in the Notice of Violation for sale in California. Corrective action must
20 include instructions to the Settling Defendant's stores to cease offering the Covered Product(s)
21 identified in the Notice of Violation for sale in California as soon as practicable. The Settling
22 Defendant shall make available to the Notifying Person for inspection and/or copying records and
23 correspondence regarding the corrective action. If there is a dispute over the corrective action, the
24 Parties shall meet and confer pursuant to Section 4.3.4 before seeking any remedy in court.

25 4.3.7 **Required Contributions to Proposition 65 Jewelry Testing Fund in**
26 **Non-Contested Matters.** The Settling Defendant shall be required to make a contribution to the
27 Proposition 65 Jewelry Testing Fund established by the Amended Master Consent Judgment as
28 specified below:

1 4.3.7.1 If the Settling Defendant serves a Notice of Election not to contest
2 the allegations in a Notice of Violation within 15 days of receipt of the Notice of Violation, it shall
3 not be required to make any contributions pursuant to this Section.

4 4.3.7.2 If the Settling Defendant serves a Notice of Election not to contest
5 the allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the
6 Notice of Violation, the Settling Defendant shall make a required contribution in the amount of
7 \$2,500 for each Supplier from whom it purchased the Covered Product(s) identified in any Notices
8 of Violation served within a 30-day period.

9 4.3.7.3 If the Settling Defendant withdraws a Notice of Election contesting
10 the violation and serves a new Notice of Election not to contest the allegations in a Notice of
11 Violation within 60 days after receipt of the Notice of Violation, and before any enforcement
12 action concerning the violations alleged in the Notice of Violation is filed, the Settling Defendant
13 shall make a required contribution in the amount of \$7,500 for each Supplier from whom it
14 purchased the Covered Product(s) identified in any Notices of Violation served within a 30-day
15 period.

16 4.3.7.4 The contributions shall be paid within 15 days of service of a Notice
17 of Election.

18 4.3.7.5 The Settling Defendant's liability for required contributions shall be
19 limited as follows:

20 4.3.7.5.1 A Settling Defendant that is a Supplier to one or
21 more retailers shall be liable for one required contribution within
22 any 30-day period, regardless of the number of retailers to whom the
23 Covered Product is distributed.

24 4.3.7.5.2 If one or more Settling Defendants has manufactured,
25 sold, or distributed a Covered Product identified in a Notice of
26 Violation, only one required contribution may be assessed against
27 all Settling Defendants potentially liable therefore in any 30-day
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period, in the following order of priority: (1) Manufacturers; (2) Importers; (3) Distributors, and (4) Retailers.

4.3.7.5.3 The Settling Defendant's monetary liability to make required contributions under Section 4.3.7.2 shall be limited to \$5,000 for each 30-day period. A Settling Defendant's monetary liability to make required contributions under Section 4.3.7.3 shall be limited to \$15,000 for each 30-day period.

4.3.7.6 If a Settling Defendant has paid either of the payments set forth in Sections 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 12-month period for Covered Products sold to the Settling Defendant from the same Supplier then, at the Notifying Person's option, the Notifying Person may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment.

4.3.8 **Limitation on Liability.** A Settling Defendant's liability when it elects not to contest a Notice of Violation shall be limited to the contributions required by Section 4.3.7.

5. PAYMENTS

5.1 **Payments From Settling Defendants.** Settling Defendants shall pay the total sum of \$120,000 in three equal installments within fourteen (14) days of the entry of this Consent Judgment. Each Settling Defendant is jointly and severally liable for this total payment. Any failure by any Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late fee in the amount of \$100 for each day after the delivery date the payment is received. The late fees required under this section shall be recoverable, together with reasonable attorneys' fees, by way of motion to enforce this Consent Judgment.

5.2 **Allocation of Payments.** Each Settling Defendant shall pay its share of the total settlement amount by delivering three separate checks to the offices of the Lexington Law Group, LLP (Attn: Eric Somers), 1627 Irving Street, San Francisco, California 94122, such checks made payable and allocated as follows:

5.2.1 Settling Defendants shall each pay the sum of \$1,000 as a civil penalty for a total civil penalty of \$3,000 pursuant to Health & Safety Code §25249.7(b), such money to be

1 apporportioned by CEH in accordance with Health & Safety Code §25249.12. Each of the three
2 \$1,000 penalty checks shall be made payable to the Center For Environmental Health.

3 5.2.2 Settling Defendants shall each pay the sum of \$12,700 for total of \$38,100
4 as a payment in lieu of penalty pursuant to Health & Safety Code §25249.7(b), and California
5 Code of Regulations, title 11, §3203(b). CEH will use such funds to continue its work educating
6 and protecting people from exposures to toxic chemicals, including heavy metals. In addition,
7 CEH may use a portion of such funds to monitor compliance with the reformulation requirements
8 of this and other similar Consent Judgments, to purchase and test jewelry, and to prepare and
9 compile the information and documentation necessary to support a Notice of Violation. The
10 payment in lieu of penalty checks shall be made payable to the Center For Environmental Health.

11 5.2.3 Settling Defendants shall each pay the sum of \$26,300 for a total payment
12 of \$78,900 as reimbursement of reasonable attorneys' fees and costs to the Lexington Law Group,
13 LLP, such checks being made payable to the Lexington Law Group, LLP

14 **6. MODIFICATION AND DISPUTE RESOLUTION**

15 6.1 **Modification.** This Consent Judgment may be modified from time to time by
16 express written agreement of the Parties, with the approval of the Court, or by an order of this
17 Court upon motion and in accordance with law.

18 6.2 **Subsequent Legislation.** If, subsequent to the Effective Date, legislation is
19 adopted that addresses the lead content of Covered Products sold in California, any Party shall be
20 entitled to request that the Court modify this Consent Judgment for good cause shown.

21 6.3 **Modification of Amended Master Consent Judgment.** Upon the entry of any
22 order amending Sections 2, 3 or 4 of the Amended Master Consent Judgment, the corresponding
23 terms of Section 2, 3.1 through 3.4, or 4 of this Consent Judgment shall be deemed amended, so
24 that the injunctive terms contained in Sections 2, 3.1 through 3.4, or 4 of this Consent Judgment
25 remain "substantially identical terms as provided in Sections 2, 3 and 4 of the amended consent
26 judgment," as those terms are used in Health & Safety Code §25214.3(d). A Settling Defendant's
27 obligation to undertake additional injunctive relief under Section 3.5 shall not be subject to
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1 amendment under this section, and may not be modified absent stipulation of the parties or court
2 order.

3 **6.4 Reopeners.** The Parties may seek to reopen the requirements of Section 3 as to
4 Covered Products other than Children's Products as follows:

5 **6.4.1 Limited Reopener of Component Designation for Certain**

6 **Components.** The parties acknowledge that the materials described in Sections 3.2.1.8 and
7 3.2.1.9 are not generally known to contain or expose users to lead and, as such, have been
8 designated as Class 1 Components. CEH, with the written non-opposition of the Attorney
9 General, may seek to modify this Consent Judgment by seeking the re-designation of any material
10 described in Sections 3.2.1.8 and 3.2.1.9 from Class 1 Component to a Class 2 Component with a
11 lead standard for such material, if, subsequent to the Effective Date, CEH obtains information that
12 demonstrates that such material contains lead and that the use of the material in any Covered
13 Product exposes users of the Covered Product to lead in an amount greater than 0.5 micrograms
14 per day.

15 **6.4.2 Reopener for Class 3 Components.** Any Party may seek to modify this
16 Consent Judgment by seeking to designate a Class 3 Component as a Class 1 Component or as a
17 Class 2 Component with a lead specification standard.

18 **6.4.3 Required Showing to Obtain Reopeners.** A reopener pursuant to
19 Sections 6.4.1 or 6.4.2 shall be granted if the court finds the following:

20 **6.4.3.1** A Class 3 Component shall be redesignated as a Class 1 Component
21 if the moving party demonstrates that such material does not contain lead, or that the use of the
22 material in any Covered Product does not expose users of the Covered Product to lead in an
23 amount greater than 0.5 micrograms per day.

24 **6.4.3.2** A Class 3 Component, and the materials described in Sections
25 3.2.1.8 and 3.2.1.9, shall be redesignated as a Class 2 Component with a lead specification
26 standard if the moving party demonstrates that use of such material at or below the standard does
27 not expose average users of the Covered Product to lead in an amount greater than 0.5 micrograms
28 per day.

1 6.5 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
2 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
3 modify the Consent Judgment.

4 **7. CLAIMS COVERED AND RELEASE**

5 7.1 This Consent Judgment is a full, final, and binding resolution between CEH and
6 Settling Defendants and their parents, shareholders, divisions, subdivisions, subsidiaries, partners,
7 sister companies and their successors and assigns (“Defendant Releasees”), and all entities other
8 than those listed on Exhibit E to whom they distribute or sell Covered Products, including but not
9 limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, and
10 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 or any other
11 statutory or common law claims that have been or could have been asserted in the public interest
12 against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees,
13 regarding the failure to warn about exposure to lead arising in connection with Covered Products
14 manufactured, distributed, or sold by Settling Defendants prior to the Effective Date.

15 7.2 CEH, for itself and acting on behalf of the public interest pursuant to Health and
16 Safety Code §25249.7(d), releases, waives, and forever discharges any and all claims against
17 Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any
18 violation of Proposition 65 or any other statutory or common law claims that have been or could
19 have been asserted in the public interest regarding the failure to warn about exposure to lead
20 arising in connection with Covered Products manufactured, distributed or sold by Settling
21 Defendants prior to the Effective Date, or any claim based on the facts or conduct alleged in the
22 Complaint.

23 7.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
24 its Defendant Releasees shall constitute compliance with Proposition 65 by that Settling
25 Defendant, its Defendant Releasees and their Downstream Defendant Releasees with respect to
26 any alleged failure to warn about Lead in Covered Products manufactured, distributed or sold by
27 such Settling Defendant after the Effective Date.

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1 7.4 Nothing in this Section 7 shall apply to any Supplier that is not a Settling
2 Defendant unless such Supplier is a parent, subsidiary, or sister company of a Settling Defendant.

3 7.5 Nothing in this Section 7 shall release, or in any way affect any rights that any
4 Settling Defendant might have against any other party, whether or not that party is a Settling
5 Defendant.

6 **8. PROVISION OF NOTICE**

7 8.1 When any party is entitled to receive any notice under this Consent Judgment, the
8 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Exhibit D.
9 Any party may modify the person and address to whom the notice is to be sent by sending each
10 other party notice by certified mail and/or other verifiable form of written communication.

11 **9. COURT APPROVAL**

12 9.1 This Consent Judgment shall become effective on the Effective Date, provided
13 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and the
14 Settling Defendants shall support approval of such Motion.

15 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
16 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

17 **10. GOVERNING LAW AND CONSTRUCTION**

18 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
19 California.

20 10.2 The Parties, including their counsel, have participated in the preparation of this
21 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
22 Consent Judgment has been accepted and approved as to its final form by all Parties and their
23 counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be
24 interpreted against any Party as a result of the manner of the preparation of this Consent Judgment.
25 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that
26 ambiguities are to be resolved against the drafting Party should not be employed in the
27 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California
28 Civil Code §1654.

1 **11. ATTORNEYS' FEES**

2 11.1 A party who unsuccessfully brings or contests an action arising out of this Consent
3 Judgment shall be required to pay the prevailing party's reasonable attorneys' fees and costs
4 unless the unsuccessful party has acted with substantial justification. For purposes of this Consent
5 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
6 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

7 11.2 Notwithstanding Section 11.1, a party who prevails in a contested enforcement
8 action brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of
9 Civil Procedure §1021.5 against a party that acted with substantial justification. The party seeking
10 such an award shall bear the burden of meeting all of the elements of §1021.5, and this provision
11 shall not be construed as altering any procedural or substantive requirements for obtaining such an
12 award.

13 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
14 sanctions pursuant to law.

15 **12. ENTIRE AGREEMENT**

16 12.1 This Consent Judgment contains the sole and entire agreement and understanding
17 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
18 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
19 and therein. There are no warranties, representations, or other agreements between the Parties
20 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
21 other than those specifically referred to in this Consent Judgment have been made by any Party
22 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
23 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
24 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the
25 Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be
26 deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar,
27 nor shall such waiver constitute a continuing waiver.

1 **13. RETENTION OF JURISDICTION**

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

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

5 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
6 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
7 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

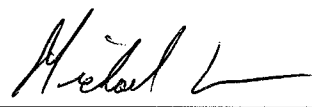
8 **15. NO EFFECT ON OTHER SETTLEMENTS**

9 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
10 against an entity that is not a Settling Defendant on terms that are different than those contained in
11 this Consent Judgment.

12 **16. EXECUTION IN COUNTERPARTS**

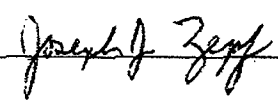
13 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
14 means of facsimile, which taken together shall be deemed to constitute one document.

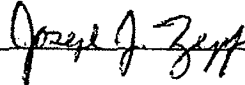
15 IT IS SO STIPULATED:

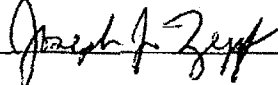
<p>16 Dated: September <u>30</u>, 2008</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p></p> <hr/> <p><i>MICHAEL GREEN</i></p> <p>Printed Name</p> <hr/> <p><i>EXECUTIVE DIRECTOR</i></p> <p>Title</p>
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Dated: September <u>30</u> , 2008	AMSCAN, INC.  <hr/> JOSEPH J. ZEFF Printed Name VICE PRESIDENT, GEN. COUNSEL Title SECRETARY
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Dated: September <u>30</u> , 2008	PA ACQUISITION CORP. dba PARTY AMERICA  <hr/> JOSEPH J. ZEFF Printed Name VICE PRES, GENERAL COUNSEL & SECRETARY Title
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Dated: September <u>30</u> , 2008	PARTY CITY CORPORATION  <hr/> JOSEPH J. ZEFF Printed Name VICE PRES, GENERAL COUNSEL & SECRETARY Title
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IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: _____
 Honorable Robert J. Freedman
 Judge of the Superior Court of the State of California

1 **EXHIBIT A (CLASS 1, 2, AND 3 COMPONENTS AND BODY PIERCING JEWELRY)**

2 **CLASS 1 COMPONENTS**

3 Stainless and surgical steels

4 Karat gold

5 Sterling silver

6 Platinum, palladium, iridium, ruthenium, rhodium, or osmium (“platinum group metals”)

7 Natural and cultured pearls.

8 Glass, ceramic, and crystal decorative components (e.g., cat’s eye, cubic zirconia
9 (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonne).

10 Any gemstone that is cut and polished for ornamental purposes except the following:
11 aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite,
12 samarskite, vanadinite, and wulfenite.

13 Elastic, fabric, ribbon, rope, and string with no intentional lead and not otherwise listed as
14 a Class 2 component.

15 Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell,
16 wood) that are in their natural state or are treated in a way that does not add lead.

17 Adhesives

18 **CLASS 2 COMPONENTS**

COMPONENT	LEAD CONTENT LIMITS
Metal substrates that are electroplated	Metal alloys with less than 10 percent lead by weight (“88 metal”) that are electroplated with suitable under and finish coats and that are plated utilizing the Best Management Practices described in Exhibit B. For Covered Products shipped by a Settling Defendant that is a Supplier after December 31, 2008 to a third party for retail sale in

1		California, and for products sold or offered for
2		retail sale in California by a Settling Defendant
3		after August 31, 2009, this standard shall be
4		metal alloys with less than 6 percent lead by
5		weight ("92 metal") that are electroplated with
6		suitable under and finish coats and that are
7		plated utilizing the Best Management Practices
8		described in Exhibit B.
9	Unplated metal not defined as Class 1	1.5%
10	Components.	
11	Metal (plated and unplated) used in	0.06% (600 ppm)
12	Children's Products	
13	Plastic/Rubber (e.g., acrylic,	0.06%, (600 ppm). For Covered
14	polystyrene, plastic beads/stones, polyvinyl	Products shipped by a Settling Defendant that
15	chloride (PVC))	is a Supplier after December 31, 2008 to a third
16		party for retail sale in California, and for
17		products sold or offered for retail sale in
18		California by a Settling Defendant after August
19		31, 2009, this standard shall be no more than
20		0.02 percent (200 ppm) lead by weight
21	Dyes and Surface Coatings	0.06% (600 ppm)
22	Printing inks or ceramic glazes used in	0.06% (600 ppm)
23	Children's Products	
24	Glass or crystal decorative components	Total weight no more than 1.0 gram,
25	used in Children's Products	excluding glass or crystal decorative
26		components that contain less than 0.02 percent
27		(200 parts per million) lead and have no
28		intentionally added lead.

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CLASS 3 COMPONENTS

Class 3 Components shall contain no more than 0.06% lead.

Class 3 Components used in Children's Products shall contain no more than 0.02% lead.

BODY PIERCING JEWELRY

Body Piercing Jewelry shall be made of one of the following materials:

Surgical Implant Stainless Steel

Surgical Implant grades of Titanium

Niobium (Nb)

Solid 14 karat or higher white or yellow nickel-free gold

Solid platinum

A dense low porosity plastic such as Tygon or PTFE with no intentionally added lead

1 **EXHIBIT B (BEST MANAGEMENT PRACTICES FOR PLATING FACILITIES)**

2 **PRE-PLATING PROCEDURE**

3 The pieces must be cleaned. Any polishing compound must be removed before plating by
4 cleaning with aqueous cleaning solution or solvent and rinsed with water.

5 The pieces must be activated.

6 The pieces must be rinsed in clean water before plating.

7 **PLATING BATH MAINTENANCE**

8 The temperature of each plating bath must be controlled to the appropriate temperature in
9 accordance with the recommendations of the equipment and plating chemical suppliers.

10 The nickel and nickel-substitute tanks must be agitated or aerated in accordance with the
11 chemical suppliers' recommendations.

12 All baths must be filtered continuously during plating and filters changed at least than
13 monthly.

14 pH must be measured each day of plating and adjusted within the chemical supplier's
15 recommendations.

16 All plating employees must be trained on the use of the equipment in accordance with
17 recommendation of equipment manufacturer and plating chemical suppliers.

18 The plating baths must be maintained in accordance with the plating chemical suppliers
19 recommendations.

20 Plating tanks must be swept at least weekly.

21 Anodes must be inspected monthly in accordance with the anode supplier's
22 recommendations.

23 Racks must be stripped at least annually.

24 The electrical equipment must be sized appropriately for each tank in accordance with
25 equipment manufacturer's recommendations and calibrated annually.

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PLATING PROCEDURES

Substantial pieces such as pendants, drops, and rings without prongs or other such feature shall be plated with at least 15 minutes combined plating with copper (copper strike and/or acid copper), nickel or nickel substitute, and/or finish coat. The pieces will also be rinsed between plating tanks. Finish decorative coatings include brass, bronze, copper, gold, gun metal, hematite, imitation rhodium, matt finish, palladium, platinum, rhodium, or silver. If desired, plated pieces can be treated to produce other finishes such as matt, oxidized, or smut black finishes.

Mechanical, functional (e.g., lobster claws, spacers, mechanical closures, connectors), or fine pieces such as prongs and fine chains may be plated to cover the exposed surface consistent with good manufacturing practices for appearance and function. Components that articulate closely together such as snake chain and tight hinges or that need to be manipulated into position will be plated to prevent binding, stiffness, and cracking of plating.

1 **EXHIBIT C (TESTING PROTOCOLS)**

2 The following test methods must be used to determine compliance with the lead standards
3 set forth in this Consent Judgment. A material shall not meet the applicable lead standard if the
4 mean lead level of: (1) one or two samples exceeds 300% of the component specification limit;
5 (2) three samples exceeds 200% of the component specification limit; or (3) four or more samples
6 exceeds the component specification limit.

7 Laboratory sample preparation protocols specific for testing the lead content of jewelry
8 components are not readily available. The sample preparation method used in USEPA Method
9 3050B or Method 3051 shall be followed, as modified in the following table for use with jewelry
10 samples. The laboratory should make every effort to assure that samples removed from jewelry
11 pieces are representative of the component to be tested, and are free of contamination from
12 extraneous dirt and material not related to the jewelry component to be tested. All jewelry
13 component samples shall be washed prior to testing using standard laboratory detergent, rinsed
14 with laboratory reagent grade deionized water, and dried in a clean ambient environment. If
15 components must be cut or scraped to obtain a sample, then metal snips, scissors, or other cutting
16 tools used must be made of stainless steel and washed and rinsed before each use and between
17 samples.

18 Samples should be digested in containers that are known to be free of lead using acids that
19 are not contaminated by lead. Analytical Reagent grade digestion acids and reagent grade
20 deionized water are required. Method Blanks, consisting of all reagents used in sample
21 preparation handled, digested and made to volume in the same exact manner and in the same
22 container type as samples, shall be tested with each group of 20 or fewer samples tested. The
23 results for the Method Blank shall be reported with each group of sample results, and shall be
24 below the stated reporting limit for sample results to be considered valid.

25 All jewelry components samples shall be prepared for testing in accordance with USEPA
26 Method 3050B or 3051, with the following additional notes and exceptions:

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>

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EXHIBIT D

(PARTY INFORMATION AND ADDITIONAL INJUNCTIVE RELIEF)

For Plaintiff Center for Environmental Health:

Notices are to be sent to:

Eric S. Somers, Esq.
Howard J. Hirsch, Esq.
Lexington Law Group, L.L.P.
1627 Irving Street
San Francisco, California 94122
Tel: (415) 759-4111 / Fax: (415) 759-4112
esomers@lexlawgroup.com
hhirsch@lexlawgroup.com

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EXHIBIT D

(PARTY INFORMATION AND ADDITIONAL INJUNCTIVE RELIEF)

Additional Injunctive Relief Summary Chart

Defendant	Additional Injunctive Relief
Amscan, Inc.	Application of 600 PPM Standard To All Jewelry (§3.5.1); National Application of Reformulation Standards (§3.5.2); Market Withdrawal of Noticed Product (§3.5.3); Accelerated Lead Phase-Down (§3.5.4); and Supplier and Employee Training (§3.5.5).
PA Acquisition Corp. dba Party America	National Application of Reformulation Standards (§3.5.2); Market Withdrawal of Noticed Product (§3.5.3); and Supplier and Employee Training (§3.5.5).
Party City Corporation	National Application of Reformulation Standards (§3.5.2); Market Withdrawal of Noticed Product (§3.5.3); and Supplier and Employee Training (§3.5.5).

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For Defendant Amscan, Inc.

Additional Injunctive Relief:

§3.5.1 Application of 600 PPM Standard to All Jewelry

§3.5.2 National Application of Reformulation Standards

§3.5.3 Market Withdrawal of Noticed Product

- Princess Tiara with Comb, Manufacturer ID No. 254516-319

§3.5.4 Accelerated Lead Phase-Down

§3.5.5 Supplier and Employee Training

Notices are to be sent to:

Joseph Zepf, Esq.
Amscan, Inc.
80 Grasslands Road
Elmsford, NY 10523

With a copy to:

James Robert Maxwell
c/o Rogers Joseph O'Donnell & Phillips
311 California Street
San Francisco, CA 94104
Tel: (415) 365-5376 / Fax: (415) 956-6457
jmaxwell@rjo.com

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For Defendant PA Acquisition Corp. dba Party America

Additional Injunctive Relief:

§3.5.2 National Application of Reformulation Standards

§3.5.3 Market Withdrawal of Noticed Product

- Breast Cancer Awareness Pin, Retail ID No. 722950118412

§3.5.5 Supplier and Employee Training

Notices are to be sent to:

Joseph Zepf, Esq.
Amscan, Inc.
80 Grasslands Road
Elmsford, NY 10523

With a copy to:

James Robert Maxwell
c/o Rogers Joseph O'Donnell & Phillips
311 California Street
San Francisco, CA 94104
Tel: (415) 365-5376 / Fax: (415) 956-6457
jmaxwell@rjo.com

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For Defendant Party City Corporation

Additional Injunctive Relief:

§3.5.2 National Application of Reformulation Standards

§3.5.3 Market Withdrawal of Noticed Product

- Nature's Garden Charm Bracelet, Manufacturer ID No. 7-22950-10648-8

§3.5.5 Supplier and Employee Training

Notices are to be sent to:

Joseph Zepf, Esq.
Amscan, Inc.
80 Grasslands Road
Elmsford, NY 10523

With a copy to:

James Robert Maxwell
c/o Rogers Joseph O'Donnell & Phillips
311 California Street
San Francisco, CA 94104
Tel: (415) 365-5376 / Fax: (415) 956-6457
jmaxwell@rjo.com

EXHIBIT E

**(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)**

1. Albertson's LLC; Albertson's, Inc.; New Albertson's, Inc.
2. A-List, Inc. dba Kitson
3. Amiee Lynn, Inc.
4. AZ3, Inc.
5. BCBG Max Azria Group, Inc.
6. Beena Beauty Holding, Inc.
7. Big A Drug Stores, Inc.
8. Busch Entertainment Corporation
9. Conair Corporation
10. Cousin Corporation of America
11. Elite Distributing Company dba Edco
12. Estée Lauder Inc.; The Estée Lauder Companies Inc.
13. Furla (U.S.A.) Incorporated
14. Georgiou Studio, Inc.
15. Goody Products, Inc.
16. Hand & Mind, Inc.
17. Hayun Fashion Investments Corporation dba Planet Funk
18. I Love Bracelets, Inc.
19. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
20. Jacadi USA, Inc.
21. La-Kontra
22. Learning Express, Inc.
23. Legoland California LLC
24. Lisa Kline, Inc.
25. Long Rap, Inc..
26. Mango
27. Marin Beauty Company

- 1 28. Max Rave, LLC
- 2 29. Maxfield, Inc.
- 3 30. Peninsula Beauty Supply, Inc.
- 4 31. Peter David, Inc.
- 5 32. Planet Beauty, Inc.
- 6 33. Raley's
- 7 34. Rite Aid Corporation
- 8 35. Safeway Inc.
- 9 36. Scünci International, Inc.
- 10 37. Sea World, Inc.
- 11 38. Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 12 39. Six Flags Theme Parks, Inc.
- 13 40. Urban Outfitters West LLC; Urban Outfitters, Inc.
- 14 41. Venus Fashion Jewelry
- 15 42. Whole Foods Market California, Inc.; Whole Foods Market, Inc.

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