

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 Coat*
3 *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 On December 27, 2006, CEH provided a “Notice of Violation of Proposition 65” to
10 the California Attorney General, the District Attorneys of every county in California, the City
11 Attorneys of every California city with a population greater than 750,000, and to Whole Foods
12 Market, Inc., the parent company of Whole Foods Market California, Inc., regarding the presence of
13 lead in jewelry manufactured, distributed or sold by Whole Foods Market, Inc.

14 1.6 On October 2, 2007, Whole Foods Market, Inc. filed a Motion for Summary Judgment
15 alleging that Whole Foods Market, Inc. did not sell jewelry in California. Rather, its wholly owned
16 subsidiary Whole Foods Market California, Inc. was the proper defendant.

17 1.7 On October 10, 2007, CEH provided a “Notice of Violation of Proposition 65” to the
18 California Attorney General, the District Attorneys of every county in California, the City Attorneys
19 of every California city with a population greater than 750,000, and to Whole Foods Market
20 California, Inc. regarding the presence of lead in jewelry manufactured, distributed or sold by Whole
21 Foods Market California, Inc.

22 1.8 On December 18, 2007, the Court entered an Order on Stipulation between Whole
23 Foods Market, Inc. and CEH that: (1) dismissed Whole Foods Market, Inc. from the case without
24 prejudice; (2) allowed for the amendment of the operative Complaint in the *Nadri* Action to name
25 Whole Foods Market California, Inc. as a party; (3) took the Motion For Summary Judgment filed by
26 Whole Foods Market, Inc. off calendar and (4) deemed the answer filed by Whole Foods Market, Inc.
27 as the answer filed by Whole Foods Market California, Inc.
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1 1.9 On December 28, 2007, Whole Foods Market California, Inc. filed a First Amended
2 Answer to the operative Complaint.

3 1.10 On April 7, 2009, CEH provided a "Notice of Violation of Proposition 65" to the
4 California Attorney General, the District Attorneys of every county in California, the City Attorneys
5 of every California city with a population greater than 750,000, and to Whole Foods Market,
6 California, Inc., regarding the presence of regarding the presence of lead in vinyl and faux leather
7 wallets, handbags, purses, clutches and totes manufactured, distributed or sold by Whole Foods
8 Market, California, Inc.

9 1.11 On June 4, 2009, CEH provided a "Notice of Violation of Proposition 65" to the
10 California Attorney General, the District Attorneys of every county in California, the City Attorneys
11 of every California city with a population greater than 750,000, and to Mrs. Gooch's Natural Food
12 Markets, Inc., regarding the presence of lead in jewelry manufactured, distributed or sold by
13 Mrs. Gooch's Natural Food Markets, Inc.

14 1.12 On or about June 15, 2009, CEH provided a "Notice of Violation of Proposition 65" to
15 the California Attorney General, the District Attorneys of every county in California, the City
16 Attorneys of every California city with a population greater than 750,000, and to Mrs. Gooch's
17 Natural Food Markets, Inc., regarding the presence of lead in vinyl and faux leather wallets,
18 handbags, purses, clutches and totes manufactured, distributed or sold by Mrs. Gooch's Natural Food
19 Markets, Inc.

20 1.13 On the Effective Date, which will be more than sixty (60) days after the June 4, 2009
21 and June 15, 2009 Notices were served on Mrs. Gooch's Natural Food Markets, Inc., the operative
22 Complaint in this matter is hereby amended to (i) add Mrs. Gooch's Natural Food Markets, Inc. as a
23 defendant; and, (ii) as to only defendants Whole Foods Market California, Inc. and Mrs. Gooch's
24 Natural Food Markets, Inc., to amend the definition of Products to include vinyl and faux leather
25 wallets, handbags, purses, clutches and totes.

26 1.14 Defendants are corporations that employ ten or more persons, and which manufacture,
27 distribute and/or sell Covered Products in the State of California.

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1 1.15 For purposes of this Consent Judgment only, CEH and Defendants (the “Parties”)
2 stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint
3 and personal jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper
4 in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full
5 and final resolution of all claims which were or could have been raised in the Complaint based on the
6 facts alleged therein with respect to Covered Products manufactured, distributed, and/or sold by
7 Defendants.

8 1.16 CEH and Defendants enter into this Consent Judgment as a full and final settlement of
9 all claims that were raised in the Complaint, or which could have been raised in the Complaint,
10 arising out of the facts or conduct related to Defendants alleged therein. By execution of this Consent
11 Judgment and agreeing to comply with its terms, the Parties do not admit any facts or conclusions of
12 law, including, but not limited to, any facts or conclusions of law suggesting or demonstrating any
13 violations of Proposition 65 or any other statutory, common law or equitable requirements relating to
14 lead in the Covered Products as defined in paragraph 2.1. Nothing in this Consent Judgment shall be
15 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of
16 law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by
17 the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent
18 Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may
19 have in this or any other or future legal proceedings. This Consent Judgment is the product of
20 negotiation and compromise and is accepted by the Parties for purposes of settling, compromising,
21 and resolving issues disputed in this action.

22 **2. DEFINITIONS**

23 2.1 The term “Covered Product” means (a) the following ornaments worn by a person: an
24 anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, decorated hair accessories, earring,
25 necklace, pin, ring and Body Piercing Jewelry; (b) any bead, chain, link, pendant, or other component
26 of such an ornament; and (c) vinyl and faux leather wallets, handbags, purses, clutches and totes.

27 2.2 The term “Effective Date” means the date of entry of this Consent Judgment.
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1 **3. INJUNCTIVE RELIEF**

2 **3.1 Reformulation of Covered Products.** After the Effective Date, Defendants shall not
3 manufacture, ship, or sell or offer for sale any Covered Product that contains:

4 3.1.1 Any metal component, or is made of any metallic material, that is more
5 than 0.03 percent lead by weight (300 parts per million (“ppm”));

6 3.1.2 Any non-metallic component, or that is made of any non-metallic
7 material, that is more than 0.02 percent lead by weight (200 ppm); and

8 3.1.3 Any Surface Coating that is more than 0.009 percent lead by weight (90
9 ppm). For purposes of this Consent Judgment, “Surface Coating” shall carry the same meaning as
10 “Paint or other similar surface coating” under 16 CFR §1303.2(b)(1) (“Paint and other similar
11 surface-coating materials means a fluid, semi-fluid, or other material, with or without a suspension of
12 finely divided coloring matter, which changes to a solid film when a thin layer is applied to a metal,
13 wood, stone, paper, leather, cloth, plastic, or other surface. This term does not include printing inks
14 or those materials which actually become a part of the substrate, such as the pigment in a plastic
15 article, or those materials which are actually bonded to the substrate, such as by electroplating or
16 ceramic glazing.”).

17 **3.2 Additional Injunctive Relief.** Defendants shall comply with the following additional
18 injunctive relief requirements:

19 3.2.1 **National Application of Reformulation Requirements.** Defendants
20 shall use their best efforts through participation in the Whole Foods Markets Leadership Network
21 with other companies that operate Whole Foods Market branded stores to attempt to ensure that all
22 Whole Foods Markets branded stores comply with the lead reformulation requirements of Section 3.1
23 of this Consent Judgment. Defendants shall send a written report to CEH on January 2 of each year
24 for the three years following the Effective Date detailing the progress in achieving this goal and
25 including any agreements reached or policies implemented. Defendants shall use best efforts to put
26 CEH in contact with a representative of Whole Foods Markets Leadership Network if CEH requests
27 such a contact.

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1 3.2.2 **Market Withdrawal of Covered Products.** On or before the
2 Effective Date, Defendants shall cease shipping Covered Products identified below as the “Recalled
3 Covered Products” to stores and/or customers in California, and Defendants shall withdraw such
4 Recalled Covered Product from the market in California, and, at a minimum, send instructions to any
5 of their stores and/or customers that offer the Recalled Covered Product for sale in California to cease
6 offering the Recalled Covered Product for sale in California and to return all such Recalled Covered
7 Products to Defendants’ headquarters for destruction. Any destruction of such Recalled Covered
8 Products shall be in compliance with all applicable laws. Defendants shall keep and make available
9 to CEH for inspection and copying records and correspondence regarding the market withdrawal and
10 destruction of such Recalled Covered Products. If there is a dispute over the corrective action, the
11 Parties shall meet and confer before seeking any remedy in court.

12 3.2.2.1 The Recalled Covered Products are the following:

- 13 (1) Pave Clips Crystal, SKU No. 81580-00671;
- 14 (2) Intuition Gem Floral Cross Clips, SKU No. 7-81580-00668-1
- 15 (3) ICU Eyewear Necklace With Pendant, SKU No. 40834-00047
- 16 (4) Red Hot Fluff Wallet, SKU No. 7-94955-00141-9
- 17 (5) Black and White Fluff Purse, Item No. WF-G, SKU No. 7-94955-
18 00537-0
- 19 (6) Pink Fluff Purse, Item No. WF-G, SKU No. 7-94955-00537-0
- 20 (7) San Diego Hat Company Red Handbag, Item #VNB80020SRED
- 21 (8) Tokyo Bay Red Tango accessory bag, SKU No. 7-86380-70001-2

22 3.2.3 **Certification and Testing.** On or before the Effective Date,
23 Defendants shall contact each of their Suppliers of Covered Products and require that each such
24 Supplier provide on an annual basis a certification letter with supporting test results demonstrating
25 that their Covered Products are in compliance with the reformulation standards of this Consent
26 Judgment. If any Supplier does not provide the certification letter and supporting test results within
27 sixty (60) days of the initial request, Defendants will immediately cease sales of the Covered
28 Products that lack proper certification and not resume sales of the offending Covered Products unless

1 and until proper certification with supporting test results demonstrates compliance with the
2 reformulation requirements of this Consent Judgment are provided. Any Covered Products that are
3 withdrawn from the market or for which sales are stopped pursuant to this Section shall be returned to
4 their Suppliers or returned to the respective Defendants' headquarters for destruction. Any
5 destruction of such Covered Product shall be in compliance with all applicable laws.

6 3.2.4 **Supplier and Employee Training.** Defendants shall retain a third
7 party consulting firm to develop training seminars to be provided by such third party consulting firm
8 for each Defendant's regional purchasing coordinators that are responsible for acquisition and testing
9 of Covered Products on the requirements of this Consent Judgment. The seminars shall include
10 training on compliance through reformulation with confirmatory testing. The training seminar for
11 employees must be approved in advance by CEH. Such seminars shall take place no later than three
12 (3) months after the Effective Date. The training seminars may be live or web-based.

13 **4. ENFORCEMENT**

14 4.1 **Procedures.** Prior to bringing any motion or order to show cause to enforce the terms
15 of this Consent Judgment, Plaintiff shall provide Defendants with thirty (30) days advanced written
16 notice of the alleged violation and shall meet and confer with Defendants during such thirty (30) day
17 period in an effort to try to reach agreement on an appropriate cure for the alleged violation. After
18 such thirty (30) day period, Plaintiff may, by new action, motion or order to show cause before the
19 Superior Court of Alameda, seek to enforce the terms and conditions contained in this Consent
20 Judgment.

21 **5. PAYMENTS**

22 5.1 **Payments From Defendants.** Within ten days of the Effective Date of this Consent
23 Judgment, Defendants shall jointly pay the total sum of \$75,000 as a settlement payment.

24 5.2 **Allocation of Payments.** The total settlement amount for Defendants shall be paid in
25 three separate checks delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 1627
26 Irving Street, San Francisco, California 94122, and made payable and allocated as follows:

27 5.2.1 Defendants shall pay the sum of \$1,000 as a civil penalty pursuant to
28 Health & Safety Code §25249.7(b), such money to be apportioned by CEH in accordance with Health

1 & Safety Code §25249.12. The \$1,000 penalty check shall be made payable to the Center For
2 Environmental Health.

3 5.2.2 Defendants shall pay the sum of \$24,500 as payment to CEH in lieu of
4 penalty pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, title 11,
5 §3202(b). CEH will use such funds to continue its work educating and protecting people from
6 exposures to toxic chemicals, including heavy metals. In addition, CEH may use a portion of such
7 funds to monitor compliance with the reformulation requirements of this and other similar Consent
8 Judgments, to purchase and test jewelry, and to prepare and compile the information and
9 documentation necessary to support a Notice of Violation. The payment in lieu of penalty check
10 shall be made payable to the Center For Environmental Health.

11 5.2.3 Defendants shall pay the sum of \$49,500 as reimbursement of
12 reasonable attorneys' fees and costs. The attorneys fees and cost reimbursement check shall be made
13 payable to the Lexington Law Group.

14 **6. MODIFICATION AND DISPUTE RESOLUTION**

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

18 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
19 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to modify
20 the Consent Judgment.

21 6.2.1 **Notices to Defendants.** The persons for Defendants to receive Notices
22 pursuant to this Consent Judgment, until and unless modified pursuant to Section 8, shall be:

23 Vanessa C. Adriance
24 Thomas P. McHenry
25 Gibson Dunn & Crutcher
26 333 South Grand Ave.
27 Los Angeles, CA 90071
28 vadriance@gibsondunn.com

John H. Hempfling
Whole Foods Market Central Office
550 Bowie St.

1 Austin, TX 78703

2 6.2.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant
3 to this Consent Judgment, until and unless modified pursuant to Section 8, shall be:

4 Eric S. Somers
5 Lexington Law Group
6 1627 Irving Street
7 San Francisco, California 94122
8 esomers@lexlawgroup.com

7 **7. CLAIMS COVERED AND RELEASE**

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

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

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

3 7.4 Nothing in this Section 7 shall apply to any Supplier that is not Defendants unless
4 such Supplier is a parent, subsidiary, or sister company of Defendants.

5 **8. PROVISION OF NOTICE**

6 8.1 When any party is entitled to receive any notice under this Consent Judgment, the
7 notice shall be sent by certified mail and electronic mail to the Party(ies) identified in Section 6.2.
8 Any party may modify the person and address to whom the notice is to be sent by sending each other
9 party notice by certified mail and/or other verifiable form of written communication.

10 **9. COURT APPROVAL**

11 9.1 This Consent Judgment shall become effective on the Effective Date, provided
12 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
13 Defendants shall support approval of such Motion.

14 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
15 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

16 **10. GOVERNING LAW AND CONSTRUCTION**

17 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
18 California.

19 10.2 The Parties, including their counsel, have participated in the preparation of this
20 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
21 Consent Judgment has been accepted and approved as to its final form by all Parties and their
22 counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be
23 interpreted against any Party as a result of the manner of the preparation of this Consent Judgment.
24 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that
25 ambiguities are to be resolved against the drafting Party should not be employed in the interpretation
26 of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code §1654.
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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 unless
4 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 action
8 brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of Civil
9 Procedure §1021.5 against a party that acted with substantial justification. The party seeking such an
10 award shall bear the burden of meeting all of the elements of §1021.5, and this provision shall not be
11 construed as altering any procedural or substantive requirements for obtaining such an award.

12 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of sanctions
13 pursuant to law.

14 **12. ENTIRE AGREEMENT**

15 12.1 This Consent Judgment contains the sole and entire agreement and understanding of
16 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
17 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and
18 therein. There are no warranties, representations, or other agreements between the Parties except as
19 expressly set forth herein. No representations, oral or otherwise, express or implied, other than those
20 specifically referred to in this Consent Judgment have been made by any Party hereto. No other
21 agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist
22 or to bind any of the Parties hereto. No supplementation, modification, waiver, or termination of this
23 Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No
24 waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver
25 of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a
26 continuing waiver.

1 **13. RETENTION OF JURISDICTION**

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent
3 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 by
6 the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
7 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 Defendants on terms that are different than those contained in this
11 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.

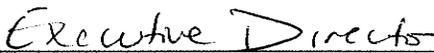
15 IT IS SO STIPULATED:

16 Dated: June 25, 2009

CENTER FOR ENVIRONMENTAL HEALTH

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18 
19 _____
20 Printed Name

21 
22 _____
23 Title

1 Dated: June ³⁰, 2009

WHOLE FOODS MARKET CALIFORNIA,
INC.



ROBERTA LANG
Printed Name

 Vice President
Title

9 Dated: June ³⁰, 2009

MRS. GOOCH'S NATURAL FOOD
MARKETS, INC.



ROBERTA LANG
Printed Name

Vice President
Title

18 IT IS SO ORDERED, ADJUDGED,
19 AND DECREED

20 Dated:

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

1 **EXHIBIT A (TESTING PROTOCOLS)**

2 The following test methods must be used to determine compliance with the lead standards set
3 forth in this Consent Judgment. A material shall not meet the applicable lead standard if the mean
4 lead level of: (1) one or two samples exceeds 300% of the component specification limit; (2) three
5 samples exceeds 200% of the component specification limit; or (3) four or more samples exceeds the
6 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 with
14 laboratory reagent grade deionized water, and dried in a clean ambient environment. If components
15 must be cut or scraped to obtain a sample, then metal snips, scissors, or other cutting tools used must
16 be made of stainless steel and washed and rinsed before each use and between samples.

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

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

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	<p>to remove particulate matter, rinsed again, and dried between samples. Weigh the scrapings. A minimum of 50 mg of scraped 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 A (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 B
(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)

1. Albertson's LLC; Albertson's, Inc.; New Albertson's, Inc.
2. Amiee Lynn, Inc.
3. AZ3, Inc.
4. Banana Republic, LLC
5. BCBG Max Azria Group, Inc.
6. Big A Drug Stores, Inc.
7. Conair Corporation
8. Cousin Corporation of America
9. Elite Distributing Company dba Edco
10. Forum Novelties, Inc.
11. Georgiou Studio, Inc.
12. Hayun Fashion Investments Corporation dba Planet Funk
13. H.E.R. Accessories, LLC
14. ICU Eyewear
15. I Love Bracelets, Inc.
16. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
17. Jacadi USA, Inc.
18. JOIA Accessories, Inc.
19. Legoland California LLC
20. Lisa Kline, Inc.
21. Long Rap, Inc..
22. Marin Beauty Company
23. Max Rave, LLC
24. Peninsula Beauty Supply, Inc.

- 1 25. Raley's
- 2 26. Rite Aid Corporation
- 3 27. Ruby's Costume Company, Inc.
- 4 28. Safeway, Inc.
- 5 29. Scunci International, Inc.
- 6 30. Sea World, Inc.
- 7 31. Shoe Pavilion Corporation; Shoe Pavilion, Inc.
- 8 32. Six Flags Theme Parks, Inc.
- 9 33. Urban Outfitters West LLC; Urban Outfitters, Inc.
- 10 34. Volume Distributors, Inc.
- 11 35. Zoom Eyeworks, Inc.

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