



1 *Factory et al.* (Alameda Superior Court Case No. RG 04-162075).

2 1.3 On February 21, 2006, upon noticed motion, the Court entered a Consent Judgment  
3 against a group of other defendants in the consolidated actions (the “Master Consent Judgment”).

4 1.4 On June 15, 2006, upon noticed motion, the Court amended the Master Consent  
5 Judgment by entering an Amended Consent Judgment in the consolidated actions (the “Amended  
6 Master Consent Judgment”).

7 1.5 On July 16, 2008, CEH provided a “Notice of Violation of Proposition 65” to the  
8 California Attorney General, the District Attorneys of every county in California, the City  
9 Attorneys of every California city with a population greater than 750,000, and to Defendant  
10 regarding the presence of lead in jewelry manufactured, distributed or sold by Defendant.

11 1.6 On October 22, 2008, the Complaint in the *Nadri* Action was amended to name  
12 Defendant as a party. On November 5, 2008, an errata was filed to correct a typographical error  
13 with respect to another party identified in the October 22, 2008 amendment.

14 1.7 Defendant is a corporation that employs 10 or more persons, and which  
15 manufactures, distributes and/or sells Covered Products in the State of California.

16 1.8 For purposes of this Consent Judgment only, CEH and Defendant (the “Parties”)  
17 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
18 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that  
19 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this  
20 Consent Judgment as a full and final resolution of all claims which were or could have been raised  
21 in the Complaint based on the facts alleged therein with respect to Covered Products  
22 manufactured, distributed, and/or sold by Defendant.

23 1.9 CEH and Defendant enter into this Consent Judgment as a full and final settlement  
24 of all claims that were raised in the Complaint, or which could have been raised in the Complaint,  
25 arising out of the facts or conduct related to Defendant alleged therein. By execution of this  
26 Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or  
27 conclusions of law including, but not limited to, any facts or conclusions of law suggesting or  
28 demonstrating any violations of Proposition 65 or any other statutory, common law or equitable

1 requirements relating to lead in jewelry. Nothing in this Consent Judgment is or shall be  
2 construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of  
3 law, nor shall compliance with the Consent Judgment constitute or be construed as an admission  
4 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Defendant denies  
5 the material, factual and legal allegations in CEH’s Complaint and expressly denies any wrong  
6 doing whatsoever. Nothing in this Consent Judgment shall prejudice, waive or impair any right,  
7 remedy, argument or defense the Parties may have in this or any other pending or future legal  
8 proceedings. This Consent Judgment is the product of negotiation and compromise and is  
9 accepted by the Parties solely for purposes of settling, compromising, and resolving issues  
10 disputed in this action.

11 **2. DEFINITIONS**

12 2.1 The term “Covered Product” means (a) the following ornaments worn by a person:  
13 an anklet, arm cuff, bracelet, charm, brooch, chain, crown, cuff link, decorated hair accessories,  
14 earring, necklace, pin, ring and Body Piercing Jewelry; or (b) any bead, chain, link, pendant, or  
15 other component of such an ornament.

16 2.2 The term “Effective Date” means the date of entry of this Consent Judgment.

17 **3. INJUNCTIVE RELIEF**

18 3.1 **Reformulation of Covered Products.** After the Effective Date, Defendant shall  
19 not manufacture, ship, or sell or offer for sale any Covered Product that contains:

20 3.1.1 Any metal component, or is made of any metallic material, that is more  
21 than 0.03 percent lead by weight (300 parts per million (“ppm”));

22 3.1.2 Any non-metallic component, or is made of any non-metallic material, that  
23 is more than 0.02 percent lead by weight (200 ppm); and

24 3.1.3 Any Surface Coating that is more than 0.009 percent lead by weight (90  
25 ppm). For purposes of this Consent Judgment, “Surface Coating” shall carry the same meaning as  
26 “Paint or other similar surface coating” under 16 CFR §1303.2(b)(1) (“Paint and other similar  
27 surface-coating materials means a fluid, semi-fluid, or other material, with or without a suspension  
28 of finely divided coloring matter, which changes to a solid film when a thin layer is applied to a

1 metal, wood, stone, paper, leather, cloth, plastic, or other surface. This term does not include  
2 printing inks or those materials which actually become a part of the substrate, such as the pigment  
3 in a plastic article, or those materials which are actually bonded to the substrate, such as by  
4 electroplating or ceramic glazing.”).

5 **4. ENFORCEMENT**

6 **4.1 General Enforcement Provisions.** The Attorney General or CEH may, by motion  
7 or application for an order to show cause before this Court, enforce the terms and conditions  
8 contained in this Consent Judgment, subject to the following:

9 4.1.1 Any action to enforce the terms of Section 3 of this Consent Judgment  
10 shall be brought exclusively pursuant to this Section 4.

11 4.1.2 No action to enforce this Consent Judgment may be brought by CEH  
12 unless the Attorney General either joins in such action or provides written non-objection to the  
13 proposed enforcement proceedings at the conclusion of the meet-and-confer requirement of  
14 Section 4.2.4. The Attorney General agrees to provide either a written objection or written non-  
15 objection to a proposed enforcement proceeding within 15 days of receipt of a written request for  
16 such a response from CEH, provided that the Attorney General may extend such 15 day response  
17 time by a single extension of an additional 15 days by writing to the requesting Party. The fact that  
18 the Attorney General provides a written non-objection shall not be construed as endorsement of or  
19 concurrence in an enforcement action. Any written non-objection shall be admissible in court  
20 only if Defendant challenges the right of CEH to enforce this Consent Judgment for failure to  
21 obtain the written non-objection.

22 4.1.3 For purposes of this Section 4 only, the term “Defendant” includes a  
23 Person that was a party to the Amended Master Consent Judgment or to a consent judgment that  
24 contained “identical or substantially identical terms as provided in Sections 2, 3 and 4 of the  
25 amended consent judgment,” as those terms are used in Health & Safety Code §25214.3(d).

26 **4.2 Enforcement of Materials Violation.**

27 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective  
28 Date, the Attorney General or CEH (“Notifying Person”) identifies one or more Covered Products

1 that the Notifying Person believes in good faith do not comply with Section 3 of this Consent  
2 Judgment, the Notifying Person may issue a Notice of Violation pursuant to this Section 4.

3 **4.2.2 Service of Notice of Violation and Supporting Documentation.**

4 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in  
5 Section 8.1 to receive notices for Defendant, and must be served within 45 days of the date the  
6 alleged violation(s) was or were observed. The Notice of Violation shall also be served on  
7 Defendant as a Supplier of the Covered Products identified by the Brand Names listed on Exhibit  
8 E to the Amended Master Consent Judgment for the Covered Product(s) in question.

9 4.2.2.2 The Notice of Violation shall, at a minimum, set forth for each  
10 Covered Product: (a) the date(s) the alleged violation(s) was observed, (b) the location at which  
11 the Covered Product was offered for sale, (c) a description of the Covered Product giving rise to  
12 the alleged violation, and (d) all test data obtained by the Notifying Person regarding the Covered  
13 Product and supporting documentation sufficient for validation of the test results, including all  
14 laboratory reports, quality assurance reports and quality control reports associated with testing of  
15 the Covered Products. Such Notice of Violation shall be based upon test data that meets the  
16 criteria of Exhibit A. Wipe, swipec, and swab testing are not sufficient to support a Notice of  
17 Violation.

18 4.2.2.3 The Notifying Person shall promptly make available for inspection  
19 and/or copying upon request all supporting documentation related to the testing of the Covered  
20 Products and associated quality control samples, including chain of custody records, all laboratory  
21 logbook entries for laboratory receiving, sample preparation, and instrumental analysis, and all  
22 printouts from all analytical instruments relating to the testing of Covered Product samples and  
23 any and all calibration, quality assurance, and quality control tests performed or relied upon in  
24 conjunction with the testing of the Covered Products, obtained by or available to the Notifying  
25 Person that pertains to the Covered Product's alleged noncompliance with Section 3 and, if  
26 available, any exemplars of Covered Products tested.

27 **4.2.3 Notice of Election of Response.** No more than 30 days after receiving a  
28 Notice of Violation by e-mail, Defendant shall provide written notice to the Notifying Person

1 whether it elects to contest the allegations contained in a Notice of Violation (“Notice of  
2 Election”). Email notification to the Notifying Person is sufficient.

3 4.2.3.1 If a Notice of Violation is contested the Notice of Election shall  
4 include all then-available documentary evidence regarding the alleged violation, including all test  
5 data, if any. If Defendant or the Notifying Person later acquires additional test or other data  
6 regarding the alleged violation, it shall notify the other Party and promptly provide all such data or  
7 information to the Party. Any test data used to rebut a Notice of Violation shall meet the criteria  
8 of Exhibit A.

9 4.2.3.2 If a Notice of Violation is not contested, the Notice of Election shall  
10 include a description of Defendant’s corrective action pursuant to Section 4.2.6. The Notice of  
11 Election shall include the name, address, telephone number, and other contact information, of  
12 Defendant’s Supplier(s) of each Covered Product identified in the Notice of Violation, and of any  
13 party to the Amended Master Consent Judgment or to a consent judgment that contained “identical  
14 or substantially identical terms as provided in Sections 2, 3 and 4 of the amended consent  
15 judgment,” as those terms are used in Health & Safety Code §25214.3(d), to whom Defendant  
16 sold any Covered Product(s) identified in the Notice of Violation.

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

27 4.2.5 **Non-Contested Matters.** If Defendant elects not to contest the  
28 allegations in a Notice of Violation, it shall undertake corrective action pursuant to Section 4.2.6

1 and shall make any contributions required by Section 4.2.7.

2           4.2.6     **Corrective Action in Non-Contested Matters.** If Defendant elects not to  
3 contest the allegation, it shall include in its Notice of Election a detailed description of corrective  
4 action that it has undertaken or proposes to undertake to remove the Covered Product(s) identified  
5 in the Notice of Violation for sale in California. Corrective action must include instructions to  
6 Defendant's stores to cease offering the Covered Product(s) identified in the Notice of Violation  
7 for sale in California as soon as practicable. Defendant shall keep and make available to the  
8 Notifying Person for inspection and/or copying records and correspondence regarding the  
9 corrective action. If there is a dispute over the corrective action, the Parties shall meet and confer  
10 pursuant to Section 4.2.4 before seeking any remedy in court.

11           4.2.7     **Required Contributions to Proposition 65 Jewelry Testing Fund in**  
12 **Non-Contested Matters.** Defendant shall be required to make a contribution to the Proposition  
13 65 Jewelry Testing Fund established by the Amended Master Consent Judgment as specified  
14 below:

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

18           4.2.7.2     If Defendant serves a Notice of Election not to contest the  
19 allegations in a Notice of Violation more than 15 days but less than 31 days after receipt of the  
20 Notice of Violation, Defendant shall make a required contribution in the amount of \$2,500 for  
21 each Supplier from whom it purchased the Covered Product(s) identified in any Notices of  
22 Violation served within a 30-day period.

23           4.2.7.3     If Defendant withdraws a Notice of Election contesting the violation  
24 and serves a new Notice of Election not to contest the allegations in a Notice of Violation within  
25 60 days after receipt of the Notice of Violation, and before any enforcement action concerning the  
26 violations alleged in the Notice of Violation is filed, Defendant shall make a required contribution  
27 in the amount of \$7,500 for each Supplier from whom it purchased the Covered Product(s)  
28 identified in any Notices of Violation served within a 30-day period.

1                   4.2.7.4     The contributions shall be paid within 15 days of e-mail service of a  
2 Notice of Election.

3                   4.2.7.5     Defendant’s liability for required contributions shall be limited as  
4 follows:

5                                 4.2.7.5.1         Defendant as a Supplier to one or more retailers shall  
6 be liable for one required contribution within any 30-day period,  
7 regardless of the number of retailers to whom the Covered Product  
8 is distributed.

9                                 4.2.7.5.2         If Defendant has manufactured, sold, or distributed a  
10 Covered Product identified in a Notice of Violation, only one  
11 required contribution may be assessed against the Defendant  
12 potentially liable therefore in any 30-day period, in the following  
13 order of priority: (1) Manufacturers; (2) Importers; (3) Distributors,  
14 and (4) Retailers.

15                                 4.2.7.5.3         Defendant’s monetary liability to make required  
16 contributions under Section 4.2.7.2 shall be limited to \$5,000 for  
17 each 30-day period. Defendant’s monetary liability to make  
18 required contributions under Section 4.2.7.3 shall be limited to  
19 \$15,000 for each 30-day period.

20                   4.2.7.6     If Defendant has paid either of the payments set forth in Sections  
21 4.2.7.2 and 4.2.7.3 more than six times in any 18-month period, or more than three times in any  
22 12-month period for Covered Products sold to Defendant from the same Supplier then, at the  
23 Notifying Person’s option, the Notifying Person may seek whatever fines, costs, penalties, or  
24 remedies are provided by law for failure to comply with the Consent Judgment.

25                   4.2.8     **Limitation on Liability.** Defendant’s liability when it elects not to  
26 contest a Notice of Violation shall be limited to the contributions required by Section 4.2.7.

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1     **5.     PAYMENTS**

2             **5.1     Payments From Defendant.** Within five (5) days of the entry of this Consent  
3 Judgment, Defendant shall pay the total sum of \$50,000 as a settlement payment.

4             **5.2     Allocation of Payments.** The total settlement amount for Defendant shall be paid  
5 in three separate checks delivered to the offices of the Lexington Law Group, LLP (Attn: Eric  
6 Somers), 1627 Irving Street, San Francisco, California 94122 and made payable and allocated as  
7 follows:

8                     **5.2.1** Defendant shall pay the sum of \$1,000 as a penalty pursuant to Health &  
9 Safety Code §25249.7(b),

10                    **5.2.2** Defendant shall pay the sum of \$16,200 as payment to CEH in lieu of  
11 penalty pursuant to Health & Safety Code §25249.7(b), and California Code of Regulations, title  
12 11, §3202(b). CEH will use such funds to continue its work educating and protecting people from  
13 exposures to toxic chemicals, including heavy metals. In addition, CEH may use a portion of such  
14 funds to monitor compliance with the reformulation requirements of this and other similar Consent  
15 Judgments, to purchase and test jewelry, and to prepare and compile the information and  
16 documentation necessary to support a Notice of Violation. The payment in lieu of penalty check  
17 shall be made payable to the Center For Environmental Health.

18                    **5.2.3** Defendant shall pay the sum of \$32,800 as reimbursement of reasonable  
19 attorneys' fees and costs. The attorneys fees and cost reimbursement check shall be made payable  
20 to the Lexington Law Group, LLP.

21     **6.     MODIFICATION AND DISPUTE RESOLUTION**

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

25             **6.2     Subsequent Legislation.** If, subsequent to the Effective Date, legislation is  
26 adopted that addresses the lead content of Covered Products sold in California, any Party shall be  
27 entitled to request that the Court modify this Consent Judgment for good cause shown.

28

1           6.3    **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 Defendant and Defendant’s 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 B of this Consent Judgment to whom they distribute or sell Covered  
9 Products including, but not limited to, distributors, wholesalers, customers, retailers, franchisees,  
10 cooperative members, and licensees (“Downstream Defendant Releasees”), of any violation of  
11 Proposition 65 or any other statutory or common law claims that have been or could have been  
12 asserted in the public interest against Defendant, Defendant Releasees, and Downstream  
13 Defendant Releasees, regarding the failure to warn about exposure to lead arising in connection  
14 with Covered Products manufactured, distributed, or sold by Defendant 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 Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from any violation  
18 of Proposition 65 or any other statutory or common law claims that have been or could have been  
19 asserted in the public interest regarding the failure to warn about exposure to lead arising in  
20 connection with Covered Products manufactured, distributed or sold by Defendant prior to the  
21 Effective Date.

22           7.3    Compliance with the terms of this Consent Judgment by Defendant and its  
23 Defendant Releasees shall constitute compliance with Proposition 65 by that Defendant, its  
24 Defendant Releasees and their Downstream Defendant Releasees with respect to any alleged  
25 failure to warn about Lead in Covered Products manufactured, distributed or sold by Defendant  
26 after the Effective Date.

27           7.4    Nothing in this Section 7 shall apply to any Supplier that is not a Defendant unless  
28 such Supplier is a parent, subsidiary, or sister company of Defendant.

1     **8.     PROVISION OF NOTICE**

2             8.1     When any Party is entitled to receive any notice under this Consent Judgment, the  
3 notice shall be sent by certified mail and electronic mail as follows:

4                     8.1.1     **Notices to Defendant.** The persons for Defendant to receive Notices  
5 pursuant to this Consent Judgment shall be:

6                                     Malcolm C. Weiss  
7                                     Catherine Allen  
8                                     Hunton & Williams LLP  
9                                     550 South Hope Street  
10                                    Suite 2000  
11                                    Los Angeles, CA 90071  
12                                    mweiss@hunton.com  
13                                    callen@hunton.com

14                     8.1.2     **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to  
15 this Consent Judgment shall be:

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

21             8.2     Any Party may modify the person and address to whom the notice is to be sent by  
22 sending each other Party notice by certified mail and/or other verifiable form of written  
23 communication.

24     **9.     COURT APPROVAL**

25             9.1     This Consent Judgment shall become effective on the Effective Date, provided  
26 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
27 Defendant shall support approval of such Motion.

28             9.2     If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

**10.    GOVERNING LAW AND CONSTRUCTION**

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

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  
10 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this  
11 provision shall not be construed as altering any procedural or substantive requirements for  
12 obtaining such an 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. Any agreements specifically  
24 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
25 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
26 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
27 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
28

1 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
2 whether or not similar, nor shall such waiver constitute a continuing waiver.

3 **13. RETENTION OF JURISDICTION**

4 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
5 Consent Judgment.

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

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


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

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

14 **16. EXECUTION IN COUNTERPARTS**

15 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
16 means of facsimile, which taken together shall be deemed to constitute one document.

17  
18 IT IS SO STIPULATED:

19 Dated: 4/21/09 20 21 22 23 24 25 26 27 28	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>   _____ <b>MICHAEL GLOOR</b> Printed Name  <b>EXECUTIVE DIRECTOR</b> _____ Title
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Dated: 4/21/09

QUEST BEADS & CAST, INC.

Marcelle Rosenstrauch

MARCELLE ROSENSTRAUCH  
Printed Name

President  
Title

**IT IS SO ORDERED, ADJUDGED,  
AND DECREED**

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  
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:  
27  
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
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 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. A-List, Inc. dba Kitson
3. AZ3, Inc.
4. Banana Republic, LLC
5. Barnes & Noble, Inc.
6. BCBG Max Azria Group, Inc.
7. Beena Beauty Holding, Inc.
8. Big A Drug Stores, Inc.
9. Busch Entertainment Corporation
10. Conair Corporation
11. Cousin Corporation of America
12. Elite Distributing Company dba Edco
13. Forum Novelties, Inc.
14. Furla (U.S.A.) Incorporated
15. Georgiou Studio, Inc.
16. Hayun Fashion Investments Corporation dba Planet Funk
17. H.E.R. Accessories, LLC
18. High IntenCity Corp.
19. ICU Eyewear
20. I Love Bracelets, Inc.
21. Ivorette-Texas, Inc. dba Upstart Crow Trading Company
22. Jacadi USA, Inc.
23. JOIA Accessories, Inc.
24. Legoland California LLC
25. Lisa Kline, Inc.
26. Long Rap, Inc..
27. Mango

- 1 28. Marin Beauty Company
- 2 29. Max Rave, LLC
- 3 30. O.D.Y. Accessories, Inc.
- 4 31. Peninsula Beauty Supply, Inc.
- 5 32. Raley's
- 6 33. Rite Aid Corporation
- 7 34. Ruby's Costume Company, Inc.
- 8 35. Safeway, Inc.
- 9 36. Scüinci 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. Volume Distributors, Inc.
- 15 42. Whole Foods Market California, Inc.
- 16 43. Zoom Eyeworks, Inc.