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24 **SUPERIOR COURT OF CALIFORNIA**  
25 **FOR THE COUNTY OF ALAMEDA**

26 **PEOPLE OF THE STATE OF CALIFORNIA**,  
27 **ex rel. EDMUND G. BROWN, JR.**, Attorney  
28 **General, CARMEN A. TRUTANICH**, Los  
Angeles City Attorney, **DAVID W.**  
**PAULSON**, Solano County District Attorney

Plaintiff,

v.

**BEAULIEU GROUP, LLC**, et al.

Defendants

Case No. RG 08407310

**CONSENT JUDGMENT AS TO  
DEFENDANT BEAULIEU GROUP,  
LLC**

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1. **INTRODUCTION**

1.1 On September 2, 2008, the People of the State of California (“People” or “Plaintiffs”), by and through the Attorney General of the State of California (“Attorney General”), the Los Angeles City Attorney and the Solano County District Attorney, filed a complaint for civil penalties and injunctive relief for violations of Proposition 65 and unlawful business practices in the Superior Court for the County of Alameda. The People’s Complaint alleges that the named Defendants failed to provide clear and reasonable warnings that their artificial turf products (the “Products”) contain lead, and that use of, and contact with, those Products results in exposure to lead, a chemical known to the State of California to cause cancer and reproductive harm. The Complaint further alleges that under the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6, also known as “Proposition 65,” businesses must provide persons with a “clear and reasonable warning” before exposing individuals to these chemicals, and that the Defendants failed to do so. The Complaint also alleges that these acts constitute unlawful acts in violation of the Unfair Competition Law, pursuant to Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.*

1.2 Center for Environmental Health (“CEH”) issued a 60-Day Notice of Violation dated May 15, 2008 (“Notice”) and filed its case, *Center for Environmental Health v. Beaulieu Group, LLC*, Alameda County Superior Court, Case No. RG 8400091, on July 24, 2008. CEH also seeks civil penalties and injunctive relief for alleged violations of Proposition 65. On November 24, 2009, the above-captioned action was coordinated with CEH’s action.

1.3 Beaulieu Group, LLC (“Settling Defendant”) is named in both the People’s Complaint and CEH’s Complaint (collectively, the “Complaints”).

1.4 Settling Defendant is a corporation that employs more than ten (10) persons and employed ten or more persons at all times relevant to the allegations of the Complaints, and manufactures, distributes and/or sells Products (as defined below) in the State of California and/or has done so in the past four years. Settling Defendant does not, as of the Effective Date of this Consent Judgment, manufacture any granular cushioning product (for

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example crumb, tire crumb, pellets, sand or synthetic sand) to be installed under any Covered Product sold in California as the terms are defined herein.

1.5 For purposes of this Consent Judgment only, the People, CEH and the Settling Defendant stipulate that this Court has jurisdiction over the allegations of violations contained in the Notice and Complaints and personal jurisdiction over Settling Defendant as to the acts alleged in the Notice and Complaints, that venue is proper in Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaints based on the facts alleged therein.

1.6 The People, CEH and Settling Defendant enter into this Consent Judgment as a full and final settlement of all claims relating to the Covered Products (as that term is defined below) arising from the failure to warn regarding the presence of lead in such Products. Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by Parties of any fact, conclusion of law, issue of law or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy argument or defense the Parties may have in this or any other future legal proceedings. By execution of this Consent Judgment and agreeing to provide the relief and remedies specified herein, Settling Defendant does not admit any violations of Proposition 65, applicable Business and Professions Code sections or any other law or legal duty. Settling Defendant expressly asserts that its Products do not require a warning under Proposition 65 and denies any liability whatsoever.

2. **DEFINITIONS**

2.1 The "Actions" shall collectively mean the *People of the State of California v. Beaulieu Group, LLC*, Case No. BC 338956, Alameda County Superior Court (filed September 2, 2008) and the *Center for Environmental Health v. Beaulieu Group, LLC*, Case No. RG 8400091, Alameda County Superior Court (filed July 24, 2008).

2.2 Covered Products shall mean all artificial turf products manufactured, distributed or sold by Settling Defendant including, but not limited to the products listed in

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Exhibit A to this Consent Judgment. Covered Products does not include granular cushioning product (for example crumb, tire crumb, pellets, sand or synthetic sand).

2.3 The “Effective Date” of this Consent Judgment shall be the date on which this Consent Judgment is entered as a judgment by the trial court.

2.4 “Old Covered Products” shall mean non-Reformulated Covered Products.

2.5 “Parties” shall mean the following entities: People of the State of California ex rel. Edmund G. Brown, Jr., Attorney General, the Los Angeles City Attorney, the District Attorney of Solano County, CEH and Settling Defendant

2.6 “Plaintiffs” shall mean People of the State of California ex rel. Edmund G. Brown, Jr., Attorney General, the Los Angeles City Attorney, and the Solano County District Attorney. The term “Plaintiffs” does not include CEH.

2.7 “Reformulated Covered Products” means Covered Products manufactured by Settling Defendant reformulated on or about July 15, 2008, and which have a level of lead no higher than 100 parts per million (“ppm”) as determined by using the testing protocol in Exhibit B.

2.8 “Sold in California” means any Covered Product that is sold in or into the State of California. For purposes of this Consent Judgment, the date of sale shall be the later of the following: (a) the date of the sales contract; (b) the date that Settling Defendant transports or dispatches the Covered Product into California; (c) the date that Settling Defendant delivers, or causes the delivery of, the Covered Product to the retail site.

**3. INJUNCTIVE RELIEF: LEAD REDUCTION**

3.1 Immediate Product Reformulation. Upon the mutual execution of this Consent Judgment, no Covered Products Sold in California shall have a lead level higher than 50 ppm as determined using the testing protocol in Exhibit B.

**4. INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS**

4.1 Plaintiffs allege that warnings are necessary as to the Old Covered Products because these products purportedly cause continuing exposures to lead. While expressly denying such allegations, Settling Defendant agrees to implement the following programs

1 to provide clear and reasonable warnings to persons who come into contact with Old  
2 Covered Products sold before the Effective Date of this Consent Judgment:

3 (a) Informational Program. Settling Defendant agrees to provide  
4 funding to the California Public Health Trust, as provided in Section 6.3 of this  
5 Consent Judgment (Cy Pres), to fund an informational program regarding the  
6 presence of lead in Settling Defendants' Old Covered Products and other turf  
7 products. Settling Defendant will cooperate with the California Public Health  
8 Trust or its designees by providing them with information upon request regarding  
9 its Old Covered Products.

10 (b) Web Notice. For a period of two years following the Effective  
11 Date, Settling Defendant will maintain a conspicuous link on its primary, customer  
12 oriented website, that directs users to the web page that CEH will maintain with  
13 respect to lead in artificial turf products. The text of the link shall be as set forth in  
14 Exhibit C, and Settling Defendant will cooperate with CEH or its designees by  
15 providing them information, upon request, regarding its Old Covered Products. At  
16 the end of the two year period, Settling Defendant shall have no obligation  
17 whatsoever to renew, maintain or keep posted any web notice, or any link to  
18 CEH's web notice.

19 **5. ADDITIONAL ACTIONS BY SETTLING DEFENDANT**

20 5.1 Replacing Certain Old Covered Products. Plaintiffs and CEH have agreed  
21 to accept the settlement payment set forth in Paragraphs 6.1 – 6.3, below (Civil Penalties,  
22 Cy Pres, Other Payments) based on Settling Defendant's commitment to take additional  
23 actions. Specifically, Settling Defendant shall do the following:

24 (a) Settling Defendant shall replace any Old Covered Products in place  
25 as of the Effective Date and installed in the State of California after October 15,  
26 2004, solely if  
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(1) The Old Covered Products were (i) installed at a licensed day care facility, a school, or a public playground, and (ii) have been in place for more than three years but not more than eight years.

(2) The Lead Transfer Testing conducted pursuant to Exhibit B by a certified California testing facility shows Available Lead Levels, as defined in Exhibit B, in excess of 0.1 micrograms per square centimeter per stroke;

(3) The owner or operator of the day care center, school, or playground makes written request, sent by certified mail return receipt requested, to Settling Defendant that the Old Covered Products be replaced, and this request is received by Settling Defendant on or before February 1, 2012.

(4) The owner or operator provides proof of purchase of the Covered Product for installation at the location at issue.

(5) Settling Defendant shall not be required to provide replacement artificial turf for Old Covered Product that does not meet all the requirements of this section 5.1.

(b) Maximum Expenditure. Settling Defendant shall not be required to provide more than 35,000 square yards of turf in order to comply with the provisions of this Section 5.1. Settling Defendant will honor requests complying with the requirements of this Section 5.1 on a first-come, first-served basis only.

(c) Quality. The quality of the replacement turf that Settling Defendant provides pursuant to this Section 5.1 will be comparable to, or better than, the turf that is being replaced.

(d) Installation. Settling Defendant will not be responsible for the installation, or cost of installation, of any replacement artificial turf.

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6. PAYMENTS

6.1 Payment Timing. All payments under the Consent Judgment shall be due within thirty (30) days following the Effective Date unless entry of this Consent Judgment is challenged and/or granted over an objection. If entry of this Consent Judgment is challenged and/or granted over an objection, the payments required by Section 6 shall not become due until thirty (30) days after this Court’s order approving this Consent Judgment becomes final, including any appeal.

6.2 Civil Penalties. Settling Defendant shall pay a civil penalty of \$ 30,000 pursuant to California Health & Safety Code §§ 25249.7(b) and 25249.12. This payment shall be made thirty (30) days after the Effective Date. Pursuant to § 25249.12, 75% of these funds shall be remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25% apportioned evenly among the Attorney General, the Los Angeles City Attorney, the Solano County District Attorney and CEH.

6.3 Cy pres. Settling Defendant shall make the following payments in lieu of civil penalties:

(a) Settling Defendant shall pay \$ 120,000 to the California Public Health Trust. These funds shall be used, as the Trust directs after conferring with Plaintiffs, for some or all of the following:

- (1) To provide an informational program regarding the presence of lead in artificial turf products sold by Settling Defendants and others.
- (2) To fund independent testing, which shall be conducted pursuant to the protocol attached as Exhibit D (Lead Transfer Testing), of Old Covered Products, and similar products manufactured by other companies, currently installed and in place at licensed day care centers, schools, and public playing fields in California; and to fund efforts to promote consistent testing of Old Covered Products throughout California.

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(3) For research into Good Maintenance Practices, including the feasibility of applying stabilizers to Old Covered Products in order minimize lead transfer from those products.

(4) To provide funding for an independent consultant, who will provide information to schools, municipalities and other locations in California where Old Covered Products are installed, regarding independent testing and Good Maintenance Practices for such products.

(5) For other projects or grants for the purposes of reducing, or educating the public about, lead in consumer products.

(6) Any process undertaken by the Public Health Trust to identify and choose the entity(ies) that will receive any grant to be awarded under this Judgment must be open to public scrutiny and subject to public notice and comment. Any use of funds must be approved by the Attorney General.

(7) In order to minimize any duplication of effort, the Public Health Trust will coordinate the expenditure of funds received pursuant to this Judgment with any expenditures made pursuant to (i) judgments with other defendants in this case and (ii) judgments in other cases in which the Attorney General has alleged that lead in present in consumer products.

(b) Settling Defendant shall pay \$ 10,000 to the Office of Environmental Health Hazard Assessment (OEHHA), to be deposited into OEHHA's Proposition 65 Fund, to be used, on appropriation of the Legislature, to fund a study or studies relating to artificial turf and related products. OEHHA shall coordinate these studies with studies that it may conduct pursuant to SB 1277 (Maldonado).

6.4 Other Payments. Settling Defendant shall also make the following payments:



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(a) Attorney General. Settling Defendant shall pay the sum of \$ 21,500 to the Attorney General, to reimburse the fees and costs his office has expended with respect to this matter. Funds paid pursuant to this paragraph shall be placed in an interest-bearing Special Deposit Fund established by the Attorney General. These funds, including any interest, shall be used by the Attorney General, until all funds are exhausted, for the costs and expenses associated with the enforcement and implementation of Proposition 65, including investigations, enforcement actions, other litigation or activities as determined by the Attorney General to be reasonably necessary to carry out his duties and authority under Proposition 65. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, travel, purchase of written materials, laboratory testing, sample collection, or any other cost associated with the Attorney General's duties or authority under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this paragraph, and any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney General's Office and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

(b) Los Angeles City Attorney and Solano County District Attorney. Settling Defendant shall make payments of \$ 20,000 to the Los Angeles City Attorney and \$ 16,000 to the Solano County District Attorney to defray the attorneys' fees and costs these offices have expended with respect to this matter.

(c) CEH. Settling Defendant shall pay \$ 67,500 jointly to the CEH and Lexington Law Group as a reimbursement of all fees and costs, including attorneys' fees and costs, incurred by CEH in assisting the Plaintiffs in this action with regard to Settling Defendant and prosecuting CEH's own action against Settling Defendant.

1           6.5     Each payment required by this Consent Judgment shall be made through the  
2 delivery of separate checks payable to the applicable person, as follows:

3           (a)     Attorney General. Payments due to the Attorney General shall be  
4 made payable to the “California Department of Justice,” and sent to the attention of  
5 Robert Thomas, Legal Analyst, Department of Justice, 1515 Clay Street, 20th  
6 Floor, Oakland, CA 94612.

7           (b)     Los Angeles City Attorney. Payments due to the Los Angeles City  
8 Attorney shall be made payable to the “Office of the Los Angeles City Attorney”  
9 and sent to: Patty Bilgin, Supervising Attorney, Environmental Justice Unit,  
10 Office of the Los Angeles City Attorney 200 North Main Street, 500 City Hall  
11 East, Los Angeles, California 90012-4131

12          (c)     Solano County District Attorney. Payments due to the Solano  
13 County District Attorney shall be made payable to the “Office of the Solano  
14 County District Attorney” and sent to Criselda B. Gonzalez, Senior Deputy District  
15 Attorney, Office of the Solano County District Attorney, 675 Texas Street, 4th  
16 Floor, Suite 4500, Fairfield CA 94533-6396.

17          (d)     Office of Environmental Health Hazard Assessment. Payments due  
18 to the Office of Environmental Health Hazard Assessment (“OEHHA”) shall be  
19 made payable to the Office of Environmental Health Hazard Assessment and sent  
20 to: Beverly Sloan, Senior Accounting Officer, Office of Environmental Health  
21 Hazard Assessment, P.O. Box 4010, Sacramento, CA 95812-0410.

22          (e)     CEH/Lexington Law Group. The payment due to the CEH and the  
23 Lexington Law Group shall be made payable to the Lexington Law Group and sent  
24 to: Mark N. Todzo, Lexington Law Group, LLP, 1627 Irving Street, San Francisco,  
25 CA 94122

26          (f)     Copies of checks. Settling Defendant will cause copies of each  
27 check issued by it pursuant to this Consent Judgment to be sent to: Dennis A.  
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Ragen, Deputy Attorney General, 110 West A. Street, Suite 1100, San Diego,  
California 92101

7. **MODIFICATION OF CONSENT JUDGMENT**

7.1 This Consent Judgment may only be modified by express written agreement of the Parties with the approval of the Court; by an order of this Court on noticed motion from Plaintiffs, CEH or Settling Defendant in accordance with law; or by the Court in accordance with its inherent authority to modify its own judgments; or as set forth in Section 12 (Request to Amend this Consent Judgment to Preserve Industry Competitiveness).

7.2 Before filing an application with the Court for a modification to this Consent Judgment, the Party seeking modification shall meet and confer with the other party to determine whether the modification may be achieved by consent. If a proposed modification is agreed upon, then Settling Defendant and the Attorney General will present the modification to the Court by means of a stipulated modification to the Consent Judgment.

8. **ENFORCEMENT**

8.1 Enforcement by Plaintiffs. Plaintiffs may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment or seek resolution of any dispute arising under this Consent Judgment. In any proceeding to enforce the terms of this Consent Judgment, Plaintiffs may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment. However, Plaintiffs may not seek any fees or costs if Settling Defendant agrees to take the action demanded by Plaintiffs during the meet and confer process described in section 8.4, below, and implements such action in a prompt manner.

8.2 Enforcement by Settling Defendant or CEH. Settling Defendant or CEH may, after meeting and conferring with the other Parties, file a motion or application for an order to show cause before this Court, in order to (a) seek resolution of any dispute that may arise under this Consent Judgment, or (b) enforce the terms of this Consent Judgment. However, neither CEH nor Settling Defendant shall seek any fees and costs from any Party

1 to the dispute who agrees to take the demanded action during the meet and confer process  
2 described in section 8.4, below, and implements such action in a prompt manner. The  
3 preceding sentence does not create an entitlement to any recovery of fees and costs, which  
4 may only be recovered to the extent allowed by applicable law.

5 8.3 Enforcement by Separate Action. Where violations of this Consent  
6 Judgment constitute subsequent violations of Proposition 65 or other laws independent of  
7 the Consent Judgment and/or those alleged in the Complaint, Plaintiffs and/or CEH are not  
8 limited to enforcement of the Consent Judgment, but may instead elect to seek, in another  
9 action, whatever fines, costs, penalties, or remedies are provided for by law for failure to  
10 comply with Proposition 65 or other laws. In any action brought by Plaintiffs and/or CEH  
11 or another enforcer alleging subsequent violations of Proposition 65 or other laws, Settling  
12 Defendant may assert any and all defenses that are available, including the *res judicata* or  
13 collateral estoppel effect of this Consent Judgment. Plaintiffs (including CEH) must elect  
14 whether (a) to use the enforcement provisions of section 8.1 through 8.2 of this Consent  
15 Judgment or (b) to bring a new action pursuant to this subsection 8.3.

16 8.4 Meet and Confer Required. Before any party institutes any proceeding or  
17 separate action based on alleged violations of the Consent Judgment, the moving or  
18 enforcing party (Moving Party) shall meet and confer with the other party (Other Party), in  
19 the following manner: (1) the Moving Party shall advise the Other Party, in writing, of the  
20 alleged violation or dispute and schedule a telephone conference at a time that is mutually  
21 convenient to the parties, and which falls no later than thirty (30) days from the date of  
22 service of such written notice of the alleged violation or dispute; (2) counsel for the Moving  
23 Party and the Other Party shall participate in the scheduled telephone conference in an  
24 attempt to resolve the issues presented in the notice, at which time counsel for the Other  
25 Party will inform counsel for the Moving Party whether they agree to take the action  
26 demanded in the notice; (3) if the Other Party declines to take such action, the Parties will  
27 attempt to negotiate a mutually agreeable resolution, consistent with the terms of this  
28 Consent Judgment and Proposition 65; and (4) if no mutually agreeable resolution can be  
reached, then, the Moving Party, may file a motion with the Court seeking, as appropriate,

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either judicial enforcement of this Consent Judgment or resolution of the dispute arising under this Judgment.

8.5 The terms of this Consent Judgment shall be enforced exclusively by the Parties hereto.

**9. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

9.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party he or she represents.

**10. CLAIMS COVERED**

10.1 Full and Binding Resolution. This Consent Judgment is a full, final, and binding resolution between the Plaintiffs, CEH, and Settling Defendant, of any violation of Proposition 65., Business & Professions Code sections 17200 *et seq.*, and 17500 *et seq.*, or any other statutory or common law claims that have been or could have been asserted in the Notice or Complaints against Settling Defendant and its downstream distributors, wholesalers and retailers for failure to provide clear and reasonable warnings of exposure to lead from the use of the Covered Products, or any other claim based on the facts or conduct alleged in the Notice or Complaints, whether based on actions committed by Settling Defendant or by any entity to whom Settling Defendant distributes or sells Covered Products, or any entity that sells the Covered Products to consumers. Compliance with the terms of this Consent Judgment resolves any issue now, in the past, and in the future, concerning compliance by Settling Defendant, its parents, divisions, subdivisions, subsidiaries, sister companies, affiliates, cooperative members, licensors and licensees; its distributors, wholesalers, and retailers who sell Covered Products; and the shareholders, officers, predecessors, successors, and assigns of any of them, with the requirements of Proposition 65 or Business and Professions Code sections 17200 *et seq.* and 17500 *et seq.* arising from or relating to exposures to lead in or from the Covered Products. This Consent Judgment does not resolve any claims that Plaintiffs may assert with respect to (i) products other than the Covered Products or (ii) chemicals other than lead.

1 11. PROVISION OF NOTICE

2 11.1 Notices sent pursuant to this Consent Judgment shall be sent to the  
3 person(s) and addresses set forth in this paragraph. Any Party may modify the person and  
4 address to whom the notice is to be sent by sending each other Party notice by certified  
5 mail, return receipt requested. Said change shall take effect for any notice mailed at least  
6 five days after the date the return receipt is signed by the party receiving the change.

7 11.2 Notices shall be sent by overnight delivery, or by concurrent e-mail and by  
8 First Class Mail, to the following when required:

9 For the Attorney General:

10 Dennis A. Ragen, Deputy Attorney General  
11 California Department of Justice  
12 110 West A. Street, Suite 1100  
13 San Diego, CA 92101  
14 Dennis.Ragen@doj.ca.gov

15 and simultaneously to:

16 Robert Thomas, Legal Analyst,  
17 Department of Justice,  
18 1515 Clay Street, 20th Floor,  
19 Oakland, CA 94612  
20 Robert.Thomas@doj.ca.gov

21 For the Los Angeles City Attorney

22 Patty Bilgin, Supervising Attorney, Environmental Justice Unit  
23 Office of the Los Angeles City Attorney  
24 200 North Main Street, 500 City Hall East  
25 Los Angeles, California 90012-4131  
26 Patty.Bilgin@lacity.org

27 For the Solano County District Attorney

28 Criselda B. Gonzalez  
Senior Deputy District Attorney  
Office of the Solano County District Attorney  
675 Texas Street, 4th Floor, Suite 4500  
Fairfield CA 94533-6396  
CGonzalez@SolanoCounty.com

For the Center for Environmental Health

Mark N. Todzo  
Lexington Law Group, LLP  
1627 Irving Street

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San Francisco, CA 94122  
mtodzo@lexlawgroup.com

For the Settling Defendant:

Malcolm C. Weiss  
Catherine Allen  
Hunton & Williams LLP  
550 S. Hope Street, Suite 2000  
Los Angeles, CA 90071  
mweiss@hunton.com  
callen@hunton.com

with a copy to:

Peter N. Farley  
Vice President, General Counsel, Secretary  
& Compliance Officer  
Beaulieu Group, LLC  
1502 Coronet Drive  
Dalton, GA 30720  
peter.farley@beaulieugroup.com

11.3 Written Notification. Within 15 days of completing the actions required by sections 3.1 (Immediate Product Reformulation) and 4.1 (b) (Web Notice), and also on Plaintiffs' written request with respect to any other action required by this Consent Judgment, Settling Defendant shall provide Plaintiffs with written notification that the required action has been completed.

12. **REQUEST TO AMEND THIS JUDGMENT TO PRESERVE INDUSTRY COMPETITIVENESS**

12.1 If the Attorney General approves of any written agreement, enters into a written agreement with, or initiates litigation that results in a valid court decision applicable to and binding on, at least one other manufacturer, distributor, wholesaler, or retailer of artificial turf products, who is alleged to have sold in the State of California any artificial turf containing lead concentrations in excess of 50 ppm, the Attorney General shall provide a copy of the written agreement or court decision to Settling Defendant within ten (10) days of execution of the settlement or the court decision becoming final, including any appeal. If such written agreement contains product reformulation standards that are different than the

1 standards set forth in section 3 of this Consent Judgment (Injunctive Relief: Lead  
2 Reduction), then this Consent Judgment shall be amended, on the written request of the  
3 Settling Defendant, to allow Settling Defendant to comply with such different product  
4 reformulation standards, to the extent that such standards can reasonably be applied to  
5 Settling Defendant's products, in lieu of the standards set forth in section 3 of this  
6 Judgment. Such a request shall be delivered in writing to Plaintiffs and CEH, and it will be  
7 granted if it satisfies the conditions set forth above. Any dispute over such a request shall  
8 be resolved by this Court on noticed motion.

9 **13. COURT APPROVAL AND DISMISSAL OF CEH ACTION**

10 13.1 This Consent Judgment shall be submitted to the Court for entry by noticed  
11 motion or as otherwise may be required or permitted by the Court. If this Consent  
12 Judgment is not approved by the Court, it shall be of no force or effect and may not be used  
13 by the Plaintiffs or Settling Defendant for any purpose.

14 13.2 Within ten (10) days after receipt of the payment required by section 6.3  
15 (c), CEH shall dismiss, with prejudice, its claims against Settling Defendant in *Center for*  
16 *Environmental Health v. Beaulieu Group, et al.*, Alameda County Superior Court, Case No.  
17 RG 08400091.

18 **14. ENTIRE AGREEMENT**

19 14.1 This Consent Judgment contains the sole and entire agreement and  
20 understanding of the Parties with respect to the entire subject matter hereof, and any and all  
21 prior discussions, negotiations, commitments and understandings related hereto. No  
22 representations, oral or otherwise, express or implied, other than those contained herein  
23 have been made by any Party hereto. No other agreements not specifically referred to  
24 herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

25 **15. RETENTION OF JURISDICTION**

26 15.1 This Court shall retain jurisdiction of this matter to implement and enforce  
27 the Consent Judgment, and to resolve any disputes that may arise as to the implementation  
28 of this Judgment.



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16. EXECUTION IN COUNTERPARTS

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

IT IS SO ORDERED and ADJUDGED:

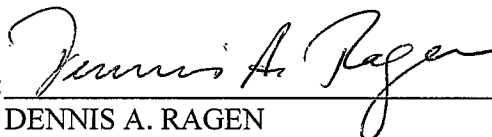
DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

IT IS SO STIPULATED:

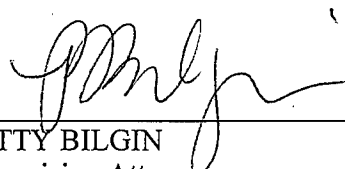
DATED: June 11, 2010

EDMUND G. BROWN, JR.  
Attorney General  
J. MATTHEW RODRIQUEZ  
Chief Assistant Attorney General  
KEN ALEX  
Senior Assistant Attorney General

By:   
\_\_\_\_\_  
DENNIS A. RAGEN  
Deputy Attorney General  
For Plaintiffs People of the State of California

DATED: June 10, 2010

CARMEN A. TRUTANICH  
Los Angeles City Attorney  
ELISE A. RUDEN  
Deputy City Attorney

By:   
\_\_\_\_\_  
PATTY BILGIN  
Supervising Attorney,  
Environmental Justice and Protection Section

DATED: \_\_\_\_\_

DAVID W. PAULSON,  
District Attorney of Solano County

By: \_\_\_\_\_  
CRISELDA B. GONZALEZ  
Deputy District Attorney

1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 The stipulations to this Consent Judgment may be executed in counterparts  
3 and by means of facsimile, which taken together shall be deemed to constitute one  
4 document.

5  
6 IT IS SO ORDERED and ADJUDGED:

7 DATED: \_\_\_\_\_

8 \_\_\_\_\_  
9 JUDGE OF THE SUPERIOR COURT

10 IT IS SO STIPULATED:

11 DATED: \_\_\_\_\_

12 EDMUND G. BROWN, JR.  
13 Attorney General  
14 J. MATTHEW RODRIQUEZ  
15 Chief Assistant Attorney General  
16 KEN ALEX  
17 Senior Assistant Attorney General

18 By: \_\_\_\_\_

19 DENNIS A. RAGEN  
20 Deputy Attorney General  
21 For Plaintiffs People of the State of California

22 DATED: \_\_\_\_\_

23 CARMEN A. TRUTANICH  
24 Los Angeles City Attorney  
25 ELISE A. RUDEN  
26 Deputy City Attorney

27 By: \_\_\_\_\_

28 PATTY BILGIN  
Supervising Attorney,  
Environmental Justice and Protection Section

29 DATED: June 10, 2018

30 DAVID W. PAULSON,  
31 District Attorney of Solano County

32 By: Crisel B. Gonzalez

33 CRISELDA B. GONZALEZ  
34 Deputy District Attorney

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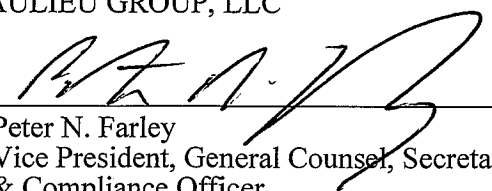
DATED: \_\_\_\_\_

CENTER FOR ENVIRONMENTAL HEALTH

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: May 27, 2010

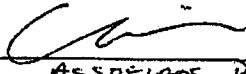
BEAULIEU GROUP, LLC

By:   
Peter N. Farley  
Vice President, General Counsel, Secretary  
& Compliance Officer

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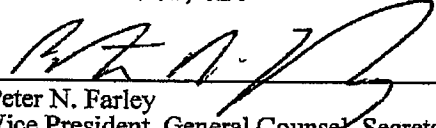
DATED: JUNE 10, 2010

CENTER FOR ENVIRONMENTAL HEALTH

By:   
Its: ASSOCIATE DIRECTOR

DATED: MAY 27, 2010

BEAULIEU GROUP, LLC

By:   
Peter N. Farley  
Vice President, General Counsel, Secretary  
& Compliance Officer

**EXHIBIT A**

**Exhibit A**

**Covered Products**

Beaulieu Products sold into California

Style #	Style Name	Color Name
2171	2171	EBONY
2172	2172	LAWN GREEN
2173	2173	BROWN TAN
2173	2173	GRAY
2173	2173	GREEN BLACK
2173	2173	RED BLACK
2174	2174	MARINA BLUE
2175	2175	EMERALD
2175	2175	IVY
2178	2178	IVY
3711	3711	IVY
3712	3712	LAWN
4951	4951	MARINA BLUE
4952	4952	EBONY
4952	4952	EMERALD
4952	4952	IVY
4953	4953	BROWN TAN
4953	4953	GREEN BLACK
4953	4953	RED BLACK
4954	4954	LAWN
4956	4956	ALMOND
4956	4956	GRAYSTONE
525R	525R	EMERALD
5751	5751	LAWN
5752	5752	EMERALD
5752	5752	IVY
5753	5753	BROWN TAN
5753	5753	MARINA BLUE
5754	5754	ACORN
5754	5754	ALMOND
5754	5754	GRAYSTONE
5755	5755	OAK MOSS
70001	70001	GREEN
7011	7011	EMERALD
7012	7012	IVY
7012	7012	LAWN

1	7012	7012	OLIVE
	7013	7013	COCOA
2	7013	7013	GRAYSTONE
	7013	7013	GREEN BLACK
3	7013	7013	MARINA BLUE
4	2171	2171 BUDGET TURF	EBONY
	2172	2172 BUDGET TURF	LAWN GREEN
5	2173	2173 BUDGET TURF	BROWN TAN
6	2173	2173 BUDGET TURF	GRAY
	2173	2173 BUDGET TURF	GREEN BLACK
7	2173	2173 BUDGET TURF	RED BLACK
8	2174	2174 BUDGET TURF	MARINA BLUE
	2175	2175 BUDGET TURF	EMERALD
9	2175	2175 BUDGET TURF	IVY
10	3711	3711 FIVE YEAR	IVY
	3712	3712 FIVE YEAR	LAWN
11	3713	3713 FIVE YEAR	ALMOND
12	4951	4951 FOUR SEASONS	MARINA BLUE
13	4952	4952 FOUR SEASONS	EBONY
	4952	4952 FOUR SEASONS	EMERALD
14	4952	4952 FOUR SEASONS	IVY
15	4953	4953 FOUR SEASONS	BROWN TAN
	4953	4953 FOUR SEASONS	EMERALD BLACK
16	4953	4953 FOUR SEASONS	GREEN BLACK
	4953	4953 FOUR SEASONS	RED BLACK
17	4954	4954 FOUR SEASONS	LAWN
18	4956	4956 FOUR SEASONS	ALMOND
	4956	4956 FOUR SEASONS	GRAYSTONE
19	525R	525R HOME DEPOT RUGS	EMERALD
20	5751	5751 SHERWOOD	LAWN
21	5752	5752 SHERWOOD	EMERALD
	5752	5752 SHERWOOD	IVY
22	5753	5753 SHERWOOD	BROWN TAN
	5753	5753 SHERWOOD	MARINA BLUE
23	5754	5754 SHERWOOD	ACORN
24	5754	5754 SHERWOOD	ALMOND
	5754	5754 SHERWOOD	GRAYSTONE
25	5755	5755 SHERWOOD	OAK MOSS
26	70001	70001	GREEN
	7011	7011 SAHARA	EMERALD
27	7012	7012 SAHARA	IVY
	7012	7012 SAHARA	LAWN
28	7012	7012 SAHARA	OLIVE

1	7013	7013 SAHARA	COCOA
	7013	7013 SAHARA	DESERT GREEN
2	7013	7013 SAHARA	GRAYSTONE
	7013	7013 SAHARA	GREEN BLACK
3	7013	7013 SAHARA	MARINA BLUE
4	CE495	ABACO	COCOA
	CE495	ABACO	IVORY BROWN
5	CE495	ABACO	JADE
	CE495	ABACO	LAWN
6	CE495	ABACO	ULTRA LAGOON
7	AS182	ALL SEASONS	PALM
8	WM576	ALL SEASONS	IVORY BROWN
9	WM576	ALL SEASONS	OAK MOSS
10	AB217	ARCADIA	BROWN TAN
	AB217	ARCADIA	EBONY
11	AB217	ARCADIA	IVY
	AB217	ARCADIA	LAWN GREEN
12	T545	ARROWHEAD	ALMOND
13	T545	ARROWHEAD	BROWN TAN
14	T545	ARROWHEAD	EBONY
	T545	ARROWHEAD	GREY
15	T545	ARROWHEAD	IVY
16	T545	ARROWHEAD	MARINA
17	108	ARUBA	PALM
	701	AZSHA	GREEN BLACK
18	701	AZSHA	IVY
	CP185	AZTEC	PALM
19	J575	BACKSPIN	ENGLISH IVY
20	217	BASIC TURF	BROWN TAN
	217	BASIC TURF	EBONY
21	217	BASIC TURF	GRAY
	217	BASIC TURF	IVY
22	217	BASIC TURF	LAWN GREEN
23	217	BASIC TURF	MARINA BLUE
	217	BASIC TURF	RED BLACK
24	G7500	BASIC TURF	BROWN TAN
25	G7500	BASIC TURF	EBONY
	G7500	BASIC TURF	GRAY
26	G7500	BASIC TURF	IVY
	G7500	BASIC TURF	LAWN GREEN
27	G7500	BASIC TURF	MARINA BLUE
28	G7500	BASIC TURF	RED BLACK



1	108	BEACH	PALM
	182	BELLE GLADE	PALM
2	701	BERMUDA	IVY
	701	BERMUDA	LAWN GREEN
3	701	BERMUDA	MARINA BLUE
4	BE202	BERMUDA	LAWN
	BS701	BERMUDA	COCOA
5	BS701	BERMUDA	EMERALD
	BS701	BERMUDA	GREEN BLACK
6	BS701	BERMUDA	IVY
	BS701	BERMUDA	LAWN GREEN
7	BS701	BERMUDA	MARINA BLUE
	BS701	BERMUDA	OLIVE
8	T590	BIMINI	CLOVER
	T590	BIMINI	IVY GREEN
9	T590	BIMINI	LAWN GREEN
10	GC902	BLACK FOREST	ACORN
	GC902	BLACK FOREST	ALMOND
11	GC902	BLACK FOREST	GRAYSTONE
	GC902	BLACK FOREST	IVY
12	GC902	BLACK FOREST	MARINA BLUE
13	GC908	BODDINGTON	IVY
14	BO217	BONANZA	EBONY
	BO217	BONANZA	GRAY
15	BO217	BONANZA	IVY
	BO217	BONANZA	MARINA BLUE
16	BO217	BONANZA	RED BLACK
17	ST902	BRAMBLEWOOD	OCEAN SPLASH
	ST902	BRAMBLEWOOD	ROCKY ROAD
18	ST902	BRAMBLEWOOD	STORM WARNING
19	AB575	BRENTON	ACORN
	AB575	BRENTON	ALMOND
20	AB575	BRENTON	BROWN TAN
	AB575	BRENTON	EMERALD
21	AB575	BRENTON	GRAYSTONE
	AB575	BRENTON	IVY
22	AB575	BRENTON	LAWN
	AB575	BRENTON	LAWN GREEN
23	AB575	BRENTON	MARINA BLUE
	AB575	BRENTON	OAK MOSS
24	AB182	BROOKSTONE	PALM
25	C1203	BROOKTON 20	MAUVE MIRAGE
26	217	BUDGET TURF	BROWN TAN

1	217	BUDGET TURF	EBONY
	217	BUDGET TURF	EMERALD
2	217	BUDGET TURF	GRAY
	217	BUDGET TURF	GREEN BLACK
3	217	BUDGET TURF	IVY
	217	BUDGET TURF	LAWN GREEN
4	217	BUDGET TURF	MARINA BLUE
	217	BUDGET TURF	RED BLACK
5	496	CALYPSO	ALMOND
	496	CALYPSO	ALMOND
6	496	CALYPSO	BROWN TAN
	496	CALYPSO	BROWN TAN
7	496	CALYPSO	EBONY
	496	CALYPSO	EBONY
8	496	CALYPSO	EMERALD
	496	CALYPSO	GRAYSTONE
9	496	CALYPSO	IVY
	496	CALYPSO	IVY
10	496	CALYPSO	LAWN GREEN
	496	CALYPSO	LAWN GREEN
11	496	CALYPSO	MARINA BLUE
	496	CALYPSO	MARINA BLUE
12	496	CALYPSO	RED BLACK
13	AB185	CAMPUS	PALM
14	T454	CANYON	DEEP CLOVER
	T454	CANYON	LAWN
15	T454	CANYON	MINT
	T454	CANYON	PEWTER
16	T454	CANYON	SHOCKING BLUE
	T454	CANYON	TOFFEE
17	06885	CAPE COD	COCOA
	06885	CAPE COD	EMERALD
18	06885	CAPE COD	GRAYSTONE
	06885	CAPE COD	GREEN BLACK
19	06885	CAPE COD	IVY
	06885	CAPE COD	LAWN GREEN
20	06885	CAPE COD	MARINA BLUE
21	1560	CASCADE	GREEN
22	CE495	CELEBRATION	ALMOND
	CE495	CELEBRATION	ALMOND
23	CE495	CELEBRATION	BROWN TAN
	CE495	CELEBRATION	BROWN TAN
24	CE495	CELEBRATION	EBONY

1	CE495	CELEBRATION	EBONY
	CE495	CELEBRATION	EMERALD
2	CE495	CELEBRATION	EMERALD
	CE495	CELEBRATION	GRAYSTONE
3	CE495	CELEBRATION	GRAYSTONE
	CE495	CELEBRATION	GREEN BLACK
4	CE495	CELEBRATION	IVY
	CE495	CELEBRATION	IVY
5	CE495	CELEBRATION	LAWN GREEN
	CE495	CELEBRATION	MARINA BLUE
6	CP701	CHECKPOINT	COCOA
	CP701	CHECKPOINT	EMERALD
7	CP701	CHECKPOINT	LAWN GREEN
	CP701	CHECKPOINT	MARINA BLUE
8	W575J	COASTAL BAY	ALMOND
	W575J	COASTAL BAY	BROWN TAN
9	W575J	COASTAL BAY	EMERALD
	W575J	COASTAL BAY	IVY
10	575	CONTINENTAL TURF	EMERALD
	575	CONTINENTAL TURF	GRAYSTONE
11	PR720	CORTEZ	ROLLING MEADOWS
12	AB371	CROSSWEAVE	IVY
	AB371	CROSSWEAVE	LAWN
13	FG575	CRUSHBUSTER	ALMOND
	FG575	CRUSHBUSTER	BROWN TAN
14	FG575	CRUSHBUSTER	IVY
15	FG108	DELIGHT	PALM
16	CM913	DIVOTS	BUNKER GREEN
	CM913	DIVOTS	DEEP JUNGLE
17	CM913	DIVOTS	DEEP LAGOON
	CM913	DIVOTS	INTREPID
18	CM913	DIVOTS	IVY HALLS
19	180	DIXIE	PALM
20	T543	DOMINION	LAWN GREEN
21	CP180	DOMINO	PALM
22	ST906	DORNHELM	ROLLING MEADOWS
23	GC906	DORNOCH	PALM
24	CM310	DRIVING RANGE	SPINACH SOUFFLE
25	AB701	DUBLIN	COCOA
	AB701	DUBLIN	EMERALD
26	AB701	DUBLIN	GRAYSTONE
	AB701	DUBLIN	GREEN BLACK
27	AB701	DUBLIN	IVY
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1	AB701	DUBLIN	LAWN GREEN
	AB701	DUBLIN	MARINA BLUE
2	203	ECONO TURF	LAWN
3	AB495	EMERALD COVE	ALMOND
	AB495	EMERALD COVE	BROWN TAN
4	AB495	EMERALD COVE	GRAYSTONE
	AB495	EMERALD COVE	IVY
5	T38	ENTERTAINER	CLOVER
6	T38	ENTERTAINER	COCOA
	T38	ENTERTAINER	IVORY BROWN
7	T38	ENTERTAINER	IVY GREEN
	T38	ENTERTAINER	SILVER BLACK
8	QT38	ENTERTAINER QUICKSHIP	CLOVER
9	CP575	EXETER	ACORN
10	CP575	EXETER	ALMOND
	CP575	EXETER	BROWN TAN
11	CP575	EXETER	EMERALD
12	CP575	EXETER	GRAYSTONE
	CP575	EXETER	IVY
13	CP575	EXETER	LAWN GREEN
	FA108	FAIRWAY	PALM
14	JF108	FAIRWAY	PALM
15	PR719	FAIRWAY	ROLLING MEADOWS
	SO108	FERVON	PALM
16	FE202	FESQUE	LAWN
17	575	FIRST DOWN	ACORN
	575	FIRST DOWN	ALMOND
18	575	FIRST DOWN	BROWN TAN
	575	FIRST DOWN	GRAYSTONE
19	575	FIRST DOWN	IVY
20	575	FIRST DOWN	MARINA BLUE
21	AP15	FIVE STAR	IVY GREEN
	AP15	FIVE STAR	LAWN GREEN
22	371	FIVE YEAR	IVY
	371	FIVE YEAR	IVY
23	371	FIVE YEAR	LAWN
	371	FIVE YEAR	LAWN
24	371	FORTUNE FIVE	LAWN
25	495	FOUR SEASONS	ALMOND
26	495	FOUR SEASONS	BROWN TAN
	495	FOUR SEASONS	EARTH
27	495	FOUR SEASONS	EBONY
28	495	FOUR SEASONS	ELK

1	495	FOUR SEASONS	EMERALD
	495	FOUR SEASONS	EMERALD
2	495	FOUR SEASONS	EMERALD BLACK
	495	FOUR SEASONS	GRAYSTONE
3	495	FOUR SEASONS	GREEN BLACK
	495	FOUR SEASONS	IVY
4	495	FOUR SEASONS	LAWN
	495	FOUR SEASONS	LAWN GREEN
5	495	FOUR SEASONS	MARINA BLUE
	495	FOUR SEASONS	OAK MOSS
6	495	FOUR SEASONS	RED BLACK
	495	FOUR SEASONS	ROYAL BLUE
7	495	FOUR SEASONS	ROYAL BLUE
	495	FOUR WINDS	ALMOND
8	495	FOUR WINDS	BROWN TAN
	495	FOUR WINDS	EMERALD
9	495	FOUR WINDS	GRAYSTONE
	495	FOUR WINDS	IVY
10	495	FOUR WINDS	LAWN GREEN
	495	FOUR WINDS	MARINA BLUE
11	495	FOUR WINDS	MARINA BLUE
	496	FOUR WINDS	ALMOND
12	496	FOUR WINDS	BROWN TAN
	496	FOUR WINDS	EMERALD
13	496	FOUR WINDS	IVY
	496	FOUR WINDS	MARINA BLUE
14	496	FOUR WINDS	MARINA BLUE
	G7503	FOUR WINDS	ALMOND
15	G7503	FOUR WINDS	BROWN TAN
	G7503	FOUR WINDS	EMERALD
16	G7503	FOUR WINDS	GRAYSTONE
	G7503	FOUR WINDS	IVY
17	G7503	FOUR WINDS	LAWN GREEN
	G7503	FOUR WINDS	MARINA BLUE
18	G7503	FOUR WINDS	MARINA BLUE
	104	FREEPORT	IVY
19	104	FREEPORT	LAWN
	SO525	FRONTIER	IVY
20	SO525	FRONTIER	LAWN
	6525	GARDEN LATTICE	EMERALD
21	6525	GARDEN LATTICE	EMERALD
	CM787	GENEVA ON THE LAKE	CANDOR
22	CM787	GENEVA ON THE LAKE	CEDAR
	CM787	GENEVA ON THE LAKE	CONFEDERATE
23	CM787	GENEVA ON THE LAKE	RICH HONEY
	CM787	GENEVA ON THE LAKE	SHEARED GRASS
24	CM787	GENEVA ON THE LAKE	SUMMER TAN
	T315	GONANDO	EBONY
25	T315	GONANDO	EBONY

1	T315	GONANDO	FORREST BROWN
	T315	GONANDO	GRAY MIST
2	T315	GONANDO	MARINA BLUE
	T315	GONANDO	RED BLACK
3	GR371	GRADUATE	IVY
4	GR371	GRADUATE	LAWN
	GM495	GRAND MESA	ALMOND
5	GM495	GRAND MESA	BROWN TAN
	GM495	GRAND MESA	EBONY
6	GM495	GRAND MESA	EMERALD
7	GM495	GRAND MESA	GRAYSTONE
	GM495	GRAND MESA	IVY
8	GM495	GRAND MESA	LAWN
	GM495	GRAND MESA	MARINA BLUE
9	GM495	GRAND MESA	MARINA BLUE
	525	GRASS ROOTS	IVY
10	525	GRASS ROOTS	LAWN
	G525	GRASS ROOTS	IVY GREEN
11	G525	GRASS ROOTS	LAWN GREEN
12	6665	GREAT GRASS	PALM/NSP
	202	GREEN GRASS	IVY
13	202	GREEN GRASS	LAWN
	T86	GREEN GRASS	LAWN GREEN
14	T86	GREEN GRASS	LAWN GREEN
	1427	GREEN STUFF	IVY
15	1427	GREEN STUFF	IVY
	T890	GREENBRIER	IVY GREEN
16	T890	GREENBRIER	IVY GREEN
	T891	GREENBRIER	IVY GREEN
17	T891	GREENBRIER	LAWN GREEN
	1427	GREENSTUFF HA	GREEN
18	1427	GREENSTUFF HA	GREEN
	ST908	GUINNESS	ROLLING MEADOWS
19	ST908	GUINNESS	ROLLING MEADOWS
	525	HABITAT GRASS ROOTS	LAWN
20	525	HABITAT GRASS ROOTS	LAWN
	525	HOLLYWOOD	IVY
21	525	HOLLYWOOD	LAWN GREEN
	W217J	HUDSON	BROWN TAN
22	W217J	HUDSON	IVY
	W217J	HUDSON	LAWN GREEN
23	W217J	HUDSON	MARINA
	180	HYATT 180	PALM
24	180	HYATT 180	PALM
	575	ISLE OF PALMS	ALMOND
25	575	ISLE OF PALMS	BROWN TAN
	575	ISLE OF PALMS	EMERALD
26	575	ISLE OF PALMS	GRAYSTONE
	575	ISLE OF PALMS	IVY
27	575	ISLE OF PALMS	LAWN GREEN
	575	ISLE OF PALMS	MARINA BLUE
28	575	ISLE OF PALMS	MARINA BLUE

1	G7510	ISLE OF PALMS	ALMOND
	G7510	ISLE OF PALMS	BROWN TAN
2	G7510	ISLE OF PALMS	EMERALD
	G7510	ISLE OF PALMS	GRAYSTONE
3	G7510	ISLE OF PALMS	IVY
	G7510	ISLE OF PALMS	LAWN GREEN
4	G7510	ISLE OF PALMS	MARINA BLUE
	G7510	ISLE OF PALMS	OAK MOSS
5	JF108	JF108	PALM
6	JF108	JF108	PALM/NSP
7	371	JUPITER 371	IVY
	CP371	KODIAK	IVY
8	CP371	KODIAK	LAWN
	495	LAGUNA	LAWN GREEN
9	495	LAGUNA	MARINA BLUE
10	108	LAUREL SPRINGS	PALM GREEN
	G7507	LAUREL SPRINGS	PALM
11	06876	LAWNDALE	ACORN
12	06876	LAWNDALE	ALMOND
	06876	LAWNDALE	BROWN TAN
13	06876	LAWNDALE	EMERALD
14	06876	LAWNDALE	GRAYSTONE
	06876	LAWNDALE	GREYSTONE
15	06876	LAWNDALE	IVY
16	06876	LAWNDALE	LAWN GREEN
	06876	LAWNDALE	MARINA BLUE
17	G331	LAZY TURF	COCOA
18	G331	LAZY TURF	RED BLACK
	G331	LAZY TURF	SILVER BLACK
19	G331	LAZY TURF	ULTRA LAGOON
20	T472	LUCKY	SHAMROCK
	CD701	MAIN STREAM	GREEN BLACK
21	T590	MAIN STREAM	CLOVER
22	T590	MAIN STREAM	IVY GREEN
	T590	MAIN STREAM	LAWN GREEN
23	T590	MAINSTREAM	ALMOND
24	T590	MAINSTREAM	CLOVER
	T590	MAINSTREAM	IVY
25	T590	MAINSTREAM	IVY GREEN
	T590	MAINSTREAM	LAWN GREEN
26	T590	MAINSTREAM	MARINA BLUE
27	701	MAJAVE	COCOA
28	701	MAJAVE	EMERALD

1	701	MAJAVE	GRAYSTONE
	701	MAJAVE	GREEN BLACK
2	701	MAJAVE	IVY
	701	MAJAVE	LAWN GREEN
3	701	MAJAVE	MARINA BLUE
4	6584	MARCO	GREEN
	185	MARTINIQUE	PALM
5	SP575	MARTINIQUE	COCOA
	SP575	MARTINIQUE	IVORY BROWN
6	SP575	MARTINIQUE	JADE
	SP575	MARTINIQUE	LAWN
7	SP575	MARTINIQUE	ULTRA LAGOON
8	J182	MATCH PLAY	PALM GREEN
9	182	MEDINAH	PALM
	G7506	MEDINAH	PALM
10	575	MIAMI BEACH	ALMOND
	575	MIAMI BEACH	EMERALD
11	575	MIAMI BEACH	GRAYSTONE
	575	MIAMI BEACH	IVY
12	575	MIAMI BEACH	LAWN GREEN
	575	MIAMI BEACH	MARINA BLUE
13	701	MOHAVE	COCOA
	701	MOHAVE	GRAYSTONE
14	701	MOHAVE	IVY
15	G7516	MOJAVE	COCOA
	G7516	MOJAVE	EMERALD
16	G7516	MOJAVE	GREEN BLACK
	G7516	MOJAVE	IVY
17	G7516	MOJAVE	LAWN GREEN
	G7516	MOJAVE	MARINA BLUE
18	G7516	MOJAVE	OAK MOSS
19	701	MONACO	COCOA
	MO701	MONACO	COCOA
20	MO701	MONACO	COCOA
	MO701	MONACO	DESERT GREEN
21	MO701	MONACO	EMERALD
	MO701	MONACO	EMERALD
22	MO701	MONACO	GRAYSTONE
	MO701	MONACO	GREEN BLACK
23	MO701	MONACO	IVY
	MO701	MONACO	IVY
24	MO701	MONACO	LAWN
	MO701	MONACO	LAWN GREEN
25	MO701	MONACO	LAWN GREEN
26	MO701	MONACO	LAWN GREEN
27	MO701	MONACO	LAWN GREEN
28	MO701	MONACO	LAWN GREEN



1	MO701	MONACO	MARINA BLUE
	MO701	MONACO	MARINA BLUE
2	MO701	MONACO	OLIVE GREEN
	W701J	MONACO	COCOA
3	W701J	MONACO	GREEN BLACK
	W701J	MONACO	IVY
4	W701J	MONACO	OLIVE
5	MR575	MOUNT ROYAL	ACORN
	MR575	MOUNT ROYAL	ALMOND
6	MR575	MOUNT ROYAL	BROWN TAN
	MR575	MOUNT ROYAL	EMERALD
7	MR575	MOUNT ROYAL	GRAYSTONE
	MR575	MOUNT ROYAL	IVY
8	MR575	MOUNT ROYAL	LAWN
	MR575	MOUNT ROYAL	MARINA BLUE
9	MR575	MT ROYAL	ACORN
10	MR575	MT ROYAL	ALMOND
	MR575	MT ROYAL	BROWN TAN
11	MR575	MT ROYAL	EMERALD
	MR575	MT ROYAL	GRAYSTONE
12	MR575	MT ROYAL	IVY
	MR575	MT ROYAL	LAWN GREEN
13	MR575	MT ROYAL	MARINA BLUE
14	C495	NEW COLOR LAWN	BROWN TAN
	C495	NEW COLOR LAWN	EBONY
15	C495	NEW COLOR LAWN	GRAYSTONE
	C495	NEW COLOR LAWN	GREEN BLACK
16	C495	NEW COLOR LAWN	MARINA BLUE
17	W371	NEW FAIRWAY	IVY
	W371	NEW FAIRWAY	LAWN
18	BS202	NEW MEADOW	LAWN
19	T575	NEW TEXTURE TURF	ACORN
	T575	NEW TEXTURE TURF	ALMOND
20	T575	NEW TEXTURE TURF	BROWN TAN
	T575	NEW TEXTURE TURF	EMERALD
21	T575	NEW TEXTURE TURF	GRAYSTONE
	T575	NEW TEXTURE TURF	IVY
22	T575	NEW TEXTURE TURF	OAK MOSS
23	701	OCEAN RIDGE	COCOA
	701	OCEAN RIDGE	DESERT GREEN
24	701	OCEAN RIDGE	GREEN BLACK
	701	OCEAN RIDGE	IVY
25	701	OCEAN RIDGE	LAWN

1	701	OCEAN RIDGE	MARINA BLUE
	CP049	OCEANA	IVY
2	OR575	ORIENT	ALMOND
	OR575	ORIENT	EMERALD
3	OR575	ORIENT	GRAYSTONE
4	575	OUTSTANDING	ACORN
	575	OUTSTANDING	ALMOND
5	575	OUTSTANDING	BROWN TAN
6	575	OUTSTANDING	EMERALD
	575	OUTSTANDING	GRAYSTONE
7	575	OUTSTANDING	IVY
8	575	OUTSTANDING	LAWN
	575	OUTSTANDING	MARINA BLUE
9	PR725	PACIFIC	BRONZE DELIGHT
	PR725	PACIFIC	COCOA CREAM
10	PR725	PACIFIC	FOREST
11	PR725	PACIFIC	OCEAN SPLASH
	PR725	PACIFIC	ROCKY ROAD
12	PR725	PACIFIC	ROLLING MEADOWS
13	PR725	PACIFIC	STORM WARNING
14	PA575	PALMETTO	ALMOND
	PA575	PALMETTO	BROWN TAN
15	PA575	PALMETTO	EMERALD
	PA575	PALMETTO	GRANITE
16	PA575	PALMETTO	IVORY BROWN
17	371	PARADISE	LAWN GREEN
	FS525	PARKVEIW	LAWN
18	FS525	PARKVIEW	IVY GREEN
19	KS575	PEBBLE BEACH	ALMOND
	KS575	PEBBLE BEACH	BROWN TAN
20	KS575	PEBBLE BEACH	IVY
21	J180	PIN HIGH	PALM GREEN
	BS495	PLAY TURF	ALMOND
22	BS495	PLAY TURF	BROWN TAN
	BS495	PLAY TURF	EBONY
23	BS495	PLAY TURF	GRAYSTONE
24	BS495	PLAY TURF	IVY
	BS495	PLAY TURF	LAWN GREEN
25	BS495	PLAY TURF	MARINA BLUE
26	MVC19	PRAIRIE MEADOWS 33	PALM
	MVC18	PRAIRIE MEADOWS 42	PALM
27	G402	PROMO	LAWN GREEN
28	T74	PROMO GREEN	LAWN GREEN

1	FWE22	PROSPERITY	PALM
	AB180	PROVENCE	PALM
2	108	PUTTING GREEN	PALM
	108	PUTTING GREEN	SAWGRASS
3	FA108	PUTTING GREEN	PALM
4	P108	PUTTING GREEN	PALM
	R3711	R3711 FIVE YEAR	IVY
5	R3713	R3713 FIVE YEAR	ALMOND
6	R4951	R4951 FOUR SEASONS	MARINA BLUE
	R4952	R4952 FOUR SEASONS	EBONY
7	R4952	R4952 FOUR SEASONS	EMERALD
	R4952	R4952 FOUR SEASONS	IVY
8	R4953	R4953 FOUR SEASONS	BROWN TAN
9	R4954	R4954 FOUR SEASONS	LAWN
	R4956	R4956 FOUR SEASONS	ALMOND
10	R4956	R4956 FOUR SEASONS	GRAYSTONE
	R4957	R4957 FESQUE	IVY (HD)
11	R5633	R5633 GARDEN LATTICE	EMERALD
12	R5752	R5752 SHERWOOD	EMERALD
13	R5752	R5752 SHERWOOD	IVY
	R5753	R5753 SHERWOOD	BROWN TAN
14	R5754	R5754 SHERWOOD	ALMOND
15	R5754	R5754 SHERWOOD	GRAYSTONE
	R5755	R5755 SHERWOOD	OAK MOSS
16	R7011	R7011 SAHARA	EMERALD
17	R7012	R7012 SAHARA	OLIVE
	R7013	R7013 SAHARA	COCOA
18	R7013	R7013 SAHARA	GRAYSTONE
	R7013	R7013 SAHARA	GREEN BLACK
19	RE180	REGENCY	PALM
20	SO180	REGENCY	PALM
	MN371	REUNION	IVY
21	PR721	RIP TIDE	ROLLING MEADOWS
22	MVC22	RIVER DOWNS 20	PALM
	MVC21	RIVER DOWNS 33	PALM
23	LM555	ROCKVILLE	IVY
24	LM555	ROCKVILLE	LAWN
	ST904	ROYAL LYTHAM	ROLLING MEADOWS
25	GC904	ROYAL TROON	PALM
	T19	SAFARI	BLACK
26	T19	SAFARI	COCOA
27	T19	SAFARI	FOREST
28	T19	SAFARI	GREEN BLACK

1	T19	SAFARI	LAWN GREEN
	T19	SAFARI	RED BLACK
2	T19	SAFARI	SILVER BLACK
	T19	SAFARI	ULTRA LAGOON
3	701	SAHARA	COCOA
4	701	SAHARA	DESERT GREEN
	701	SAHARA	EMERALD
5	701	SAHARA	GRAYSTONE
6	701	SAHARA	GREEN BLACK
	701	SAHARA	IVY
7	701	SAHARA	IVY/NSP
8	701	SAHARA	LAWN
	701	SAHARA	MARINA BLUE
9	701	SAHARA	OLIVE
10	701	SAHARA	PALEMETTO
	701	SAHARA	PINEHURST
11	7012	SAHARA	IVY
12	7013	SAHARA	COCOA
	7013	SAHARA	GREEN BLACK
13	7013	SAHARA	MARINA BLUE
14	00701	SAVANNAH	EMERALD
	00701	SAVANNAH	GRAYSTONE
15	00701	SAVANNAH	GREEN BLACK
	275	SAW GRASS 24	PALM
16	SO495	SEAWORTHY	ALMOND
17	SO495	SEAWORTHY	BROWN TAN
	SO495	SEAWORTHY	EBONY
18	SO495	SEAWORTHY	EMERALD
19	SO495	SEAWORTHY	GRAYSTONE
20	SO495	SEAWORTHY	GREEN BLACK
	SO495	SEAWORTHY	IVY
21	SO495	SEAWORTHY	LAWN GREEN
	SO495	SEAWORTHY	MARINA BLUE
22	MN701	SEBRING	COCOA
23	MN701	SEBRING	GRAYSTONE
	MN701	SEBRING	GREEN BLACK
24	MN701	SEBRING	IVY
	MN701	SEBRING	OLIVE GREEN
25	6510	SEDONA	PALM
26	FWE21	SENIORITY	PALM
	FWE18	SENSIBILITY	ACORN
27	FWE18	SENSIBILITY	ALMOND
28	FWE18	SENSIBILITY	BROWN TAN

1	FWE18	SENSIBILITY	EMERALD
	FWE18	SENSIBILITY	GRAYSTONE
2	FWE18	SENSIBILITY	IVY
	FWE18	SENSIBILITY	LAWN
3	FWE18	SENSIBILITY	MARINA BLUE
4	185	SEVEN YEAR	PALM GREEN
	575	SHERWOOD	ACORN
5	575	SHERWOOD	ACORN
	575	SHERWOOD	ALMOND
6	575	SHERWOOD	BROWN TAN
	575	SHERWOOD	EMERALD
7	575	SHERWOOD	FAIRWAY
8	575	SHERWOOD	GRAYSTONE
	575	SHERWOOD	IVY
9	575	SHERWOOD	LAWN
10	575	SHERWOOD	LAWN GREEN
	575	SHERWOOD	MARINA BLUE
11	575	SHERWOOD	OAK MOSS
12	575	SHERWOOD	ROYAL BLUE
	575	SHERWOOD	SANDBAR
13	575	SHERWOOD	SLATE
14	6509	SHOGUN	PALM
15	185	SPARTAN	PALM
	SP575	SPECIAL SHERWOOD	EMERALD
16	FWE19	SPECTACLE	COCOA
	FWE19	SPECTACLE	GRAYSTONE
17	FWE19	SPECTACLE	GREEN BLACK
	FWE19	SPECTACLE	IVY
18	575	SPECTRA TURF	ALMOND
19	575	SPECTRA TURF	BROWN TAN
	575	SPECTRA TURF	GRAYSTONE
20	575	SPECTRA TURF	IVY
	575	SPECTRA TURF	LAWN GREEN
21	182	SPIKE TURF	PALM
22	SO182	SPIKE TURF	PALM
23	BS575	SPRING TERRACE	ALMOND
	BS575	SPRING TERRACE	BROWN TAN
24	BS575	SPRING TERRACE	EMERALD
	BS575	SPRING TERRACE	GRAYSTONE
25	BS575	SPRING TERRACE	IVY
	BS575	SPRING TERRACE	MARINA BLUE
26	495	SPRING TIME	ALMOND
27	495	SPRING TIME	BROWN TAN
28			

1	495	SPRING TIME	EMERALD
	495	SPRING TIME	GRAYSTONE
2	495	SPRING TIME	IVY
	495	SPRING TIME	LAWN GREEN
3	495	SPRING TIME	MARINA BLUE
	575	SPRINGTIME	ACORN
4	575	SPRINGTIME	ACORN
	575	SPRINGTIME	ALMOND
5	575	SPRINGTIME	ALMOND
	575	SPRINGTIME	BROWN TAN
6	575	SPRINGTIME	BROWN TAN
	575	SPRINGTIME	EMERALD
7	575	SPRINGTIME	EMERALD
	575	SPRINGTIME	GRAYSTONE
8	575	SPRINGTIME	GRAYSTONE
	575	SPRINGTIME	IVY
9	575	SPRINGTIME	IVY
	575	SPRINGTIME	LAWN GREEN
10	575	SPRINGTIME	LAWN GREEN
	575	SPRINGTIME	MARINA BLUE
11	575	SPRINGTIME	MARINA BLUE
	575	SPRINGTIME	OAK MOSS
12	576	SPRINGTIME	ACORN
	576	SPRINGTIME	ACORN
13	576	SPRINGTIME	ACORN
	576	SPRINGTIME	ALMOND
14	576	SPRINGTIME	ALMOND
	576	SPRINGTIME	ALMOND
15	576	SPRINGTIME	BROWN TAN
	576	SPRINGTIME	BROWN TAN
16	576	SPRINGTIME	BROWN TAN
	576	SPRINGTIME	EMERALD
17	576	SPRINGTIME	EMERALD
	576	SPRINGTIME	EMERALD
18	576	SPRINGTIME	GRANITE
	576	SPRINGTIME	GRAYSTONE
19	576	SPRINGTIME	GRAYSTONE
	576	SPRINGTIME	GRAYSTONE
20	576	SPRINGTIME	IVY
	576	SPRINGTIME	IVY
21	576	SPRINGTIME	IVY
	576	SPRINGTIME	IVY GREEN
22	576	SPRINGTIME	LAWN
23	576	SPRINGTIME	LAWN
24	576	SPRINGTIME	LAWN
25	576	SPRINGTIME	LAWN
26	576	SPRINGTIME	LAWN
27	576	SPRINGTIME	LAWN
28	576	SPRINGTIME	LAWN

1	576	SPRINGTIME	LAWN GREEN
	576	SPRINGTIME	LAWN GREEN
2	576	SPRINGTIME	LAWN GREEN
	576	SPRINGTIME	MARINA BLUE
3	576	SPRINGTIME	MARINA BLUE
	576	SPRINGTIME	MARINA BLUE
4	576	SPRINGTIME	OAK MOSS
	576	SPRINGTIME	OAK MOSS
5	T469	STAR	BARK
	T469	STAR	BEACH BLUE
6	T469	STAR	BLACK
	T469	STAR	IVY
7	T469	STAR	PEWTER
	T469	STAR	PEWTER MIST
8	T469	STAR	SHAMROCK
	T469	STAR	SHAMROCK
9	W495J	SUMMER COVE	MARINA BLUE
	PR726	SURE SHOT	PLANTATION
10	PR726	SURE SHOT	ROLLING MEADOWS
	575	TAMPA	ACORN
11	575	TAMPA	ALMOND
	575	TAMPA	BROWN TAN
12	575	TAMPA	GRAYSTONE
	575	TAMPA	IVY
13	575	TAMPA	OAK MOSS
	495	TAMPA BAY	ALMOND
14	495	TAMPA BAY	EBONY
	495	TAMPA BAY	EMERALD
15	495	TAMPA BAY	GRAYSTONE
	495	TAMPA BAY	IVY
16	495	TAMPA BAY	LAWN GREEN
	T61	TANGO TWEEDS	BLACK
17	T61	TANGO TWEEDS	COCOA
	T61	TANGO TWEEDS	IVORY BROWN
18	T61	TANGO TWEEDS	IVY GREEN
	T61	TANGO TWEEDS	SILVER BLACK
19	T61	TANGO TWEEDS	ULTRA LAGOON
	ST907	TEE BOX	ROLLING MEADOWS
20	CP108	TEE TIME	PALM
	J701	TEE TIMES	BLUE
21	J701	TEE TIMES	ENGLISH IVY
	J701	TEE TIMES	GRAYSTONE
22	J701	TEE TIMES	GREEN BLACK
	J701	TEE TIMES	LAWN

1	J701	TEE TIMES	TAN TWEED
	F596	TOP CHOICE	COCOA
2	F596	TOP CHOICE	IVY GREEN
	F596	TOP CHOICE	LAWN GREEN
3	SO575	TOP CHOICE	ACORN
4	SO575	TOP CHOICE	ALMOND
	SO575	TOP CHOICE	BROWN TAN
5	SO575	TOP CHOICE	EMERALD
6	SO575	TOP CHOICE	GRAYSTONE
	SO575	TOP CHOICE	IVY
7	SO575	TOP CHOICE	LAWN GREEN
8	SO575	TOP CHOICE	MARINA BLUE
	SO575	TOP CHOICE	OAK MOSS
9	TO495	TOP SAIL	ALMOND
	TO495	TOP SAIL	EMERALD
10	TO495	TOP SAIL	IVY
11	SO371	TRELLIS	IVY
	SO371	TRELLIS	LAWN GREEN
12	OL504	TROPICANA	FIRETHORN
13	OL504	TROPICANA	FOLIAGE
	OL504	TROPICANA	NIGHT SKY
14	OL504	TROPICANA	SANDY SHORES
15	OL504	TROPICANA	THUNDER STORM
	OL504	TROPICANA	TROPICAL WATERS
16	10760	TURF	GREEN LAWN
17	701	TURF COLLECTION	COCOA
	701	TURF COLLECTION	EMERALD
18	701	TURF COLLECTION	GREEN BLACK
	701	TURF COLLECTION	IVY
19	701	TURF COLLECTION	LAWN GREEN
20	701	TURF COLLECTION	MARINA BLUE
21	575	TURFMASTER	ACORN
	575	TURFMASTER	BROWN TAN
22	575	TURFMASTER	GRAYSTONE
	575	TURFMASTER	IVY
23	T59	TWISTER	LAWN GREEN
24	G7524	ULTIMA	PALM
	FWE20	ULTIMATE	PALM
25	SO701	ULTRA TURF	COCOA
26	SO701	ULTRA TURF	DESERT GREEN
	SO701	ULTRA TURF	EMERALD
27	SO701	ULTRA TURF	GREEN BLACK
28	SO701	ULTRA TURF	IVY



1	SO701	ULTRA TURF	LAWN GREEN
	SO701	ULTRA TURF	MARINA BLUE
2	SO701	ULTRA TURF	OLIVE
3	180	ULTRA TURF II	PALM
	180	ULTRA TURF II	PALM/NSP
4	180	ULTRA TURF II	WIMBLETON
5	217	VALUE TURF	BROWN TAN
	217	VALUE TURF	EBONY
6	217	VALUE TURF	EMERALD
	217	VALUE TURF	GRAY
7	217	VALUE TURF	GREEN BLACK
8	217	VALUE TURF	IVY
	217	VALUE TURF	MARINA
9	217	VALUE TURF	RED BLACK
10	218	VALUE TURF	GRAY
	T27	VANTAGE	ALMOND
11	T27	VANTAGE	IVY GREEN
	UT27	VANTAGE	IVY GREEN
12	QT27	VANTAGE QUICK SHIP	IVY GREEN
13	AB108	VENETIAN	PALM
14	OL505	VERA CRUZ	BERMUDA
	OL505	VERA CRUZ	EMERALD COVE
15	OL505	VERA CRUZ	RAIN CLOUD
	OL505	VERA CRUZ	ROCKY CLIFF
16	CD575	VERO BEACH	MOSS
17	06883	VICTORIA FALLS	ALMOND
	06883	VICTORIA FALLS	BROWN TAN
18	06883	VICTORIA FALLS	EBONY
	06883	VICTORIA FALLS	EMERALD
19	06883	VICTORIA FALLS	EMERALD BLACK
20	06883	VICTORIA FALLS	GRAYSTONE
	06883	VICTORIA FALLS	GREEN BLACK
21	06883	VICTORIA FALLS	IVY
22	06883	VICTORIA FALLS	LAWN GREEN
	06883	VICTORIA FALLS	MARINA BLUE
23	J185	WATER WORLD	PALM GREEN
24	701	WEST PALM	COCOA
	701	WEST PALM	EMERALD
25	701	WEST PALM	GRAYSTONE
	701	WEST PALM	IVY
26	701	WEST PALM	LAWN GREEN
27	701	WEST PALM	MARINA BLUE
28	PR722	WHITE SQUALL	ROLLING MEADOWS

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GC905	WHITMORE	PALM
T471	WILLOW BAY	TROPICAL GREEN
06723	WINDSOR PARK	EMERALD
YOUR	YOUR LANDSCAPE	SURFACE

**EXHIBIT B**

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**Exhibit B**

**Testing Protocol for Use in Determining Lead Levels**

1. Testing Protocol for Use in Determining Available Lead in Wipe Samples.

Each wipe will be prepared for analysis by acid digestion in accordance with EPA Method 3050B. The digestate will be analyzed using ICP spectrometry in accordance with EPA Method 6010c or alternatively EPA Method 6020A.

2. Testing of Turf:

If turf is tested pursuant to Section 3.1 of this judgment, sample preparation and analysis will be in accordance with EPA Method 3050B. The digestate will be analyzed using ICP spectrometry in accordance with EPA Method 6010c or alternatively EPA Method 6020A.

**EXHIBIT C**

Exhibit C

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Language for Website Warning:

CALIFORNIA PROPOSITION 65 WARNING – Some artificial turf products sold before 2009 contain lead, which is a chemical known to the state of California to cause cancer and reproductive harm. For more information, and for information about a program for testing turf products at schools, day care centers and public fields, please check the following cites: [insert link to CEH Website and to any Site established by the Public Health Trust or its designees.]

**EXHIBIT D**

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**Exhibit D**

**Lead Transfer Testing**

Lead Transfer Testing shall be conducted as follows:

**Materials**

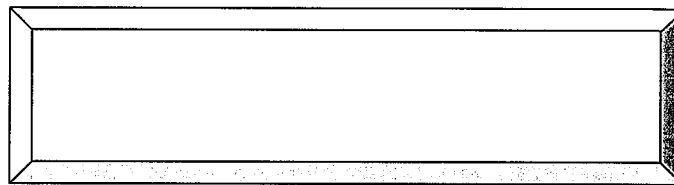
The materials used for sampling shall be lead free

**1. Wipes**

Premoistened GhostWipes™ 15x15 cm

**2. Delineations of area to be sampled**

A cleanable template composed of thin plastic or metal, with inner dimensions of the 10x50 cm rectangular area to be wiped.



Alternatively, masking tape and measuring tape will be used to delineate the 10x50 rectangular area to be wiped. The distance between the perimeter of the inner and outer rectangles of the template or masking tape should be at least 5 cm.

**4. Gloves**

Disposable; plastic or rubber.

**5. Sealable plastic bags, marker pen**

**Sampling Locations**

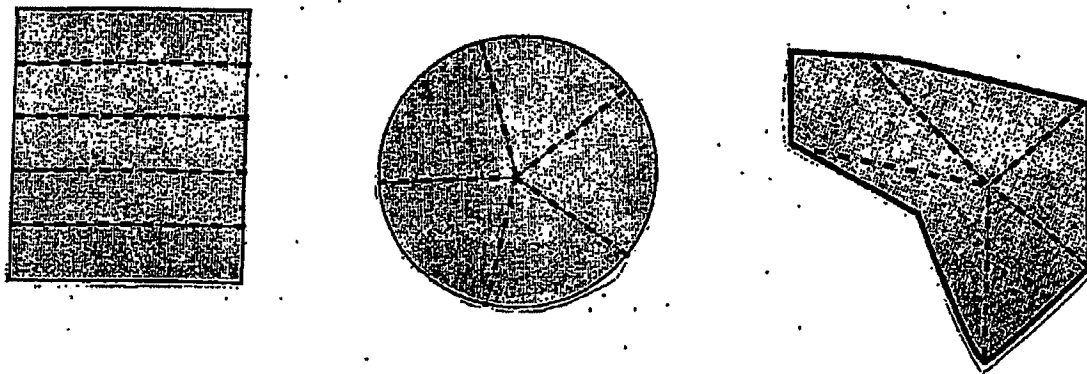
Divide the total artificial turf area into 5 contiguous sections of equal areas. This can be done by calculating the total area, dividing by 5 to determine the area of each sampling location and then marking off the area to be sampled.

Three sampling locations should be in the center of their respectively marked sections. Two sampling locations should be near the perimeter of the field in their respectively marked sections.

Illustrations with various geometries are given below:



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Plastic weights, chalk or string can be used to mark sample area boundaries. A measuring wheel, chain, laser tape rule, or conventional tape rule may be helpful, especially with complex geometries that might be found in a landscape application.

**Sampling**

For each field set of samples, there will be a total of 7 bags: five bags with one wipe in each bag, plus two bags with one blank wipe each.

- 1. Locate and delineate the areas to be wiped.
- 2. Wearing a new pair of gloves, remove a new wipe from its packaging and unfold it to its full dimensions.
- 3. A total of 5 strokes are made over the 10x50 cm area.

Firmly and evenly press across the width of the wipe during sampling. Each stroke will start at one end and proceed to the other end of the 50 cm length.

Wipe with 2 linear strokes over the 50 cm length of the delineated area in the same direction.

Fold the wipe with the exposed side in, orient the wipe with the 15 cm crease at the leading edge, and wipe with 3 linear strokes over the 50 cm length of the delineated area in the other direction.

- 4. Refold the wipe with the exposed sides in to form a square, and place it in a new plastic bag. Seal and label the bag.
- 5. Discard the gloves. Clean the template if one was used. Discard the masking tape, if used.

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6. For each field set of samples, the sampling method blanks shall consist of two unused wipes with packaging removed, each in an individual bag. If the amount of Pb in a blank wipe does not reasonably closely match its paired mate, or if both blank wipes are above an expected background level, the sampling for that field set must be redone on areas not previously wiped.

**Lab Analysis**

Lab Analysis will be conducted according to Exhibit B - 1

**Calculation of the Available Lead Level**

Assuming the results for the two blank wipes for the field set meet the conditions in Sampling 6, average the two results.

The lead per square centimeter per stroke for each section of a field is represented by

$$\frac{(\text{ug lead on a wipe} - \text{average ug lead on the blank wipes for that field set})}{(500\text{cm}^2 * 5 \text{ strokes})} = \text{ug lead /cm}^2 / \text{stroke}$$

The average (mean) for the field of artificial turf is the sum of the ug lead /cm<sup>2</sup> / stroke result for each of the 5 sections, divided by 5.

The resulting average (mean) lead level for the field of artificial turf shall be deemed to be the "Available Lead Level" pursuant to this Judgment

**Consultation**

The contractor selected to perform Lead Transfer Testing pursuant to this Judgment may provide additional written instructions to the personnel who will be conducting the Lead Transfer Testing. This contractor shall meet and confer with representatives selected by Plaintiffs and Settling Defendant prior to initiating the first round of testing.

**Applicability to This Judgment Only**

These procedures and methods are meant only for use in this Judgment as a method of determining when removal of an existing field is appropriate. They have not been approved by the Plaintiffs or Settling Defendant as appropriate for making exposure calculations or estimates pursuant to Health and Safety Code section 25249.6 et seq. or any other law or regulation.