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16 Attorneys for Defendant  
17 Sanrio, Inc.

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF SAN FRANCISCO  
20 UNLIMITED JURISDICTION

21 RUSSELL BRIMER,  
22 Plaintiff,  
23 v.  
24 SANRIO, INC; and DOES 1 through 150,,  
25 Defendants.

Case No. CGC 04435223

**STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT**

**1. INTRODUCTION**

1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereafter “Brimer” or “Plaintiff”) and Sanrio, Inc. (hereafter

1 “Sanrio”), with Plaintiff and Sanrio collectively referred to as the “Parties” and Brimer and Sanrio  
2 each being a “Party.”

3 1.2 **Plaintiff.** Brimer is an individual residing in Alameda County, California who  
4 seeks to promote awareness of exposures to toxic chemicals and improve human health by  
5 reducing or eliminating hazardous substances contained in consumer and industrial products.

6 1.3 **General Allegations.** Plaintiff allege that Sanrio has manufactured, distributed  
7 and/or sold in the State of California glass sets, drinking glasses, and other tableware products  
8 with colored artwork, designs or markings on the exterior surface with materials in that colored  
9 artwork, designs or markings that contain lead (and/or lead compounds) that are listed pursuant to  
10 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code  
11 §§ 25249.5 et seq., also known as Proposition 65, to cause cancer and birth defects and other  
12 reproductive harm. Lead (and/or lead compounds) shall be referred to herein as “Listed  
13 Chemicals.”

14 1.4 **Product Descriptions.** The products that are covered by this Consent Judgment  
15 are defined as follows: tableware products manufactured, sold and/or distributed by Sanrio with  
16 colored artwork, designs or markings on the exterior surface, including, by way of example and  
17 without limitation, tableware products contained in the items listed at Exhibit A. Such products  
18 collectively are referred to herein as the “Products.”

19 1.5 **Notices of Violation.** Beginning on August 6, 2004, Brimer served Sanrio and  
20 various public enforcement agencies with documents, entitled “60-Day Notice of Violation”  
21 (“Notice”) that provided Sanrio and such public enforcers with notice that alleged that Sanrio was  
22 in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain  
23 products that it sold expose users in California to lead and lead compounds. On or before January  
24 15, 2005, Brimer will be serving a Supplemental Notice on Sanrio and all required public  
25 enforcers expanding Plaintiff’s prior allegations concerning the products to include alleged  
26 exposures from ceramicware containing exterior decorations and to cadmium (“Supplemental  
27 Notices”).  
28

1           1.6     **Complaint.** On October 5, 2004, Brimer, in the interest of the general public in  
2 California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the  
3 Superior Court for the City and County of San Francisco against Sanrio and Does 1 through 150,  
4 alleging violations of Health & Safety Code § 25249.6 based on the alleged exposures to one or  
5 more of the Listed Chemicals contained in certain products sold by Sanrio. Upon the running of  
6 the 60-day periods associated with the issuance of the Supplemental Notices, and provided that no  
7 authorized public enforcer of Proposition 65 initiates an action against Sanrio based on the  
8 additional allegations therein contained in the interim, the above captioned Complaint and this  
9 Consent Judgment shall be deemed such that the definition of “Products” as used herein shall be  
10 deemed to extend to both glass and ceramicware products with exterior decorations and such that  
11 the definition of “Listed Chemicals” as used herein shall be deemed to have been expanded from  
12 lead (and/or lead compounds) to include the listed chemical, cadmium, as well.

13           1.7     **No Admission.** Sanrio denies the material factual and legal allegations contained  
14 in Plaintiff’s Notices and Complaint and maintains that all products that it has sold and distributed  
15 in California including the Products have been and are in compliance with all laws. Nothing in  
16 this Consent Judgment shall be construed as an admission by Sanrio of any fact, finding, issue of  
17 law, or violation of law, nor shall compliance with this Agreement constitute or be construed as  
18 an admission by Sanrio of any fact, finding, conclusion, issue of law or violation of law.  
19 However, this section shall not diminish or otherwise affect the obligations, responsibilities and  
20 duties of Sanrio under this Consent Judgment.

21           1.8     **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
22 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
23 Complaint and personal jurisdiction over Sanrio as to the acts alleged in the Complaint, that  
24 venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter this  
25 Consent Judgment and to enforce the provisions thereof.

26           1.9     **Effective Date.** For purposes of this Consent Judgment, “Effective Date” shall be  
27 December 31, 2004.  
28

1 **2. INJUNCTIVE RELIEF: PROPOSITION 65**

2 **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

3 (a) **Required Warnings and Non-exempt Products.** After January 31, 2005,  
4 Sanrio shall not transmit to any retailer to sell or offer for sale in California any Products  
5 containing the Listed Chemicals, unless warnings are given in accordance with one or more  
6 provisions in subsection 2.2 below.

7 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and  
8 2.2 below shall not apply to:

9 (i) any Products manufactured before December 31, 2004, or

10 (ii) Reformulated Products as defined in subsection 2.3 below.

11 **2.2 CLEAR AND REASONABLE WARNINGS**

12 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or  
13 directly to or on a Product by Sanrio, its agent, or the manufacturer, importer, or distributor of the  
14 Product, unless the retailer consents, in writing, to provide that warning itself, that states:

15 **WARNING: The materials used as colored decorations on the**  
16 **exterior of this product contain lead, a chemical**  
17 **known to the State of California to cause birth**  
18 **defects or other reproductive harm.**

18 **or**

19 **WARNING: The materials used as colored decorations on the**  
20 **exterior of these products contain lead, a**  
21 **chemical known to the State of California to**  
22 **cause birth defects or other reproductive**  
23 **harm.<sup>1</sup>**

23 **or**

24 **WARNING: The materials used as colored decorations on the**  
25 **exterior of the following products contain lead, a**  
26 **chemical known to the State of California to**  
27 **cause birth defects or other reproductive harm.**

27 <sup>1</sup> This formulation of the warning may only be used with respect to Products when sold as  
28 a set.

1 Warnings issued for Products pursuant to this subsection shall be prominently placed with  
2 such conspicuousness as compared with other words, statements, designs, or devices as to render  
3 it likely to be read and understood by an ordinary individual under customary conditions of use or  
4 purchase. Any changes to the language or format of the warning required by this subsection shall  
5 only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney  
6 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for  
7 the opportunity to comment; or (3) Court approval.

8 (b) **Point-of-Sale Warnings.** Sanrio may execute its warning obligations,  
9 where applicable, through arranging for the posting of signs at retail outlets in the State of  
10 California at which Products are sold, in accordance with the terms specified in  
11 subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

12 (i) Point of Sale warnings may be provided through one or more signs  
13 posted at or near the point of sale or display of the Products that state:

14 **WARNING: The materials used as colored decorations on the**  
15 **exterior of this product contain lead, a chemical**  
16 **known to the State of California to cause birth**  
**defects or other reproductive harm.**

17 **or**

18 **WARNING: The materials used as colored decorations on the**  
19 **exterior of glass and ceramic tableware products**  
20 **sold in this store contain lead, a chemical known**  
21 **to the State of California to cause birth defects**  
22 **or other reproductive harm.<sup>2</sup>**

23 **or**

24 **WARNING: The materials used as colored decorations on the**  
25 **exterior of the following glass and ceramic**  
26 **tableware products sold in this store contain**  
27 **lead, a chemical known to the State of California**  
28 **to cause birth defects or other reproductive**  
**harm.**

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<sup>2</sup> This formulation of the warning may only be used where the store sells only Products which are not Reformulated Products as defined in subsection 2.3 below.

1 (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)  
2 shall be prominently placed with such conspicuousness as compared with other words,  
3 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
4 individual under customary conditions of use or purchase and shall be placed or written in a  
5 manner such that the consumer understands to which *specific* Products the warnings apply so as  
6 to minimize if not eliminate the chances that an overwarning situation will arise. Any changes to  
7 the language or format of the warning required for Products by this subsection shall only be made  
8 following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office,  
9 provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to  
10 comment; or (3) Court approval.

11 (iii) If Sanrio intends to utilize point of sale warnings to comply with  
12 this Consent Judgment, it must provide notice as required by this Consent Judgment to each  
13 retailer to whom Sanrio ships the Products for sale in California and obtain the written consent of  
14 such retailer before shipping the Products. Such notice shall include a copy of this Consent  
15 Judgment and any required warning materials (including, as appropriate, signs and/or stickers). If  
16 Sanrio has obtained the consent of a retailer, Sanrio shall not be found to have violated this  
17 Consent Judgment if it has complied with the terms of this Consent Judgment and has proof that  
18 it transmitted the requisite warnings in the manner provided herein. Nothing in this Consent  
19 Judgment shall alter or affect the terms of any contract between Sanrio and its retailers which  
20 concerns Products, or to authorize any manufacturer, distributor, or importer that is not a party to  
21 this Consent Judgment to impose any warning obligation upon any retailer.

22 **2.3 REFORMULATION STANDARDS:** Products satisfying the conditions of  
23 section 2.3(a), 2.3(b), 2.3(c), 2.3(d) and/or 2.3(e) are referred to as "Reformulated Products" and  
24 are defined as follows:

25 (a) If the colored artwork, designs or markings on the exterior surface of the  
26 Product exclusive of the top 20 millimeters of the ware (*i.e.*, below the exterior portion of the lip  
27 and rim area as defined by American Society of Testing and Materials Standard Test Method  
28 C927-99, hereinafter the "Lip and Rim Area"), produce a test result no higher than

1 1.0 micrograms (ug) of lead using a Ghost Wipe™ test applied on painted portions of the  
2 surface of the Product performed as outlined in NIOSH method no. 9100, such Product is a  
3 Reformulated Product; or

4 (b) If the Product achieves a result of .99 ppm or less for lead when tested  
5 under the protocol attached hereto as Exhibit B (the ASTM 738-81 test method modified for total  
6 immersion and comparison to internal volume), such Product is a Reformulated Product; or

7 (c) If the colored artwork, designs or markings on the exterior surface of the  
8 Product extends into the exterior Lip and Rim Area or the interior (food contact surface) of the  
9 Product, and the Product yields a test result acceptable under section 2.3(a) above, and, to the  
10 extent applicable:

11 (i) if the colored artwork, designs or markings extend into the Lip and  
12 Rim Area, a result of 0.5 micrograms/milliliter (ug/ml) of lead or less using  
13 ASTM method C 927-99 is achieved; and,

14 (ii) if the colored artwork, designs or markings extend into the interior  
15 (food contact surface) of the Product, a result of 0.100 parts per million  
16 (ppm) of lead or less using AOAC/ASTM method 973.32 is achieved if the  
17 Product is hollowware, or a result of 0.226 parts per million (ppm) of lead  
18 or less using AOAC/ASTM method 973.32 is achieved if the Product is  
19 flatware,

20 such Product is a Reformulated Product; or

21 (d) If the Product utilizes paints for all colored artwork, designs or markings  
22 containing six one-hundredths of one percent (0.06%) lead by weight or less as measured at  
23 Sanrio's option, either before or after the material is fired onto (or otherwise affixed to) the  
24 Product, using a sample size of the materials in question measuring approximately 50-100 mg and  
25 a test method of sufficient sensitivity to establish a limit of quantitation (as distinguished from  
26 detection) of less than 600 parts per million ("ppm"), such Product is a Reformulated Product;  
27  
28

1 (e) Should any court enter a final judgment in a case brought by Brimer or the  
2 People of the State of California involving tableware with colored artwork, designs or markings  
3 allegedly containing lead which sets forth standards defining when Proposition 65 warnings will  
4 or will not be required (“Alternative Standards”), Sanrio shall be entitled to seek a modification  
5 of this Consent Judgment pursuant to section 15 herein, so as to be able to utilize and rely on such  
6 Alternative Standards in lieu of those set forth in sections 2.3 of this Consent Judgment; Brimer  
7 shall not unreasonably contest any proposed application to effectuate such a modification  
8 provided that the Products for which such a modification are sought are substantially similar in  
9 type and function to those for which the Alternative Standards apply.

10 2.4 **REFORMULATION COMMITMENT.** By entering into this Stipulation and  
11 Consent Judgment, Sanrio hereby commits that as a continuing matter of corporate policy, Sanrio  
12 intends to undertake good faith efforts, taking into consideration Sanrio’s operational and product  
13 licensing restrictions, to ensure that as many Products as reasonably possible shall qualify as  
14 Reformulated Products, with the commitment to reach 80% (eighty percent) or more  
15 Reformulated Products for Products manufactured, licensed, or offered for sale by Sanrio on or  
16 after April 30, 2005 and the commitment to make commercially reasonable efforts thereafter to  
17 reach 100% (one-hundred percent) Reformulated Products.

18 **3. MONETARY PAYMENTS.**

19 3.1 **Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to  
20 Health & Safety Code Section 25249.7(b), Sanrio shall pay \$20,000 in civil penalties. The  
21 penalty payment shall be made payable to “Chanler Law Group in Trust For Russell Brimer,” and  
22 shall be delivered to Plaintiff’s counsel on or before January 15, 2005 at the following address:

23 CHANLER LAW GROUP  
24 Attn: Clifford A. Chanler  
25 71 Elm Street, Suite 8  
26 New Canaan, CT 06840

27 (a) In the event that Sanrio pays any penalty and the Consent Judgment is not  
28 thereafter approved and entered by the Court, Brimer shall return any penalty funds paid under



1 this agreement within fifteen (15) days of receipt of a written request from Sanrio following  
2 notice of the issuance of the Court's decision.

3 (b) The Parties agree that Sanrio's potential interest in and ability to acquire  
4 and market Reformulated Products is to be accounted for in this section and, since it is not a  
5 remedy provided for by law, the absence of Sanrio previously acquiring, manufacturing,  
6 marketing or selling Reformulated Products is not relevant to the establishment of a penalty  
7 amount pursuant to section 3.1 above.

8 (c) **Apportionment of Penalties Received.** After Court approval of this  
9 Consent Judgment pursuant to section 6, all penalty monies received shall be apportioned by  
10 Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to  
11 the State of California's Office of Environmental Health Hazard Assessment and the remaining  
12 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code  
13 § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of  
14 California the appropriate civil penalties paid in accordance with this section.

15 **4. REIMBURSEMENT OF FEES AND COSTS**

16 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this  
17 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
18 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
19 Sanrio then expressed a desire to resolve the fee and cost issue shortly after the other settlement  
20 terms had been finalized. The Parties then attempted to (and did) reach an accord on the  
21 compensation due to Plaintiff and his counsel under the private attorney general doctrine codified  
22 at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date of the  
23 Agreement. Under the private attorney general doctrine codified at Code of Civil Procedure  
24 § 1021.5, Sanrio shall reimburse Plaintiff and his counsel for fees and costs, incurred as a result  
25 of investigating, bringing this matter to Sanrio's attention, litigating and negotiating a settlement  
26 in the public interest. Sanrio shall pay Plaintiff and his counsel \$50,000 for all attorneys' fees,  
27 expert and investigation fees, and litigation costs. The payment shall be made payable to the  
28

1 “Chanler Law Group” and shall be delivered to Plaintiff’s counsel on or before January 15, 2005  
2 at the following address:

3 CHANLER LAW GROUP  
4 Attn: Clifford A. Chanler  
5 71 Elm Street, Suite 8  
6 New Canaan, CT 06840

7 4.2 Except as specifically provided in this Consent Judgment, Sanrio shall have no  
8 further obligation with regard to reimbursement of Plaintiff’s attorney’s fees and costs with  
9 regard to the Products covered in this Action.

10 **5. RELEASE OF ALL CLAIMS**

11 5.1 **Plaintiff’s Release of Sanrio.** In further consideration of the promises and  
12 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,  
13 Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors  
14 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or  
15 participate in, directly or indirectly, any form of legal action and release all claims, including,  
16 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
17 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
18 investigation fees, expert fees and attorneys’ fees) of any nature whatsoever, whether known or  
19 unknown, fixed or contingent (collectively “Claims”), against Sanrio and each of its  
20 manufacturers, distributors, wholesalers, licensors, licensees, auctioneers, retailers, dealers,  
21 customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries and  
22 their respective officers, directors, attorneys, representatives, shareholders, agents, and employees  
23 (collectively, “Sanrio Releasees”) arising under Proposition 65, Business & Professions Code  
24 § 17200 et seq. and Business & Professions Code § 17500 et seq., related to Sanrio’s or Sanrio  
25 Releasees’ alleged failure to warn about exposures to or identification of Listed Chemicals  
26 contained in the Products.

27 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
28 binding resolution of any violation of Proposition 65, Business & Professions Code §§ 17200

1 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, that have been or could have been  
2 asserted in the Complaints against Sanrio for its alleged failure to provide clear and reasonable  
3 warnings of exposure to or identification of Listed Chemicals in the Products.

4 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights  
5 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
6 against the Sanrio Releasees arising under Proposition 65, Business & Professions Code §§ 17200  
7 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, related to each of the Sanrio  
8 Releasees' alleged failures to warn about exposures to or identification of Listed Chemicals  
9 contained in the Products and for all actions or statements made by Sanrio or its attorneys or  
10 representatives, in the course of responding to alleged violations of Proposition 65, Business &  
11 Professions Code §§ 17200 or Business & Professions Code §§ 17500 by Sanrio. Provided  
12 however, Plaintiff shall remain free to institute any form of legal action to enforce the provisions  
13 of this Consent Judgment.

14 It is specifically understood and agreed that the Parties intend that Sanrio's compliance  
15 with the terms of this Consent Judgment resolves all issues and liability, now and in the future (so  
16 long as Sanrio complies with the terms of the Consent Judgment) concerning Sanrio and the  
17 Sanrio Releasees' compliance with the requirements of Proposition 65, Business and Professions  
18 Code §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, as to the Listed  
19 Chemicals in the Products.

20 5.2 **Sanrio's Release of Plaintiff.** Sanrio waives all rights to institute any form of  
21 legal action against Plaintiff, or his attorneys or representatives, for all actions taken or statements  
22 made by Plaintiff and his attorneys or representatives, in the course of seeking enforcement of  
23 Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business & Professions Code  
24 §§ 17500 *et seq.* in this Action.

## 25 6. COURT APPROVAL

26 This Consent Judgment is not effective until it is approved and entered by the Court and  
27 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
28 year after it has been fully executed by all Parties, in which event any monies that have been

1 provided to Plaintiff or his counsel pursuant to section 3 and/or section 4 above, shall be refunded  
2 within fifteen (15) days.

3 **7. SEVERABILITY**

4 If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
5 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
6 provisions remaining shall not be adversely affected.

7 **8. ATTORNEYS' FEES**

8 In the event that a dispute arises with respect to any provision(s) of this Consent  
9 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover  
10 reasonable and necessary costs and reasonable attorneys' fees incurred from the resolution of  
11 such dispute.

12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of  
14 California and apply within the State of California. In the event that Proposition 65 is repealed or  
15 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,  
16 then Sanrio shall have no further obligations pursuant to this Consent Judgment with respect to,  
17 and to the extent that, those Products are so affected.

18 **10. NOTICES**

19 All correspondence and notices required to be provided pursuant to this Consent Judgment  
20 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,  
21 return receipt requested or (ii) overnight courier on either Party by the other at the following  
22 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,  
23 specify a change of address to which all future notices and other communications shall be sent.)

24 To Sanrio:

25 Randy Patterson  
26 Sanrio, Inc.  
27 570 Eccels Avenue  
28 South San Francisco, CA 94080

1 With a copy to:

2 Robert L. Falk, Esq.  
3 Morrison & Foerster LLP  
4 425 Market Street  
5 San Francisco, CA 94105

6 To Plaintiff:

7 Clifford A. Chanler, Esq.  
8 Chanler Law Group  
9 71 Elm Street, Suite 8  
10 New Canaan, CT 06840

11 **11. NO ADMISSIONS**

12 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
13 Sanrio of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance  
14 with this Consent Judgment constitute or be construed as an admission by Sanrio of any fact,  
15 finding, conclusion, issue of issue of law, or violation of law, such being specifically denied by  
16 Sanrio. Sanrio reserves all of its rights and defenses with regard to any claim by any party under  
17 Proposition 65 or otherwise. However, this section shall not diminish or otherwise affect Sanrio's  
18 obligations, responsibilities and duties under this Consent Judgment.

19 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

20 This Consent Judgment may be executed in counterparts and by facsimile, each of which  
21 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
22 same document.

23 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

24 Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
25 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall  
26 present this Consent Judgment to the California Attorney General's Office within two (2) days  
27 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment  
28 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date  
a hearing is scheduled on such motion in the Superior Court for the City and County of  
San Francisco unless the Court allows a shorter period of time.

1     **14.     ADDITIONAL POST EXECUTION ACTIVITIES**

2             The Parties shall mutually employ their best efforts to support the entry of this Agreement  
3 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
4 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed  
5 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties  
6 agree to file a Joint Motion to Approve the Agreement (“Joint Motion”), the first draft of which  
7 Sanrio’s counsel shall prepare, within a reasonable period of time after the Execution Date (*i.e.*,  
8 not to exceed thirty (30) days unless otherwise agreed to by the Parties’ counsel based on  
9 unanticipated circumstances). Plaintiff’s counsel shall prepare a declaration in support of the  
10 Joint Motion which shall, inter alia, set forth support for the fees and costs to be reimbursed  
11 pursuant to Section 4. Sanrio shall have no additional responsibility to Plaintiff’s counsel  
12 pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs  
13 incurred with respect to the preparation and filing of the Joint Motion and its supporting  
14 declaration or with regard to Plaintiff’s counsel appearing for a hearing or related proceedings  
15 thereon.

16     **15.     MODIFICATION**

17             This Consent Judgment may be modified, including pursuant to section 2.3(e) above, only  
18 by: (1) written agreement of the Parties and upon entry of a modified Consent Judgment by the  
19 Court thereon, or (2) motion of any Party as provided by law and upon entry of a modified  
20 Consent Judgment by the Court. The Attorney General shall be served with notice of any  
21 proposed modification to this Consent Judgment at least fifteen (15) days in advance of its  
22 consideration by the Court.

1  
2 **Exhibit A**

3 All glass and/or ceramic glasses, mugs, bowls, teapots, and other tableware with colored designs  
4 and/or artwork on the exterior, including but not limited to:

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02073	GLASS CUP & SAUCR ST K/T
02076	GLASS CUP & SAUCR ST M/M
02634	GLASSES PAIR:O FRNDS O/F
03152	3-DRINKING GLSS:SCENE KT
22889	GLASS:SMILE K/T
22898	GLASS: CHERRY M/M
22905	GLASS: COLORFUL S/S
27036	DRNKNG GLSS W/CSTR:F K/T
27040	DRNKNG GLSS W/CSTR:F S/N
29247	GLASS TUMBLER K/T
29249	GLASS TUMBLER B/C
29250	GLASS TUMBLER D/L
33072	4 DRNKNG GLSSES/BX:D S/N
33341	GLASS MUG SET:DOT SN S/N
41575	DRINKING GLASS: PALM T/S
41589	DRINKING GLASS:F FLR K/T
41595	GLASS MUG: SMILE K/T
41599	GLASS MUG: COLORFUL S/S
41602	GLASS MUG: CHERRY M/M
45002	GLASS CANISTER:L BER K/T
45012	GLASS CANISTER:L M/M
46797	HEATPROOF GLSS MUG:S K/T
46815	HEATPROOF GLSS MUG:S K/T
46818	HEATPROOF GLSS MUG:L S/N
64791	GLASS: RAINBOW C/N
67489	GLASS MUG:HAND-FRMNG K/T
67491	GLASS TUMBLER:HND-F K/T
67519	COLD NOODLE SERVICE SK/T
78504	WINE GLSS ST IN G.BX K/T
78517	GLASS CANISTER:RIBBN T/S
78553	GLASS TEA POT:SCENE K/T
80774	GLASS:BOOK CN
81015	GLASS TUMBLER:FLWR C/O
89927	GLASS TUMBLER:LEI S/N
03129	TOOTHPICK HLDR:SCENE K/T
03134	SALT&PEPPR SHKR:SCNE K/T
03141	CRUET: SCENE KT K/T
04719	CEREAL BOWL:CLOVER C/O
10009	MUG C/I
14546	MUG D/K
25875	MUG:TIARA K/T
33188	MUG:WESTERN K/T
34260	MUG: DAISY D/L

1	34263	CEREAL BOWL: DAISY D/L
	45248	STACKING MUG SET:BER K/T
2	45249	STACKING MUG SET:DOT M/M
	45253	STACKING MUG SET:BEE U/S
3	45254	STACKABLE MUG CUP S/S
	46791	MUG: SCENE P KT
4	46792	MUG: SCENE B K/T
	46793	MUG: LINE SN S/N
5	46827	RICE BOWL:SCENE P K/T
	46829	RICE BOWL:SCENE B KT
6	64239	MUG: CHARM T/S
	65355	PORCELAIN TEA SET:DX PF K/T
7	65795	MUG: ICE SKATING K/T
	65818	MINI PORCELAIN SET K/T
8	67451	MUG K/T
	78507	PORCLN TEA CP :SUSHI K/T
9	78511	SAKE BOTTLE SET:SCNE K/T
10	78512	EARTHEN POT:SCENE K/T
	78561	PORCELAIN TEA SET:ROOF S/N
11	78563	PORCLN TEA POT:RIBBN T/S
	82099	TEA POT:DECORATION K/T
12	82115	TEA POT:DECORATION M/M
	82118	DECORATIVE MUG K/T
13	82141	DECORATIVE MUG M/M
	82153	DECORATIVE MUG U/S
14	88143	MUG: GRAD K/T
15	91850	MUG:HIBSCS 4PK/2BL K/T
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1 **Exhibit B**

2 **TEST PROTOCOL FOR LEAD RELEASE**

3 Externally Decorated Glassware  
4 Externally Decorated Ceramic Mugs

5  
6 Decorated Glassware:

- 7 1. Wash glass and dry.  
8 2. Totally immerse glass in beaker of acetic acid for 24 hours.  
9 3. Measure ppm lead in acid, compare to internal volume of glass.  
10 4. This procedure is attached.

11 Ceramic Mugs:

12 Use the ASTM C 738-81 test modified for total immersion and comparison to internal volume.

13 Lip and Rim Testing:

14 Not done as such. Since all drinking vessels are totally immersed, the lip and rim area is tested as a part of the whole.

15 Samples:

16 Six samples of each article, i.e., six randomly selected samples of each type decorated sample  
17 article. If a manufacturer wishes to distribute multiple different designs, six sample articles of  
18 each design should be submitted for testing. Six sample articles of each type design will be  
subjected to total immersion in acetic acid only.

19 Reagents:

- 20 1. Deionized or distilled deionized water.  
21 2. Acetic acid 4% solution by volume; 1 volume of glacial acetic acid to 24 volumes of  
distilled deionized water.

22 Sample Preparation:

23 Thoroughly cleanse each sample to be tested by immersing in a detergent rinse of a suitable  
24 household alkaline detergent. Rinse several times with deionized water followed by several  
25 rinses with distilled deionized water. Place the sample articles in a clean aluminum basket,  
26 (covered with clean paper towels), or suitable clean rack and allow to air dry. Reduce  
contamination to a Minimum at all times.

1 Procedure for Leaching Lead, (4% Acetic Acid Solution):

2 Once all the samples have been properly immersed in a suitable household alkaline detergent,  
3 subjected to proper rinses and air dried, place each sample individually into an appropriately sized  
4 acid cleaned, (lead free), glass beaker or clean Nalgene plastic beaker. Using prenumbered  
5 labels, label the outside of each beaker containing a sample and record this number on the  
6 worksheet. Add 4% acetic acid to each beaker containing a sample, filling the sample and the  
7 space between the sample and the beaker while covering the rim of the sample with the acetic  
8 acid solution. Record the volume of leaching solution used in milliliters next to the sample  
9 number on the worksheet. (Cover each beaker completely with aluminum foil to shield the  
10 contents from light.) Record the time and allow the beakers to remain undisturbed for a period of  
11 24 hours at 20 to 24° C (68 to 75° F). At the end of the 24 hour period mix the contents of each  
12 beaker well. To avoid contamination, wear disposable gloves and working with one beaker at a  
13 time, lift up the sample and pour the contents of the sample into the respective beaker. Using a  
14 clean disposable plastic pipet, swirl the contents of the beaker to properly mix the contents, drain  
15 the pipet into the solution and draw off an aliquot of sample and place it into corresponding  
16 specifically numbered clean plastic snap cap test tube. The number on the outside of the beaker  
17 and the number on the test tube should correspond. Once the aliquot of sample has been drawn  
18 off, rinse the sample under running water, dry the bottom of the sample with a paper towel and  
19 transfer the prenumbered label from the outside of the respective beaker to the bottom of the  
20 sample.

21 Testing:

22 Perform testing for lead using atomic absorption spectrophotometry as prescribed in ASTM  
23 methodology C 738-81 or C 927-80. Run each sample in duplicate along with appropriate  
24 standards as well as aliquots of 4% acetic acid solution and distilled deionized water in plastic test  
25 tubes. Correct for the blank if necessary. If a sample of unknown goes off scale make necessary  
26 dilutions using 4% acetic acid from the same batch prepared for leaching. Record results in ppm  
27 using the following calculations:

28 
$$\text{ug/dl} \times \text{dilution} = \text{ug/d} \rightarrow 100 = \text{ug/ml Pb} \times \text{volume of leaching solution used (ml)} =$$

$$\text{Total ug/Pb} \rightarrow \text{internal volume of the article to 7 mm(ml)} = \text{ppm leachable lead}$$

relative to the internal volume.

See attached laboratory report forms.

To Determine The Internal Volume:

Mark each unit 7 mm (1/4") below the rim on the outside of the sample. Fill each unit from a graduated cylinder to approximately 1/4" (6 to 7 mm) of overflowing. Measure and record the internal volume of each unit in milliliters.

1 When Reporting Final Results Include The Following:

- 2 1. The amount of leachable lead in ppm relative to the internal volume of the sample,  
3 average of six if possible.  
4 2. The distance of decoration below the rim in mm.

5 Materials Used In Testing Procedure:

- 6 Beakers - Nalgene, polypropylene, graduated 2000 ml.  
7 Test tubes - Polystyrene with friction fit snap cap, sterile, 17x100m  
8 Pipets - Kimble, serological, polystyrene, sterile, 10 ml.x 1/10.  
9 Carboys - Nalgene, 20 liter, for mixing acetic acid solution.  
10 Aluminum Baskets  
11 Utility bath - 18-8 stainless steel, deep drawn, seamless construction  
12 with cover; holds 31 quarts. Overall dimensions length  
21 3/4", width 13 3/4", depth 8".  
13 Utility bath - same as above, holds 20 quarts.  
14 Gloves - vinyl, disposable.  
15 Hot plate - VWR Scientific, Thermolyne, Type 2200, length 24", width 12"  
16 Aluminum foil - to cover samples during the 24 hour period.

17 References:

18 1982 Annual Book Of ASTM Standards, Part 17, Refractories, Glass, Ceramic Materials; Carbon  
19 and Graphite Products:

- 20 pg. 757-759 ASTM Designation: C 738-81  
21 pg. 999-1002 ASTM Designation: C 927-80  
22 pg. 682 ASTM Designation: C 676-74 (reapproved 1980)

23 Lead and Cadmium in Decorated Glass Tumblers - Interagency Task Force Report, November 13,  
24 1978.

1 **16. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.

5  
6 **AGREED TO:**

**AGREED TO:**

7  
8 Date: 12-30-04

Date:

9  
10 By:   
11 Plaintiff Russell Brimer

By:  
Defendant Sanrio, Inc.

12  
13 **APPROVED AS TO FORM:**


**APPROVED AS TO FORM:**

14 Date: 12-30-04

Date:

15  
16 **CHANLER LAW GROUP**

**MORRISON & FOERSTER LLP**

17 By:   
18 Clifford A. Chanler  
19 Attorneys for Plaintiff  
RUSSELL BRIMER

By:  
Robert L. Falk  
Attorneys for Defendant  
SANRIO, INC.

20  
21  
22 **IT IS SO ORDERED.**

23  
24 Date: \_\_\_\_\_

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

1 16. AUTHORIZATION

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.

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10 By:  
11 Plaintiff Russell Brimer

By:  
Defendant Sanrio, Inc.

13 APPROVED AS TO FORM:

APPROVED AS TO FORM:


14 Date:

Date: 12-30-04

16 CHANLER LAW GROUP

MORRISON & FOERSTER LLP

17 By:  
18 Clifford A. Chanler  
19 Attorneys for Plaintiff  
RUSSELL BRIMER

By:   
Robert L. Falk  
Attorneys for Defendant  
SANRIO, INC.

22 IT IS SO ORDERED.

24 Date: \_\_\_\_\_

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

28

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4 New Canaan, CT 06840  
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16 Attorneys for Defendant  
17 Sanrio, Inc.

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF SAN FRANCISCO  
20 UNLIMITED JURISDICTION

21 RUSSELL BRIMER,

22 Plaintiff,

23 v.

24 SANRIO, INC; and DOES 1 through 150,,

25 Defendants.

Case No. CGC 04435223

**STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT**

26 **1. INTRODUCTION**

27 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
28 between plaintiff Russell Brimer (hereafter “Brimer” or “Plaintiff”) and Sanrio, Inc. (hereafter

1 “Sanrio”), with Plaintiff and Sanrio collectively referred to as the “Parties” and Brimer and Sanrio  
2 each being a “Party.”

3 1.2 **Plaintiff.** Brimer is an individual residing in Alameda County, California who  
4 seeks to promote awareness of exposures to toxic chemicals and improve human health by  
5 reducing or eliminating hazardous substances contained in consumer and industrial products.

6 1.3 **General Allegations.** Plaintiff allege that Sanrio has manufactured, distributed  
7 and/or sold in the State of California glass sets, drinking glasses, and other tableware products  
8 with colored artwork, designs or markings on the exterior surface with materials in that colored  
9 artwork, designs or markings that contain lead (and/or lead compounds) that are listed pursuant to  
10 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code  
11 §§ 25249.5 et seq., also known as Proposition 65, to cause cancer and birth defects and other  
12 reproductive harm. Lead (and/or lead compounds) shall be referred to herein as “Listed  
13 Chemicals.”

14 1.4 **Product Descriptions.** The products that are covered by this Consent Judgment  
15 are defined as follows: tableware products manufactured, sold and/or distributed by Sanrio with  
16 colored artwork, designs or markings on the exterior surface, including, by way of example and  
17 without limitation, tableware products contained in the items listed at Exhibit A. Such products  
18 collectively are referred to herein as the “Products.”

19 1.5 **Notices of Violation.** Beginning on August 6, 2004, Brimer served Sanrio and  
20 various public enforcement agencies with documents, entitled “60-Day Notice of Violation”  
21 (“Notice”) that provided Sanrio and such public enforcers with notice that alleged that Sanrio was  
22 in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain  
23 products that it sold expose users in California to lead and lead compounds. On or before January  
24 15, 2005, Brimer will be serving a Supplemental Notice on Sanrio and all required public  
25 enforcers expanding Plaintiff’s prior allegations concerning the products to include alleged  
26 exposures from ceramicware containing exterior decorations and to cadmium (“Supplemental  
27 Notices”).  
28

1           1.6     **Complaint.** On October 5, 2004, Brimer, in the interest of the general public in  
2 California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the  
3 Superior Court for the City and County of San Francisco against Sanrio and Does 1 through 150,  
4 alleging violations of Health & Safety Code § 25249.6 based on the alleged exposures to one or  
5 more of the Listed Chemicals contained in certain products sold by Sanrio. Upon the running of  
6 the 60-day periods associated with the issuance of the Supplemental Notices, and provided that no  
7 authorized public enforcer of Proposition 65 initiates an action against Sanrio based on the  
8 additional allegations therein contained in the interim, the above captioned Complaint and this  
9 Consent Judgment shall be deemed such that the definition of “Products” as used herein shall be  
10 deemed to extend to both glass and ceramicware products with exterior decorations and such that  
11 the definition of “Listed Chemicals” as used herein shall be deemed to have been expanded from  
12 lead (and/or lead compounds) to include the listed chemical, cadmium, as well.

13           1.7     **No Admission.** Sanrio denies the material factual and legal allegations contained  
14 in Plaintiff’s Notices and Complaint and maintains that all products that it has sold and distributed  
15 in California including the Products have been and are in compliance with all laws. Nothing in  
16 this Consent Judgment shall be construed as an admission by Sanrio of any fact, finding, issue of  
17 law, or violation of law, nor shall compliance with this Agreement constitute or be construed as  
18 an admission by Sanrio of any fact, finding, conclusion, issue of law or violation of law.  
19 However, this section shall not diminish or otherwise affect the obligations, responsibilities and  
20 duties of Sanrio under this Consent Judgment.

21           1.8     **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
22 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
23 Complaint and personal jurisdiction over Sanrio as to the acts alleged in the Complaint, that  
24 venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter this  
25 Consent Judgment and to enforce the provisions thereof.

26           1.9     **Effective Date.** For purposes of this Consent Judgment, “Effective Date” shall be  
27 December 31, 2004.

28



1 **2. INJUNCTIVE RELIEF: PROPOSITION 65**

2 **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

3 (a) **Required Warnings and Non-exempt Products.** After January 31, 2005,  
4 Sanrio shall not transmit to any retailer to sell or offer for sale in California any Products  
5 containing the Listed Chemicals, unless warnings are given in accordance with one or more  
6 provisions in subsection 2.2 below.

7 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and  
8 2.2 below shall not apply to:

9 (i) any Products manufactured before December 31, 2004, or

10 (ii) Reformulated Products as defined in subsection 2.3 below.

11 **2.2 CLEAR AND REASONABLE WARNINGS**

12 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or  
13 directly to or on a Product by Sanrio, its agent, or the manufacturer, importer, or distributor of the  
14 Product, unless the retailer consents, in writing, to provide that warning itself, that states:

15 **WARNING: The materials used as colored decorations on the**  
16 **exterior of this product contain lead, a chemical**  
17 **known to the State of California to cause birth**  
**defects or other reproductive harm.**

18 **or**

19 **WARNING: The materials used as colored decorations on the**  
20 **exterior of these products contain lead, a**  
21 **chemical known to the State of California to**  
22 **cause birth defects or other reproductive**  
**harm.<sup>1</sup>**

23 **or**

24 **WARNING: The materials used as colored decorations on the**  
25 **exterior of the following products contain lead, a**  
26 **chemical known to the State of California to**  
**cause birth defects or other reproductive harm.**

27 <sup>1</sup> This formulation of the warning may only be used with respect to Products when sold as  
28 a set.

1 Warnings issued for Products pursuant to this subsection shall be prominently placed with  
2 such conspicuousness as compared with other words, statements, designs, or devices as to render  
3 it likely to be read and understood by an ordinary individual under customary conditions of use or  
4 purchase. Any changes to the language or format of the warning required by this subsection shall  
5 only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney  
6 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for  
7 the opportunity to comment; or (3) Court approval.

8 (b) **Point-of-Sale Warnings.** Sanrio may execute its warning obligations,  
9 where applicable, through arranging for the posting of signs at retail outlets in the State of  
10 California at which Products are sold, in accordance with the terms specified in  
11 subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

12 (i) Point of Sale warnings may be provided through one or more signs  
13 posted at or near the point of sale or display of the Products that state:

14 **WARNING: The materials used as colored decorations on the**  
15 **exterior of this product contain lead, a chemical**  
16 **known to the State of California to cause birth**  
**defects or other reproductive harm.**

17 **or**

18 **WARNING: The materials used as colored decorations on the**  
19 **exterior of glass and ceramic tableware products**  
20 **sold in this store contain lead, a chemical known**  
21 **to the State of California to cause birth defects**  
22 **or other reproductive harm.<sup>2</sup>**

23 **or**

24 **WARNING: The materials used as colored decorations on the**  
25 **exterior of the following glass and ceramic**  
26 **tableware products sold in this store contain**  
27 **lead, a chemical known to the State of California**  
28 **to cause birth defects or other reproductive**  
**harm.**

---

<sup>2</sup> This formulation of the warning may only be used where the store sells only Products which are not Reformulated Products as defined in subsection 2.3 below.

1 (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)  
2 shall be prominently placed with such conspicuousness as compared with other words,  
3 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
4 individual under customary conditions of use or purchase and shall be placed or written in a  
5 manner such that the consumer understands to which *specific* Products the warnings apply so as  
6 to minimize if not eliminate the chances that an overwarning situation will arise. Any changes to  
7 the language or format of the warning required for Products by this subsection shall only be made  
8 following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office,  
9 provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to  
10 comment; or (3) Court approval.

11 (iii) If Sanrio intends to utilize point of sale warnings to comply with  
12 this Consent Judgment, it must provide notice as required by this Consent Judgment to each  
13 retailer to whom Sanrio ships the Products for sale in California and obtain the written consent of  
14 such retailer before shipping the Products. Such notice shall include a copy of this Consent  
15 Judgment and any required warning materials (including, as appropriate, signs and/or stickers). If  
16 Sanrio has obtained the consent of a retailer, Sanrio shall not be found to have violated this  
17 Consent Judgment if it has complied with the terms of this Consent Judgment and has proof that  
18 it transmitted the requisite warnings in the manner provided herein. Nothing in this Consent  
19 Judgment shall alter or affect the terms of any contract between Sanrio and its retailers which  
20 concerns Products, or to authorize any manufacturer, distributor, or importer that is not a party to  
21 this Consent Judgment to impose any warning obligation upon any retailer.

22 2.3 **REFORMULATION STANDARDS:** Products satisfying the conditions of  
23 section 2.3(a), 2.3(b), 2.3(c), 2.3(d) and/or 2.3(e) are referred to as "Reformulated Products" and  
24 are defined as follows:

25 (a) If the colored artwork, designs or markings on the exterior surface of the  
26 Product exclusive of the top 20 millimeters of the ware (*i.e.*, below the exterior portion of the lip  
27 and rim area as defined by American Society of Testing and Materials Standard Test Method  
28 C927-99, hereinafter the "Lip and Rim Area"), produce a test result no higher than

1 1.0 micrograms (ug) of lead using a Ghost Wipe™ test applied on painted portions of the  
2 surface of the Product performed as outlined in NIOSH method no. 9100, such Product is a  
3 Reformulated Product; or

4 (b) If the Product achieves a result of .99 ppm or less for lead when tested  
5 under the protocol attached hereto as Exhibit B (the ASTM 738-81 test method modified for total  
6 immersion and comparison to internal volume), such Product is a Reformulated Product; or

7 (c) If the colored artwork, designs or markings on the exterior surface of the  
8 Product extends into the exterior Lip and Rim Area or the interior (food contact surface) of the  
9 Product, and the Product yields a test result acceptable under section 2.3(a) above, and, to the  
10 extent applicable:

11 (i) if the colored artwork, designs or markings extend into the Lip and  
12 Rim Area, a result of 0.5 micrograms/milliliter (ug/ml) of lead or less using  
13 ASTM method C 927-99 is achieved; and,

14 (ii) if the colored artwork, designs or markings extend into the interior  
15 (food contact surface) of the Product, a result of 0.100 parts per million  
16 (ppm) of lead or less using AOAC/ASTM method 973.32 is achieved if the  
17 Product is hollowware, or a result of 0.226 parts per million (ppm) of lead  
18 or less using AOAC/ASTM method 973.32 is achieved if the Product is  
19 flatware,

20 such Product is a Reformulated Product; or

21 (d) If the Product utilizes paints for all colored artwork, designs or markings  
22 containing six one-hundredths of one percent (0.06%) lead by weight or less as measured at  
23 Sanrio's option, either before or after the material is fired onto (or otherwise affixed to) the  
24 Product, using a sample size of the materials in question measuring approximately 50-100 mg and  
25 a test method of sufficient sensitivity to establish a limit of quantitation (as distinguished from  
26 detection) of less than 600 parts per million ("ppm"), such Product is a Reformulated Product;

1 (e) Should any court enter a final judgment in a case brought by Brimer or the  
2 People of the State of California involving tableware with colored artwork, designs or markings  
3 allegedly containing lead which sets forth standards defining when Proposition 65 warnings will  
4 or will not be required (“Alternative Standards”), Sanrio shall be entitled to seek a modification  
5 of this Consent Judgment pursuant to section 15 herein, so as to be able to utilize and rely on such  
6 Alternative Standards in lieu of those set forth in sections 2.3 of this Consent Judgment; Brimer  
7 shall not unreasonably contest any proposed application to effectuate such a modification  
8 provided that the Products for which such a modification are sought are substantially similar in  
9 type and function to those for which the Alternative Standards apply.

10 2.4 **REFORMULATION COMMITMENT.** By entering into this Stipulation and  
11 Consent Judgment, Sanrio hereby commits that as a continuing matter of corporate policy, Sanrio  
12 intends to undertake good faith efforts, taking into consideration Sanrio’s operational and product  
13 licensing restrictions, to ensure that as many Products as reasonably possible shall qualify as  
14 Reformulated Products, with the commitment to reach 80% (eighty percent) or more  
15 Reformulated Products for Products manufactured, licensed, or offered for sale by Sanrio on or  
16 after April 30, 2005 and the commitment to make commercially reasonable efforts thereafter to  
17 reach 100% (one-hundred percent) Reformulated Products.

18 **3. MONETARY PAYMENTS.**

19 3.1 **Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to  
20 Health & Safety Code Section 25249.7(b), Sanrio shall pay \$20,000 in civil penalties. The  
21 penalty payment shall be made payable to “Chanler Law Group in Trust For Russell Brimer,” and  
22 shall be delivered to Plaintiff’s counsel on or before January 15, 2005 at the following address:

23 CHANLER LAW GROUP  
24 Attn: Clifford A. Chanler  
25 71 Elm Street, Suite 8  
26 New Canaan, CT 06840

27 (a) In the event that Sanrio pays any penalty and the Consent Judgment is not  
28 thereafter approved and entered by the Court, Brimer shall return any penalty funds paid under

1 this agreement within fifteen (15) days of receipt of a written request from Sanrio following  
2 notice of the issuance of the Court's decision.

3 (b) The Parties agree that Sanrio's potential interest in and ability to acquire  
4 and market Reformulated Products is to be accounted for in this section and, since it is not a  
5 remedy provided for by law, the absence of Sanrio previously acquiring, manufacturing,  
6 marketing or selling Reformulated Products is not relevant to the establishment of a penalty  
7 amount pursuant to section 3.1 above.

8 (c) **Apportionment of Penalties Received.** After Court approval of this  
9 Consent Judgment pursuant to section 6, all penalty monies received shall be apportioned by  
10 Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to  
11 the State of California's Office of Environmental Health Hazard Assessment and the remaining  
12 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code  
13 § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of  
14 California the appropriate civil penalties paid in accordance with this section.

#### 15 **4. REIMBURSEMENT OF FEES AND COSTS**

16 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this  
17 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
18 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
19 Sanrio then expressed a desire to resolve the fee and cost issue shortly after the other settlement  
20 terms had been finalized. The Parties then attempted to (and did) reach an accord on the  
21 compensation due to Plaintiff and his counsel under the private attorney general doctrine codified  
22 at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date of the  
23 Agreement. Under the private attorney general doctrine codified at Code of Civil Procedure  
24 § 1021.5, Sanrio shall reimburse Plaintiff and his counsel for fees and costs, incurred as a result  
25 of investigating, bringing this matter to Sanrio's attention, litigating and negotiating a settlement  
26 in the public interest. Sanrio shall pay Plaintiff and his counsel \$50,000 for all attorneys' fees,  
27 expert and investigation fees, and litigation costs. The payment shall be made payable to the  
28

1 "Chanler Law Group" and shall be delivered to Plaintiff's counsel on or before January 15, 2005  
2 at the following address:

3 CHANLER LAW GROUP  
4 Attn: Clifford A. Chanler  
5 71 Elm Street, Suite 8  
6 New Canaan, CT 06840

7 4.2 Except as specifically provided in this Consent Judgment, Sanrio shall have no  
8 further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with  
9 regard to the Products covered in this Action.

10 **5. RELEASE OF ALL CLAIMS**

11 5.1 **Plaintiff's Release of Sanrio.** In further consideration of the promises and  
12 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,  
13 Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors  
14 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or  
15 participate in, directly or indirectly, any form of legal action and release all claims, including,  
16 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
17 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
18 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or  
19 unknown, fixed or contingent (collectively "Claims"), against Sanrio and each of its  
20 manufacturers, distributors, wholesalers, licensors, licensees, auctioneers, retailers, dealers,  
21 customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries and  
22 their respective officers, directors, attorneys, representatives, shareholders, agents, and employees  
23 (collectively, "Sanrio Releasees") arising under Proposition 65, Business & Professions Code  
24 § 17200 et seq. and Business & Professions Code § 17500 et seq., related to Sanrio's or Sanrio  
25 Releasees' alleged failure to warn about exposures to or identification of Listed Chemicals  
26 contained in the Products.

27 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
28 binding resolution of any violation of Proposition 65, Business & Professions Code §§ 17200

1 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, that have been or could have been  
2 asserted in the Complaints against Sanrio for its alleged failure to provide clear and reasonable  
3 warnings of exposure to or identification of Listed Chemicals in the Products.

4 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights  
5 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
6 against the Sanrio Releasees arising under Proposition 65, Business & Professions Code §§ 17200  
7 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, related to each of the Sanrio  
8 Releasees' alleged failures to warn about exposures to or identification of Listed Chemicals  
9 contained in the Products and for all actions or statements made by Sanrio or its attorneys or  
10 representatives, in the course of responding to alleged violations of Proposition 65, Business &  
11 Professions Code §§ 17200 or Business & Professions Code §§ 17500 by Sanrio. Provided  
12 however, Plaintiff shall remain free to institute any form of legal action to enforce the provisions  
13 of this Consent Judgment.

14 It is specifically understood and agreed that the Parties intend that Sanrio's compliance  
15 with the terms of this Consent Judgment resolves all issues and liability now and in the future (so  
16 long as Sanrio complies with the terms of the Consent Judgment) concerning Sanrio and the  
17 Sanrio Releasees' compliance with the requirements of Proposition 65, Business and Professions  
18 Code §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, as to the Listed  
19 Chemicals in the Products.

20 **5.2 Sanrio's Release of Plaintiff.** Sanrio waives all rights to institute any form of  
21 legal action against Plaintiff, or his attorneys or representatives, for all actions taken or statements  
22 made by Plaintiff and his attorneys or representatives, in the course of seeking enforcement of  
23 Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business & Professions Code  
24 §§ 17500 *et seq.* in this Action.

## 25 **6. COURT APPROVAL**

26 This Consent Judgment is not effective until it is approved and entered by the Court and  
27 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
28 year after it has been fully executed by all Parties, in which event any monies that have been



1 provided to Plaintiff or his counsel pursuant to section 3 and/or section 4 above, shall be refunded  
2 within fifteen (15) days.

3 **7. SEVERABILITY**

4 If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
5 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
6 provisions remaining shall not be adversely affected.

7 **8. ATTORNEYS' FEES**

8 In the event that a dispute arises with respect to any provision(s) of this Consent  
9 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover  
10 reasonable and necessary costs and reasonable attorneys' fees incurred from the resolution of  
11 such dispute.

12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of  
14 California and apply within the State of California. In the event that Proposition 65 is repealed or  
15 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,  
16 then Sanrio shall have no further obligations pursuant to this Consent Judgment with respect to,  
17 and to the extent that, those Products are so affected.

18 **10. NOTICES**

19 All correspondence and notices required to be provided pursuant to this Consent Judgment  
20 shall be in writing and personally delivered or sent by: (i) first-class, registered, certified mail,  
21 return receipt requested or (ii) overnight courier on either Party by the other at the following  
22 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,  
23 specify a change of address to which all future notices and other communications shall be sent.)

24 To Sanrio:

25 Randy Patterson  
26 Sanrio, Inc.  
27 570 Eccels Avenue  
28 South San Francisco, CA 94080

1 With a copy to:

2 Robert L. Falk, Esq.  
3 Morrison & Foerster LLP  
4 425 Market Street  
5 San Francisco, CA 94105

6 To Plaintiff:

7 Clifford A. Chanler, Esq.  
8 Chanler Law Group  
9 71 Elm Street, Suite 8  
10 New Canaan, CT 06840

11 **11. NO ADMISSIONS**

12 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
13 Sanrio of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance  
14 with this Consent Judgment constitute or be construed as an admission by Sanrio of any fact,  
15 finding, conclusion, issue of issue of law, or violation of law, such being specifically denied by  
16 Sanrio. Sanrio reserves all of its rights and defenses with regard to any claim by any party under  
17 Proposition 65 or otherwise. However, this section shall not diminish or otherwise affect Sanrio's  
18 obligations, responsibilities and duties under this Consent Judgment.

19 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

20 This Consent Judgment may be executed in counterparts and by facsimile, each of which  
21 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
22 same document.

23 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

24 Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
25 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall  
26 present this Consent Judgment to the California Attorney General's Office within two (2) days  
27 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment  
28 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date  
a hearing is scheduled on such motion in the Superior Court for the City and County of  
San Francisco unless the Court allows a shorter period of time.

1     **14.     ADDITIONAL POST EXECUTION ACTIVITIES**

2             The Parties shall mutually employ their best efforts to support the entry of this Agreement  
3 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
4 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed  
5 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties  
6 agree to file a Joint Motion to Approve the Agreement (“Joint Motion”), the first draft of which  
7 Sanrio’s counsel shall prepare, within a reasonable period of time after the Execution Date (*i.e.*,  
8 not to exceed thirty (30) days unless otherwise agreed to by the Parties’ counsel based on  
9 unanticipated circumstances). Plaintiff’s counsel shall prepare a declaration in support of the  
10 Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be reimbursed  
11 pursuant to Section 4. Sanrio shall have no additional responsibility to Plaintiff’s counsel  
12 pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs  
13 incurred with respect to the preparation and filing of the Joint Motion and its supporting  
14 declaration or with regard to Plaintiff’s counsel appearing for a hearing or related proceedings  
15 thereon.

16     **15.     MODIFICATION**

17             This Consent Judgment may be modified, including pursuant to section 2.3(e) above, only  
18 by: (1) written agreement of the Parties and upon entry of a modified Consent Judgment by the  
19 Court thereon, or (2) motion of any Party as provided by law and upon entry of a modified  
20 Consent Judgment by the Court. The Attorney General shall be served with notice of any  
21 proposed modification to this Consent Judgment at least fifteen (15) days in advance of its  
22 consideration by the Court.

1 **16. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.

5  
6 **AGREED TO:**

**AGREED TO:**

7  
8 **Date:**

**Date:** 12/30/2004

9  
10 **By:**  
11 **Plaintiff Russell Brimer**

**By:**   
12 **Defendant Sanrio, Inc.**

13 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

14 **Date:**

**Date:**

15  
16 **CHANLER LAW GROUP**

**MORRISON & FOERSTER LLP**

17 **By:**  
18 **Clifford A. Chanler**  
19 **Attorneys for Plaintiff**  
20 **RUSSELL BRIMER**

**By:**  
21 **Robert L. Falk**  
22 **Attorneys for Defendant**  
23 **SANRIO, INC.**

24 **IT IS SO ORDERED.**

25 **Date:** \_\_\_\_\_

26 \_\_\_\_\_  
27 **JUDGE OF THE SUPERIOR COURT**

1 **16. AUTHORIZATION**


2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.

6 AGREED TO:

6 AGREED TO:

8 Date: 12-30-04

8 Date:

10 By:   
11 Plaintiff Russell Brimer

10 By:  
11 Defendant Sanrio, Inc.

13 APPROVED AS TO FORM:


13 APPROVED AS TO FORM:

14 Date: 12-30-04

14 Date:

16 CHANLER LAW GROUP

16 MORRISON & FOERSTER LLP

17 By:   
18 Clifford A. Chanler  
19 Attorneys for Plaintiff  
20 RUSSELL BRIMER

17 By:  
18 Robert L. Falk  
19 Attorneys for Defendant  
20 SANRIO, INC.

22 **IT IS SO ORDERED.**

24 Date: \_\_\_\_\_

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

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**16. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date:

Date:

By:  
Plaintiff Russell Brimer

By:  
Defendant Sanrio, Inc.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date:

Date: 12-30-04

CHANLER LAW GROUP

MORRISON & FOERSTER LLP

By:  
Clifford A. Chanler  
Attorneys for Plaintiff  
RUSSELL BRIMER

By: *Robert L. Falk*  
Robert L. Falk  
Attorneys for Defendant  
SANRIO, INC.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

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

## Exhibit A

All glass and/or ceramic glasses, mugs, bowls, teapots, and other tableware with colored designs and/or artwork on the exterior, including but not limited to:

02073	GLASS CUP & SAUCR ST K/T
02076	GLASS CUP & SAUCR ST M/M
02634	GLASSES PAIR:O FRNDS O/F
03152	3-DRINKING GLSS:SCENE KT
22889	GLASS:SMILE K/T
22898	GLASS: CHERRY M/M
22905	GLASS: COLORFUL S/S
27036	DRNKNG GLSS W/CSTR:F K/T
27040	DRNKNG GLSS W/CSTR:F S/N
29247	GLASS TUMBLER K/T
29249	GLASS TUMBLER B/C
29250	GLASS TUMBLER D/L
33072	4 DRNKNG GLSSES/BX:D S/N
33341	GLASS MUG SET DOT SN S/N
41575	DRINKING GLASS: PALM T/S
41589	DRINKING GLASS:F FLR K/T
41595	GLASS MUG SMILE K/T
41599	GLASS MUG: COLORFUL S/S
41602	GLASS MUG: CHERRY M/M
45002	GLASS CANISTER:L BER K/T
45012	GLASS CANISTER:L M/M
46797	HEATPROOF GLSS MUG:S K/T
46815	HEATPROOF GLSS MUG:S K/T
46818	HEATPROOF GLSS MUG:L S/N
64791	GLASS: RAINBOW C/N
67489	GLASS MUG:HAND-FRMNG K/T
67491	GLASS TUMBLER:HND-F K/T
67519	COLD NOODLE SERVICE SK/T
78504	WINE GLSS ST IN G.BX K/T
78517	GLASS CANISTER:RIBBN T/S
78553	GLASS TEA POT SCENE K/T
80774	GLASS:BOOK CN
81015	GLASS TUMBLER:FLWR C/O
89927	GLASS TUMBLER:LEI S/N
03129	TOOTHPICK HLDR:SCENE K/T
03134	SALT&PEPPR SHKR:SCNE K/T
03141	CRUET: SCENE KT K/T
04719	CEREAL BOWL:CLOVER C/O
10009	MUG C/I
14546	MUG D/K
25875	MUG:TIARA K/T
33188	MUG:WESTERN K/T
34260	MUG: DAISY D/L

1	34263	CEREAL BOWL: DAISY D/L
2	45248	STACKING MUG SET:BER K/T
2	45249	STACKING MUG SET:DOT M/M
3	45253	STACKING MUG SET:BEE U/S
3	45254	STACKABLE MUG CUP S/S
4	46791	MUG: SCENE P KT
4	46792	MUG: SCENE B K/T
5	46793	MUG: LINE SN S/N
6	46827	RICE BOWL:SCENE P K/T
6	46829	RICE BOWL:SCENE B KT
7	64239	MUG: CHARM T/S
7	65355	PORCELAIN TEA SET:DX PF K/T
8	65795	MUG: ICE SKATING K/T
9	65818	MINI PORCELAIN SET K/T
9	67451	MUG K/T
10	78507	PORCLN TEA CP :SUSHI K/T
10	78511	SAKE BOTTLE SET:SCNE K/T
11	78512	EARTHEN POT:SCENE K/T
11	78561	PORCELAIN TEA SET:ROOF S/N
12	78563	PORCLN TEA POT:RIBBN T/S
13	82099	TEA POT:DECORATION K/T
13	82115	TEA POT:DECORATION M/M
14	82118	DECORATIVE MUG K/T
14	82141	DECORATIVE MUG M/M
15	82153	DECORATIVE MUG U/S
16	88143	MUG: GRAD K/T
16	91850	MUG:HIBSCS 4PK/2BL K/T

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1 **Exhibit B**

2 **TEST PROTOCOL FOR LEAD RELEASE**

3 Externally Decorated Glassware  
4 Externally Decorated Ceramic Mugs

5  
6 Decorated Glassware:

- 7 1. Wash glass and dry.  
8 2. Totally immerse glass in beaker of acetic acid for 24 hours.  
9 3. Measure ppm lead in acid, compare to internal volume of glass.  
4. This procedure is attached.

10 Ceramic Mugs:

11 Use the ASTM C 738-81 test modified for total immersion and comparison to internal volume.

12 Lip and Rim Testing:

13 Not done as such. Since all drinking vessels are totally immersed, the lip and rim area is tested as  
14 a part of the whole.

15 Samples:

16 Six samples of each article, i.e., six randomly selected samples of each type decorated sample  
17 article. If a manufacturer wishes to distribute multiple different designs, six sample articles of  
18 each design should be submitted for testing. Six sample articles of each type design will be  
subjected to total immersion in acetic acid only.

19 Reagents:

- 20 1. Deionized or distilled deionized water.  
21 2. Acetic acid 4% solution by volume: 1 volume of glacial acetic acid to 24 volumes of  
distilled deionized water.

22 Sample Preparation:

23 Thoroughly cleanse each sample to be tested by immersing in a detergent rinse of a suitable  
24 household alkaline detergent. Rinse several times with deionized water followed by several  
25 rinses with distilled deionized water. Place the sample articles in a clean aluminum basket,  
26 (covered with clean paper towels), or suitable clean rack and allow to air dry. Reduce  
contamination to a Minimum at all times.

1 Procedure for Leaching Lead, (4% Acetic Acid Solution):

2 Once all the samples have been properly immersed in a suitable household alkaline detergent,  
3 subjected to proper rinses and air dried, place each sample individually into an appropriately sized  
4 acid cleaned, (lead free), glass beaker or clean Nalgene plastic beaker. Using prenumbered  
5 labels, label the outside of each beaker containing a sample and record this number on the  
6 worksheet. Add 4% acetic acid to each beaker containing a sample, filling the sample and the  
7 space between the sample and the beaker while covering the rim of the sample with the acetic  
8 acid solution. Record the volume of leaching solution used in milliliters next to the sample  
9 number on the worksheet. (Cover each beaker completely with aluminum foil to shield the  
10 contents from light.) Record the time and allow the beakers to remain undisturbed for a period of  
11 24 hours at 20 to 24° C (68 to 75° F). At the end of the 24 hour period mix the contents of each  
12 beaker well. To avoid contamination, wear disposable gloves and working with one beaker at a  
13 time, lift up the sample and pour the contents of the sample into the respective beaker. Using a  
14 clean disposable plastic pipet, swirl the contents of the beaker to properly mix the contents, drain  
15 the pipet into the solution and draw off an aliquot of sample and place it into corresponding  
16 specifically numbered clean plastic snap cap test tube. The number on the outside of the beaker  
17 and the number on the test tube should correspond. Once the aliquot of sample has been drawn  
18 off, rinse the sample under running water, dry the bottom of the sample with a paper towel and  
19 transfer the prenumbered label from the outside of the respective beaker to the bottom of the  
20 sample.

21 Testing:

22 Perform testing for lead using atomic absorption spectrophotometry as prescribed in ASTM  
23 methodology C 738-81 or C 927-80. Run each sample in duplicate along with appropriate  
24 standards as well as aliquots of 4% acetic acid solution and distilled deionized water in plastic test  
25 tubes. Correct for the blank if necessary. If a sample of unknown goes off scale make necessary  
26 dilutions using 4% acetic acid from the same batch prepared for leaching. Record results in ppm  
27 using the following calculations:

28 
$$\text{ug/dl} \times \text{dilution} = \text{ug/d} \div 100 = \text{ug/ml Pb} \times \text{volume of leaching solution used (ml)} =$$

$$\text{Total ug/Pb} \div \text{internal volume of the article to 7 mm(ml)} = \text{ppm leachable lead}$$

relative to the internal volume.

See attached laboratory report forms.

To Determine The Internal Volume:

Mark each unit 7 mm (1/4") below the rim on the outside of the sample. Fill each unit from a graduated cylinder to approximately 1/4" (6 to 7 mm) of overflowing. Measure and record the internal volume of each unit in milliliters.

1 When Reporting Final Results Include The Following:

- 2 1. The amount of leachable lead in ppm relative to the internal volume of the sample,  
3 average of six if possible.  
4 2. The distance of decoration below the rim in mm.

4 Materials Used In Testing Procedure:

5 Beakers - Nalgene, polypropylene, graduated 2000 ml.

6 Test tubes - Polystyrene with friction fit snap cap, sterile, 17x100m

7 Pipets - Kimble, serological, polystyrene, sterile, 10 ml.x 1/10.

8 Carboys - Nalgene, 20 liter, for mixing acetic acid solution.

9 Aluminum Baskets

10 Utility bath - 18-8 stainless steel, deep drawn, seamless construction  
11 with cover: holds 31 quarts. Overall dimensions length  
12 21 3/4", width 13 3/4", depth 8".

13 Utility bath - same as above, holds 20 quarts.

14 Gloves - vinyl, disposable.

15 Hot plate - VWR Scientific, Thermolyne, Type 2200, length 24", width 12"

16 Aluminum foil - to cover samples during the 24 hour period.

17 References:

18 1982 Annual Book Of ASTM Standards, Part 17, Refractories, Glass, Ceramic Materials; Carbon  
19 and Graphite Products:

20 pg. 757-759 ASTM Designation: C 738-81

21 pg. 999-1002 ASTM Designation: C 927-80

22 pg. 682 ASTM Designation: C 676-74 (reapproved 1980)

23 Lead and Cadmium in Decorated Glass Tumblers - Interagency Task Force Report, November 13,  
24 1978.