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17 **SUPERIOR COURT OF CALIFORNIA**
18 **FOR THE COUNTY OF ALAMEDA**

19 PEOPLE OF THE STATE OF CALIFORNIA,
20 ex rel. EDMUND G. BROWN, JR., Attorney
General, CARMEN A. TRUTANICH, Los
21 Angeles City Attorney, DAVID W.
PAULSON, Solano County District Attorney

22 Plaintiff,

23 v.

24 BEAULIEU GROUP, LLC, et al.
25 Defendants
26
27

Case No. RG 08407310

**CONSENT JUDGMENT AS TO
DEFENDANT ASTROTURF , LLC**

1 **1. INTRODUCTION**

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

16 1.2 AstroTurf, LLC , Crystal Products Co., Inc. d/b/a SYNLawN, UGTH Equipment,
17 LLC, General Sports Venue, LLC, and Synthetic Turf Resources, LLC (“Settling Defendants”)
18 are among the Defendants named in the complaint.

19 1.3 Settling Defendants are alleged to be interrelated corporations that, separately and
20 together, employ more than 10 persons and employed ten or more persons at all times relevant
21 to the allegations of the complaint.

22 1.4 Settling Defendants manufacture, license, distribute and/or sell Products in the
23 State of California and/or have done so in the past four years.

24 1.5 For purposes of this Consent Judgment only, the People and the Settling
25 Defendants stipulate that this Court has jurisdiction over the allegations of violations contained
26 in the People’s Complaint and personal jurisdiction over Settling Defendants as to the acts
27 alleged in the People’s Complaint, that venue is proper in Alameda County, and that this Court
28

1 has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which
2 were or could have been raised in the Complaint based on the facts alleged therein.

3 1.6 The People and Settling Defendants enter into this Consent Judgment as a full and
4 final settlement of all claims relating to Covered Products (as that term is defined below) arising
5 from the failure to warn regarding the presence of lead in such Products. By execution of this
6 Consent Judgment and agreeing to provide the relief and remedies specified herein, Settling
7 Defendants do not admit any violations of Proposition 65 or Business and Professions Code
8 sections 17200 *et seq.* or 17500, *et seq.* or any other law or legal duty. Except as expressly set
9 forth herein, nothing in this Consent Judgment shall prejudice, waive or impair any right,
10 remedy, or defense the People and Settling Defendants may respectively have in any other or in
11 future legal proceedings unrelated to these proceedings. However, this Paragraph shall not
12 diminish or otherwise affect the obligations, responsibilities, and duties of the parties under this
13 Consent Judgment, or the *res judicata* impacts of this Consent Judgment on other litigation
14 brought under Proposition 65 or the Business and Professions Code.

15 **2. DEFINITIONS**

16 2.1 The “Effective Date” of this Consent Judgment shall be the date on which the
17 Consent Judgment is entered as a judgment by the trial Court (“Effective Date”).

18 2.2 Covered Products shall mean (a) the products listed in Exhibit A to this Consent
19 Judgment and (b) any other artificial turf products that Settling Defendants may manufacture or
20 sell after the Effective Date.

21 2.3 “Cushioning Products” shall mean any foam layering or other products that are
22 installed under the Covered Products but are not attached to the Covered Products by the
23 manufacturer.

24 2.4 “Infill Products” shall mean any granular product, including, without limitation,
25 crumb, tire crumb, pellets, sand, or synthetic sand, that is installed under, on, or in connection
26 with any Covered Product.

27 2.5 “Old Covered Products” shall mean Covered Products that were Sold In California
28 before the Effective Date of this Judgment.

1 2.6 “Sold in California” means any Covered Product that is sold in the State of
2 California by Settling Defendants or by any, distributor, wholesaler or retailer that is authorized
3 by Settling Defendants, to sell the Covered Products. For purposes of this Judgment, the date of
4 sale shall be the later of the following: (a) the date of the sales contract; (b) the date that Settling
5 Defendants transport or dispatch the Covered Product into California; (c) the date that Settling
6 Defendants deliver, or cause the delivery of, the Covered Product to the installation site.

7 **3. INJUNCTIVE RELIEF: LEAD REDUCTION**

8 3.1 Immediate Product Reformulation. Immediately upon the Effective Date of this
9 Consent Judgment, Settling Defendants shall reduce the level of lead in the Covered Products
10 Sold in California from the current levels to a level no higher than 100 parts per million
11 (“Compliance Level”) as determined pursuant to the testing protocol in Exhibit B.

12 3.2 Further reductions in lead levels in Covered Products. In addition to the
13 requirements of Paragraph 3.1, and effective June 15, 2010, the Covered Products shall meet the
14 following additional requirements (which shall be referred to as the “Further Compliance
15 Level”):

16 (a) No portion of the Covered Product may have lead levels in excess of 50
17 parts per million, except:

18 (b) Field lines and markings (such as yard lines, goal lines and team names or
19 logos) may not have lead levels in excess of 100 parts per million.

20 In the event that Settling Defendants’ Covered Products violate the Further Compliance Level,
21 Settling Defendants will (i) consult with their suppliers and technical consultants; (ii) attempt to
22 locate the source of the elevated lead seen the laboratory results; and (iii) provide the Plaintiffs
23 with a report on this investigation and a proposal to prevent the situation from occurring in the
24 future. On approval by the Attorney General, Settling Defendants will implement this proposal.
25 In the event that the Attorney General incurs laboratory costs in reviewing such a proposal,
26 Settling Defendants will reimburse the Attorney General for reasonable laboratory costs actually
27 incurred.

28

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

2 4.1 The People allege that warnings are necessary as to the Old Covered Products
3 because these products cause continuing exposures to lead. Without admitting such allegations,
4 Settling Defendants agree to implement the following program to provide clear and adequate
5 warnings to persons who come into contact with turf products that were installed before the
6 Effective Date of this Judgment.

7 (a) Settling Defendants shall provide the mailed warnings and informational
8 materials attached hereto as Exhibit C, in English and Spanish, to all parties who
9 purchased Old Covered Products for installation within the State of California on or after
10 April 1, 2004 for Astro branded products and November 1, 2006 for the remaining
11 Covered Products. Settling Defendants will send these mailed warnings within thirty days
12 after receiving instructions to do so from the Attorney General.

13 (b) Beginning thirty days after the Effective Date, and for a period of two years
14 thereafter, Settling Defendants will establish a web site that complies with the provisions
15 of Exhibit C, which shall provide the following information, in English and Spanish, about
16 its products:

- 17 • Range of lead content for each Covered Product
- 18 • The date lead was phased out of each Covered Product
- 19 • A warning informing consumers that the products in question contain lead, which
20 is a chemical known to the State of California to cause cancer and reproductive
21 harm.
- 22 • Proposition 65 and other regulatory levels applicable to lead in consumer products.
- 23 • Links to specified sites
- 24 • Good maintenance practices to minimize lead transfer from Covered Products to
25 consumers.
- 26 • Actions consumers can take to minimize lead transfer from Covered Products to
27 consumers.
- 28 • Options for Lead Transfer Testing of Covered Products.

1 The initial design and content of the website, and any later changes to the website
2 will be subject to the advance approval of Plaintiffs, which shall not be
3 unreasonably withheld.

4 If a trade association, a group of turf companies, or other responsible entities create
5 a web site that is approved by Plaintiffs and satisfies the provisions of this
6 Paragraph 4.1(b), Settling Defendants may comply with the terms of this Paragraph
7 by placing a conspicuous link to that website on the websites maintained by
8 AstroTurf and SYNLawn.

9 **5. ADDITIONAL ACTIONS BY SETTLING DEFENDANTS**

10 5.1 Plaintiffs have agreed to accept the settlement payment set forth in Section 5.2 -
11 5.4 below (Civil Penalties, Cy Pres, Other Payments) based on Settling Defendants'
12 commitment to take additional actions. Specifically, Settling Defendants shall do the following:

13 (1) Replacing Certain Old Covered Products. Settling Defendants shall
14 replace any Old Covered Products in place as of the Effective Date and installed in
15 the State of California after April 1, 2004 for Astro branded products and
16 November 1, 2006 for the remaining Covered Products, if

17 i. The Old Covered Product was (i) installed at a licensed day
18 care facility, a school, a public playground, or a public playing field
19 and (ii) has been in place for more than 3 years but not more than 8
20 years.

21 ii. the Lead Transfer Testing conducted pursuant to Exhibit D
22 shows Available Lead Levels in excess of 0.1 micrograms per
23 square centimeter;

24 iii. The owner or operator of the day care center, school,
25 playground or playing field makes written request to AstroTurf that
26 the field be replaced, and this request is received by AstroTurf no
27 later than February 1, 2012. Settling Defendants shall not be
28

1 required to honor any requests for replacement of Old Covered
2 Product that are received after that date.

3 iv. The owner or operator shows proof of purchase and delivery
4 of the Covered Product to the location at issue.

5 (2) Maximum Expenditure. Settling Defendants shall not be required to
6 provide more than 20,000 square yards of turf in order to comply with the
7 provisions of this Section 5.1(1). Settling Defendants will monitor the number of
8 qualifying requests for replacement, and if it appears that this quantity of turf will
9 prove insufficient to achieve full compliance with those terms, Settling Defendants
10 shall, after receiving written approval and direction from Plaintiffs, pro-rate the
11 remaining funds among the remaining claimants.

12 (3) Quality. The quality of the replacement turf that Settling
13 Defendants provide pursuant to this section will be comparable to, or better than,
14 the turf that is being replaced.

15 5.2 Civil Penalties. On or before June 1, 2010, Settling Defendants shall pay a civil
16 penalty of \$ 17,500 pursuant to California Health & Safety Code §§ 25249.7(b) and 25249.12.
17 Pursuant to section 25249.12, 75% of these funds shall be remitted to the California Office of
18 Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25% apportioned
19 evenly among the Attorney General, the Los Angeles City Attorney, and the Solano County
20 District Attorney.

21 5.3 Cy Pres. Settling Defendants shall make the following payments in lieu of
22 penalties:

23 (a) Settling Defendants shall pay \$ 60,000 to the California Public Health
24 Trust. \$40,000 shall be paid within 30 days of the Effective Date and \$20,000 shall be paid on or
25 before February 15, 2010. These funds shall be used, as the Trust directs after conferring with
26 Plaintiffs, for some or all of the following:

27 (1) To fund independent testing, which shall be conducted pursuant to
28

1 the protocol attached as Exhibit D (Lead Transfer Testing), of Old Covered
2 Products currently installed and in place at licensed day care centers, schools, and
3 public playing fields in California; and to fund efforts to promote consistent testing
4 of Old Covered Products throughout California.

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

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

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

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

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

23 (b) On or before October 1, 2009, Settling Defendants shall pay \$30,000 to the
24 Office of Environmental Health Hazard Assessment (OEHHA), to be deposited into
25 OEHHA' Proposition 65 Fund, to be used, on appropriation of the Legislature, to fund to
26 fund a study or studies relating to potentially hazardous chemicals in Infill Products.
27 OEHHA shall coordinate these studies with studies that it may conduct pursuant to SB
28 1277 (Maldonado).

1 5.4 Other Payments. Settling Defendants shall also make the following payments:

2 (a) Attorney General. On or before June 1, 2010, Defendant shall pay the sum
3 of \$17,500 to the Attorney General, to reimburse the fees and costs his office has expended with
4 respect to this matter. Funds paid pursuant to this paragraph shall be placed in an interest-bearing
5 Special Deposit Fund established by the Attorney General. These funds, including any interest,
6 shall be used by the Attorney General, until all funds are exhausted, for the costs and expenses
7 associated with the enforcement and implementation of Proposition 65, including investigations,
8 enforcement actions, other litigation or activities as determined by the Attorney General to be
9 reasonably necessary to carry out his duties and authority under Proposition 65. Such funding may
10 be used for the costs of the Attorney General’s investigation, filing fees and other court costs,
11 payment to expert witnesses and technical consultants, purchase of equipment, travel, purchase of
12 written materials, laboratory testing, sample collection, or any other cost associated with the
13 Attorney General’s duties or authority under Proposition 65. Funding placed in the Special
14 Deposit Fund pursuant to this paragraph, and any interest derived therefrom, shall solely and
15 exclusively augment the budget of the Attorney General’s Office and in no manner shall supplant
16 or cause any reduction of any portion of the Attorney General’s budget.

17 (b) City Attorney and Solano County District Attorney. On or before June 1,
18 2010, Settling Defendants shall make payments of \$ 10,000 to the Los Angeles City Attorney and
19 \$ 10,000 to the Solano County District Attorney to defray the attorneys’ fees and costs these
20 offices have expended with respect to this matter.

21 (c) Center for Environmental Health/Other Private Parties. Within thirty days
22 of the Effective Date, and pursuant to Health & Safety Code section 25249.7(j), Settling
23 Defendants shall pay \$25,000 to the Center for Environmental Health and Lexington Law Group.
24 These payments represent full compensation from the Settling Defendants for (i) the assistance
25 that CEH has provided to the Plaintiffs and (ii) the fees and costs that CEH has incurred with
26 respect to this matter.

27 5.5 Each payment required by this Consent Judgment shall be made through the
28 delivery of separate checks payable to the applicable person, as follows:

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

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

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

12 (d) Office of Environmental Health Hazard Assessment. Payments due to the
13 OEHHA shall be made payable to the Office of Environmental Health Hazard Assessment and
14 sent to: Beverly Sloan, Senior Accounting Officer, Office of Environmental Health Hazard
15 Assessment, P.O. Box 4010, Sacramento, CA 95812-0410.

16 (e) Center for Environmental Health/Lexington Law Group. The payment due
17 to the Center for Environmental Health shall be made payable to the Lexington Law Group and
18 sent to: Mark N. Todzo, Lexington Law Group, LLP, 1627 Irving Street, San Francisco, CA
19 94122

20 (f) Copies of checks. Settling Defendants will cause copies of each and every
21 check issued pursuant to this Judgment to be sent to: Dennis A. Ragen, Deputy Attorney General,
22 110 West A. Street, Suite 1100, San Diego, California 92101

23 (g) Late Payment/Acceleration. If any payment required by Sections 5.2, 5.3
24 or 5.4 of this Judgment is not received by the due date, then Plaintiffs will provide Settling
25 Defendants ten (10) days’ notice of default. If Settling Defendants fails to cure the default within
26 said ten (10) days, then at the option of the Attorney General, all unpaid balances due pursuant to
27 those sections shall be accelerated, and shall become immediately due and payable, with interest
28 thereon as specified in section 685.010 of the Code of Civil Procedure, commencing to accrue

1 on the entire remaining unpaid balance of any sum pursuant those sections, as of the first day
2 immediately after the ten-day delinquency that preceded the notice of default. Code of Civil
3 Procedure section 1013, and the extensions provided for therein, shall not apply to nor extend any
4 deadline referred to in this paragraph or in Sections 5.2, 5.3 and 5.4 of this Judgment. If the
5 Attorney General declines to exercise and waives this optional acceleration as to any one or more
6 default(s) in payment, said waiver or waivers shall not constitute a waiver of this option in the
7 event of any other default. Defendants are permitted at their option to pre-pay any time the
8 remaining unpaid balance of any amount due in this judgment.

9 **6. MODIFICATION OF CONSENT JUDGMENT**

10 6.1 This Consent Judgment may be modified from time to time by express written
11 agreement of the Parties with the approval of the Court; by an order of this Court on noticed
12 motion from Plaintiffs or Defendant in accordance with law, for good cause shown; or by the
13 Court in accordance with its inherent authority to modify its own judgments.

14 6.2 Before filing an application with the Court for a modification to this Consent
15 Judgment, the party seeking modification shall meet and confer with the other party to
16 determine whether the modification may be achieved by consent. If a proposed modification is
17 agreed upon, then Settling Defendants and the Attorney General will present the modification to
18 the Court by means of a stipulated modification to the Consent Judgment.

19 **7. ENFORCEMENT**

20 7.1 Plaintiffs may, by motion or application for an order to show cause before this
21 Court, enforce the terms and conditions contained in this Consent Judgment. In any such
22 proceeding, Plaintiffs may seek whatever fines, costs, penalties, or remedies are provided by law
23 for failure to comply with the Consent Judgment and where said violations of this Consent
24 Judgment constitute subsequent violations of Proposition 65 or other laws independent of the
25 Consent Judgment and/or those alleged in the Complaint, the Plaintiffs are not limited to
26 enforcement of the Consent Judgment, but may seek in another action whatever fines, costs,
27 penalties, or remedies are provided for by law for failure to comply with Proposition 65 or other
28 laws. In any action brought by Plaintiffs or another enforcer alleging subsequent violations of

1 Proposition 65 or other laws, Settling Defendants may assert any and all defenses that are
2 available, including the *res judicata* or collateral estoppel effect of this Consent Judgment.

3 **8. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

4 8.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
5 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
6 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

7 **9. CLAIMS COVERED**

8 9.1 Full and Binding Resolution. This Consent Judgment is a full, final, and binding
9 resolution between the People and Settling Defendants, of any violation of Proposition 65.,
10 Business & Professions Code sections 17200 *et seq.* and 17500, *et seq.* or any other statutory or
11 common law claims that have been or could have been asserted in the Complaint against
12 Settling Defendants for failure to provide clear and reasonable warnings of exposure to lead
13 from the use of the Covered Products, or any other claim based on the facts or conduct alleged
14 in the Complaint, whether based on actions committed by Settling Defendants or by any entity
15 to whom Settling Defendants distribute or sells Covered Products, or any entity that sells the
16 Covered Products to consumers. Compliance with the terms of this Consent Judgment resolves
17 any issue now, in the past, and in the future, concerning compliance by any Settling Defendant,
18 its parents, shareholders, divisions, subdivisions, subsidiaries, sister companies, affiliates,
19 franchisees, cooperative members, and licensees; its distributors, wholesalers, and retailers who
20 sell Covered Products; and the predecessors, successors, and assigns of any of them, with the
21 requirements of Proposition 65 or Business and Professions Code sections 17200 *et seq.* and
22 17500 *et seq.* arising from exposures to lead in or from the Covered Products. This Consent
23 Judgment does not resolve any claims that Plaintiffs may assert with respect to (i) products other
24 than the Covered Products, or (ii) chemicals other than lead.

25 9.2 Covered Entities. Settling Defendants unconditionally guarantee that each other
26 Settling Defendant will fully comply with the applicable provisions of this Consent Judgment,
27 including the provisions of Sections 3 (Injunctive Relief: Lead Reduction) and 4 (Injunctive
28 Relief: Clear and Reasonable Warnings), and the applicable provisions of Section 5

1 (Additional Actions by Settling Defendants). If any such company fails to so comply with the
2 applicable provisions of this Consent Judgment, then in addition to Plaintiffs' other remedies,
3 Plaintiffs reserve the right to bring action, seeking penalties, injunctive and other relief, directly
4 against such company to redress that company's non-compliance.

5 9.3 Further Reservations: Without limiting the rights reserved to Plaintiffs in the
6 preceding paragraphs, Plaintiffs also reserve the right to bring actions, seeking penalties,
7 injunctive and other relief, against the following persons:

8 (a) Downstream Sellers. Distributors, wholesalers, and/or retailers who, after
9 the Effective Date of this Judgment: (i) sell Covered Products that contain lead levels in
10 excess of the applicable levels set forth in Section 2.1 of this Judgment (Injunctive Relief:
11 Lead Reduction), or (ii) otherwise fail to comply with, or impede the efforts of others to
12 comply with, the applicable terms of this Consent Judgment; and

13 (b) Undisclosed Affiliates. Any affiliate or subsidiary of Settling Defendants
14 that is not bound by the terms of this Consent Judgment.

15 (c) Not Applicable to Cushioning and Infill Products. This Consent Judgment
16 does not apply to any Cushioning Products or Infill Products. Plaintiffs expressly reserve
17 the right to bring claims against Settling Defendants or any distributors, wholesalers, or
18 retailers of Cushioning Products or Infill Products, for any violation of Proposition 65, the
19 Unfair Competition Law or any other applicable law or regulation, arising from the sale,
20 use of, or exposure to any Cushioning Products or Infill Products.

21 **10. ONGOING INVESTIGATION**

22 10.1 Plaintiffs are conducting an ongoing investigation of lead and other chemicals in
23 artificial turf and related products sold by companies other than Settling Defendants. In
24 connection with this investigation, Settling Defendants will, upon reasonable notice, provide
25 plaintiff with information, product samples, and other information and materials within their
26 possession, custody or control, or that are readily available to them, relevant to such
27 investigation, except to the extent that such information is privileged or otherwise protected
28 from disclosure.

1 **11. PROVISION OF NOTICE**

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

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

9 For the Attorney General:

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

13 and simultaneously to:

14 Robert Thomas, Legal Analyst,
15 Department of Justice,
15 1515 Clay Street, 20th Floor,
16 Oakland, CA 94612
16 Robert.Thomas@doj.ca.gov

17 For the Los Angeles City Attorney

18 Patty Bilgin, Supervising Attorney, Environmental Justice Unit
19 Office of the Los Angeles City Attorney
19 200 North Main Street, 500 City Hall East
20 Los Angeles, California 90012-4131
20 Patty.Bilgin@lacity.org

21 For the Solano County District Attorney

22 Criselda B. Gonzalez
23 Senior Deputy District Attorney
24 Office of the Solano County District Attorney
24 675 Texas Street, 4th Floor, Suite 4500
25 Fairfield CA 94533-6396
25 CGonzalez@SolanoCounty.com

For the Center for Environmental Health

Mark N. Todzo
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122
mtodzo@lexlawgroup.com

11.3 Notices for the Settling Defendants shall be sent to:

Joann Brown Williams
General Counsel
2680 Lakeland Road
Dalton, Georgia 30721
(706) 876-5556
jwilliams@textilemanagement.com

11.4 Written Certification. Within 15 days of any completing any action required by this Consent Judgment, and also on Plaintiffs' written request, Settling Defendants will provide Plaintiffs with written certification that the required action has been completed.

12. COURT APPROVAL

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

13. ENTIRE AGREEMENT

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

14. RETENTION OF JURISDICTION

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

1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO ORDERED and ADJUDGED:

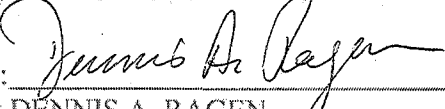
5 DATED: _____

6 JUDGE OF THE SUPERIOR COURT

7 IT IS SO STIPULATED:


8 DATED: August 13, 2009

9 EDMUND G. BROWN, JR.
10 Attorney General
11 J. MATTHEW RODRIQUEZ
12 Chief Assistant Attorney General
13 KEN ALEX
14 Senior Assistant Attorney General
15 EDWARD G. WEIL
16 Supervising Deputy Attorney General

17 By: 
18 DENNIS A. RAGEN
19 Deputy Attorney General
20 For Plaintiffs People of the State of California

21 DATED: August 13th, 2009

22 CARMEN A. TRUTANICH
23 Los Angeles City Attorney
24 EARL E. THOMAS,
25 Chief of Criminal and Special Litigation
26 ELISE A. RUDEN
27 Deputy City Attorney
28 VAUGHN MINASSIAN
Deputy City Attorney

By: 
PATRICIA BILGIN
Assistant City Attorney,
Environmental Justice Unit

DATED: August __, 2009

DAVID W. PAULSON,
District Attorney of Solano County

By: _____
CRISELDA B. GONZALEZ
Deputy District Attorney

1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO ORDERED and ADJUDGED:

5 DATED: _____

6 JUDGE OF THE SUPERIOR COURT

7 IT IS SO STIPULATED:

8 DATED: August __, 2009

EDMUND G. BROWN, JR.
Attorney General
9 J. MATTHEW RODRIQUEZ
Chief Assistant Attorney General
10 KEN ALEX
Senior Assistant Attorney General
11 EDWARD G. WEIL
Supervising Deputy Attorney General

12 By: _____

DENNIS A. RAGEN
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 DATED: August __, 2009

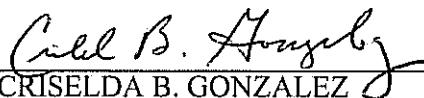
CARMEN A. TRUTANICH
16 Los Angeles City Attorney
17 EARL E. THOMAS,
Chief of Criminal and Special Litigation
18 ELISE A. RUDEN
Deputy City Attorney
19 VAUGHN MINASSIAN
Deputy City Attorney

20 By: _____

PATTY BILGIN
21 Assistant City Attorney,
22 Environmental Justice Unit

23 DATED: August 13, 2009

24 DAVID W. PAULSON,
25 District Attorney of Solano County

26 By: 
27 CRISELDA B. GONZALEZ
28 Deputy District Attorney

1 DATED: August 13, 2009

ASTROTURF, LLC

By: [Signature]

Its: President

2
3
4 DATED: August 13, 2009

CRYSTAL PRODUCTS CO., INC.
d/b/a SYNLAWN

By: [Signature]

Its: President

5
6
7
8 DATED: August 13, 2009

UGTH EQUIPMENT, LLC

By: [Signature]

Its: Member

9
10
11 DATED: August 13, 2009

SYNTHETIC TURF RESOURCES, LLC

By: [Signature]

Its: President

12
13
14
15 DATED: August 13, 2009

GENERAL SPORTS VENUE, LLC

By: [Signature]

Its: Secretary Treasurer

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Exhibit A

Covered Products

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- A 1 – AstroTurf Styles sold into California
- A 2 - Crystal Styles sold into California
- A 3 - SYNLawn Styles sold into California

AstroTurf Styles Sold Into California
5/2004 - 7/2009

4212	P0001
A0001	P3038
A5513	PB03
AT38	PF01
BCB10	PG32
BL10	RP02
CC2	RP04
DB40	RP07
E120T	RTT01
E200	SD01
E360	SPG1
E500	SPG2
E610H	SR01
E620H	SR21
E640H	ST65
E740	TELN
E750	TMINV
E840H	TPN
E840T	WG1
E955H	WG2
ET100	
FSF3	
G130	
G220	
G2625	
G3225	
G4019	
GC42	
GDXPE	
GM48	
GXD32	
LAN43	
LL1	
LS01	
LS05	
LS06	
LS21	
LSX3	
LX60	
MG1	
MG2	
MG3	
NGC42	
NGC52	

**Crystal Styles Sold Into California
2000 - 2009**

Bermuda I	E820
Bermuda II	E830
C1000	E840
C2000	E955H
C3000	FSF3
C4000	G110
C5000	G120
Concepts	G130
Designer Choice	G410
Duro Turf	G430
Heather Point	G450
Legend	GM48
Leisure Turf	LS01
Marine Carpet	LS02
Master Turf	LS03
Natural Weave	LS21
Palace Gates	LS31
Precepts	LSX1
ST18	LSX2
ST24	LSX3
ST48	PE40
Turflawn	PE50
ST35	PF01
	PS100
AT26	PS400
AT38	PS700
E100	RP01
E200	RP02
E300	RP03
E355	RP04
E360	RP06
E400	RP07
E500	SPFT
E550	SW38
E610	TL100
E620	TL120
E630	TL80
E640	TP28
E710	TP38
E730	TP40
E740	TP41
E750	TP42
E800	TP50
E810	

SYNLawn Styles Sold Into California

11/2006 - 7/2009

BG28 basix by synlawn 28	SG320 SYNGreen 320
BG30 basix by synlawn 30	SG322 SYNGreen 322
BL10 basix by synlawn 10	SG324 SYNGreen 324
BL100 basix by synlawn 100	SM110 SYNMarathon 110
BL20 basix by synlawn 20	SM112 SYNMarathon 112
BL30 basix by synlawn 30	SM114 SYNMarathon 114
BL40 basix by synlawn 40	SM120 SYNMarathon 120
BL60 basix by synlawn 60	SM130 SYNMarathon 130
BL70 basix by synlawn 70	SM210 SYNMarathon 210
BL80 basix by synlawn 80	SM220 SYNMarathon 220
SA100 SYNAugustine 100	SM222 SYNMarathon 222
SA130 SYNAugustine 130	SM230 SYNMarathon 230
SA140 SYNAugustine 140	SM240 SYNMarathon 240
SA230 SYNAugustine 230	SM310 SYNMarathon 310
SA240 SYNAugustine 240	SM312 SYNMarathon 312
SA330 SYNAugustine 330	SM320 SYNMarathon 320
SA340 SYNAugustine 340	SM330 SYNMarathon 330
SB100 SYNBlue 100	SM355 SYNMarathon 355
SB200 SYNBlue 200	SP300 SYNPlay 300
SC100 SYNFringe 100	SP320 SYNPlay 320
SC200 SYNFringe 200	SR100 SYNRe 100
SC210 SYNFringe 210	SR200 SYNRe 200
SD200 SYNBermuda 200	SS300 SYNSod 300
SD210 SYNBermuda 210	ST100 SYNTipede 100
SD300 SYNBermuda 300	ST110 SYNTipede 110
SD310 SYNBermuda 310	ST120 SYNTipede 120
SF100 SYNFescue 100	ST200 SYNTipede 200
SF110 SYNFescue 110	ST220 SYNTipede 220
SF120 SYNFescue 120	ST320 SYNTipede 320
SF214 SYNFesuce 214	
SF220 SYNFescue 220	
SF222 SYNFescue 222	
SF310 SYNFescue 310	
SF320 SYNFescue 320	
SF340 SYNFescue 340	
SF355 SYNFescue 355	
SG100 SYNGreen 100	
SG110 SYNGreen 110	
SG134 SYNGreen 134	
SG138 SYNGreen 138	
SG150 SYNGreen 150	
SG200 SYNGreen 200	
SG300 SYNGreen 300	

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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.

1 **Exhibit C**

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4 Dear Customer:

5 Our records show that you purchased [AstroTurf, SYNLaw] products during the past ___
6 years. This letter is written to inform you that certain [AstroTurf, SYNLaw] products contain
7 lead. Specifically, the following Astroturf products contained lead at levels in excess of 100 parts
8 per million (ppm):

9 [List Products]

10

11 WARNING – The artificial turf products listed above contain lead, which is a chemical
12 known to the state of California to cause cancer and reproductive harm.

13

14 Lead was phased out of these products on the following dates:

15 Product Date

16 [Insert Product Name and Dates]

17

18 The following products have never contained lead in excess of 100 ppm.

19 [Insert Product Names]

20

21 Good maintenance practices can reduce exposures to lead from these products. These
22 practices include the following:

- 23
- 24 a. Keeping turf fields well-maintained and groomed and reducing surface dust and
25 particles that could be ingested
 - 26 b. Students and players should wash their hands after playing on a field.
 - 27 c. Food, beverages and other ingestible items should not be allowed on the field
 - 28 d. Equipment and clothing used when playing on the turf should be cleaned after use.

For other information about this issue, please check the following links:

A program for testing exposures from turf products that are installed at day care facilities,
schools, public playgrounds, and public playing fields is now being administered by [Text to be
provided by Attorney General]. In order to participate in program, please contact:
[Text and further detail as to the program to be provided by the Attorney General.]

[Settling Defendants will consult with the Attorney General prior to finalizing the inserts to this
letter.]

Exhibit D

Lead Transfer Testing

Lead Transfer Testing shall be conducted as follows:

Materials

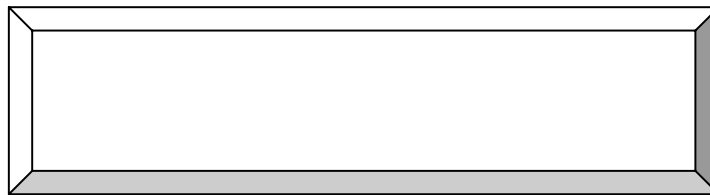
The materials used for sampling shall be lead free

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 in Attachment D-1.

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

4 **Sampling**

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

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

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

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

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

- 19 4. Refold the wipe with the exposed sides in to form a square, and place it in a
20 new plastic bag. Seal and label the bag.
- 21 5. Discard the gloves. Clean the template if one was used. Discard the
22 masking tape, if used.
- 23 6. For each field set of samples, the sampling method blanks shall consist of
24 two unused wipes with packaging removed, each in an individual bag. If
25 the amount of Pb in a blank wipe does not reasonably closely match its
26 paired mate, or if both blank wipes are above an expected background
27 level, the sampling for that field set must be redone on areas not previously
28 wiped.

25 **Lab Analysis**

26 Lab Analysis will be conducted according to Exhibit B - 1

1 **Calculations**

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

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

6
$$\frac{(\text{ug lead on a wipe} - \text{average ug lead on the blank wipes for that field set})}{(500\text{cm}^2 * 5 \text{ strokes})} = \text{ug lead /cm}^2 / \text{stroke}$$

7
8 The average (mean) for the field of artificial turf is the sum of the ug lead /cm² /
stroke result for each of the 5 sections, divided by 5.

9 **Consultation**

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

14 The resulting lead levels shall be deemed to be the Available Lead Level pursuant to this
15 Judgment. These procedures and methods are meant only for use in this Judgment as a
16 method of determining when removal of an existing field is appropriate. They have not
17 been approved by the Plaintiffs or Settling Defendants 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.

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Exhibit D
Attachment D-1

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