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13 200 North Main Street, 500 City Hall East  
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17 **DAVID W. PAULSON**, District Attorney of Solano County  
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24 Attorneys for Plaintiffs

25 SUPERIOR COURT OF THE STATE OF CALIFORNIA

26 COUNTY OF ALAMEDA

27 PEOPLE OF THE STATE OF CALIFORNIA, ex ) Case No. RG 08-407310  
28 rel. EDMUND G. BROWN JR., Attorney )  
General, ROCKARD J. DELGADILLO, Los ) Assigned For All Purposes To The  
Angeles City Attorney, and DAVID W. ) Honorable Robert B. Freedman  
PAULSON, Solano County District Attorney, )  
Plaintiffs, ) **CONSENT JUDGMENT AS TO**  
v. ) **DEFENDANT FIELDTURF USA,**  
BEAULIEU GROUP, LLC, et al., ) **INC.**  
Defendants. )

1       **1. INTRODUCTION**

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

16           1.2     Fieldturf USA, Inc. (“FieldTurf”) is among the Defendants named in the  
17 complaint.

18           1.3     FieldTurf is a corporation that employs more than 10 persons and employed ten or  
19 more persons at all times relevant to the allegations of the complaint, and that manufactures,  
20 distributes, and/or sells Products in the State of California or has done so in the past.

21           1.4     For purposes of this Consent Judgment only, the People and the FieldTurf stipulate  
22 that this Court has jurisdiction over the allegations of violations contained in the People’s  
23 Complaint and personal jurisdiction over FieldTurf as to the acts alleged in the People’s  
24 Complaint, that venue is proper in Alameda County, and that this Court has jurisdiction to enter  
25 this Consent Judgment as a full and final resolution of all claims that were or could have been  
26 raised in the Complaint based on the facts alleged therein.

27           1.5     The People and FieldTurf enter into this Consent Judgment as a full and final  
28 settlement of all claims relating to Covered Products (as that term is defined below) arising from

1 the failure to warn regarding the presence of lead in Covered Products. By execution of this  
2 Consent Judgment and agreeing to provide the relief and remedies specified herein, FieldTurf  
3 does not admit any violations of Proposition 65 or the UCL or any other law or legal duty. Except  
4 as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive or impair  
5 any right, remedy, or defense the People and FieldTurf may respectively have in any other or in  
6 future legal proceedings unrelated to these proceedings. However, this Paragraph shall not  
7 diminish or otherwise affect the obligations, responsibilities, and duties of the parties under this  
8 Consent Judgment, or the *res judicata* impacts of this Consent Judgment on other litigation  
9 brought under Proposition 65.

10 **2. DEFINITIONS**

11 2.1 “Effective Date” means the date on which this Consent Judgment is entered by the  
12 Court.

13 2.2 “Covered Product” means an artificial turf system installed in California that is  
14 manufactured or distributed by FieldTurf, and the components of such system, including but not  
15 limited to fiber, backing, and cushioning. “Covered Product” does not include granular  
16 cushioning products (for example, crumb, tire crumb sand or synthetic sand.)

17 2.3 “Old Covered Product” means a Covered Product that was installed in California  
18 prior to November 2003. Field Turf represents that its turf fibers sold in the State of California in  
19 and after November 2003 have uniformly had a lead content of less than 100 ppm.

20 **3. INJUNCTIVE RELIEF**

21 3.1 **Lead Content.** On and after the Effective Date, FieldTurf shall not (i) install in  
22 California, or (ii) distribute, donate, offer for sale or sell for installation in California, any  
23 Covered Products which contain lead in excess of 50 parts per million (ppm). Compliance with  
24 this Section 3.1 shall be determined by EPA Methods 3050B and 6010c or 6020A, or equivalent  
25 methods of analysis.

26 ///

27 ///

28

1           **3.2 Customer Communications:** FieldTurf shall send a letter in substantially the  
2 same form as Exhibit A.1 to those Customers (“Customer” means the owner or operator of a  
3 Covered Product) who have Old Covered Products in place on their premises in California as of  
4 the Effective Date. Field Turf shall provide its authorized distributors and retailers  
5 (“Distributors”) with copies of this Consent Judgment, to the extent that it can locate these  
6 Distributors after employing reasonable efforts. In order to qualify for the protections set forth in  
7 Section 8.1 of this Judgment (Full and Binding Resolution), each Distributor must send a letter in  
8 substantially the same form as Exhibit A.2 to those of its Customers who have Old Covered  
9 Products in place on their premises in California as of the Effective Date.

10           **3.3 Discounted Replacement of Certain Old Covered Products.**

11           3.3.1 Subject to its option to perform maintenance under Section 3.3.4, FieldTurf  
12 shall offer a new artificial turf system at a Discount Replacement Cost, as specified in  
13 Section 3.3.2, for any Old Covered Product if:

14                   (a) Lead Transfer Testing conducted pursuant to Exhibit B shows  
15 Available Lead Levels on the Old Covered Product in excess of 0.1 micrograms per  
16 square centimeter per wipe; and

17                   (b) The Customer purchased the turf product from Field Turf (rather  
18 than from an authorized distributor) and the Customer requests in writing that the Old  
19 Covered Product be replaced at the Discounted Replacement Cost prior to the  
20 expiration of the warranty for the Old Covered Product, and the Old Covered Product  
21 has not been previously replaced or removed.

22           3.3.2 The Discounted Replacement Cost shall be determined by multiplying the  
23 Customer’s cost of replacing the Old Covered Product with an equivalent new Covered  
24 Product by the ratio of the number of months between the date that installation of the Old  
25 Covered Product was substantially completed and the date of the request by the Customer  
26 for a discounted replacement, divided by the number of months in the warranty period.  
27 FieldTurf represents that the warranty periods for its Old Covered Products were never  
28 less than eight (8) years.

1           3.3.3 FieldTurf’s liability for Discounted Replacement Cost shall not exceed the  
2 cost of installing 100,000 square yards of replacement Covered Product.

3           3.3.4 At its option, upon receiving a written request to replace an Old Covered  
4 Product, FieldTurf may perform recommended maintenance procedures on the Old  
5 Covered Product and re-test the Old Covered Product pursuant to the Lead Transfer  
6 Testing protocol included in Exhibit B. If the re-test does not exceed 0.1 micrograms per  
7 square centimeter per wipe, FieldTurf shall not be required to replace the Old Covered  
8 Product, but shall perform recommended maintenance for the Old Covered Product at its  
9 recommended intervals until the expiration of the warranty period for the Old Covered  
10 Product. If the re-test does exceed 0.1 micrograms per square centimeter per wipe,  
11 FieldTurf shall replace the Old Covered Product pursuant to the terms and conditions set  
12 forth above.

13  
14 **4. PAYMENTS**

15           4.1 **Civil Penalties.** Within 30 days of the Effective Date, FieldTurf shall pay a civil  
16 penalty of \$ 22,500 pursuant to California Health & Safety Code sections 25249.7(b) and  
17 25249.12. Pursuant to section 25249.12, 75% of these funds shall be remitted to the California  
18 Office of Environmental Health Hazard Assessment (“OEHHA”), and the remaining 25%  
19 apportioned evenly among the Attorney General, the Los Angeles City Attorney, and the Solano  
20 County District Attorney.

21           4.2 **Cy Pres.** Within 30 days of the Effective Date, Defendant shall make cy pres  
22 payments in the aggregate amount of \$ 75,000 to be distributed as follows:

23           4.2.1 FieldTurf shall pay \$50,000 to the California Public Health Trust. These  
24 funds shall be used, as the Trust directs after conferring with the People, for some or all of  
25 the following:

26                   (a) To fund independent testing, which shall be conducted pursuant  
27 to the protocol attached as Exhibit B (Lead Transfer Testing), of Old Covered Products  
28 currently installed in California.

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

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

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

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

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

19 4.2.2 Within 30 days of the Effective Date, FieldTurf shall pay \$ 25,000 to the  
20 Office of Environmental Health Hazard Assessment (OEHHA), to be deposited into  
21 OEHHA' Proposition 65 Fund, to be used, on appropriation of the Legislature, to fund to  
22 fund a study or studies relating to Artificial Turf products, including potentially hazardous  
23 chemicals in Infill Products. OEHHA shall coordinate these studies with studies that it  
24 may conduct pursuant to SB 1277 (Maldonado).

25 4.3 **Other Payments.** Within 30 days of the Effective Date, FieldTurf shall also make  
26 the following payments:

27 4.3.1 **Attorney General.** Defendant shall pay \$25,000 to the Attorney General,  
28 to reimburse the fees and costs his office has expended with respect to this matter. Funds

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

15 **4.3.2 City Attorney and Solano County District Attorney.** FieldTurf pay  
16 \$25,000 to the Los Angeles City Attorney and \$20,000 to the Solano County District  
17 Attorney to defray the attorneys' fees and costs these offices have expended with respect  
18 to this matter.

19 **4.3.3 Center for Environmental Health/Other Private Parties.** Pursuant to  
20 Health & Safety Code section 25249.7(j), FieldTurf shall pay \$45,000 to the Center for  
21 Environmental Health. These payments represent full compensation for the assistance  
22 that CEH has provided to the People and the fees and costs that it has incurred with  
23 respect to this matter.

24 4.4 Each payment required by this Consent Judgment shall be made through the  
25 delivery of separate checks payable to the applicable person, as follows:

26 4.4.1 Attorney General. Payments due to the Attorney General shall be made  
27 payable to the "California Department of Justice," and sent to the attention of Robert  
28

1 Thomas, Legal Analyst, Department of Justice, 1515 Clay Street, 20th Floor, Oakland,  
2 CA 94612.

3 4.4.2 City Attorney. Payments due to the City Attorney shall be made payable to  
4 the “Office of the Los Angeles City Attorney” and sent to: Patty Bilgin, Supervising  
5 Attorney, Environmental Justice Unit, Office of the Los Angeles City Attorney 200 North  
6 Main Street, 500 City Hall East, Los Angeles, California 90012-4131.

7 4.4.3 Solano County District Attorney. Payments due to the Solano County  
8 District Attorney shall be made payable to the “Office of the Solano County District  
9 Attorney” and sent to: Criselda B. Gonzalez, Senior Deputy District Attorney, Office of  
10 the Solano County District Attorney, 675 Texas Street, 4th Floor, Suite 4500, Fairfield  
11 CA 94533-6396.

12 4.4.4 Office of Environmental Health Hazard Assessment. Payments due to  
13 OEHHA shall be made payable to the Office of Environmental Health Hazard Assessment  
14 and sent to: Beverly Sloan, Senior Accounting Officer, Office of Environmental Health  
15 Hazard Assessment, P.O. Box 4010, Sacramento, CA 95812-0410.

16 4.4.5 Center for Environmental Health. The payment due to the Center for  
17 Environmental Health shall be made payable to the Lexington Law Group and sent to:  
18 Mark N. Todzo, Lexington Law Group, LLP, 1627 Irving Street, San Francisco, CA  
19 94122.

20 4.4.6 Copies of checks. FieldTurf will cause copies of each and every check  
21 issued pursuant to this Judgment to be sent to: Dennis A. Ragen, Deputy Attorney  
22 General, 110 West A. Street, Suite 1100, San Diego, California 92101

23 **5. MODIFICATION OF CONSENT JUDGMENT**

24 5.1 This Consent Judgment may be modified from time to time by express written  
25 agreement of the Parties with the approval of the Court; by an order of this Court on noticed  
26 motion from the People or Defendant in accordance with law; or by the Court in accordance with  
27 its inherent authority to modify its own judgments.

28



1           5.2     Before filing an application with the Court for a modification to this Consent  
2 Judgment, the Party seeking modification shall meet and confer with the other Party to determine  
3 whether the modification may be achieved by consent. If a proposed modification is agreed upon,  
4 then FieldTurf and the Attorney General will present the modification to the Court by means of a  
5 stipulated modification to the Consent Judgment.

6     **6.     ENFORCEMENT**

7           6.1     The People may, by motion or application for an order to show cause before this  
8 Court, enforce the terms and conditions contained in this Consent Judgment. In any such  
9 proceeding, the People may seek whatever fines, costs, penalties, or remedies are provided by law  
10 for failure to comply with the Consent Judgment and where said violations of this Consent  
11 Judgment constitute subsequent violations of Proposition 65 or other laws independent of the  
12 Consent Judgment and/or those alleged in the Complaint, the People are not limited to  
13 enforcement of the Consent Judgment, but may seek in another action whatever fines, costs,  
14 penalties, or remedies are provided for by law for failure to comply with Proposition 65 or other  
15 laws. In any action brought by the People or another enforcer alleging subsequent violations of  
16 Proposition 65 or other laws, FieldTurf may assert any and all defenses that are available,  
17 including the *res judicata* or collateral estoppel effect of this Consent Judgment.

18     **7.     AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

19           7.1     Each signatory to this Consent Judgment certifies that he or she is fully authorized  
20 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
21 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

22     **8.     CLAIMS COVERED**

23           8.1     **Full and Binding Resolution.** This Consent Judgment is a full, final, and binding  
24 resolution between the People and FieldTurf and its parents, shareholders, divisions, subdivisions,  
25 subsidiaries, partners, sister companies, and affiliates, and their successors and assigns  
26 (“Defendant Releasees”), and all entities to whom they distribute or sell Covered Products,  
27 including but not limited to distributors, wholesalers, customers, installers and any entity that  
28 maintains or operates a facility at which the Covered Products are installed (“Downstream

1 Defendant Releasees”), of any violation of Proposition 65, the UCL, or any other statutory or  
2 common law claims that have been or could have been asserted in the Complaint against  
3 FieldTurf, Defendant Releasees, and Downstream Defendant Releasees, for failure to provide  
4 clear and reasonable warnings of exposure to lead from the use of the Covered Products  
5 Compliance with the terms of this Consent Judgment resolves any issue now, in the past, and in  
6 the future, concerning compliance by FieldTurf, Defendant Releasees, and Downstream  
7 Defendant Releasees with the requirements of Proposition 65 or the UCL arising from exposures  
8 to lead in or from the Covered Products.

9 8.2 This Consent Judgment does not resolve any claims that the People may assert  
10 with respect to:

- 11 (a) Products other than the Covered Products;
- 12 (b) Chemicals other than lead.

13 8.3 Further Reservations: Without limiting the rights reserved to Plaintiffs in the  
14 preceding paragraphs, Plaintiffs also reserve the right to assert claims against any Defendant  
15 Releasee or Downstream Defendant Releasee who after the Effective Date of this Judgment: (i)  
16 sells Covered Products that contain lead levels in excess of the applicable levels set forth in  
17 Section 3.1 of this Judgment (Lead Content), (ii) fails to provide its customers with the letter  
18 required by Section 3.2 (Customer Communications) within 60 days of receiving a copy of this  
19 Consent Judgment; or (iii) otherwise fails to comply with, or impedes the efforts of others to  
20 comply with, the applicable terms of this Consent Judgment.

## 21 **9. ONGOING INVESTIGATION**

22 9.1 The People are conducting an ongoing investigation of lead and other chemicals in  
23 artificial turf and related products sold by companies other than FieldTurf. In connection with  
24 this investigation, FieldTurf will, upon reasonable notice, provide the People with information,  
25 product samples, and other information and materials within their possession, custody or control,  
26 or that are readily available to it, relevant to such investigation, except to the extent that such  
27 information is privileged or otherwise protected from disclosure.

28

1     **10.     PROVISION OF NOTICE**

2             10.1     When any Party is entitled to receive any notice under this Consent Judgment, the  
3 notice shall be sent by overnight courier service to the person and address set forth in this  
4 Paragraph. Any Party may modify the person and address to whom the notice is to be sent by  
5 sending each other Party notice by certified mail, return receipt requested. Said change shall take  
6 effect for any notice mailed at least five days after the date the return receipt is signed by the  
7 Party receiving the change.

8             10.2     Notices shall be sent by First Class Mail or overnight delivery to the following  
9 when required:

10            For the Attorney General:

11                     Dennis A. Ragen, Deputy Attorney General  
12                     California Department of Justice  
13                     110 West A. Street, Suite 1100  
14                     San Diego, CA 92101  
15                     Dennis.Ragen@doj.ca.gov  
16                     Telephone: (619) 645-2016  
17                     Facsimile: (619) 645-2012

18                     and simultaneously to:

19                     Robert Thomas, Legal Analyst,  
20                     Department of Justice,  
21                     1515 Clay Street, 20th Floor,  
22                     Oakland, CA 94612  
23                     Robert.Thomas@doj.ca.gov

24            For the Los Angeles City Attorney

25                     Patty Bilgin, Supervising Attorney, Environmental Justice Unit  
26                     Office of the Los Angeles City Attorney  
27                     200 North Main Street, 500 City Hall East  
28                     Los Angeles, California 90012-4131  
29                     Patty.Bilgin@lacity.org

30            For the Solano County District Attorney

31                     Criselda B. Gonzalez  
32                     Senior Deputy District Attorney  
33                     Office of the Solano County District Attorney  
34                     675 Texas Street, 4th Floor, Suite 4500  
35                     Fairfield CA 94533-6396  
36                     CGonzalez@SolanoCounty.com

1  
2           For the Center for Environmental Health

3           Mark N. Todzo  
4           Lexington Law Group, LLP  
5           1627 Irving Street  
6           San Francisco, CA 94122  
7           mtodzo@lexlawgroup.com

8           10.3   Notices for the FieldTurf shall be sent to:

9           Fieldturf USA, Inc.

10          Marie-France Nantel  
11          Director of Legal Services  
12          Tarkett Sports  
13          8089 Montview Road  
14          Montreal Quebec H4P 2L7  
15          Canada  
16          Tel: (514) 340-9311 ext. 108/Fax (514) 904-9311  
17          Marie-France.Nantel@tarkettsports.com

18          With a copy to:

19          Jeffrey B. Margulies  
20          FULBRIGHT & JAWORSKI L.L.P.  
21          555 South Flower Street, 41st Floor  
22          Los Angeles, California 90071  
23          Tel: (213) 892-9286/Fax: (213) 892-9494  
24          jmargulies@fulbright.com

25       **11.    COURT APPROVAL**

26           11.1   This Consent Judgment shall be submitted to the Court for entry by noticed motion  
27           or as otherwise may be required or permitted by the Court. If this Consent Judgment is not  
28           approved by the Court, it shall be of no force or effect and may not be used by the People or  
29           FieldTurf for any purpose.

30       **12.    ENTIRE AGREEMENT**

31           12.1   This Consent Judgment contains the sole and entire agreement and understanding  
32           of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
33           negotiations, commitments and understandings related hereto. No representations, oral or  
34           otherwise, express or implied, other than those contained herein have been made by any Party  
35           hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
36           to exist or to bind any of the Parties.

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**13. RETENTION OF JURISDICTION**

13.1 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.

**14. EXECUTION IN COUNTERPARTS**

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

**IT IS SO ORDERED and ADJUDGED:**

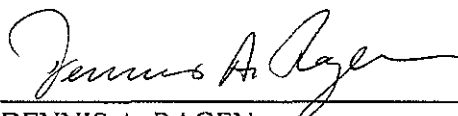
DATED: \_\_\_\_\_

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JUDGE OF THE SUPERIOR COURT

**IT IS SO STIPULATED:**

DATED: June 22, 2010

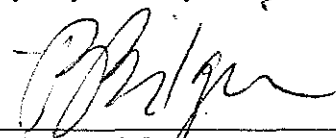
EDMUND G. BROWN, JR.  
Attorney General  
J. MATTHEW RODRIQUEZ  
Chief Assistant Attorney General  
KEN ALEX  
Senior Assistant Attorney General

By: 

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

DATED: 6/22/10

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

By: 

PATTY BILGIN  
Supervising Attorney,  
Environmental Justice and Protection Section

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DATED: June 22, 2010

DAVID W. PAULSON,  
District Attorney of Solano County

By: *Criselda B. Gonzalez*  
CRISELDA B. GONZALEZ  
Deputy District Attorney

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

FIELDTURF USA, INC

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

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

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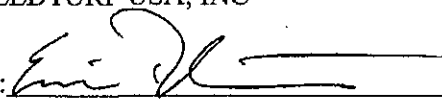
DAVID W. PAULSON,  
District Attorney of Solano County

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

CRISELDA B. GONZALEZ  
Deputy District Attorney

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

FIELDTURF USA, INC

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

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

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**EXHIBIT A-1**  
**LETTER TO CUSTOMERS OF OLD COVERED PRODUCTS WHO PURCHASED**  
**DIRECTLY FROM FIELD TURF**

Dear Customer:

Our records show that your FieldTurf system was installed prior to November 2003. This letter is written to inform you that certain FieldTurf systems installed prior to November 2003 contain lead in the turf fibers. **WARNING** - Lead is a chemical known to the state of California to cause cancer and reproductive harm.

FieldTurf has, at its core, a commitment to the health and safety of athletes and the environment. FieldTurf was created solely to provide athletes of all ages a safe playing surface.

While some of our turf systems installed prior to November 2003 do contain lead levels exceeding the levels that the California Attorney General claims require a warning under Prop 65, experts confirm that there would be minimal absorption of lead through the skin, and the inhalation of lead dust from the field is also expected to be minimal, as any dust is likely to adhere to the turf fiber or rubber crumb padding rather than becoming airborne.

Therefore, any lead exposure is likely to be caused by “hand-to-mouth” contact, and good maintenance practices can reduce this type of exposure to lead from these products.

These practices include the following:

- a. Keeping turf fields well-maintained and groomed and reducing surface dust and particles that could be ingested
- b. Students and players should wash their hands after playing on a field, and should avoid eating food while seated on the turf surface.
- c. Equipment and clothing used when playing on the turf should be cleaned after use.
- d. Children should not swallow the crumb rubber pellets that are used as cushioning materials under the fields.

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

- <http://www.cpsc.gov/cpsc/pub/prerel/prhtml08/08348.html>
- [http://www.epa.gov/nerl/features/tire\\_crumbs.html](http://www.epa.gov/nerl/features/tire_crumbs.html)

A program for testing exposures from FieldTurf products is now being administered by reputable testing laboratory Conestoga-Rovers & Associates (CRA). If you desire to have your field tested, please contact Dale Marino at 585-723-3140 and [dmarino@CRAworld.com](mailto:dmarino@CRAworld.com).

Depending on the results of such testing, your field may be eligible for free maintenance services, or a credit toward replacement costs, from FieldTurf until it has reached a service life of 8 years.



1 FieldTurf has also retained a leading toxicologist and lead expert to answer any questions that you  
2 might have about the safety of our product.

3 Barbara D. Beck, Ph.D., DABT, FATS  
4 Gradient Corporation  
5 Cambridge, MA 02138  
6 Phone – 617-395-5000  
7 Email - bbeck@gradientcorp.com  
8 <http://www.gradientcorp.com>

9 Please contact Darren Gill at 800-724-2969 x-140 or dgill@fieldturf.com if you should have any  
10 questions regarding this letter.

11 Sincerely,

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Eric Daliere  
President

1 **EXHIBIT A-2**  
2 **LETTER TO CUSTOMERS OF OLD COVERED PRODUCTS WHO PURCHASED**  
3 **FROM DISTRIBUTORS**

4 Dear Customer,

5 Our records show that you purchased turf material from us that was supplied by FieldTurf. This  
6 letter is written to inform you that certain FieldTurf turf product purchased prior to November  
7 2003 contain lead in the turf fibers. WARNING - Lead is a chemical known to the state of  
8 California to cause cancer and reproductive harm.

9 FieldTurf has, at its core, a commitment to the health and safety of athletes and the environment.  
10 FieldTurf was created solely to provide athletes of all ages a safe playing surface.

11 While some of FieldTurf’s products sold prior to November 2003 do contain lead levels  
12 exceeding the levels that the California Attorney General claims require a warning under Prop 65,  
13 experts confirm that there would be minimal absorption of lead through the skin, and the  
14 inhalation of lead dust from the field is also expected to be minimal, as any dust is likely to  
15 adhere to the turf fiber or rubber crumb padding rather than becoming airborne.

16 Therefore, any lead exposure is likely to be caused by “hand-to-mouth” contact, and good  
17 maintenance practices can reduce this type of exposure to lead from these products.

18 These practices include the following:

- 19 a. Keeping turf fields well-maintained, reducing surface dust and particles that could be  
20 ingested  
21 b. People should wash their hands after playing on the surface, and should avoid eating food  
22 while seated on the turf surface.  
23 c. Clothing used when playing on the turf should be cleaned after use.

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

25 <http://www.cpssc.gov/cpscpub/prerel/prhtml08/08348.html>  
26 [http://www.epa.gov/nerl/features/tire\\_crumbs.html](http://www.epa.gov/nerl/features/tire_crumbs.html)

27 FieldTurf has also retained a leading toxicologist and lead expert to answer any questions that you  
28 might have about the safety of our product.

29 Please contact Darren Gill of FieldTurf at 800-724-2969 x-140 or dgill@fieldturf.com if you  
30 should have any questions regarding this letter.

31 Sincerely,

1 Exhibit B

2 **Lead Transfer Testing**

3 **Materials**

- 4 • Sampling device. Device consists of a frame made of ultra high molecular weight polyethylene  
5 (UHMW-PE), and a 1.1-kg sampling weight (8 cm diameter) with an attached threaded rod, slide  
6 and nut. The frame will allow the 1.1 kg weight to be fully transmitted to the wipe surface, and  
7 none of that weight will be borne by the rails.
- 8 • The wiped area is 400 cm<sup>2</sup> (8 cm wide by 50 cm long), but because the weight is round the contact  
9 area is 386.27 cm<sup>2</sup>.<sup>TM</sup>
- 10 • Ghost Wipes<sup>TM</sup>
- 11 • 1-quart polyethylene or polypropylene “Ziploc” storage or freezer bags
- 12 • marker pen
- 13 • 11-inch or longer releasable plastic cable ties
- 14 • deionized or distilled water
- 15 • clean cotton cloths
- 16 • disposable nitrile or latex gloves
- 17 • plastic drop cloth or clean trash bags
- 18 • clippers or pliers

19 **Sampling Locations**

20 Divide the total artificial turf area into 5 contiguous sections of equal areas. This can be done by  
21 calculating the total area, dividing by 5 to determine the area of each sampling location and then marking  
22 off the area to be sampled. Three sampling locations should be in the center of their respectively marked  
23 sections. Two sampling locations should be near the perimeter of the field in their respectively marked  
24 sections. The artificial turf color to be sampled for each wipe should be the main field color, usually green.  
25 The wiped area should not include any field markings such as stripes or logos. Illustrations with various  
26 geometries are given in Figure 1.

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

29 **Sampling Procedure**

- 30 1. Locate and delineate the areas to be wiped.
- 31 2. Prior to collecting a new wipe sample, put on a new pair of disposable nitrile or latex gloves.
- 32 3. Thoroughly clean sampling device frame, slide, 1.1-kg sampling weight, and nut with deionized or  
33 distilled water and dry with clean cloth. Cleaned items can be placed on a clean trash bag or  
34 plastic drop cloth if needed prior to use. Figure 2 shows these components.

- 1 4. Set the sampling device frame in position for collecting a wipe sample.
- 2 5. Place the 1.1 kg sampling weight in a clean plastic "Ziploc" bag, open an individual Ghost Wipe™  
3 and stretch the wipe over the bottom of the sampling weight on top of the polyethylene bag.  
4 Ensure the wipe is smoothly stretched over the bottom of the sampling weight, and secure it using  
5 a cable tie, as presented on Figure 3.
- 6 6. Guide the threaded rod attached to the 1.1 kg sampling weight into the hole of the sampling device  
7 slide, as presented on Figure 4.
- 8 7. Place the slide on the rails of the sampling device frame making sure the wipe is suspended above  
9 the field, and does not engage the surface to be sampled until ready to begin sample collection.  
10 This can be done by holding the threaded rod to suspend the sampling weight above the surface  
11 until ready to begin sample collection. The slide should be oriented lengthwise so that the handle-  
12 knobs are oriented parallel to the rails. Please see Figure 5.
- 13 8. Position the slide at one end of the sampling device. Lower the weight until it engages the surface.  
14 Place feet (toes or heels) on shoe rests (side wings) of the sampling device to hold the device in  
15 place. Take hold of handle-knobs on the slide and move the slide to the other end of the device  
16 thereby dragging the 1.1-kg weight to the other end of the sample track, over a period of one  
17 second. This movement constitutes one sampling stroke.
- 18 9. Move the slide back and forth for a total of 5 strokes.
- 19 10. While holding the threaded rod, lift the slide off the rails, and remove the GhostWipe™ from the  
20 bottom of the sampling weight by releasing the cable tie. Place the GhostWipe™ into a new plastic  
21 "Ziploc" bag. Seal and label the bag with the sample ID. Discard the gloves and cable tie.
- 22 11. For each field set of samples, the sampling method blanks shall consist of two unused wipes with  
23 packaging removed, each in an individual bag. If the amount of lead in a blank wipe does not  
24 reasonably closely match its paired mate, or if both blank wipes are above an expected background  
25 level, the sampling for that field set must be redone on areas not previously wiped.
- 26 12. Collect 3 background wipe samples from areas adjacent to the field, using the collection method  
27 above. In order to assess lead levels in the ambient dust fall, the surfaces wiped should be hard  
28 non-metallic surfaces that are composed of materials with a low lead content (<100 ppm). These  
surfaces should not be subject to foot traffic or other significant sources of potential dust transfer  
from the field.

### **Lab Analysis**

Acid digestion of the Ghost Wipes™ prior to analysis for lead shall be conducted according to USEPA Method 3050B.

Wipe samples shall be analyzed for lead by inductively coupled plasma-atomic emission spectrometry (ICP-AES) (USEPA Method 6010B or 6010C).

Lead results should be reported as total micrograms (µg) per wipe.

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**Calculations**

Assuming the results for the two blank wipes for the field set meet the conditions in sampling Step 11 above, average the two blank results.

Average the results from the three background samples.

Wipe results from the field should be compared to those obtained from the background wipe samples, to determine whether a background source of lead could be contributing to lead dust on the field. Lead levels in the field wipe samples that are comparable to the levels in the background wipe samples indicate that lead in the field wipe samples is likely due to the aerial deposition of ambient dust. If lead is detected in the background samples, the average background result should be compared with the amount of lead on each of the wipe samples to determine if the field values are elevated above background.

Calculate the lead per square centimeter per stroke, for each section of field:

Total µg lead/ cm<sup>2</sup>/stroke =  
(total µg lead on wipe - average µg lead on the blank wipes for that field set)/(386.27 cm<sup>2</sup> \* 5 strokes)

The average (mean) for the field of artificial turf is the sum of the results for each of the 5 sections, divided by 5.

**Consultation**

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

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

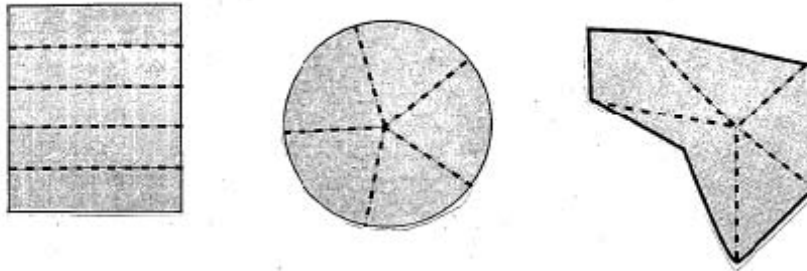


Figure 1: Potential field sampling segments.



Figure 2: Sampling device frame, slide, weight and nut

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Figure 3: Weight with 1-quart polyethylene storage bag, a wipe (this is a paper towel for demonstration purposes only), and a cable tie



Figure 4: Device frame and weight with wipe with rod threaded through hole in slide.

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Figure 5: Slide placed on device frame rails.