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ENDORSED
FILED
San Francisco County Superior Court

JUN - 1 1995

ALAN M. CARLSON, Clerk
BY: S. DOUGLAS
Deputy Clerk

8 Attorneys for the People of the State of California

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO

11 PEOPLE OF THE STATE OF CALIFORNIA ex.)
12 rel. DANIEL E. LUNGREN, Attorney General of)
the State of California,)

No.

969549

CONSENT JUDGMENT

13 Plaintiffs,

14 v.

15 Ariens Company, et al.;

16 Defendants.
17

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19 1. Introduction

20 1.1. On May 12, 1995, the People of the State of California, ex rel. Daniel E.
21 Lungren ("People") filed a Complaint for Civil Penalties and Injunctive Relief
22 ("Complaint") in San Francisco County Superior Court, naming the companies listed in
23 Appendix A as defendants. Prior to that time, Pacific Justice Center ("PJC") had sent 60-
24 day notices to various entities.

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1 1.2. Defendants are corporations that employ ten or more persons which
2 manufacture or sell power equipment or engines for such equipment, some of which may
3 be sold within the State of California.

4 1.3. People's Complaint alleges that defendants violated provisions of the Safe
5 Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code sections
6 25249.5 et seq. ("Proposition 65"), and Business and Professions Code sections 17200 et
7 seq. ("Unfair Competition Act"), by knowingly and intentionally exposing persons to
8 chemicals which are known to the State of California to cause cancer, birth defects and/or
9 reproductive harm, without first providing a clear and reasonable warning to such
10 individuals.

11 1.4. For purposes of this Consent Judgment only, the undersigned parties
12 (hereinafter collectively referred to as "Defendants") stipulate that this Court has
13 jurisdiction over the allegations of violations contained in the Complaint and personal
14 jurisdiction over the Defendants as to the acts alleged in the Complaint, that venue is
15 proper in the County of San Francisco, and that this Court has jurisdiction to enter this
16 Consent Judgment as a resolution of the disputed allegations contained in the Complaint.

17 1.5. The parties enter into this Consent Judgment for the purposes of full
18 settlement of disputed claims between them and for the purpose of avoiding prolonged
19 litigation. By execution of this Consent Judgment, Defendants do not admit and
20 specifically deny that they have committed any violations of Proposition 65, the Unfair
21 Competition Act, any other law or standard applicable to warnings concerning their
22 products, or any other known or unknown allegations which could now or in the future
23 be made in relation to the subject matter herein. Nothing in this Consent Judgment shall
24 be construed as an admission by any Defendant of any fact, issue of law, or violation of
25 law, nor shall compliance with this Consent Judgment constitute or be construed as an
26 admission by any Defendant of any fact, issue of law, or violation of law. Nothing in this
27 Consent Judgment shall prejudice, waive or impair any right, remedy or defense any

1 Defendant may have in any other or further legal proceeding.

2 1.6. The fact that this Consent Judgment authorizes the use of a Proposition 65
3 warning in an owner's manual shall not be construed as an assertion or concession by the
4 People or PJC that use of such warning would meet the Proposition 65 definition of "clear
5 and reasonable warning" for any products other than those covered in this Consent
6 Judgment. The content and placement of the warning specified in this Consent Judgment
7 are part of a compromise which resolves the disputes that exist among the parties with
8 respect to Proposition 65 and the Unfair Competition Act. Nothing in this compromise
9 is intended, nor should it be construed, as an admission by any party that the warnings,
10 their content, or their placement, are necessary or proper for any other purpose.

11 2. Injunctive Relief: Clear and Reasonable Warnings

12 2.1 Clear and reasonable warning that the use of the products identified in
13 Appendix B, and sold in the State of California, potentially exposes persons to chemicals
14 which in certain quantities are known to the State of California to cause cancer, birth
15 defects or other reproductive harm, shall be provided under the circumstances and in the
16 manner provided in this Consent Judgment. As of December 31, 1995, and continuing
17 thereafter, said clear and reasonable warnings for all existing products and future models
18 of products identified in Appendix B for which warnings are required by this Consent
19 Judgment ("Covered Product") and engines for Covered Products ("Covered Product
20 Engines") shall be provided as described below.

21 A. Warnings in the Owner's Manual

22 A warning may be contained in the owner's manual provided with the Covered
23 Product by the manufacturer, either printed on the manual or on a sticker in the manual,
24 under all of the following conditions:

25 1. the warning shall be located in one of the following places in
26 the owner's manual: the outside of the front cover, the inside of the front cover, the first
27 page other than the cover, or the outside of the back cover. Unless a different warning

1 is approved by the Attorney General, the warning shall have the exact content as one of
2 the warnings in Appendix C, except that, at the option of the manufacturer, the reference
3 to the State of California and Proposition 65 may be omitted. The warning shall be of
4 similar shape and a comparable print size to the warnings in Appendix C. The word
5 "Warning" must be in 19 point type. If the words "California Proposition 65" are used in
6 the heading, they must be in 11 or 12 point type to emphasize the word "Warning". The
7 words "California Proposition 65" may appear before the word "Warning" or after the text
8 of the warning. The remaining text must be in 11 or 12 point type.

9 2. the Covered Product contains a durable label or sticker
10 directing the operator's attention to the owner's manual;

11 3. the owner's manual is supplied by the manufacturer and
12 intended by the manufacturer to be provided with the Covered Product by the retailer to
13 the initial consumer/purchaser;

14 4. no statement concerning California Air Resources Board or
15 Environmental Protection Agency requirements for engine exhaust appears directly
16 adjacent to, below, or above the warning;

17 5. at least one other warning appears in the owner's manual; and

18 6. all or a substantial portion of assembly instructions, if any, are
19 contained in the owner's manual.

20 Provided, however, that if the owner's manual does not contain any assembly
21 instructions and all of the assembly instructions are contained in another document (other
22 than a simple parts list), then the warning in Appendix C shall be placed both in the
23 owner's manual and the assembly instructions at the locations specified in subparagraph
24 A.1. above.

25 B. Warnings in the Engine Manuals

26 Manufacturers or Sellers of Covered Product Engines that provide engine owner's
27 manuals for the Covered Product Engines which are intended to be provided to the initial

1 consumer/purchaser of a Covered Product into which the Covered Product Engine is
2 intended to be incorporated, shall provide warnings in the engine owner's manual under
3 the same conditions as provided for owner's manuals in subparagraphs A.1-5, unless a
4 warning is provided for the Covered Product by the manufacturer or retailer incorporating
5 the Covered Product Engine.

6 C. Warnings on the Product or Engine

7 Alternatively, a manufacturer of a Covered Product or a Covered Product Engine
8 may satisfy its obligations under this Consent Judgment by providing warnings as specified
9 in this subparagraph C. A warning may be provided by affixing a durable label containing
10 a warning with the language contained in Appendix D on the Covered Product or the
11 Covered Product Engine in a location that can be seen by the user of the Covered
12 Product under normal circumstances of operation.

13 D. Warnings in Letter

14 Alternatively, a manufacturer of a Covered Product Engine that does not provide
15 an engine owner's manual with the engine may satisfy its obligations under the Consent
16 Judgment by providing one (1) letter to each direct purchaser of the Covered Product
17 Engine as contained in Appendix E. A Defendant, upon 10 days written notice from the
18 Attorney General shall identify those companies that were sent letters but either have not
19 responded within one (1) month of mailing, or stated that they will not comply with the
20 requirements of Proposition 65.

21 E. A company which manufactures a Covered Product Engine which it
22 incorporates into a Covered Product is only required to provide warnings applicable to the
23 Covered Product.

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1 2.2 Defendants shall provide the warnings indicated above for Covered Products
2 and Covered Product Engines as described below:

3 A. Warnings in Owner's Manuals, Engine Manuals or Assembly
4 Instructions

5 Defendants that provide warnings in the owner's manual, engine manual or
6 assembly instructions as provided in subparagraph 2.1.A shall provide such warnings with
7 the next regularly scheduled printing of the owner's manual, engine manual or assembly
8 instructions. Notwithstanding the foregoing, all products manufactured after December 31,
9 1995 shall include manuals or assembly instructions with the required warnings.
10 Defendants agree that manuals or assembly instructions containing the warning shall be
11 included with the manufactured products during the normal course of operations in 1995
12 as soon as such revised manuals and assembly instructions are available.

13 B. Warnings on the Covered Products or the Covered Product Engines

14 Defendants which provide warnings on the Covered Products or the Covered
15 Product Engines as provided in subparagraph 2.1.C. shall do so on products manufactured
16 no later than one (1) year from the date of entry of this Consent Judgment.

17 C. Warnings in Letter

18 Defendants which provide a warning by letter, as provided in subparagraph 2.1.D.
19 shall do so no later than six months from the date of entry of this Consent Judgment.

20 D. Documents to the Attorney General

21 Sample copies of manual pages, labels or letters required by subparagraph 2.1. for
22 one model together with a certificate stating that the warning requirements under the
23 Consent Judgment have been complied with shall be mailed by each Defendant to the
24 Attorney General within 21 days of the date Defendant began distributing the manuals,
25 placing labels on the product, or sending letters.

26 2.3. The parties agree that the manufacture, distribution, sale, resale, and/or use
27 of Covered Products and Covered Product Engines by Defendants, Defendants' suppliers,

1 or those who are in their respective chain of distribution (including wholesalers, brokers,
2 resellers, dealers, distributors, original equipment manufacturers, and retailers) does not
3 violate Proposition 65 or the Unfair Competition Act if warnings are provided to
4 consumers in compliance with this Consent Judgment. Provided, however, that this
5 paragraph shall not expand or diminish any duty to comply with any changes made to
6 Proposition 65 or its implementing regulations after the date of this Consent Judgment.
7 The Attorney General shall give written notice to each of the Defendants of any such
8 changes.

9 2.4. Any Defendant that has complied with the terms of subparagraph 2.2. of the
10 Consent Judgment shall not be found to have violated this Consent Judgment because any
11 other person within its respective chain of distribution (as described above) shall have
12 failed to provide warnings under subparagraphs 2.1. and 2.2.

13 3. Exemption from Warning Program

14 3.1. If any Defendant believes that the level of exposure from any Covered
15 Product or Covered Product Engine manufactured by that Defendant is below the level
16 for which a warning is required by Proposition 65, that Defendant may present its data to
17 the Attorney General and seek authorization to sell any such Covered Product or Covered
18 Product Engine without the warnings required in this Consent Judgment. If the Attorney
19 General shall authorize the sale of the Covered Product or Covered Product Engine
20 without a warning, then that determination shall be final for purposes of this Consent
21 Judgment.

22 3.2. If the Attorney General, after reviewing that data presented pursuant to
23 subparagraph 3.1. above, concludes that a warning is required for the Covered Product or
24 Covered Product Engine, the Attorney General shall provide the Defendant with a letter
25 so stating, and if the Defendant disagrees with this conclusion, then the Defendant shall
< have the right to apply by motion before the Superior Court of San Francisco for a
determination as to whether the level of exposure to listed chemicals from the use of the

1 Covered Product or Covered Product Engine is below the level for which a warning is
2 required by Proposition 65. In any such motion, the Defendant shall have the burden of
3 proof by a preponderance of the evidence on the issue of whether a warning is required.

4 4. Consumer Education

5 4.1. As set forth below, Defendants shall cause to be placed a one-quarter page
6 advertisement in each of the newspapers listed in Appendix F, in the same form and
7 content as is shown in Appendix F, up to a total cost of \$178,000 aggregated for all
8 Defendants, in compliance with the following requirements:

9 4.1.1. The advertisements shall appear twice during 1995 in the Sunday main news
10 section and, to the extent possible, twice in the mid-week gardening section or other
11 section containing articles concerning gardening. In the event any newspaper declines to
12 accept such mid-week advertisements, then all notices in that newspaper shall be placed
13 in the main news section, or such other section as may be agreed upon by the parties.

14 4.1.2. The advertisements shall be run according to the following schedule:

- 15 (1) One-quarter page ads no later than the week of May 15, 1995; and
- 16 (2) One-quarter page ads during August, 1995.

17 5. Payments

18 5.1. Defendants, or an entity acting on their behalf, shall make the payments
19 referred to in subparagraphs A and B below no earlier than 90 days and no later than 120
20 days after the entry of the Consent Judgment, and the payments referred to in C, and D
21 and E below no later than 60 days after the entry of the Consent Judgment.

22 A. A civil penalty pursuant to Health and Safety Code Section 25249.7(b)
23 of \$176,000. Payment shall be made by delivery of certified funds payable to the Attorney
24 General of the State of California to 2101 Webster Street, 12th Floor, Oakland, California,
25 94612-3049 (Attn: Edward G. Weil, Deputy Attorney General).

26 B. \$40,000 to the Attorney General as reimbursement for the costs of
27 investigating and prosecuting this action. Payment shall be made as provided in

1 subparagraph 5.1.A.

2 C. \$150,000 to the California Public Health Foundation, a tax-exempt
3 charitable organization under Section 501(c)(3) of the Internal Revenue Code, for deposit
4 in the Environmental Health Account, to be used by the Attorney General to provide
5 experts, technical assistance, investigation, and other expenses incurred in his investigation
6 and prosecution of matters under Proposition 65. Payment shall be made by delivery of
7 certified funds payable to the California Public Health Foundation to 2001 Addison
8 Street, Suite 210, Berkeley, California (Attn: James Simpson, General Counsel)

9 D. \$300,000 to the PJC as reimbursement for the fees and expenses
10 stated by PJC to be incurred in prosecuting this action.

11 E. Each Defendant shall also be responsible for paying the Attorney
12 General the applicable court filing fees for this action.

13 6. Enforcement of Consent Judgment

14 6.1. The People may, by motion or order to show cause before the San Francisco
15 County Superior Court, enforce the terms and conditions of the Consent Judgment. In
16 any action brought by the Attorney General to enforce this Consent Judgment, the People
17 may seek whatever fines, costs, penalties or remedies are provided by law.

18 6.2. PJC may enforce the terms of the Consent Judgment if it first gives the
19 Attorney General a written notice specifying any violation that it alleges has occurred, with
20 a copy to the Defendant(s) and the Attorney General has not commenced or is not
21 diligently prosecuting a proceeding under subparagraph 6.1. within 60 days after said notice
22 was received by the Attorney General. If the Attorney General commences and diligently
23 prosecutes a proceeding within 60 days from receipt of the notice, PJC shall have no right
24 or ability to prosecute or intervene in that proceeding, or to commence a similar
25 proceeding. This subparagraph constitutes the exclusive basis upon which PJC may
26 enforce this Consent Judgment.

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1 7. Additional Enforcement Actions; Continuing Obligations

2 7.1. By entering into this Consent Judgment, the People do not waive any right
3 to take further enforcement actions not covered by this Consent Judgment.

4 8. Modification of Judgment

5 8.1. This Consent Judgment may be modified upon written approval of the
6 parties and upon entry of a modified Consent Judgment by the Court thereon, or upon
7 motion by any party as provided by law and upon entry of a modified Consent Judgment
8 by the Court.

9 9. Application of Judgment

10 9.1. The Consent Judgment shall apply to and inure to the benefit of and be
11 binding upon the parties, their divisions, subdivisions, affiliates, parents and subsidiaries,
12 and the successors or assigns of any of them.

13 10. Authority to Stipulate

14 10.1. Each signatory to this Consent Judgment certifies that he or she is fully
15 authorized by the party he or she represents to stipulate to this Consent Judgment and
16 to enter into and execute the Consent Judgment on behalf of the party represented and
17 legally to bind that party.

18 11. Refention of Jurisdiction

19 This Court shall retain jurisdiction of this matter to implement the Consent
20 Judgment.

21 12. Claims Covered

22 This Consent Judgment is a final and binding resolution between, and covers the
23 People, PJC, each Defendant (including any predecessor companies, affiliates, subsidiaries
24 and divisions), each Defendant's suppliers, and those to whom Defendants distribute, sell
25 or otherwise convey Covered Products or Covered Product Engines in their respective
26 chains of distribution (including, without limitation, wholesalers, brokers, dealers,
27 distributors, retailers and sellers of Covered Products and Covered Product Engines, but

1 excluding original equipment manufacturers of Covered Products who are not suppliers to
2 Defendants and who are not otherwise covered by this Consent Judgment and do not join
3 in this action), satisfying and releasing those covered from all claims, actions, damages,
4 costs, penalties, attorneys' fees, or causes of action based upon alleged violations of
5 Proposition 65, or the Unfair Competition Act and all regulations, rules and orders
6 thereunder, and any statutory or common law claim, arising from failure to provide clear,
7 reasonable and lawful warnings under Proposition 65 (or the Unfair Competition Act) of
8 exposure to chemicals from the Covered Products or the Covered Product Engines
9 manufactured, distributed or sold by any Defendant, whether committed by a Defendant,
10 suppliers to Defendants, or any entity within the chain of distribution (including, without
11 limitation, wholesalers, brokers, dealers, distributors, retailers, and sellers of Covered
12 Products or Covered Product Engines, but excluding original equipment manufacturers of
13 Covered Products who are not suppliers to Defendants and who do not join this action.)

14 As between the People, PJC, and each Defendant, compliance with subparagraph
15 2.2. resolves any issue now, and in the future, concerning compliance by each Defendant,
16 each Defendant's suppliers, and those to whom Defendants distribute, sell or otherwise
17 convey Covered Products or Covered Product Engines (including, without limitation,
18 wholesalers, brokers, dealers, distributors, retailers, and sellers of Covered Products or
19 Covered Product Engine, but excluding original equipment manufacturers of Covered
20 Products who are not suppliers to Defendants and who do not join in this action), with
21 the requirements of Proposition 65 or the Unfair Competition Act with respect to its
22 Covered Products and Covered Product Engines.

23 13. Execution in Counterparts

24 13.1. This Consent Judgment may be executed in one or more counterparts which
25 taken together shall be deemed to constitute one and the same document.

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1 14. Provision of Notice

2 14.1. When any party is entitled to receive any notice under the Consent
3 Judgment, the notices shall be sent to the person and address set fort in this
4 subparagraph. Any party may modify the person and address to which notice is to be sent
5 by sending each party notice by certified mail, return receipt requested. Said changes shall
6 take effect for any notice provided at least five days after the date the return receipt is
7 signed by the party receiving the change.

8 14.2. Notices shall be sent to the following:

9
10 ACME NORTH AMERICA CORPORATION
11 ACME MOTORI S.P.A

12 Vasco Bernardi
13 Acme North America Corporation
14 5203 W. 74th Street
15 Minneapolis, MN 55439

16
17 AMERICAN HONDA MOTOR CO., INC.

18 William Willen, Esq.
19 American Honda Motor Co., Inc.
20 1919 Torrance Blvd.
21 Torrance, CA 90501

22 AMERICAN YARD PRODUCTS

23 A DIVISION OF WCI OUTDOOR PRODUCTS, INC.

24 HUSQVARNA FOREST & GARDEN CO.,

25 A DIVISION OF WCI OUTDOOR PRODUCTS, INC.

26 POULAN/WEED EATER, DIVISION OF WCI OUTDOOR PRODUCTS, INC.

27 PARTNER INDUSTRIAL PRODUCTS,

 A DIVISION OF WCI OUTDOOR PRODUCTS, INC.

 JONSERED POWER PRODUCTS AB

FLYMO, A DIVISION OF ELECTROLUX OUTDOOR PRODUCTS, LTD.

 Richard S. Pietch, Esq.

 WCI Outdoor Products, Inc.

 11770 Berea Road

 Cleveland, OH 44111-1688

AMIDA INDUSTRIES, INC.

 Irvin Plowden, President

 Amida Industries, Inc.

 590 Huey Road

 Rock Hill Industrial Park

 Rock Hill, SC 29730

APPENDIX A

Ariens Company
Gravely, Division of Ariens Company (f/k/a Gravely International,
Inc.)
Promark Products, Inc.
Acme North America Corp.
Acme Motori S.P.A.
American Honda Motor Co., Inc.
WCI Outdoor Products, Inc., including its divisions American Yard
Products, Husqvarna Forest & Garden Co., Poulan/Weed Eater
and Partner Industrial Products
Jonsered Power Products AB
Flymo, a Division of Electrolux Outdoor Products, Ltd.
Amida Industries, Inc.
Atlas Power Equipment Co.
Wheeler Manufacturing Co.
Cotter & Company
General Power Equipment Co.
Bauer Compressors, Inc.
Bauer Manufacturing, Inc.
CVB Company
Bauer Kompressoren, GMBH
Rotorcomp Verdichter, GMBH
BCS America, Inc.
Billy Goat Industries, Inc.
Blount, Inc., including its Oregon Cutting Systems Div.
Bluebird International, Inc. (f/k/a Bluebird Acquisition Corp.)
Boart Longyear Company, including its division Cushion Cut
Briggs & Stratton Corporation
The Charles Machine Works, Inc.
Club Car, Inc.
Coleman Powermate, Inc.
Coleman Powermate Compressors, Inc.
Compaction America
Crafco, Inc.
Crane Pumps & Systems, Inc.
Crary Bear Cat Company
Deere & Company
John Deere Power Products, Inc.
John Deere Ltd.
Diamant Boart, Inc.
Dixon Industries, Inc.
Dolmar U.S.A., Inc.
Echo, Incorporated
E.D. Etnyre & Company
Englo Products Corporation, including its divisions Grimmer
Schmidt Compressors and Smith Compressors
Encore Manufacturing Co., Inc.
Evergreen International, Inc.
Excel Industries
Exmark Manufacturing Co., Inc.
E-Z Beaver Company
Farm Bed Manufacturing, Inc.

F.D. Kees Manufacturing Company
Finlay Industries, Inc.
Support Services International, Inc.
Power King Products
Garden Way Incorporated
Generac Corporation
Geometric Results Incorporated
Gomaco Corporation
The Gorman-Rupp Company
Great Plains Manufacturing Inc., Land Pride Division
Ground Hog, Inc.
Kidde Industries, Inc., including its divisions Grove Worldwide,
and Grove North America
Grove Europe Limited
Hobart Brothers Company
Hoffco, Inc.
Homelite, Inc.
Ingersoll Equipment Co., Inc.
Ingersoll-Rand Company
Iowa Mold Tooling Company, Inc.
Ishikawajima Shibaura Machinery Company Ltd.
J&J Amusements, Inc.
JLG Industries, Inc.
Kawasaki Motors Corp., USA
King O'Lawn Products
Master Manufacturing Company
Kohler Co.
Komatsu Zenoah America, Inc.
Kubota Corporation
Kubota Tractor Corporation
Kubota Manufacturing of America Corporation
Lesco, Inc.
The Lincoln Electric Company
Little Beaver, Inc.
LB Equipment, Inc.
Magnum Diamond & Machinery, Inc.
Makita U.S.A., Inc.
Manco Products, Inc.
Maruyama U.S., Inc.
Maxim Manufacturing Co.
McCulloch Corporation
Miller Electric Mfg. Co.
Mitsubishi Engine North America, Inc.
Mitsubishi Heavy Industries, Ltd.
Mitsubishi Motors Corporation
Mobile Tool International, Inc.
Moridge Manufacturing, Inc.
MTD Products Inc.
MTD Products Ltd.
Aircap Industries Corporation
Arnold Corporation
Cub Cadet Corporation

Midwest Industries
Modern Line Products Company
Modern Tool & Die Company
White Outdoor Products Company
The Murray Ohio Manufacturing Co.
Western Tool and Stamping Inc.
AMF, Inc., Lawn and Garden Division
Canadiana, Inc.
Western International, Inc.
Noma Outdoor Products, Inc.
Murray Outdoor Products, Inc.
Murray Canada, Inc.
National Mower Company
Nordberg, Inc.
Onan Corporation
Pacer Pumps
The Patriot Company
Pioneer Manufacturing Company (d/b/a Revere Products)
Plymouth Industries, Inc. including its Subsidiaries Garlock
Equipment Co. and Cimline, Inc.
Power Curbers, Inc.
Power-Trim Company, Inc.
Ransomes America Corp.
Cushman, Inc.
Ransomes, Inc.
Steiner Turf Equipment, Inc.
Brouwer Turf Equipment, Ltd.
Robin America, Inc.
Robin Manufacturing, Inc.
Fuji Heavy Industries, Ltd.
Fuji Robin Industries, Ltd.
Carswell Distributing Company
Rohr Mfg. Group, Inc.
Rosco Manufacturing Company
Ryobi North America, Inc.
Ryobi Outdoor Products, Inc.
Ryobi America Corporation
Ryobi Motor Products Corp.
Ryobi Electric Tool Manufacturing, Inc.
Sarlo Power Mowers, Inc.
Schiller-Pfeiffer, Inc. d/b/a "Little Wonder" and "Mantis"
Shindaiwa, Inc.
Simplicity Manufacturing, Inc.
Simpson Cleaning Systems, Inc.
Snapper Division of the Actava Group
Southland Mower Corporation; Southland Mower Company
Steam Genie Inc.
Stihl Incorporated
Andreas Stihl
Stihl International, GmbH and its Subsidiaries
Sullair Corporation
Tanaka America, Inc.

Tecumseh Products Company
Little Giant Pump Company
M.P. Pumps, Inc.
T&J Manufacturing, Inc.
Textron Inc. (E-Z Go, Jacobsen and Homelite Divisions)
The Toro Company
Tru-Cut, Inc.
Turfco Manufacturing, Inc.
Vermeer Manufacturing Company
Wacker Corporation
Wacker Werke, GmbH & Co. KG
Wacker Australia Pty. Ltd.
Walker Manufacturing Company
WEC Company d/b/a Woods Equipment
Wis-Con Total Power Corporation
Wood- Mizer Products, Inc.
Yazoo Manufacturing Co.

APPENDIX B

APPENDIX B

LIST OF PRODUCTS COVERED BY CONSENT JUDGMENT

Products covered by this Consent Judgment are those with two-stroke and four-stroke air cooled, liquid cooled, gasoline powered engines, or when indicated below contain small diesel powered engines, designed for powering lawn, garden and turf maintenance and timber operations equipment, for generating electricity, and pumping fluids and for performing various other similar tasks including but not limited to the following applications:

1. 2-Wheel Type Tractors
2. Aerators
3. Aerial Lifts
4. All Terrain Vehicles
5. Air Compressors (including those with diesel engines)
6. Aircraft Loading Device
7. Amusement Device
8. Asphalt Crack Sealers
9. Asphalt Planes
10. Athletic Field Markers
11. Augers and Post Hole Diggers
12. Baggage Loaders
13. Balers
14. Bending Machines
15. Berry Pickers
16. Blowers/blower Vacs
17. Boom/Scissor Lifts
18. Breakers/Hammers
19. Brushcutters
20. Bumper Boats
21. Carton Stapling Machines
22. Cement Saws
23. Chain Saws
24. Chipper Vacs
25. Chippers/Shredders/Grinders
26. Cleaners
27. Clearing Saws
28. Compactors/Rowers
29. Commercial Turf Equipment (including those with diesel engines)
30. Compressors (including those with diesel engines)
31. Concrete Block Former
32. Concrete Buggy
33. Concrete Mixer

34. Concrete Power Trowels
35. Concrete Saws
36. Concrete Sprayer
37. Concrete Spreaders
38. Concrete Testing Equipment
39. Cooring Drill Rigs
40. Conveyors
41. Core Processors
42. Corn Detasslers
43. Corn Shellers
44. Cranes
45. Crawler Type Tractors
46. Cream Separators
47. Crop Dusters
48. Crop Harvesting Equipment
49. Cultivators
50. Curbers/Pavers
51. Cut-Off Machine
52. Debris Loaders
53. De-icers
54. Detasslers
55. Disc Sharpeners
56. Drills (Rail/Rock)
57. Dust Control Machinery
58. Earth Moving Machinery
59. Edgers
60. Electric Furnaces
61. Engine Drills
62. Engine Starting Equipment
63. Factory Truck
64. Farm Wagons (Unloading Body)
65. Fellers/Bunches/Delimbers
66. Floor Buffers
67. Front Mount Mowers (including diesel models)
68. Golf cars and Go Karts
69. Garden Tractors (including diesel models)
70. Generator Sets (portable, RV, and marine)
(includes diesel engines)
71. Golf Cars
72. Golf Course Aerators
73. Golf Course Maintenance Trucksters
74. Graders
75. Grain Cutters
76. Grain Dryers

77. Grain Elevators
78. Greasing Equipment
79. Green Mowers
80. Grinders
81. Hammers/breakers
82. Hammermills
83. Hay Bale Catapults
84. Heaters
85. Hedge Clippers/Trimmers
86. Highway Markers
87. Hoists
88. Hydraulic Jacks
89. Hyrid-Cars
90. Ice Crushers
91. Insecticidal Fog Applicators
92. Insulation Blowers
93. Invalid Chair
94. Irrigation Equipment
95. Lawn Mowers
96. Lawn Sharpeners
97. Lawn Shredders
98. Lawn Tractors (includes those with diesel engines)
99. Lawn and Leaf Vacuums
100. Leaf Blowers
101. Leaf Mulchers
102. Lift Trucks
103. Limb Cutters
104. Liquid Mixers
105. Loaders (including these equipped with backhoe)
106. Loaders
107. Log Loaders
108. Log Splitters
109. Marine Maintenance Vehicles
110. Material Drying Equipment
111. Midget Cars
112. Milk Coolers
113. Milking Machines (Tractors)
114. Mining Equipment
115. Motorized Baggers
116. Multi-purpose Saws (a/k/a demolition or cut-off saws)
117. Net Lifters
118. Oil Burners
119. Oil Line Equipment
120. Orchard Heaters

121. Out-front Riders
122. Paint Strippers
123. Pecan Pickers
124. Pipe Laying Machine
125. Planters
126. Plaster Mixers
127. Plate Compactors
128. Plow
129. Portable Carpet Cleaners
130. Portable light towers
131. Portable Sawmills and Refrigeration Units
132. Portable Sawmills
133. Post Driver (Fence)
134. Post Hole Digger
135. Potato Graders
136. Poultry Raising Equipment
137. Power Buggy
138. Power Carriers
139. Power Rakes & Thatchers
140. Pressure Washers and Compressors
141. Pruning Towers
142. Pumps (including those with diesel engines)
143. Rail Car
144. Rail Tool, Rail Saw, Rail Machine
145. Rake-O-Vacs
146. Ramp Conveyors
147. Reel Unit
148. Refrigeration Units
149. Riding Lawn Mowers (includes those with diesel engines)
150. Riding Reel Mowers
151. Road Machinery
152. Roofing/Venting Saws
153. Rollers
154. Sand Groomers
155. Saws (Drag)
156. Saw Sharpeners
157. Seeders/Thatchers
158. Sewer Cleaners
159. Scooters (Mini-Bike)
160. Shredders
161. Skidders
162. Ski Tows
163. Skid Steel Loaders
164. Sicker Bar Mowers

165. Singe Wheel Type Tractors
166. Smoke Machines
167. Snow Blowers
168. Snowmobiles
169. Snow Sleds
170. Snowthrowers
171. Sod Cutter
172. Soil or Aggregate Dryers
173. Sorters
174. Sprayers
175. Spreaders (Chemical, Sand or Top Soil)
176. Stone Pickers
177. String Trimmers
178. Stumpbeaters
179. Stump Grinders
180. Subsurface Material Applicators
181. Swathers/Windrowers
182. Sweepers/Scrubbers
183. Sweeping Machine
184. Tampers/Rammers
185. Tank Heaters
186. Tar Kettles
187. Threading Machine
188. Tobacco Conditioning Equipment
189. Tobacco Lathe Pullers
190. Tillers/Cultivators
191. Tow Tractors
192. Trail Bikes
193. Trenchers
194. Tri-Carts
195. Turf Cutters
196. Turf Mowers
197. Turf Sweepers
198. Turf Trucks
199. Turf Vehicles
200. Utility Vehicles
201. Vacuums
202. Vibrators/Finishers (includes power source)
203. Walk-behind Lawn Mowers
204. Walk-behind Reel Mowers
205. Washing Machine (Tractor)
206. Water Blasters
207. Water Pumps
208. Watercraft Motoring

- 209. **Weed Burners**
- 210. **Welders**
- 211. **Wheelbarrows**
- 212. **Winch**
- 213. **Wind Machines**
- 214. **Windrowers**
- 215. **Wood Splitters**

All innovations, modifications, accessories and attachments to the above.

APPENDIX C

APPENDIX C

SAMPLE
WARNINGS IN THE MANUAL



WARNING: The Engine Exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.



WARNING:



The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.



WARNING

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. 7296

APPENDIX D

APPENDIX D

**SAMPLE
ON-PRODUCT LABELS**



WARNING: The Engine Exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.



WARNING:



The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.



WARNING

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

APPENDIX E

APPENDIX E

Letter from Engine Equipment Manufacturers

CALIFORNIA PROPOSITION 65 INFORMATION

TO CALIFORNIA CUSTOMERS AND TO CUSTOMERS SELLING EQUIPMENT INTO OR FOR USE IN CALIFORNIA.

Proposition 65, a California law, requires warnings on products which expose individuals in California to chemicals, including engine exhaust, listed under that law.

The California Attorney General has approved either of the following two methods of compliance with Proposition 65 requirements by manufacturers of equipment containing engines. (The Consent Judgment containing these provisions is attached.)

1. Owner Manual Warning. Place the warning in Appendix C to the Consent Judgment in the owner's manual and/or assembly manual as required by Section 2.1.A. of the Consent Judgment. The warning may be either printed in the manual or on a sticker.

The warning must appear in one of the following locations:

- outside the front cover
- inside the front cover
- the first page other than the cover
- outside the back cover

Please see Section 2.1.A. for additional requirements.

2. On-Equipment Warning. Place the warning pictured in Appendix D of the Consent Judgment on all equipment shipped by you into or for sale in California. The warning must be on a durable label in a location where it can be seen by the user of the equipment during normal operation.

If you are reselling engines into California, or to customers whom you believe will be incorporating these engines into products

sold in California. please send a copy of this letter with the Consent Judgment to your customers.

The California Attorney General has requested that you acknowledge receipt of this letter and confirm that you will comply in the future with the requirements of Proposition 65. A form of acknowledgement is attached. Under the terms of the Consent Judgment, the California Attorney General has the right to know the identity of those companies which have received this letter and who either did not return this acknowledgement or do not state that they will comply with the requirements of Proposition 65.

Should you have any questions, please call [].

APPENDIX F

APPENDIX F

PROPOSITION 65 WARNING

See Attached Advertisement

List of Newspapers

1. L.A. Times
2. S.F. Chronicle
3. San Diego Union Tribune
4. San Jose Mercury News
5. Sacramento Bee
6. Riverside Press Enterprise
7. Fresno Bee
8. Torrance Daily Breeze, Santa Monica Outlook, and San Pedro News Pilot

If you use engine powered

PROPOSITION 65

W A R N I N G

lawn mowers, weeders,

chainsaws, leaf blowers,

or any other lawn or garden

equipment powered by an

engine, you should know that

- ⚠ Engine exhaust from these products contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.
- ⚠ Always use care to avoid breathing this exhaust.
- ⚠ Your owner's manual contains this and other important safety information. Keep it and read it.



This information is provided on behalf of the manufacturers of this equipment.

1 ARIENS COMPANY
GRAVELY, DIVISION OF ARIENS COMPANY
2 (f/k/a Gravely International, Inc.)
PROMARK PRODUCTS, INC.

3 Irving G. Curry III, Esq.
McCarty, Curry, Wydeven, Peeters & Haak
4 120 East 4th Street
P.O. Box 860
5 Kaukauna, WI 54130-0860

6
7 ATLAS POWER EQUIPMENT CO.
WHEELER MANUFACTURING CO.
COTTER & COMPANY
8 GENERAL POWER EQUIPMENT CO.

General Power Equipment Co.
9 Attn: General Manager
201 East Brink Street
10 Harvard, IL 60033
cc: COTTER & COMPANY
11 Attn: General Counsel
7740 N. Clyburn Avenue
12 Chicago, IL 60614

13 BAUER COMPRESSORS, INC.
BAUER MANUFACTURING, INC.
14 CVB COMPANY
BAUER KOMPRESSOREN, GMBH
15 ROTORCOMP VERDICHTER, GMBH

Jan Von Döbeneck, President
16 1328 Azelea Garden Road
Norfolk, VA 23502
17

18 BCS AMERICA, INC.
Mr. Vittorio Biavati, Vice President
19 BCS America, Inc.
13601 Providence Road
20 Matthews, NC 28105-7729

21 BILLY GOAT INDUSTRIES, INC.
Mr. W.W. Coates, III
22 Billy Goat Industries, Inc.
1803 South Jefferson
23 Lee's Summit, MO 64082

24 BLOUNT INC.
OREGON CUTTING SYSTEMS DIVISION

25 L. Daniel Morris, Jr., Esq.
Vice President - Legal Services
26 Blount, Inc.
4520 Executive Park Drive
27 Montgomery, AL 36116-1602

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BLUEBIRD INTERNATIONAL, INC.
F/K/A BLUEBIRD ACQUISITION CORPORATION

Richard L. Cornelius, President
BlueBird International, Inc.
2778 So. Tejon
Englewood, CO 80110

BOART LONGYEAR COMPANY
CUSHION CUT, a division of Boart Longyear Company
LONGYEAR COMPANY and its division, Longyear Construction Products
LANG EXPLORATORY DRILLING
CUSHION CUT, INC. and its division, TBG
CHEMGROUT, INC.

BRAINARD-KILMAN DRILL COMPANY
SLOPE INDICATOR COMPANY
NORTHERN AIR & SUPPLY
CUTTING TECHNOLOGIES INTERNATIONAL, INC.
PORTADRILL, INC.
WENDT-GRINDING CORPORATION
WENDT-DUNNINGTON CORPORATION
CPN

LONGYEAR CANADA, INC.
BOART LONGYEAR, INC.

Robert L. Martin, corporate Secretary
Boart Longyear Company
2340 West 1700 South
Salt Lake City, Utah 84104

BRIGGS & STRATTON CORPORATION

Thomas R. Savage, Esq.
Briggs & Stratton Corporation
Post Office Box 702
12301 West Wirth
Milwaukee, WI 53210

THE CHARLES MACHINE WORKS, INC.

Stan Mullins
The Charles Machine Works, Inc.
P.O. Box 66 Route 2
Perry, Oklahoma 73077-0066

CLUB CAR, INC.

Charles A. Fain
Vice President
Club Car, Inc.
4152 Washington Road
P.O. Box 204658
Augusta, GA 30917-4658

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COLEMAN POWERMATE, INC.
COLEMAN POWERMATE COMPRESSORS, INC.

Mr. Larry Sanford
250 North St. Francis Avenue
Francis, Kansas 67201

COMPACTION AMERICA

Bill Stalzer
Compaction America
A United Dominion Company
2000 Kentville Road
Kewanee, IL 61443

CRAFCO, INC.

Donald M. Brooks
Crafco, Inc.
7400 West Detroit
Suite 190
Chandler, AZ 85226

CRANE PUMPS & SYSTEMS

Paul G. Baldetti, President
420 Third Street
P.O. Box 603
Piqua, Ohio 45356-0603

CRARY BEAR CAT COMPANY

Charles F. Crary
Crary Bear Cat Company
237 Northwest 12th Street
West Fargo, North Dakota 58078

DEERE & COMPANY

JOHN DEERE POWER PRODUCTS, INC.
JOHN DEERE LTD

Deborah Morrison, Esq.
Deere & Company
John Deere Road
Moline, Illinois 61265

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DIAMANT BOART, INC.

Chuck Markley, Vice President/Marketing
Diamant Boart, Inc.
9 Corporate Woods, 9200 Indian Creek Parkway
Suite 450
Overland Park, KS 66210-2008
cc: Kent Sullivan, Esq.
Morrison & Hecker
9 Corporate Woods
9200 Indian Creek Parkway
Suite 450
Overland Park, Kansas 66210-2008

DIXON INDUSTRIES, INC.

K.O. Dixon
Dixon Industries, Inc.
Highway 169 North
Coffeyville, KS 67337-0945

DOLMAR U.S.A., INC.

Robert McCracken
1022 Hawn Avenue
P.O. Box 78526
Shrewport, Louisiana 71737-8526

ECHO, INCORPORATED

Takeshi Sasaki, President
Echo, Inc.
400 Oakwood Road
Lake Zurich, IL 60047-1564

E.D. ETNYRE & COMPANY

Thomas R. Brown
E.D. Etnrye & Company
c/o Michael J. Hedeem, Esq.
Haldeman & Associates
200 Pioneer Centre
3030 North Main Street
Rockford, IL 61101-1039

1 EMGLO PRODUCTS CORPORATION
2 GRIMMER SCHMIDT COMPRESSORS,
a division of Emglo Products Corp.
3 SMITH COMPRESSORS
a division of Emglo Products Corp.

4 William Bernstein, Esq.
85 East End Avenue
5 Suite 8-F
New York, NY 10028-8021
6

7 ENCORE MANUFACTURING CO., INC.

Jack G. Wolfe
8 Wolfe, Anderson, Hurd, Luers & Ahl
Suite 830, NBC Center
9 Lincoln, Nebraska 88508-1424
10

11 EVERGREEN INTERNATIONAL, INC.

Mark B. Gramelspacher, President
EverGreen International, Inc.
12 1001 South Ransdell Road
Lebannon, Indiana 46052-2384
13

14 EXCEL INDUSTRIES

A. James Gillmore, Esq.
15 Sizemore, Burns and Gillmore, P.A.
121 E. Sixth Street
16 P.O. Box 546
Newton, KS 67114
17

18 EXMARK MANUFACTURING COMPANY, INC.

H. Ray Rickard
19 Executive Vice President
Exmark Manufacturing Company, Inc.
20 P.O. Box 808
2101 Ashland
21 Beatrice, NE 68310
22

23 E-Z BEEVER COMPANY

Larry Noch, Secretary
E-Z Beaver Company
24 8567 S. Winn Road
Winn, MI 48896
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FARM BED MANUFACTURING, INC.

C. Tom Arkoosh, Esq.
Hopkins, Roden, Crockett, Hansen & Hoopes
802 West Bannock
Suite 900
Boise, Idaho 83701-2110

F.D. KEES MANUFACTURING COMPANY

Mike Schaefer
F.D. Kees Manufacturing Company
700-800 Park Avenue
P.O. Box 8
Beatrice, NE 68310

FINLAY INDUSTRIES, INC.
SUPPORT SERVICES INTERNATIONAL, INC.
POWER KING PRODUCTS

David L. Johnsen, C.F.O.
Finlay Industries, Inc.
1100 Green Valley Road
P.O. Box 358
Beaver Dam, WI 53916

GARDEN WAY INCORPORATED

Steven Richards, Esq.
Garden Way Incorporated
102nd Street & 9th Avenue
Troy, New York 12180

GENERAC CORPORATION

William W. Treffert, CEO
Generac Corporation
P.O. Box 8
Waukesha, Wisconsin 53187

GEOMETRIC RESULTS INCORPORATED

Jack Damron, Vice President
Geometric Results Incorporated
C/O Ford Motor Co.
One Parklane Boulevard
Suite 728 - Parklane Towers East
Dearborn, Michigan 48126-2493

1 GOMACO CORPORATION

Richard E. Smith
2 Gomaco Corporation
Highways 59 and 175
3 Ida Grove, IA 51445

4 THE GORMAN-RUPP COMPANY

5 Mark Kreinbihl
The Gorman-Rupp Company
6 305 Bowman Street
P.O. Box 1217
7 Mansfield, OH 44901-1217

8
9
10 GREAT PLAINS MANUFACTURING INC.
LAND PRIDE DIVISION

Roy E. Applequist, President & CEO
11 c/o W. Dean Owens, Esq.
Hampton, Royce, Engleman & Nelson, L.C.
12 119 West Iron Avenue
Salina, Kansas 67402-1247

13
14 GROUND HOG, INC.

Edward Carlson
15 Ground Hog, Inc.
25010 E. Fifth Street
16 San Bernardino, CA 92410

17
18 GROVE WORLDWIDE, DIVISION OF KIDDE INDUSTRIES, INC.
GROVE NORTH AMERICA, DIVISION OF KIDDE INDUSTRIES, INC.
GROVE EUROPE LIMITED
19 KIDDE INDUSTRIES, INC.

David M. Nicholas, Esq.
20 Grove Worldwide
1565 Buchanan Trail East
21 Shady Grove, PA 17256

22
23
24 HOBART BROTHERS COMPANY

Richard C. Berry, General Counsel & Secretary
25 Hobart Brothers Company
600 West Main Street
26 Troy, OH 45373

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1 HOFFCO, INC.
Charles H. Peterson
2 Hoffco, Inc.
358 NW F Street
3 Richmond, Indiana 47374-2297

4 HOMELITE, INC.
5 Thomas H. Griswold, Esq.
Homelite, Inc.
6 P.O. Box 7047
Charlotte, NC 28241

7
8
9 INGERSOLL EQUIPMENT CO., INC.
10 Mr. Thomas J. Lopina, President
Ingersoll Equipment Co., Inc.
11 200 Ingersoll Drive
P.O. Box 5001
12 Winneconne, WI 54986

13 INGERSOLL-RAND COMPANY
14 John Clary, Esq.
Ingersoll-Rand Company
15 200 Chestnut Ridge Road
Woodcliff Lake, New Jersey 07675-8738

16
17 IOWA MOLD TOOLING COMPANY, INC.
Richard Long
18 Iowa Mold Tooling Company, Inc.
500 Highway 18 West
19 Garner, Iowa 50438

20
21 ISHIKAWAJIMA SHIBAURA MACHINERY CO., LTD.
S. Aburano
22 Ishikawajima Shibaura Machinery Co., Ltd.
Selwa Shinjuku Building
23 32-7 Genadagaya-5 Chome
Shibuya-Ku, Tokyo 151

24
25 J&J AMUSEMENTS, INC.
Leon M. Wilbanks
26 General Manager
2315 Pringle Road SE
27 Salem, Oregon 97302

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JLG INDUSTRIES, INC.

Thomas D. Singer, Vice President & General Counsel
JLG Industries, Inc.
JLG Drive
McConnellsburg, PA 17233

KAWASAKI MOTORS CORP., U.S.A.

Donald Koprowski, Esq.
Kawasaki Motors Corp., U.S.A.
9950 Jeronimo Road
Irvine, CA 92718

KING O'LAWN PRODUCTS
MASTER MANUFACTURING COMPANY

Mr. Carlus Lovett
King O'Lawn Products
119 Main Street
Sioux City, IA 51102

KOHLER COMPANY

James Kieckhefer, Esq.
Kohler Company
444 Highland Drive
Kohler, WI 53044

KOMATSU ZENOAH AMERICA, INC.

Mr. Greg Moran
Komatsu Zenoah America, Inc.
1505 Pavilion Place, Suite A
Norcross, GA 30093
cc: Richard Cheatham, Esq.
Kilpatrick & Cody
1100 Peachtree Street
Suite 2800
Atlanta, GA 30309

KUBOTA CORPORATION
KUBOTA TRACTOR CORPORATION
KUBOTA MANUFACTURING OF AMERICA CORPORATION

Legal Counsel
Kubota Tractor Corporation
3401 Del Amo Boulevard
P.O. Box 2992
Torrance, CA 90509-2992

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LESCO, INC.

Patricia W. Pribisko, Esq.
General Counsel
LESCO, Inc.
20005 Lake Road
P.O. Box 16915
Rocky River, OH 44116

THE LINCOLN ELECTRIC COMPANY

Frederick G. Stueber, Vice President
General Counsel and Secretary
22801 St. Clair Avenue
Cleveland, Ohio 44117-1199

LITTLE BEAVER, INC.

LB EQUIPMENT, INC.
John A. Haynes
Little Beaver, Inc.
LB Equipment, Inc.
P.O. Box 840
Livingston, Texas 77351

MAGNUM DIAMOND & MACHINERY, INC.

Jeffrey K. Arnsward
Magnum Diamond & Machinery, Inc.
13902 Norby Road, P.O. Box L
Grandview, Missouri 64030

MAKITA U.S.A., INC.

Noriyasu Hattori, President
14930 Northan Street
La Mirada, CA 90638-5753

MANCO PRODUCTS, INC.

William Hatlem, President
Manco Products, Inc.
4404 Engle Ridge Drive
Fort Wayne, Indiana 46804

MARUYAMA U.S., INC.

Kirby J. Mitchell
Vice President, Controller
Maruyama U.S., Inc.
15436 N.E. 95th Street
Redmond, WA 98052-2547

1 MAXIM MANUFACTURING CO.

2 A.G. Easom, Jr.
3 Maxim Manufacturing Co.
4 Highway 21
5 P.O. Drawer A
6 Sebastopol, MS 39359

7 MCCULLOCH CORPORATION

8 W. Earl Stogner
9 McCulloch Corporation
10 2323 Peach Road
11 Williamsport, PA 17701-0307
12 cc: John P. Manbeck, Esq.
13 Rhoads & Simon
14 Dauphin Bank Building
15 1 South Market Square
16 12th Floor
17 P.O. Box 1146
18 Harrisburg, PA 17108-1146

19 MILLER ELECTRIC MANUFACTURING COMPANY

20 Don Corrigan, Vice President
21 Miller Electric Manufacturing Company
22 700 South Douglas
23 Appleton, WI 54914

24 MITSUBISHI ENGINE NORTH AMERICA, INC.
25 MITSUBISHI HEAVY INDUSTRIES, LTD.
26 MITSUBISHI MOTORS CORPORATION

27 Katsuo Terao, President
Mitsubishi Engine North America, Inc.
1250 Greenbriar Drive Suite E
Addison, IL 60101-1065

MOBILE TOOL INTERNATIONAL, INC.

Van J. Walbridge, President
Mobile Tool International, Inc.
5600 West 88th Avenue
Westminster, Colorado 88030

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MORIDGE MANUFACTURING, INC.

J. Duane Guyer
Moridge Manufacturing, Inc.
Highway 81 South
Moundridge, Kansas 67101

- MTD PRODUCTS INC.
- MTD PRODUCTS LTD.
- AIRCAP INDUSTRIES CORPORATION
- ARNOLD CORPORATION
- CUB CADET CORPORATION
- MIDWEST INDUSTRIES
- MODERN LINE PRODUCTS COMPANY
- MODERN TOOL AND DIE COMPANY
- WHITE OUTDOOR PRODUCTS COMPANY

David Herrington, Esq.
Wegman, Hessler, Vanderburg & O'Toole
6100 Rockside Woods Blvd, Ste. 345
Suite 345
Cleveland, OH 44131

- THE MURRAY OHIO MANUFACTURING CO.
- WESTERN TOOL AND STAMPING INC.
- AMF, INC., LAWN AND GARDEN DIVISION
- CANADIANA, INC.
- WESTERN INTERNATIONAL, INC.
- NOMA OUTDOOR PRODUCTS, INC.
- MURRAY CANADA, INC.

J. Kenneth Shropshire, Esq.
The Murray Ohio Manufacturing Co.
219 Franklin Road
Brentwood, TN 37027

NATIONAL MOWER COMPANY

Stan Kinhead
National Mower Company
c/o Robert W. Johnson, P.A.
1732 Grand Avenue
Saint Paul, Minnesota 55105-1888

NORDBERG, INC.

J.W. Verberne, CFO
Nordberg, Inc.
P.O. Box 383
Milwaukee, WI 53201

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ONAN CORPORATION

R.B. Stoner, Jr., President
Onan Corporation
500 Jackson Street
Columbus, IN 46201

PACER PUMPS

One Lark Avenue
Pacer Pumps
Leola, PA 17540-9512
Attn: R. Ernest Stoltzfus

THE PATRIOT COMPANY

Thomas W. Gearing
The Patriot Company
944 North 45th Street
Milwaukee, Wisconsin 53208

PIONEER MANUFACTURING COMPANY

James H. Schattinger, President
Pioneer Manufacturing Company
4529 Industrial Parkway
Cleveland, OH 44135

PLYMOUTH INDUSTRIES, INC. and its
subsidiaries GARLOCK EQUIPMENT CO.
and CIMLINE, INC.

Mr. David Nelson, President
c/o Jerome B. Abrams, Esq.
Austin & Abrams
700 Northstar West
625 Marquette Avenue
Minneapolis, MN 55402

POWER CURBERS, INC.

Dwight F. Messinger, President
Power Curbers, Inc.
2 Bringle Ferry Road
Salisbury, NC 28145

POWER-TRIM COMPANY, INC.

James O. Dykes
Power-Trim Company, Inc.
6841 Marlin Circle
LaPalma, CA 90623

1 RANSOMES AMERICA CORP.
2 CUSHMAN INC.
3 RANSOMES, INC.
4 STEINER TURF EQUIPMENT INC.
5 BROUWER TURF EQUIPMENT, LTD.

6 Marvin Jaques
7 Ransomes America Corp.
8 900 North 21st Street
9 P.O. Box 82409
10 Lincoln, NE 68501

11
12 ROBIN AMERICA, INC.
13 ROBIN MANUFACTURING, INC.
14 FUJI HEAVY INDUSTRIES, LTD.
15 FUJI ROBIN INDUSTRIES, LTD.
16 CARSWELL DISTRIBUTING COMPANY

17 Yasuo O'Hara
18 Robin America
19 940 Lively Boulevard
20 Wood Dale, IL 60191
21 cc: Mr. William Parsley
22 Carswell Distributing Company
23 P.O. Box 4193
24 Winston-Salem, N.C. 27115

25
26 ROHR MFG. GROUP, INC.
27 Rohr Manufacturing Group
28 Michael L. Rohrbacher, President
29 2524 11th Street
30 Rockford, IL 61104-7240

31
32 ROSCO MANUFACTURING COMPANY
33 Mr. Don Weber, Vice President
34 Rosco Manufacturing Company
35 311 South Union
36 Madison, SD 57042

37
38 RYOBI NORTH AMERICA, INC.
39 RYOBI OUTDOOR PRODUCTS, INC.
40 RYOBI AMERICA CORPORATION
41 RYOBI MOTOR PRODUCTS CORPORATION
42 RYOBI ELECTRIC TOOL MANUFACTURING INC.
43 Dr. Akio Urakami, Chairman/President
44 Ryobi Outdoor Products, Inc.
45 P.O. Box 1947
46 Easley, SC 29641
47 FE: 101 Grace Drive;Easley, SC 29640

1 SARLO POWER MOWERS, INC.

Mr. Arnold L. Sarlo
2 Sarlo Power Mowers, Inc.
P.O. Box 1169
3 Fort Meyers, FL 33902

4
5 SCHILLER-PFEIFFER, INC.
d/b/a "LITTLE WONDER" and "MANTIS"

Vickie J. Waitsman, Esq.
6 Schiller-Pfeiffer, Inc.
P.O. Box 38
7 1028 Street Road
Southampton, PA 18966

8
9 SHINDAIWA, INC.

Thomas L. Bunch
10 Shindaiwa, Inc.
P.O. Box 1090
11 Tualatin, Oregon 97062

12
13 SIMPLICITY MANUFACTURING, INC.

14 Stephen T. Jacobs, Esq.
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Attn: Mr. Fred J. Whyte

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Attention: Legal Department

Stihl International, GmbH and its subsidiaries;
(including Viking Umwettethnik, Ges.mbb, Kufstein,
Austria and Andreas Stihl Moto-Serras Ltd., Sao Leopoldo, Brazil)
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SULLAIR CORPORATION/SUNSTRAND CORPORATION

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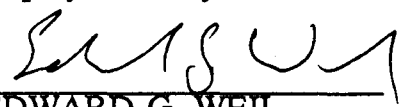
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