

ATTORNEY GENERAL--OFFICE COPY

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ENDORSED
FILED
San Francisco County Superior Court

NOV 1 2000

GORDON PARK-LI, Clerk
BY: MANUELITA ECHEVERRIA
Deputy Clerk

7 Attorneys for Plaintiffs People of the State of California

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 PEOPLE OF THE STATE OF CALIFORNIA ex. rel.) No. 306343
11 BILL LOCKYER, Attorney General of the State of)
California,) CONSENT JUDGMENT
12 Plaintiffs,)
13 v.)
14 Albertsons, Inc., et al.)
15 Defendants.)

17 **1. INTRODUCTION**

18 1.1. On September 13, 1999, the Attorney General of the State of California, on behalf of
19 the People of the State of California ("People"). filed a complaint for civil penalties and
20 injunctive relief for violations of Proposition 65 and unlawful business practices in this Court.

21 1.2. The following defendants were named in the complaint: Albertson's Inc., **Ardex**,
22 World Industries, Inc., Bio Lab, Inc., California Creations, Inc., (sued herein as
23 California Creations), Chem Lab Products, Inc., Dayton Hudson Corporation, dba Target Stores,
24 Dixieline Lumber Company, Do It Best Corporation, Dry Mix Products Co., Genova Products,
25 Inc., Greene Plastics Corporation (sued herein as Green Plastics Corporation), Eagle-Pilcher
26 Industries, Inc., Macklanburg-Duncan Co., Michael's Stores, Inc., **Oglebay** Norton Company,
27 **Oglebay** Norton Industrial Sands, Inc., Olin Corporation, Paragon Building Products, Inc., P.W.

1 Gillibrand Company, Recreational Water Products, Great Lakes Chemical Corporation,
2 Restoration Hardware, Inc., Richards Crafts, Inc. (sued herein as Richard's **Arts & Crafts**),
3 Safeway Inc., Wal-Mart Stores, Inc., and Whole Foods Market, Inc.

4 1.3. The following defendants were dismissed from this action: **Oglebay Norton**
5 Company, Paragon Building Products, Inc., Whole Foods Market, Inc., and Eagle-Picher
6 Industries, Inc.. All defendants remaining in this action are hereinafter referred to as "Settling
7 Defendants".

8 1.4. Each Settling Defendant is a corporation or other business entity that employs more
9 than 10 persons and which imports, distributes **and/or** sells Covered Products in the State of
10 California or has done so in the past.

11 a. For purposes of this Consent Judgment, the term "Covered Products" means all
12 products described in Exhibit A to this Consent Judgment, regardless of product nomenclature
13 and model design or designation including past or **future** modifications not affecting the basic
14 function of the products. Covered Products do not include soldering irons or soldering guns.
15 Products described as "Accessories" in Exhibit A are attachments to the power tools or hand tools
16 identified in Exhibit A, or otherwise work in connection or association with them, and are
17 Covered Products when used as accessories to other Covered Products identified as power tools.

18 b. For the purposes of this Consent Judgment, the term "dust" refers both to fine
19 particulate matter and to any material released from a Covered Product or from the use of a
20 Covered Product on masonry, wood, metal, or any other natural or synthetic substances. The
21 term includes but is not **limited** to particles, fibers, chips, residues, powder, smoke, fumes,
22 vapors, soot, grime, dirt, **chaff**, fines, flakes, sand, granules, **attritus**, efflorescence, sawdust,
23 detritus, filings, debris, grains, **friable** material, turnings, sweepings, **scourings**, rinse, raspings,
24 shavings, dregs, mud, remains, mist, and precipitates. "Dust" does not include engine exhaust.

25 1.5. The People's Complaint alleges that the Settling Defendants failed to provide clear
26 and reasonable warnings that use of the Covered Products would result in exposure to crystalline
27 silica, lead, hexavalent chromium, arsenic, or other chemicals known to the State of California to

1 cause cancer, birth defects or other reproductive **harm**. The Complaint further alleges that under
2 the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section
3 25249.6, also known as "Proposition 65," businesses must provide persons with a "clear and
4 reasonable warning" before exposing individuals to these chemicals, and that the Settling
5 Defendants failed to do so. The Complaint also alleges that these acts constitute **unlawful** acts in
6 violation of the Unfair Competition Law, Pursuant to Business and Professions Code sections
7 17200 *et seq.* The Complaint specifically alleges that the action does not seek any relief with
8 respect to occupational exposures to listed chemicals caused by products manufactured outside
9 the State of California.

10 1.6. For purposes of this Consent Judgment only, the parties stipulate that this Court has
11 jurisdiction over the allegations of violations contained in the People's Complaint and personal
12 jurisdiction over each Settling Defendant as to the acts alleged in the People's Complaint, that
13 venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter this
14 Consent Judgment as a full and final resolution of all claims which were or could have been
15 raised in the Complaint based on the facts alleged therein.

16 1.7. For the purpose of **avoiding** prolonged litigation, the Attorney General, acting on
17 behalf of and in the interests of the People, and Settling Defendants enter into this Consent
18 Judgment as a full and final settlement of all claims that were raised in the Complaint, or which
19 could have been raised in the Complaint, arising out of the facts or conduct alleged therein. By
20 execution of this Consent Judgment and agreeing to provide the relief and remedies specified
21 herein, Settling Defendants do not admit any violations of Proposition 65 or Business and
22 Professions Code sections 17200 *et seq.*, or any other law or legal duty, and specifically deny that
23 they have committed any such violations. Nothing in this Consent Judgment shall prejudice,
24 waive or impair any right, remedy, or defense the Attorney General and Settling Defendants may
25 have in any other or in future legal proceedings unrelated to these proceedings. However, this
26 paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of the
27 parties under this Consent Judgment.

1 **2. CLEAR AND REASONABLE WARNINGS**

2 2.1. The Consent Judgment agreed to by the parties to *People v. Ace Hardware*
3 *Corporation, et al.*, San Francisco Superior Court No. 995893, provides extensive and detailed
4 **procedures** governing the circumstances, schedule, and manner in which Manufacturers of
5 **Covered** Products identified in Exhibit B and sold for use in the State of California ("Exhibit B
6 **Products**") shall provide clear and reasonable warnings that some uses of those products expose
7 **persons** to chemicals known to the State of California to cause cancer, birth defects, or other
8 **reproductive** harm. The provisions of warnings in **accordance** with that Consent Judgment is an
9 **express** condition of this Consent Judgment, and the failure of the court to enter the Consent
10 Judgment in *Ace Hardware* shall be grounds to vacate this Consent Judgment.

11 2.2. Where a Proposition 65 warning is not required by this Consent Judgment for a
12 **Covered** Product sold for use in the State of California (*i.e.* those products listed on Exhibit A
13 that are not listed on Exhibit B, or "No Warning Products"), the Settling Defendants shall not
14 **provide** that product with a Proposition 65 warning concerning any exposure, unless required by
15 the federal Hazard Communication Standard. Provided, however, that chain saws and any other
16 **product** may retain any Proposition 65 warning required by the settlement of previous litigation.
17 The sole means of modifying this prohibition is a motion brought in accordance with section 5.

18 a. If a Proposition 65 warning is currently being provided with or on any No Warning
19 **Products**, and the warning is not otherwise allowed by this Consent Judgment, the Manufacturer
20 of each of these shall remove the warning in accordance with the schedule provided by this
21 **Consent** Judgment. However, a Settling Defendant may retain Proposition 65 warnings that
22 **would** otherwise have to be removed under this subparagraph if it reasonably believes that the
23 warning is required for occupational use of the product, and the product is sold in the same
24 **packaging** to both occupational and consumer customers.

25 b. For the purposes of this Consent Judgment, a Proposition 65 warning is one that
26 **contains** the phrase "Proposition 65", the phrase "a chemical known to the State of California", or
27 **language** **substantially** similar. However, nothing in this Consent Judgment shall prevent a party

1 from providing any warning that is or may potentially be required by any law other than
2 Proposition 65, including any regulatory or tort law. In particular, Settling Defendants may
3 provide warnings about cancer, birth defects, and reproductive harm, so long as the warnings are
4 not Proposition 65 warnings as defined in this subparagraph.

5 2.3. Nothing in this Consent Judgment requires that warnings be given for Covered
6 Products sold for use outside the State of California.

7 2.4. Nothing in this Consent Judgment requires that Proposition 65 warnings be given for
8 occupational exposures associated with any Covered Product that is manufactured outside of the
9 State of California, within the meaning of the June 6, 1997, U.S. Department of Labor,
10 Occupational Safety and Health Administration, "Approval; California State Standard on Hazard
11 Communication Incorporating Proposition 65," 62 Federal Register 31159-31181. All Covered
12 Products falling within this provision are deemed to be excluded from Exhibit B.

13 2.5. No Proposition 65 warnings concerning any exposure shall be provided on or with
14 Covered Products except as required by subparagraphs 2.1, 2.5, or 3.1, or as allowed by
15 subparagraph 2.2. The sole means of modifying this prohibition is a motion brought in
16 accordance with section 5.

17 3. INTERIM AND FINAL WARNINGS

18 3.1 An interim warning program for Exhibit B products sold to consumers in the State of
19 California shall be conducted in accordance with the following provisions.

20 a. Within 60 days from the date of entry of this Consent Judgment, each Settling
21 Defendant who owns or operates any retail store within the State of California ("Retail
22 Defendant" or, as a group, "Retail Defendants") shall provide to the store manager of every retail
23 store owned or operated by that Retail Defendant in the State of California that sells Exhibit B
24 products(1) a warning sign containing the language in Exhibit E, and (2) a communication
25 substantially in the form of Exhibit F (directing the recipient to post the warning sign). As shown
26 in Exhibit F, the letter shall direct the recipient to execute an acknowledgment and return it to the
27 sender within 21 days of receipt. If the sender has not received the acknowledgment within 30

1 **days** of sending, the sender shall so inform the Attorney General and provide a copy of the
2 **original** letter and any response from the recipient.

3 b. Within 60 days from the date of entry of this Consent Judgment, each Settling
4 Defendant who has a cooperative or franchise agreement with any retail store within the State of
5 California ("Coop Defendant" or, as a group, "Coop Defendants") shall provide to the store
6 manager of every store in the State of California that sells Exhibit B products with which the
7 Coop Defendant has a cooperative or franchise agreement (1) a warning sign containing the
8 language in Exhibit E, and (2) a communication substantially in the form of Exhibit G (informing
9 the recipient of its obligation to post the **warning** sign).

10 c. Within 60 days **from** the date of entry of this Consent Judgment, each Manufacturer of
11 an Exhibit B product shall provide to each retailer in the State of California to whom the
12 Manufacturer sells one or more Exhibit B products (1) a warning sign containing the language in
13 Exhibit E, and (2) a communication substantially in the form of Exhibit G (informing the
14 recipient of its obligation to post the warning sign). As shown in Exhibit G, the letter shall direct
15 the recipient to execute an acknowledgment and return it to the sender within 21 days of receipt.
16 If the sender has not received the acknowledgment within 30 days of sending, the sender shall so
17 inform the Attorney General and provide a copy of the original communication and any response
18 **from** the recipient. In providing the sign and communication in accordance with this
19 subparagraph, the Manufacturers of Exhibit B products may act individually or in one or more
20 groups, and may use third parties to send out the signs and communications and collect
21 acknowledgments. The parties recognize that any list of retailers provided to the Attorney
22 General under this subparagraph will be provided as **confidential** business information. The lists
23 and their contents shall be treated as **official** information in accordance with Evidence Code §
24 1040, and the Attorney General shall exercise its privilege to keep them confidential and
25 protected from public disclosure, if he determines this is required by law. The retailers to whom
26 signs and letters must be sent in accordance with this subparagraph do not include parties to this
27 Consent Judgment, defendants in *People v. Ace Hardware* (San Francisco Superior Court No.

1 995893), distributors who do not sell directly to the general public, and any retailer who
2 purchases 0.1% or less of the Covered Products the Manufacturer sells in **California**.

3 d. Retail stores may take down warning signs **provided** in accordance with this
4 subparagraph 3.1 one year after the entry of this Consent Judgment or when they have ascertained
5 that all Covered Products for which a warning is required being sold in their stores are providing
6 warnings under other parts of this judgment, whichever is sooner.

7 e. The requirements of this subparagraph 3.1 may be enforced by the Attorney General in
8 accordance with subparagraph 7.2.

9 3.2 All Exhibit B Products manufactured more than one year after entry of this Consent
10 Judgment shall have the warnings required under subparagraph 2.1, and described in
11 subparagraphs 2.5 and 2.6. However, the Manufacturer of any Exhibit B Product that begins to
12 design, lay out, and reprint the manual for that product after the entry of this Consent Judgment
13 but before the one-year deadline shall include in the reprinted manual the warning described in
14 subparagraph 2.5, unless the Manufacturer chooses to provide warnings in accordance with
15 subparagraph 2.6.

16 3.3 The provisions in subparagraph 2.2 requiring the removal of Proposition 65 warnings
17 from No Warning Products shall apply only to No Warning Products that are manufactured more
18 than one year after entry of this Consent Judgment. However, the manufacturer of any No
19 Warning Product that begins to design, lay out, and reprint the product packaging or warning
20 label for that product after the entry of this Consent Judgment but before the one-year deadline
21 shall remove from the product packaging or warning label any Proposition 65 warning prohibited
22 by subparagraph 2.2. This subparagraph 3.3 and subparagraph 2.2 are enforceable only against a
23 Settling Defendant that actually manufactures the product at issue, and not against any Settling
24 Defendant that merely sells or distributes the product at issue in packaging bearing the name or
25 trademark of that Settling Defendant.

26 3.4. Optional Interim Owner's **Manual/Product Warning Program**. A Defendant may
27 elect to provide the warnings otherwise required by subparagraph 3.1 by assuring that each

1 Exhibit B product it manufactures and is offered for sale in **California** on or after 90 days
2 following entry of this Consent Judgment either (a) has affixed to it a sticker in the form set forth
3 in Exhibit I, displayed on the outside of the product package so that it may be seen and read by
4 customers in the store; or (b) has **affixed** to the owner's manual, a **warning** in the form set forth in
5 Exhibit C. Alternatively, a Defendant may provide warnings by placing them in manuals for
6 Exhibit B products in accordance with subparagraph **2.5**, or by **affixing** to the manuals a warning
7 in the form of Exhibit C, in accordance with the following schedule: (a) in the 30 largest selling
8 Exhibit B product manuals within 90 days, (b) in a total of the 60 largest selling Exhibit B
9 product manuals within 180 days, (c) in a total of the 90 largest selling Exhibit B product
10 manuals within **270** days and (d) in all Exhibit B product manuals within one year after the entry
11 of the consent judgment. Such warning shall be in lieu of any **obligations** imposed by
12 subparagraph **3.1**, but is in addition to all obligations imposed by Paragraphs **2.1** though **2.8**.

13 3.5. Notwithstanding any other provision of this section **3**, no retailer defendant shall
14 have any obligation to provide any warning signs, or undertake any other obligation under this
15 section if it verifies that it does not as of the date of entry of this judgment sell any Covered
16 Products for which a warning is required under Exhibit B, and provides a declaration under
17 penalty of perjury to the Attorney General so stating, within 30 days after entry of this judgment.

18 **4. PAYMENTS**

19 4.1. Each party shall bear its own costs and fees. The entry of this judgment satisfies all
20 claims for civil penalties, attorney's fees, costs, restitution, cy pres funding, or any other form of
21 financial relief against Settling Defendants.

22 **5. MODIFICATION OF CONSENT JUDGMENT**

23 5.1. This Consent Judgment may be modified by written agreement of the Attorney
24 General and Settling Defendants, after noticed motion, and upon entry of a modified consent
25 judgment by the court thereon, or upon motion of the Attorney General or any Settling Defendant
26 as provided by law and upon entry of a modified consent judgment by the court.

27 ///

1 **6. CONTINUING OBLIGATIONS**

2 6.1. The manufacture, distribution, sale, resale, **and/or** use of Covered Products by
3 Settling Defendants, their suppliers, or those who are in **their** respective chains of distribution
4 (including wholesalers, brokers, **resellers**, dealers, distributors, original equipment manufacturers,
5 and retailers) does not violate Proposition 65 or the Unfair Competition Act if (1) warnings are
6 provided to consumers in compliance with this Consent Judgment, or (2) no warnings are
7 provided in compliance with this Consent Judgment.

8 6.2. Any Settling Defendant that has complied with the terms of this Consent Judgment
9 shall not be found to have violated this Consent Judgment because any other person shall have
10 failed to provide warnings.

11 6.3. Provided, however, that this paragraph shall not expand or diminish any duty to
12 comply with any changes made to Proposition 65 or its implementing regulations after the date of
13 this Consent Judgment. The parties recognize that, for purposes of this subparagraph, the listing
14 of chemicals under Proposition 65 is not a change in the statute or its implementing regulations.

15 6.4. This paragraph shall not resolve any claim with respect to a Covered Product for
16 which no warning is provided and the product is changed after entry of this Consent Judgment to
17 include Listed Chemicals not **previously** contained in the product, or chemicals that were
18 contained in the Covered Product but are added to the Proposition 65 list of chemicals after the
19 entry of judgment.

20 6.5 By entering into this Consent Judgment, the Attorney General does not waive any
21 right to take further enforcement action in accordance with paragraph 7.

22 **7. ENFORCEMENT**

23 7.1. The Attorney General may, by motion or application for an order to show cause
24 before this Court, enforce the terms and conditions contained in this Consent Judgment. In any
25 such proceeding, the Attorney General may seek whatever fines, costs, penalties, or remedies are
26 provided by law for failure to comply with the Consent Judgment and where said violations of
27 this Consent Judgment constitute subsequent violations of Proposition 65 or other laws

1 independent of the Consent Judgment **and/or** those alleged in the Complaint, the Attorney
2 General is not limited to enforcement of the Consent Judgment, but may seek in another action,
3 whatever fines, costs, penalties, or remedies are provided for by law for failure to comply with
4 Proposition 65 or other laws. In any action brought by the Attorney General alleging subsequent
5 violations of Proposition 65 or other laws, the **Settling** Defendant may assert any and all defenses
6 that are available. Only the Attorney General may enforce the provisions of this Consent
7 Judgment.

8 **7.2** The Attorney General may enforce the requirements of subparagraph 3.1 against any
9 Retail Defendant, Coop Defendant, cooperative member, **franchisee**, or independent retailer who
10 does not comply with ~~the~~ requirements of that paragraph, or who receives a warning sign sent in
11 accordance with that subparagraph but does not post the warning sign during the appropriate
12 interval. Provided, however, that if a defendant sends out the warning signs and letters as
13 required by subparagraph 3.1, and nevertheless a retail store fails to post the warning, the retail
14 store shall pay a stipulated penalty of \$100 for each sign that is required to be posted, but is not,
15 for each day on which the sign is not posted, or, where the retail store is relying on optional
16 warnings under section 3.4, for each product package on display without the required warning.

17 8. APPLICATION OF CONSENT JUDGMENT

18 **8.1.** This Consent Judgment shall apply to and be binding upon the parties, their parents,
19 divisions, subdivisions, subsidiaries, affiliates, franchisees, and licensees, and the predecessors,
20 successors, and assigns of any of them. For the purposes of this Consent Judgment, "affiliate"
21 means, with respect to any Settling Defendant, any other entity directly or indirectly controlling,
22 controlled by, or under common control with such Settling Defendant. This Consent Judgment
23 shall also be binding on the People of the State of California, as represented by the Attorney
24 General or by any person who may bring a claim in the public interest or on behalf of the general
25 public.

26 **8.2.** Any Settling Defendant subject to the consent judgment in *People v. Ace Hardware*
27 (San Francisco Superior Court No. 995893), shall be subject to this consent judgment only for

1 those products not covered in *People v. Ace Hardware*.

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

3 9.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
4 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
5 execute the Consent Judgment on behalf of the party represented and legally to bind that party.

6 **10. CLAIMS COVERED**

7 10.1. This Consent Judgment is a full, final, and binding resolution between the People
8 and Settling Defendants, of any violation of Proposition 65, Business & Professions Code
9 sections 17200 *et seq.*, or any other statutory or common law claim that could have been asserted
10 in the complaint against Settling Defendants for failure to provide clear and reasonable warnings
11 of exposure to chemicals known to cause cancer or reproductive toxicity associated with the
12 Covered Products, or any other claim based on the facts or conduct alleged in the Complaint,
13 whether based on actions committed by Settling Defendants or by any entity to whom they
14 distribute or sell Covered Products. Compliance with the **terms** of this Consent Judgment
15 resolves any issue now, in the past, and in the future concerning compliance by Settling
16 Defendants, their parents, divisions, subdivisions, subsidiaries, affiliates, franchisees, cooperative
17 members, and licensees; their distributors, wholesalers, and retailers who sell Covered Products;
18 and the predecessors, successors, and assigns of any of them; with the requirements of
19 Proposition 65 and Business & Professions Code sections 17200 *et seq.* Nothing in this Consent
20 Judgment shall be construed to affect the duties or liability of any employer with respect to any
21 duty to warn its employees.

22 **11. RETENTION OF JURISDICTION**

23 11.1. This Court shall retain jurisdiction of this matter to implement the Consent
24 Judgment.

25 **12. PROVISION OF NOTICE**

26 12.1. When any party is entitled to receive any notice under this Consent Judgment, the
27 notice shall be sent by overnight courier **service** to the person and address set forth in this

1 Paragraph. Any party may modify the person and address to whom the notice is to be sent by
2 **sending** each other party notice by certified mail, return receipt requested. Said change shall take
3 effect for any notice mailed at least five days after the ~~date the~~ return receipt is signed by the
4 party receiving the change.

5 12.2. Notices shall be sent to the following when required:

6 For the Attorney General:

7 Edward G. Weil, Deputy Attorney General
8 1515 Clay St., 20th Flr.
9 Oakland, CA 94612-1413
Telephone: (510) 622-2149
Facsimile: (510) 622-2270

10 12.3 Notices for the Settling **Defendants** shall be sent to the names and addresses set
11 forth in Exhibit H.

12 **13. COURT APPROVAL**

13 13.1. If this Consent Judgment is not approved by the Court, it shall be of no force or
14 effect.

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1 **14 EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: *October 20, 2000* BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: *Edward G. Weil*
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

16 By: _____
17 Title:
18 On behalf of Defendant:

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 ALFRED G. CHIANTELLI
23 Presiding Judge

23 Dated: *OCT 27 2000* _____
24 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 **IT IS SO STIPULATED:**

5 Dated: **BILL LOCKYER**
6 **Attorney General**
7 **RICHARD M. FRANK**
8 **Chief Assistant Attorney General**
9 **THEODORA BERGER**
10 **Assistant Attorney General**
11 **CRAIG THOMPSON**
12 **EDWARD G. WEIL**
13 **SUSAN S. FIERING**
14 **Deputy Attorneys General**

11 By: _____
12 **Edward G. Weil**
13 **Deputy Attorney General**
14 **For Plaintiffs People of the State of California**

14 Dated:

15
16 By:  _____ *fr*
17 Title: **Charles F. Cole**
18 **Vice President, Litigation and**
19 **Regulatory Affairs**
20 **On behalf of Defendant.** *Alberto & Inc*

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: _____
23 **JUDGE OF THE SUPERIOR COURT**

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 **IT IS SO STIPULATED:**

5 Dated: **BILL LOCKYER**
6 **Attorney General**
7 **RICHARD M. FRANK**
8 **Chief Assistant Attorney General**
9 **THEODORA BERGER**
10 **Assistant Attorney General**
11 **CRAIG THOMPSON**
12 **EDWARD G.**
13 **SUSAN S. FIERING**
14 **Deputy Attorneys General**

11 By: _____
12 **Edward G. Weil**
13 **Deputy Attorney General**
14 **For Plaintiffs People of the State of California**

14 Dated: **FOR: ARMSTRONG WORLD INDUSTRIES, INC.**

15 By: ⁴¹⁰ *N. T. Gangl*
16 **Title: Deputy General Counsel, Corporate and Assistant**
17 **Print Name: N. T. Gangl** *Secretary*

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: _____
23 **JUDGE OF THE SUPERIOR COURT**

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may **be executed in counterparts** and by
3 **means** of facsimile, which taken together shall be deemed to **constitute** one document.

4 **IT IS SO STIPULATED:**

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: *Rory J. Bloom*
17 Title: *President and CEO*
18 On behalf of Defendant: *Bu Ret, Inc*

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated: *SEPTEMBER 20, 2000*

15 By: *Robert K. Brown* _____
16 Title: *PRESIDENT*

17 On behalf of Defendant: *California Creations, Inc.*

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 **IT IS SO STIPULATED:**

5 **Dated:** BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15 By: Debra Schenk
16 Title: CORPORATE SECRETARY
17 On behalf of Defendant: CHEM LAB PRODUCTS INC.
18
19
20

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION **IN** COUNTERPARTS

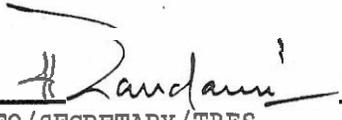
2 14.1. The stipulations to this Consent Judgment ~~may be~~ executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to **constitute** one document.

4 IT IS SO STIPULATED:

5 Dated: **BILL LOCKYER**
6 Attorney General
7 **RICHARD M. FRANK**
8 Chief Assistant Attorney General
9 **THEODORA BERGER**
10 Assistant **Attorney** General
11 **CRAIG THOMPSON**
12 **EDWARD G. WEIL**
13 **SUSAN S. FIERING**
14 Deputy **Attorneys** General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney **General**
14 For Plaintiffs People of the State of California

14 Dated: 9/28/00

15 By:  _____
16 Title: CFO/SECRETARY/TRES.
17 **HAMID DAUDANI**
18 **On behalf of Defendant: Dixieline Lumber Company, Inc.**

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 **JUDGE OF THE SUPERIOR COURT**

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts **and** by
3 means of facsimile, which taken together shall be **deemed to** constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
Assistant Attorney General
10 CRAIG THOMPSON
11 EDWARD G. WEIL
12 SUSAN S. FIERING
13 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: 
17 Title: General Counsel
18 On behalf of Defendant: *Do it Best Corp.*

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 **IT IS SO STIPULATED:**

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: Susan M. Bruce
17 Title: President

18 On behalf of Defendant:

19 Dry Mix Products Company

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

24
25
26
27

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
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4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIEFUNG
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated: 9/7/00

15 By: *Ronald A. Finkgrave*
16 Title: VICE PRESIDENT - OPERATIONS
17 On behalf of Defendant: *GENOVA PRODUCTS, INC.*

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together **shall** be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: *Randy J. Blea*
17 Title: *Executive Vice President*
18 On behalf of Defendant: *Quat Ruler Chemical Corp.*

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 **JUDGE OF THE SUPERIOR COURT**

1 **14. EXECUTION IN COUNTERPARTS**

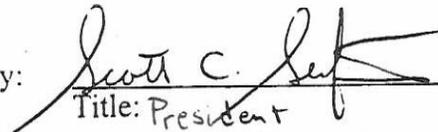
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4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated: 9/17/00

15
16 By:  _____ Scott C. Seifert
17 Title: President
18 On behalf of Defendant: Greave Plastics Corp.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 **JUDGE OF THE SUPERIOR COURT**

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to Judgment may be **executed in counterparts** and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 **RICHARD M. FRANK**
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. **WEIL**
13 SUSAN S. **FIERING**
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy **Attorney** General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: _____
17 Title: Vice President and General Manager *rgu*
18 GE Silicones
19 On behalf of Defendant: Macklanburg-Duncan, Co.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: *Laurence H. Frie*
17 Title: Executive Vice President-
18 General Merchandise Manager
19 On behalf of Defendant: Michaels Stores, Inc.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

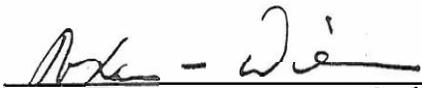
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4 IT IS SO STIPULATED:

5 Dated: **BILL LOCKYER**
6 Attorney General
7 **RICHARD M. FRANK**
8 Chief Assistant Attorney General
9 **THEODORA BERGER**
10 Assistant Attorney General
11 **CRAIG THOMPSON**
12 **EDWARD G. WEIL**
13 **SUSAN S. FIERING**
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated: 8.31.00

15
16 By: 
17 _____
18 Title/ Partner Arter & Hadden LLP

of Defendant: Oglebay Norton Industrial, Sands, Inc.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

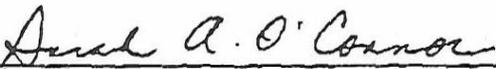
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4 **IT IS SO STIPULATED:**

5 Dated: **BILL LOCKYER**
6 Attorney General
7 **RICHARD M. FRANK**
8 Chief Assistant Attorney General
9 **THEODORA BERGER**
10 Assistant Attorney General
11 **CRAIG THOMPSON**
12 **EDWARD G. WEIL**
13 **SUSAN S. FIERING**
14 Deputy Attorneys General

15 By: _____
16 **Edward G. Weil**
17 Deputy Attorney General
18 For Plaintiffs People of the State of California

19 Dated:

20 
21 Olin Corporation
22 By: Arch Chemicals, Inc., its Agent and Attorney in Fact,
23 By: Sarah A. O'Connor, General Counsel

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 Dated:

26 _____
27 **JUDGE OF THE SUPERIOR COURT**

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated: 9/3/2003
15
16 By: John L. Carty
17 Title: Risk Management - Insurance
18 On behalf of Defendant:
19 P.W. Gillibrand Co, Inc

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. **The** stipulations to **this Consent** Judgment may be executed **in** counterparts and by
3 **means** of facsimile, which taken together shall be deemed **to** constitute one document.

4 **IT IS SO STIPULATED:**

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. **FRANK**
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: Larry J. Bloom
17 Title: President and CEO
18 On behalf of Defendant: Recreational Water Products Inc

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15 
16 By: _____
17 Title: Lawrence J. Gornick, Esq.

18 On behalf of Defendant: **Restoration Hardware, Inc.**

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 THEODORA BERGER
10 Assistant Attorney General
11 CRAIG THOMPSON
12 EDWARD G. WEIL
13 SUSAN S. FIERING
14 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated:

15
16 By: 
17 Title: VICE PRESIDENT
18 be lf of fendant: RICHARDS CRAFTS INC

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

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3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: **BILL LOCKYER**
6 Attorney General
7 **RICHARD M. FRANK**
8 Chief Assistant Attorney General
9 **THEODORA BERGER**
Assistant Attorney General
10 **CRAIG THOMPSON**
11 **EDWARD G. WEIL**
12 SUSAN
13 Deputy Attorneys General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated: *October 2, 2000*

15
16 By: *Salvatore D. Lewis*
17 Title: *Asst. V.P. and Asst. Secy*
18 On behalf of Defendant: *Safeway Inc.*

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 **14. EXECUTION IN COUNTERPARTS**

2 14 1 to this Consent Judgment ~~may~~ be executed in counterparts and by
3 means of facsimile, which taken together shall be ~~deemed~~ to constitute one document.

4 IT IS SO STIPULATED.

5 Dated: **BILL LOCKYER**
6 **Attorney General**
7 **RICHARD M. FRANK**
8 **Chief Assistant Attorney General**
9 **THEODORA BERGER**
10 **Assistant Attorney General**
11 **CRAIG THOMPSON**
12 **EDWARD G. WEIL**
13 **SUSAN S. FIERING**
14 **Deputy Attorneys General**

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

14 Dated. Target Corporation, formerly known as
15 Dayton Hudson Corporation

16 By: *Michael J. Wahlig*
17 Title: Michael J. Wahlig, Authorized Signatory
18 On behalf of Defendant:

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 **JUDGE OF THE SUPERIOR COURT**

1 **14. EXECUTION IN COUNTERPARTS**

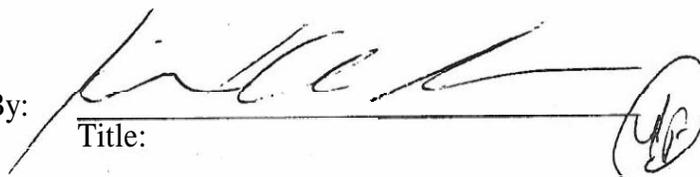
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4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By:  _____
17 Title: 
18 On behalf of Defendant Wal-Mart Stores, Inc.

19 IT IS SO ORDERED, ADJUDGED, AND DECREED.

20 Dated: _____
21 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Exhibit A: Covered Products

Power Tools

Saws such as band, block, brick, circular, chain, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, **refractory**, scroll, **stonecutting**, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and **trimmers**.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Power hobby tools, such as multipurpose tool kits used for cutting and etching.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

Accessories

Bits such as general purpose drill, bull point, forstner, masonry, diamond, core, cutter, muter, auger, sander, grinding stone, mandrel, and screwdriver bits.

Saw blades such as circular, diamond, reciprocating, hole, band, jig, grit rod, grit back, masonry, abrasive, hack saw, and edge blades.

Carving tools, molding heads, dadoes, cutting blades.

Shaper and knife products, wires and lines for cutting, saw chains.

Chisels, chippers, breakers, bushing tools, files, and rasps.

Wire brushes.

Vacuums and other dust removal equipment.

Lathe equipment.

Wheels, discs, belts, rubs and pads such as sand, grinding, cutting, abrasive, diamond, mounted points, polishing, and buffing wheels, discs, belts and pads.

Sand paper such as sheet, disk, pre-cut and pre-form papers.

(Exhibit **A** continued)

Building Materials

Clay and ceramic bricks, pavers, tiles, and other shapes; crushed brick, powdered brick, ground clay, and clay used for making bricks.

Concrete blocks, bricks, pavers, tiles, pipes, panels, and other concrete shapes.

Refractory bricks, blocks, and other shapes; and **refractory** products used to make other refractory products.

Gypsum wallboard, drywall, and other wallboards.

Mortars, grouts, **portland** cements, cement mixes, blended cements (including cement repair kits), magnesium oxide, magnesium hydroxide, and joint and other compounds used in connection with wallboard.

Chemically treated wood.

Sand, gravel, crushed stone, and aggregate (including abrasive blasting materials).

Pool filter aids.

Old Fashioned Milk Paint

Recreational sand (e.g., "play sand").

Hand Tools

Saws.

Drills.

Hammers.

Screwdrivers.

Scrapers.

Knives.

Chisels.

Pry bars.

Files, rasps, and planes.

Sanding blocks, sandpaper, and sharpening stones.

Brooms.

Steel wool.

EXHIBIT B

Exhibit B: Products for Which a Warning is Required

Power Tools

Saws such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

EXHIBIT C

WARNING

Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. Some examples of these chemicals are:

- lead from lead-based paints,
- crystalline silica from bricks and cement and other masonry products, and
- arsenic and chromium from chemically-treated lumber.

Your risk from these exposures varies, depending on how often you do this type of work. To reduce your exposure to these chemicals: work in a well ventilated area, and work with approved safety equipment, such as those dust masks that are specially designed to filter out microscopic particles.

[Note: Text in brackets is optional.]

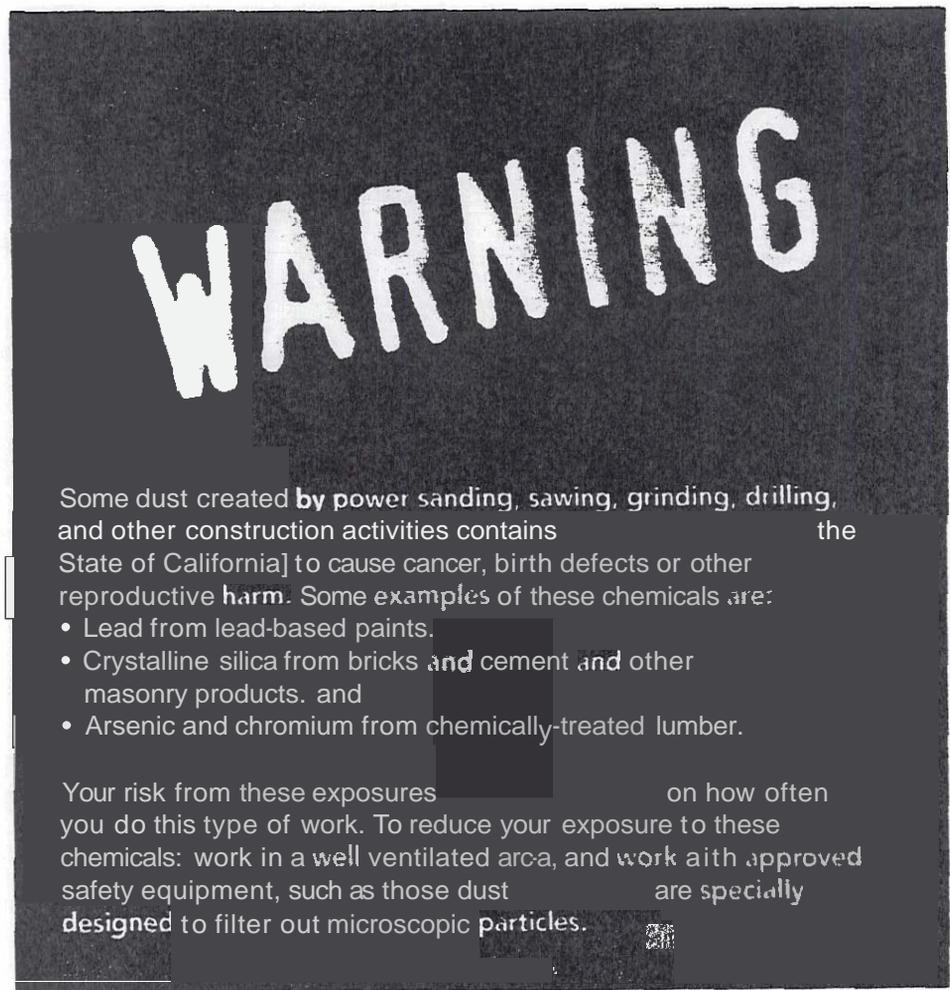


EXHIBIT D

Exhibit D: Warning Label

WARNING: Some dust created by using power tools contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Exhibit E:

[SAME WARNING AS EXHIBIT C]



Ex D

Note: On the originals of Exhibits C, D, and E, the word "WARNING" appears in bright yellow

EXHIBIT E

WARNING

Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains chemicals known [to the State of California] to cause cancer, birth defects or other reproductive harm. Some examples of these chemicals are:

- Lead from lead-based paints,
- Crystalline silica from bricks and cement and other masonry products, and
- Arsenic and chromium from chemically-treated lumber.

Your risk from these exposures varies, depending on how often you do this type of work. To reduce your exposure to these chemicals: work in a well ventilated area, and work with approved safety equipment, such as those dust masks that are specially designed to filter out microscopic particles.

EXE

EXHIBIT F

Exhibit F:

FROM RETAIL DEFENDANTS TO STORE MANAGERS
DIRECTING THEM TO POST **WARNING** SIGNS OR AFFIX WARNING LABELS.]
(Company letterhead, proper address)

Dear Store Manager:

Enclosed are [signs for posting in your store] [labels to be affixed on power tool products] concerning exposures to chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm, caused by use of power tools. Dust **from** materials such **as** concrete blocks, lead-based **paint**, and chemically-treated wood contains these chemicals in amounts that can be significant for people who use power tools frequently.

Warnings for these products are required by a Consent Judgment approved by the Superior Court and agreed to by the parties in *People of the State of California v. Ace Hardware, et al.* (San Francisco Superior Court No. **995893**). Accordingly, it is very important that you post the signs **as** directed.

FAILURE TO [POST THE SIGNS] [AFFIX THE LABELS] COULD RESULT IN LEGAL ACTION BY THE ATTORNEY GENERAL SEEKING COURT ORDERS AND CIVIL PENALTIES AGAINST OUR COMPANY. THESE PENALTIES COULD AMOUNT TO \$100 PER SIGN THAT YOU FAIL TO POST.

You must [post the signs] [affix the labels] in one of the following ways:

[1. For stores that have central check-outs in the front of the store, one sign should be posted at every aisle devoted to power tools. For stores that have multiple check-outs located elsewhere in their stores, one sign can be posted either at each aisle where power tools are displayed or at the cash register or check-out **counter** nearest to where the power tools are displayed.]

[2. If over **50%** of the shelf space (by estimate) in your store is devoted to sales of power tools, post at the check-out registers.]

[1. **Affix** one of the enclosed labels on the packaging of each power tool product listed on Exhibit B (attached), in a location on the packaging likely to be seen by consumers purchasing the product, without obscuring any other warnings that may appear on the packaging.]

[Do NOT post the signs on the front door of the store, or on walls that could be blocked or difficult for your customers to see.]

[Full-color signs] [Durable adhesive labels] **are** enclosed. If you need more, call or e-mail me at [telephone number and e-mail address]. [Do NOT make black-and-white copies of the sign.]

Exhibits to Consent Judgment: *People v. Albertson's, et al.*, No. **306343**

Because of the importance of this matter, please acknowledge receipt of this communication ASAP, by using the attached **form**. We must have 100% compliance on this matter. **We are subject to a \$100 fine for EACH sign that is missing, for EACH DAY the sign is missing.**

Exhibit 1 [same list as Exhibit B]

Saws such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and **buffers**.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

Exhibit 2

ACKNOWLEDGMENT

People v. Ace Hardware Consent Judgment:
Warning Signs

I received the letter, and our store will post the signs as required.

Store Name:

Address:

Printed Or Typed ~~Name~~ Of Signatory:

Title:

Signature:

Date:

EXHIBIT G

Exhibit G:

[LETTER FROM COOP DEFENDANTS AND MANUFACTURERS OF EXHIBIT B PRODUCTS TO INDEPENDENT RETAILERS NOTIFYING **THEM** OF THEIR OBLIGATION TO POST WARNING SIGNS.]

Dear Retailer:

The Attorney General of the State of California has filed suit against **95** defendants who manufacture or sell power tools, accessories, bricks, cement blocks, and other products, and has alleged that the sale of these products violates the California laws known as Proposition **65** and ~~the Unfair Competition Law~~ (*People of the State of California v. Ace Hardware*, San Francisco Superior Court No. **995893**). Without admitting liability, the power-tool manufacturers and other defendants have negotiated a settlement in which independent retailers are protected from liability for selling these products, so long as they follow certain procedures specified by the Attorney General. This letter explains the nature of the suit, and identifies the procedures you need to follow. A copy of the settlement document will be provided at your request.

However, if you do not sell any of the products identified in Exhibit 1, you are not required to implement any of the procedures. Please check the box in the acknowledgment form attached as Exhibit **2**, and sign and return the acknowledgment in the enclosed envelope.

Proposition **65** requires that a warning be given in many circumstances in which people are exposed to substances "known to the State of California" to cause cancer, birth defects, or other reproductive harm. The Attorney General's suit claims that these chemicals are generated when power tools are applied to **substances** such as (a) old lead-based paints, (b) **bricks**, cement blocks, and other products that contain crystalline silica, and (c) wood treated with arsenic and chromium.

The defendants who manufacture products identified in Exhibit 1 have agreed to place warnings in the manuals they supply with the products. However, it will take some time to get the thousands of different manuals revised and reprinted, and in the meantime the Attorney General has required an interim warning program consisting of warning signs posted in retail stores. The defendant retailers, which include many of the largest national retailers and cooperatives, have agreed to comply with this program.

If you implement the following procedures, you will be protected from liability under Proposition **65** and the Unfair Competition Law for selling these products. However, **if you sell the products listed on Exhibit 1 and do not implement the following procedures, YOU MAY BE SUED by the Attorney General or a "private enforcer", and may be required to pay penalties and post warning signs.**

You must post the enclosed sign in one of the following ways:

1. In the section of your store where power tools are sold, post one sign in the power-tool section or, if the section extends for more than one aisle, post

one sign for **each** side of every aisle.

2. If **you** have a separate check-out for power tools, you may post the sign on the cash register or check-out counter for the power-tool section.
3. If you have no more than two cash registers for the store, you may post the sign at the check-out registers.
4. If over 50% of the shelf space (by estimate) in your store is devoted to sales of power tools, you may post at the check-out registers.

DO NOT post the sign on the front door of the store, or on walls that could be blocked or difficult for your customers to see.

A full-color sign is enclosed. If you need more, call [insert number] for more, or send an e-mail to [insert e-mail address]. DO NOT make black-and-white copies of the sign.

You may take the sign down [one year after the entry of the consent judgment] or when you ascertain that the Exhibit 1 products you are selling contain manuals that include the warning, whichever is sooner.

Please sign the enclosed acknowledgment attached as Exhibit 2 and **return** it in the enclosed envelope ASAP. If you do not **return** the **acknowledgment**, the Attorney General make take legal action against you.

[Closing, signature, name, title]

Exhibit 1 [same list as Exhibit B]

Saws such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners **such as** general purpose and plate joiners.
Paint drying and removing tools, including heat guns.
Drywall cutters and trimmers.

Exhibit 2

ACKNOWLEDGMENT

People v. Ace Hardware Consent **Judgment:** Warning Signs

- I received the **letter**, and our store will post the signs as required.

- Our store does not sell any of the products identified in the **letter** and Exhibit 1.

Company Or Store Name:

Address:

Printed Or Typed Name Of Signatory:

Title:

Signature: _____

Date:

EXHIBIT H

Exhibit H: Address for Receiving Notice

For Michael's Stores:

Marjories L. Powell
Associate General Counsel
Michaels Stores, Inc.
8000 Bent Branch Drive
Irving, TX 75063

For Albertsons, Inc.:

Larry D. Anderson
Senior **Attorney**
Albertsons, Inc.
Corporate Legal Dept.
250 Parkcenter Blvd.
P.O. Box 20
Boise, ID 83726

For **Chem** Lab Products, Inc.:

Debra Schonk
Chem Lab Products, Inc.
5160 E. Airport Drive
Ontario, CA **91761-07824**

For **Oglebay** Norton Industrial Sands, Inc.:

John K. Kim, Jr.
Oglebay Norton Industrial Sands; Inc.
1100 Superior Avenue, **21st** Floor
Cleveland, OH **44114-2598**

For **Olin** Corporation:

General Counsel
Arch Chemicals, Inc.
501 Memt 7
P.O. Box 5204
Norwalk, CT 06856-5204

For Dixieline Lumber Company, Inc.:

CFO/Sec./Tres.
3250 Sports Arena Blvd.
San **Diego**, CA 92110

For

Sean J. **Murphy**
GE Silicones
260 Hudson River Road
Waterford, NY 12188

For Biolab, Inc., Great Lakes Chemical Corporation, and
Recreational Water Products, Inc.:

Louis B. **Bolognini**
Vice President and General Counsel
Biolab, Inc.
627 E. College Avenue
Decatur, GA 30030

For **Safeway**, Inc.:

Valerie D. Lewis
Senior Counsel
Safeway, Inc.
5918 Stone Ridge Mall Road
Pleasanton, CA 94588-3229

For Michaels Stores:

Marjorie L. Powell
Associate General Counsel
Michaels Stores, Inc.
8000 Bent Branch Drive
Irving, TX 75063

For **Albertsons**, Inc.:

Larry D. Anderson
Senior Attorney
Albertson's, Inc.
Corporate Legal Dept.
250 Parkcenter Blvd.
P.O. Box 20
Boise, ID 83726

For **Chem Lab Products, Inc.:**

Debra Schonk
Chem Lab Products, Inc.
5160 E. Airport Drive
Ontario, CA 91761-7824

For **Ardex:**

Laurie P. Angelo
Ardex, Inc.
115 Stoops Perry Road
Coraopolis, PA 15108

For **Target:**

Peg Schoenfelder
Mervyn's
22301 Foothill Blvd., MS 4135
Hayward, CA 94541-2771.

For **Oglebay Norton Industrial Sands, Inc.:**

John J. Kim, Jr.
Oglebay Norton Industrial Sands, Inc.
1100 Superior Avenue, 21st Floor
Cleveland, OH 44114-2598

For **Olin Corporation:**

General Counsel
Arch Chemicals, Inc.
501 Merritt 7
P.O. Box 5204
Norwalk, CT 06856-5204

For **Dry Mix Products Company:**

Susan Bruce
Dry Mix Products Company
P.O. Box 730
Roseville, CA 95661

For **P.W. Gillibrand Co.:**

Jeanne Canty
P.W. Gillibrand Co., Inc.
5131 Tapo Canyon Road
Simi Valley, CA 93063

For California Creations, Inc.:
Robert **Bowman**
President
California Creations, **Inc.**
6892 S. Quentin Street
Englewood, CO 80112

For Greene Plastics Corporation:
Scott C. Seifert
President
Greene Plastics Corporation
P.O. Box 178
105 Canonchet Road
Hope Valley, **Rhode** Island 02832

For Richards Crafts, **Inc.**:
Joe Delfosse
Vice President
Richards Crafts, Inc.
4502 Las **Positas** Road
Livemore, CA 94550

For Restoration Hardware, Inc.:
Walter Parks
4040 Civic Center Drive
Suite 410
San Rafael, CA 94903

For Genova Products:
Genova Products
Attn: Donald A. Dinkgrave
Vice President - Operations
7034 E. Court Street
Davison, **MI** 48423

For Do it Best Corp.:
Do it Best **Corp.**
Attn: General Counsel
P.O. Box 868
6502 Nelson Road
Fort Wayne, IN 46801-0868

EXHIBIT I

Exhibit I: Business Card Size Warning, Stating :

WARNING Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains chemicals known [to the State of California] to cause **cancer**, birth defects or other reproductive harm. Some Example of these chemicals are:

- Lead from lead-based **paints**
- Crystalline **silica** from bricks and cement and other masonry products
- Arsenic and chromium from chemically-treated lumber

