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ENDORSED
FILED
San Francisco County Superior Court

MAR 22 2004

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GORDON PARK-LI, Clerk
BY: JOCELYN C. ROQUE
Deputy Clerk

8 Attorneys for Plaintiff
9 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12
13 COUNTY OF SAN FRANCISCO

14
15 MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION,

CASE NO. 411379

16 Plaintiff,

~~[proposed]~~

17
18 vs.

ORDER APPROVING SETTLEMENT
(Linens N Things)

19 KINDERMAN J. & SONS, et al.,

Date: March 22, 2004

Time: 9:30 a.m.

Dept.: 301

20 Defendants.
21 _____ /

22
23 Plaintiff's motion for approval of settlement and entry of Consent Judgment came on
24 regularly for hearing on noticed motion on May 22, 2004. The court finds that

25 1. The warnings required by the Consent Judgment comply with the requirements of
26 Proposition 65.
27

1 2. The payments in lieu of civil penalty specified in the Consent Judgment are
2 reasonable based on the criteria in Calif. Health & Safety Code §25249.7(b)(2);
3 and

4 3. The attorneys fees and costs awarded under the Consent Judgment are reasonable
5 under California law.

6 Based upon these findings, the settlement and Consent Judgment are approved.

7 IT IS SO ORDERED.

8
9 Dated: MAR 22 2004

RONALD EVANS QUIDACHET

10 Judge of the Superior Court

1 WILLIAM VERICK (State Bar #140972)
2 KLAMATH ENVIRONMENTAL LAW CENTER
3 FREDRIC EVENSON (State Bar #198059)
4 424 First Street
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8 Attorneys for Plaintiff
9 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

10 SUPERIOR COURT OF CALIFORNIA — UNLIMITED JURISDICTION
11 COUNTY OF SAN FRANCISCO

12 MATEEL ENVIRONMENTAL JUSTICE
13 FOUNDATION,

14 Plaintiff,

15 v.

16 KINDERMAN J., et al.,

17 Defendants.

Case No. 411379

**CONSENT JUDGMENT
(LINENS 'N THINGS)**

18
19 **1. INTRODUCTION**

20 **1.1** On or about August 12, 2002, Plaintiff, the MATEEL ENVIRONMENTAL
21 JUSTICE FOUNDATION ("MEJF"), acting on behalf of itself and the general public, filed this
22 action for civil penalties and injunctive relief in San Francisco County Superior Court against
23 defendant LINENS 'N THINGS. The Complaint alleges, among other things, that Defendant
24 LINENS 'N THINGS violated provisions of the Safe Drinking Water and Toxic Enforcement Act
25 of 1986, Health and Safety Code Sections 25249.5, *et seq.* ("Proposition 65"), and Business and
26 Professions Code Sections 17200, *et seq.* (the "Unfair Competition Act") by knowingly and
27 intentionally exposing persons to products containing lead and/or lead compounds, which are
28 chemicals known to the State of California to cause cancer and birth defects or other reproductive

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GORDON PARK-LI, Clerk
BY: JOCELYN C. ROQUE
Deputy Clerk

1 harm, without first providing a clear and reasonable warning to such individuals. The Complaint
2 was based upon a 60-Day Notice letter, dated January 13, 2002, sent by Plaintiff MEJF to
3 LINENS 'N THINGS, the California Attorney General, all District Attorneys, and all City
4 Attorneys with populations exceeding 750,000.

5 **1.2** LINENS 'N THINGS is a business that employs ten or more persons and that
6 distributes, markets and/or sells within the State of California decorative, holiday and string
7 lighting products alleged to contain lead and/or lead compounds. Lead and lead compounds are
8 chemicals known to the State of California to cause cancer, and lead is a chemical known to the
9 State of California to cause reproductive toxicity pursuant to Health and Safety Code Section
10 25249.9. Products containing lead and/or lead compounds that are sold or distributed in the State
11 of California are, under specified circumstances, subject to the Proposition 65 warning
12 requirement set forth in Health and Safety Code Section 25249.6. Plaintiff MEJF alleges that
13 decorative, holiday and string lighting products manufactured, distributed, sold and/or marketed
14 by LINENS 'N THINGS for use in California and containing lead and/or lead compounds require
15 a warning under Proposition 65.

16 **1.3** For purposes of this Consent Judgment, the term "Covered Products" shall be
17 defined as decorative or holiday string lights or lighted products which are made of a PVC or
18 other thermoplastic coating covered wire or cable, which have light(s) connected to or located
19 along the wire or cable and which contain lead and/or lead compounds in the wire coating which
20 exceed the testing and exposure levels set forth in Section 2.1(c) below to the extent such
21 products are distributed for or otherwise sold at retail to consumers within the State of California
22 by LINENS 'N THING.

23 **1.4** For purposes of this Consent Judgment, the parties stipulate that this Court has
24 jurisdiction over the allegations contained in the 60-Day Notice letter of January 2002, any prior
25 or subsequent 60-Day Notice Letters from MEFJ to LINENS 'N THINGS regarding the Covered
26 Products and/or Complaint and personal jurisdiction over LINENS 'N THINGS as to the acts
27 alleged in the Complaint, the 60-Day Notice of January 2002, and/or any prior or subsequent 60-
28 Day Notice Letters from MEFJ to LINENS 'N THINGS regarding the Covered Products, that

1 venue is proper in the County of San Francisco and that this Court has jurisdiction to enter this
2 Consent Judgment as a full settlement and resolution of the allegations contained in the 60-Day
3 Notice of January 2002, any prior or subsequent 60-Day Notice Letters from MEFJ to LINENS
4 'N THINGS regarding the Covered Products and/or Complaint and of all claims which were or
5 could have been raised in whole or in part, directly or indirectly, on the facts alleged therein or
6 arising therefrom or related thereto.

7 **1.5** This Consent Judgment resolves claims that are denied and disputed. The parties
8 enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
9 between the parties and those entities within the parties' chain of distribution for the purpose of
10 avoiding prolonged litigation. This Consent Judgment and compliance with it shall not constitute
11 an admission with respect to any allegation made in the 60-Day Notice of January 2002, any prior
12 or subsequent 60-Day Notice Letters from MEFJ to LINENS 'N THINGS regarding the Covered
13 Products, and/or the Complaint, each and every allegation of which LINENS 'N THINGS denies,
14 nor may this Consent Judgment or compliance with it be used as an admission or evidence of any
15 fact, wrongdoing, misconduct, culpability or liability on the part of LINENS 'N THINGS.

16 **2. INJUNCTIVE RELIEF - CLEAR AND REASONABLE WARNING**

17 **2.1** As to the Covered Products, warnings described in section 2.2 are required unless
18 the conditions set forth in paragraph 2.1, below are met

19 **(a)** The thermoplastic, plastic or polyvinyl chloride used in the cable or wire
20 coating shall have no lead as an intentionally added constituent;

21 **(b)** A representative sample of the thermoplastic, plastic or polyvinyl chloride
22 used in the cable or wire coating of Covered Products has shown lead content by weight of less
23 than 0.03% (300 parts per million "300 ppm"), using a test method of sufficient sensitivity to
24 establish a limit of quantification (as distinguished from detection) of less than 300 ppm.
25 Compliance may be met by relying on information obtained from suppliers, manufacturers or
26 distributors of Covered Products provided such reliance is in good faith; or

27 **2.2** For Covered Products sold to consumers by LINENS 'N THINGS, or any other
28 entity within its chain of distribution including, but not limited to, customers, distributors,

1 wholesalers or retailers, any of the following warning statements, or any warning statement
2 substantially similar (including an identification of the exposure chemical as lead and an
3 instruction to the consumer to wash their hands after handling), shall be used in connection with
4 the retail sale in the State of California:

5 (a) WARNING: This product contains lead, a chemical known to the State of
6 California to cause cancer and birth defects or other reproductive harm. *Wash your hands after*
7 *handling.*

8 or

9 (b) PROPOSITION 65 WARNING: Handling the coated electrical wires of
10 this product exposes you to lead, a chemical known to the State of California to cause cancer,
11 birth defects and other reproductive harm. *Wash hands after use.*

12 or

13 (c) WARNING: Handling the coated electrical wires of this product exposes
14 you to lead, a chemical known to the State of California to cause cancer and birth defects or other
15 reproductive harm. *Wash hands after use.*

16 2.3 The word(s) "WARNING" or "PROPOSITION 65 WARNING" shall be in bold,
17 capitals. The words "*Wash your hands after handling*" or "*Wash hands after use*" shall be in
18 bold and italicized, shall be prominently printed on or affixed to each unit of Covered Products,
19 its label, box package or packing, and displayed with such conspicuousness, as compared with
20 other words, statements, designs, or devices on the unit of Covered Products, its label, package or
21 display as to render it likely to be read and understood by an ordinary individual under customary
22 conditions prior to purchase. The warning shall be at least the same size as the largest of any
23 other safety warnings, if any, concerning the use of the product.

24 3. **MONETARY RELIEF**

25 3.1 In settlement of all of the claims referred to in this Consent Judgment, within ten
26 (10) business days of the entry of this Consent Judgment, LINENS 'N THINGS shall pay:

27 (a) \$ 10,000 (Ten Thousand Dollars) to the Klamath Environmental Law
28 Center ("KELC") to cover plaintiffs attorneys' fees and investigation and testing costs.

4.

1 (b) \$5,000 (Five Thousand Dollars) to Ecological Rights Foundation, a
2 California non-profit environmental organization that advocate for workers' and consumers'
3 safety and awareness of toxic exposures.

4 (c) LINENS 'N THINGS shall not be required to pay a civil penalty pursuant
5 to Health & safety Code Section 25249.7(B).

6 **4. ENFORCEMENT OF JUDGMENT**

7 **4.1** The terms of this Consent Judgment shall be enforced exclusively by the parties
8 hereto. The parties may, by noticed motion or order to show cause before the Superior Court of
9 San Francisco County, giving the notice required by law, enforce the terms and conditions
10 contained herein, notwithstanding Section 4.1. In any proceeding brought by any party to enforce
11 this Consent Judgment, such party may seek whatever fines, costs, penalties or remedies as may
12 be provided by law for any violation of the Consent Judgment.

13 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

14 **5.1** As to Covered Products, this Consent Judgment is a final and binding resolution
15 between Plaintiff MEFJ, acting on behalf of itself, and as to those matters asserted in the 60-Day
16 Notice Letter of January 2002 and any prior or subsequent 60-Day Notice Letters from MEFJ to
17 LINENS 'N THINGS regarding the Covered Product, on behalf of the public interest pursuant to
18 Health and Safety Code Section 25249.7(d) and the general public pursuant to Business and
19 Professions Code Section 17204, and LINENS 'N THINGS their parents, officials, subsidiaries,
20 affiliates, divisions, successors, predecessors, assigns, suppliers, distributors, retailers,
21 wholesalers and/or customers of any violation of Proposition 65 or the Unfair Competition Act, of
22 all claims made or which could have been made in the 60-Day Notice letter of January 2002, any
23 prior or subsequent 60 -Day Notice Letters from MEFJ to LINENS 'N THINGS regarding the
24 Covered Products and/or the Complaint, and of any other statutory, regulatory or common law
25 claim that could have been asserted against LINENS 'N THINGS based upon, arising out of or
26 related to the alleged exposure to listed chemicals from use of the Covered Products. As to
27 alleged exposures to Covered Products, compliance with the terms of this Consent Judgment
28 resolves any issue, past, present and in the future, concerning compliance by LINENS 'N

1 THINGS and their parents, officials, subsidiaries, affiliates, divisions, successors, predecessors,
2 assigns, suppliers, distributors, wholesalers, retailers, and/or customers, or any other person or
3 entity in their chain of distribution who manufacture, import, market, supply, sell or distribute
4 Covered Products.

5 **6. COMPREHENSIVE AND GLOBAL RELEASE**

6 **6.1** On its own behalf, and as to those matters raised in the 60-Day Notice of January
7 2002 and any prior or subsequent 60-Day Notice Letters from MEFJ to LINENS 'N THINGS
8 regarding the Covered Products, acting on behalf of the public interest pursuant to Health and
9 Safety Code Section 25249.7(d) and the general public pursuant to Business and Professions
10 Code Section 17204, plaintiff MEJF and its respective agents, successors and assigns, waives all
11 rights to institute any form of legal action, and releases all claims against LINENS 'N THINGS
12 and their parents, officials, subsidiaries, affiliates, divisions, successors, predecessors, assigns,
13 suppliers, distributors, retailers, wholesalers, and/or customers, or any other person or entity in
14 their chain of distribution, and the successors and assigns of any of them, who manufacture,
15 import, market, supply, sell or distribute Covered Products for sale in the State of California,
16 whether under Proposition 65 or the Unfair Competition Act or any other statutory or common
17 law, arising out of or resulting from, or related directly or indirectly to, in whole or in part, the
18 Covered Products, claims alleged in the 60-Day Notice letter of January 2002, any prior or
19 subsequent 60 Day Notice Letters from MEFJ to LINENS 'N THINGS regarding the Covered
20 Products and/or the Complaint, or facts similar to those alleged therein.

21 **6.2** In furtherance of the foregoing, and as to those matters raised in the 60-Day Notice
22 letter, any prior or subsequent 60-Day Notice letter from MEJF regarding LINENS 'N THINGS
23 and the Covered Products, and/or the Complaint, or facts similar to those alleged in therein,
24 Plaintiff MEJF by and on behalf of itself, its parents, its agents, affiliates, successors and assigns,
25 and on behalf of the public interest pursuant to Health and Safety Code Section 25249.7(d) and
26 the general public pursuant to Business and Professions Code Section 17204, hereby waives any
27 and all rights and benefits which it now has, or in the future may have by virtue of Section 1542
28 of the California Civil Code, which provides as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
2 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE. WHICH IF KNOWN BY HIM MUST HAVE
5 MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
6 DEBTOR.

7 Plaintiff MEJF understands and acknowledges that the significance and consequence of this
8 waiver of California Civil Code Section 1542 is that even if Plaintiff MEJF itself or any member
9 of the general public it represents suffers future damages arising out of or resulting from, or
10 related directly or indirectly to, in whole or in part, the Covered Products, and as to those matters
11 raised in the 60-Day Notice letters of January 2002, any prior or subsequent 60 Day Notice
12 Letters from MEFJ to LINENS 'N THINGS regarding the Covered Products and/or the
13 Complaint, Plaintiff MEJF, its agents, successors, attorneys, assigns or affiliates will not be able
14 to make any claim for those damages against LINENS 'N THINGS and its parents, officials,
15 subsidiaries, affiliates, divisions, successors, predecessors, assigns, suppliers, distributors,
16 retailers, wholesalers, and/or customers, or any other person or entity in their chain of
17 distribution, and the successors and assigns of any of them, who import, market, supply, sell or
18 distribute Covered Products for sale in the State of California. Plaintiff MEJF acknowledges that
19 it intends these consequences for any such claims which may exist as of the date of this release
20 but which MEJF does not know exists, and which, if known, would materially affect its decision
21 to enter into this Consent Judgment, regardless of whether the lack of knowledge is the result of
22 ignorance, oversight, error, negligence or any other cause.

23 **7. APPLICATION OF JUDGMENT**

24 **7.1** The obligations of this Consent Judgment shall apply to and be binding upon
25 Plaintiff MEJF acting for itself, and as to those matters raised in the 60-Day Notice of January
26 2002 and any prior or subsequent 60 Day Notice Letters from MEFJ to LINENS 'N THINGS
27 regarding the Covered Products, acting in the public interest pursuant to Health and Safety Code
28 Section 25249.7 and/or on behalf of the general public pursuant to Business Code Section 17204.

8. MODIFICATION OF JUDGMENT

8.1 As to any Covered Products, if Proposition 65 warnings for lead or lead

1 compounds should no longer be required, or if warning language different from that set forth in
2 this Consent Judgment is required, because of a change or changes in law, or based on a
3 California Attorney General opinion letter specific as to the Covered Products, LINENS 'N
4 THINGS shall have no further warning obligations pursuant to this Consent Judgment. In the
5 event that LINENS 'N THINGS ceases to implement or modify the warnings required under this
6 Consent Judgment, LINENS 'N THINGS shall provide written notice to Plaintiff MEJF of its
7 intent to do so, and of the basis for its intent, no less than thirty (30) days in advance. Plaintiff
8 MEJF shall notify the LINENS 'N THINGS in writing of any objection within thirty (30) days of
9 its receipt of such notice, or such objection by Plaintiff MEJF shall be waived.

10 **8.2** Except as provided for in Section 8.1, this Consent Judgment may be modified
11 only upon written agreement of the parties and upon entry of a modified Consent Judgment by the
12 Court thereon, or upon motion of any party as provided by law and upon entry of a modified
13 Consent Judgment by the Court.

14 **9. AUTHORITY TO STIPULATE**

15 **9.1** Each signatory to this Consent Judgment certifies that he or she is fully authorized
16 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
17 the party represented and legally to bind that party.

18 **10. RETENTION OF JURISDICTION**

19 **10.1** This Court shall retain jurisdiction of this matter to implement the Consent
20 Judgment.

21 **11. GOVERNING LAW**

22 **11.1** The validity, construction and performance of this Consent Judgment shall be
23 governed by the laws of the State of California.

24 **12. ENTRY OF CONSENT JUDGMENT**

25 **12.1** The parties hereby request that the Court promptly enter this Consent Judgment.
26 Upon entry of the Consent Judgment, LINENS 'N THINGS and Plaintiff MEJF waive their
27 respective rights to a hearing or trial on the allegations of the Complaints.
28

1 **13. ENTIRE AGREEMENT**

2 **13.1** This Consent Judgment contains the sole and entire agreement and understanding
3 of the parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments and understandings related hereto. No representations, oral or
5 otherwise, express or implied, other than those contained herein have been made by any party
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
7 to exist or to bind any of the parties.

8 **14. VALIDITY**

9 **14.1** Should any provision of this Consent Judgment be held invalid or illegal, such
10 illegality shall not invalidate the whole of the Consent Judgment, but, rather the Consent
11 Judgment shall be construed as if it did not contain the illegal part, and the rights and obligations
12 of Plaintiff MEJF and LINENS IN THINGS shall be construed and enforced accordingly.

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1 **15. COURT APPROVAL**

2 **15.1** If this Consent Judgment is not approved by the Court, it shall be of no force or
3 effect, and cannot be used in any proceeding for any purpose.

4 **IT IS SO STIPULATED:**

5 Dated: _____

**MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION**

6

7

8

By: _____
William Verick
Mateel Environmental Justice Foundation

9

10

11

Dated: _____

LINENS 'N THINGS, INC.

12

13

BY:

ITS:

14

IT IS SO ORDERED, ADJUDGED AND DECREED:

(JCR)

15

16

17

Dated: _____

JUDGE OF THE SUPERIOR COURT

18

19

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1 **15. COURT APPROVAL**

2 **15.1** If this Consent Judgment is not approved by the Court, it shall be of no force or
3 effect, and cannot be used in any proceeding for any purpose.

4 **IT IS SO STIPULATED:**

5 Dated: _____

**MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION**

6
7
8 By: *William Verick*
9 William Verick
Mateel Environmental Justice Foundation

10 Dated: _____

LINENS 'N THINGS, INC.

12 BY:

13 ITS:

(JCR)

14 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

15 Dated: _____

16 _____
17 **JUDGE OF THE SUPERIOR COURT**

28

1 **15. COURT APPROVAL**

2 **15.1** If this Consent Judgment is not approved by the Court, it shall be of no force or
3 effect, and cannot be used in any proceeding for any purpose.

4 **IT IS SO STIPULATED:**

5 Dated: _____

**MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION**

6
7
8 By: *William Verick*
9 William Verick
Mateel Environmental Justice Foundation

10 Dated: _____

LINENS 'N THINGS, INC.

11
12 BY: *[Signature]*
13 ITS: *VICE PRESIDENT /*
14 *General*
15 *ATTORNEY*

16 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

17 Dated: MAR 22 2004

RONALD EVANS QUIDACHAY

JUDGE OF THE SUPERIOR COURT

28

REPORT OF SETTLEMENT

Please print or type required information

Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Mateel Environmental Justice Foundation		
	DEFENDANT(S) INVOLVED IN SETTLEMENT Linens N Things, Inc.		
CASE INFO	COURT DOCKET NUMBER 411379	COURT NAME San Francisco Superior Court	
	SHORT CASE NAME Mateel v. Kinderman J. & Sons, Inc.		
REPORT INFO	INJUNCTIVE RELIEF Reform. standard, warnings prior to purchase on unreformulated product		
	PAYMENT: CIVIL PENALTY	PAYMENT: ATTORNEYS FEES 10,000	PAYMENT: OTHER 5,000
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL	DATE SETTLEMENT SIGNED / /
	COPY OF SETTLEMENT MUST BE ATTACHED		
FILER INFO	NAME OF CONTACT David H. Williams		
	ORGANIZATION Attorney At Law		TELEPHONE NUMBER ((510)) 647-1900
	ADDRESS 2070 Allston Way, Suite 300		FAX NUMBER ((510)) 647-1905
	CITY Berkeley	STATE ZIP CA	E-MAIL ADDRESS davidhwilliams@earthlink.net

For Internal Use Only

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

PROOF OF SERVICE

I am over 18 years of age and not a party to the within action. My business address is 2070 Allston Way, Suite 300, Berkeley, CA 94704. On **February 6, 2004**, I served the documents entitled:

NOTICE OF MOTION AND MOTION TO APPROVE PROPOSITION 65 SETTLEMENT AND FOR ENTRY OF CONSENT JUDGMENT (Linens N Things)

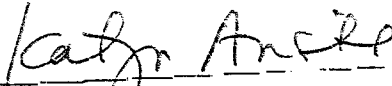
DECLARATION OF DAVID H. WILLIAMS IN SUPPORT OF MOTION TO APPROVE PROPOSITION 65 SETTLEMENT AND FOR ENTRY OF CONSENT JUDGMENT (Linens N Things)

REPORT OF SETTLEMENT

by placing a true and correct copy of the document in a sealed envelope, and personally delivering the envelope to the receptionist at the following address:

Proposition 65 Coordinator
Office of Attorney General
1515 Clay Street, 20th Floor
Oakland, CA 94612

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct and that this declaration was executed on February 6, 2004.


Kathryn Ansite

PROOF OF SERVICE

I am employed in the County of Alameda; over the age of 18 years and not a party to this action. My business address is 2070 Allston Way, Suite 300; Berkeley, CA 94704. On March 23, 2004, I served the following documents described as

ORDER APPROVING SETTLEMENT

CONSENT JUDGMENT

on the parties listed below:

through their attorneys of record, by placing true copies thereof in sealed envelopes addressed as shown below, or compiled for transmission by facsimile transmission, for services as designated below:

By First Class Mail - I caused each such envelope, with first class postage thereon fully prepaid, to be deposited in a recognized place of deposit of the U.S. mail in San Francisco, California, for collection and mailing to the office of the addressee on the date shown herein following ordinary course of business.

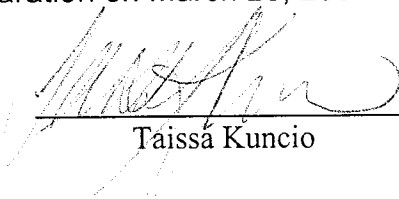
By Federal Express - I caused each such envelope to be delivered to Federal Express Corporation with whom we have a direct billing account to be delivered to the office of the addressee on the next business day.

By Facsimile -- I caused such document to be served via facsimile electronic equipment transmission on the parties in this action by transmitting a true and correct copy using a Hewlett Packard Laserjet 3100 facsimile machine which indicated successful transmission to the numbers shown above.

By Personal Service -- I personally delivered such envelope to the addressee.

By Personal Service -- I caused each such envelope to be delivered to a courier of a messenger service who personally delivered each such envelope to the office of the addressee.

I declare that the foregoing is true and correct and that I executed this declaration on March 23, 2004 in Berkeley, California.



Taissa Kuncio

Service List

Proposition 65 Coordinator
Office of Attorney General
1515 Clay Street, 20th Floor
Oakland, CA 94612

Beatriz Mejia, Esq.
Cooley, Godward, LLP
One Maritime Plaza, 20th Floor
San Francisco, CA 94111