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ENDORSED
FILED
San Francisco County Superior Court

MAR 28 2006

GORDON PARK-II, Clerk
LUCY DOMENICA DIAS
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

11 MATEEL ENVIRONMENTAL JUSTICE
12 FOUNDATION,

13 Plaintiff,

14 v.

15 EAST WEST DISTRIBUTING, INC., et al.

16 Defendant.

Case No. CGC-03-425022

~~PROPOSED~~ CONSENT JUDGMENT

17
18 1. INTRODUCTION

19 1.1 On or about May 15, 2002, the Mateel Environmental Justice Foundation ("MEJF")
20 and its attorneys, Klamath Environmental Law Center ("KELC") sent a 60 Day Notice Letter to the
21 Office of the California Attorney General of the State of California ("California Attorney General"),
22 all California counties' District Attorneys and all City Attorneys of California cities with populations
23 exceeding 750,000, (collectively, "Public Enforcers"), charging certain businesses with violating the
24 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code
25 Section 25249.5 et seq. ("Proposition 65"), in their manufacture, distribution and/or sale of wires and
26 cables coated with polyvinyl chloride ("PVC"). Specifically, MEJF charged that persons handling
27 the PVC-coated wires and cables were exposed to certain chemicals, listed under Proposition 65,
28

1 including cadmium, hexavalent compounds of chromium, vinyl chloride, lead and lead compounds,
2 lead acetate, lead phosphate, lead subacetate and di(2ethylhexyl) phthalate (“Proposition 65
3 Chemicals”).

4 1.2 On or about October 2, 2003, MEJF (“Plaintiff”), acting on behalf of itself, the public
5 interest, and the general public for the matters described in the Notice Letter, filed a Complaint for
6 civil penalties and injunctive relief (“Complaint”) in the San Francisco Superior Court, *MATEEL*
7 *ENVIRONMENTAL JUSTICE FOUNDATION* v. *EAST WEST DISTRIBUTING, INC.*, Case No.
8 CGC-03-425022, based on the Notice Letter. The Complaint alleged, among other things, that EAST
9 WEST DISTRIBUTING, INC., (“ East West ”) violated Proposition 65 and California Business &
10 Professions Code Section 17200 et seq. (the “Unfair Competition Act”) by manufacturing, marketing
11 and/or distributing to California residents products that are themselves or which incorporate wires
12 and cables that are PVC-coated and failing to provide clear and reasonable warnings to California
13 residents who handle and use such products, that the handling and use of those products in their
14 normally intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

15 1.3 Plaintiff, East West, Walgreen Co. (“Walgreen”) and Atico International USA, Inc.
16 (“Atico”) are, for purposes of this Consent Judgment, collectively referred to as the “Parties,” with
17 each of them a “Party” and/or “Settling Defendants.”

18 1.4 For purposes of this Consent Judgment, the term “Cords” means any wires,
19 cables/cord sets, plugs, and connections coated with PVC or thermoset/thermoplastic.

20 1.5 For purposes of this Consent Judgment, the term “Covered Products” means products
21 that are themselves, or that incorporate, utilize, or have appended to them Cords and that are
22 manufactured, distributed, marketed or sold by Settling Defendants. The term Covered Products
23 includes both such products that are subject to the Warning Requirements of Section 7, and those that
24 are not, including those products that are exempted from the warning requirements of this Consent
25 Judgment pursuant to Sections 7.1 or 7.3. The term “Covered Products” also includes products
26 which are manufactured, distributed, marketed and/or sold by Settling Defendants either under their
27 own name or brand (e.g. private labeled products) or under the name or brand of another.
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1 1.6 For purposes of this Consent Judgment only, Settling Defendants admit that: (a) they
2 are businesses that employ more than ten persons; (b) they manufacture, distribute and/or sell
3 Covered Products in the State of California; (c) one or more of the Covered Products contain one or
4 more Proposition 65 Chemicals; and (d) Proposition 65 Chemicals are chemicals listed under
5 Proposition 65 as being known to the State of California to cause cancer and/or reproductive toxicity.

6 1.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
7 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
8 over Settling Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
9 San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
10 and resolution of the allegations contained in the Complaint and Notice Letter and of all claims which
11 were or could have been raised by any person or entity based in whole or in part, directly or
12 indirectly, on the facts alleged therein, arising there from or related thereto.

13 1.8 The Parties enter into this Consent Judgment pursuant to a full and final settlement of
14 any and all claims between the Parties for the purpose of avoiding prolonged litigation. This Consent
15 Judgment shall not constitute an admission with respect to any material allegation in the Notice Letter
16 or Complaint, each and every allegation of which Settling Defendants deny; nor may this Consent
17 Judgment or compliance with it be used as evidence of any wrongdoing, misconduct, culpability or
18 liability on the part of any of the Settling Defendants. Settling Defendants maintain that the Covered
19 Products have at all times complied with all applicable laws, including Proposition 65.

20 **2. SETTLEMENT PAYMENT**

21 2.1 In settlement of all of the claims referred to in this Consent Judgment,:

22 (a) Atico, on behalf of itself and its customers for or to whom Covered Products are
23 manufactured, imported, marketed, supplied, sold or distributed for sale in the State of California,
24 including, but not limited to, Walgreen and East West, shall pay, within fifteen (15) days of entry of
25 this Consent Judgment, \$25,000 (twenty-five thousand dollars). The payment required by the
26 preceding sentence shall be delivered to William Verick, 424 First Street, Eureka, CA 95501, and
27 shall be made payable as follows: (i) \$15,000 (fifteen thousand dollars) shall be made payable to the
28 Klamath Environmental Law Center ("KELC") for attorneys fees and costs incurred by KELC on

1 behalf of Plaintiff in investigating this matter and negotiating this Consent Judgment on behalf of
2 itself and the general public, (ii) \$5,000(five thousand dollars) shall be made payable to Californians
3 for Alternatives to Toxics; (iii) \$5,000 (five thousand dollars) shall be made payable to the Center on
4 Race, Poverty and the Environment.

5 2.2 MEJF and KELC represent and warrant that each of the organizations identified in
6 Paragraph 2.1(a)(ii) and (iii) above is a tax exempt, section 501(c)(3) non-profit organization and that
7 funds distributed to these organizations pursuant to this Consent Judgment may only be spent to
8 reduce harm from toxic chemicals, or to increase consumer, worker and community awareness of
9 health hazards posed by lead and other toxic chemicals.

10 2.3 Except as specifically provided in this Consent Judgment, the Parties shall bear their
11 own costs and attorney's fees.

12 3. **ENTRY OF CONSENT JUDGMENT**

13 3.1 The Parties request that the Court promptly enter this Consent Judgment and waive
14 their respective rights to a hearing or trial on the allegations of the Complaint.

15 4. **MATTERS COVERED BY THIS CONSENT JUDGMENT**

16 4.1 For purposes of Section 4 of this Consent Judgment, the term Settling Defendants
17 shall include Settling Defendants, as defined above, and their past, present and future parents,
18 divisions, subdivisions, brands, subsidiaries and affiliates and the predecessors, successors and
19 assigns of any of them, as well as their past, present and future officers, directors, employees,
20 agents, attorneys, representatives, shareholders and assigns. For purposes of Section 4, the term
21 Settling Defendants shall also include the Settling Defendants' supplier of Covered Products, but
22 only with respect to Covered Products that such supplier manufactures or distributes for Settling
23 Defendants. The preceding sentence shall not apply with respect to a supplier who ships Covered
24 Products directly to a consumer at the request of the Settling Defendant, where a warning is
25 provided to address the obligations of this Consent Judgment solely pursuant to Section 7.5(e)
26 below. A list delineating some, but not necessarily all, of the names of the various business entities
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1 and brands or product types referred to in this Paragraph and in existence on or before the date of
2 this Consent Judgment is attached hereto as Exhibit C.

3 4.2 This Consent Judgment is a final and binding resolution between Plaintiff acting on
4 behalf of itself and (as to those matters referenced in the Notice Letter) in the public interest pursuant
5 to Health and Safety Code Section 25249.7(d) and the general public pursuant to Business and
6 Professions Code Section 17204 and Settling Defendants of: (a) any violation of Proposition 65 the
7 Unfair Competition Act (including but not limited to the claims made in the Complaint); and any
8 other statutory or common law claim, to the fullest extent that any such claims were or could have
9 been asserted by any person or entity against Settling Defendants or their respective parents,
10 subsidiaries or affiliates, and all of their customers, distributors, wholesalers, retailers or any other
11 person in the course of doing business, and the successors and assigns of any of them, who may use,
12 maintain, distribute or sell Covered Products (“Released Entities”), based on their exposure of
13 persons to chemicals contained in or otherwise associated with the use of Covered Products and/or
14 their alleged failure to provide a clear and reasonable warning of such exposure to such individuals;
15 and (b) as to exposures to chemicals contained in or otherwise associated with the use of Covered
16 Products, any other claim based in whole or part on the facts alleged in the Complaints or Notice
17 Letter, whether based on actions or omissions committed by Settling Defendants and the Released
18 Entities.

19 4.3 As to alleged exposures to Covered Products, Plaintiff, by and on its behalf, and its
20 respective agents, successors and assigns, waives any and all rights to institute any form of legal
21 action, and releases all claims against Settling Defendants and the Released Entities, who may use,
22 maintain, distribute or sell the Covered Products, whether under Proposition 65 or the Unfair
23 Competition Act or otherwise, arising out of or resulting from, or related directly or indirectly to, in
24 whole or in part, the Covered Products and any alleged resulting exposure. In furtherance of the
25 foregoing, Plaintiff hereby waives any and all rights and benefits which it now has, or in the future
26 may have, conferred upon it by virtue of the provisions of Section 1542 of the California Civil Code,
27 which provides as follows:
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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 understands and acknowledges that the significance and consequence of its waiver of
8 California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters raised
9 in the Notice Letter, any person or entity on whose behalf they purport to act or could act, suffers
10 future damages or harm arising out of, resulting from, or related directly or indirectly to, in whole or
11 in part, the matters covered in Sections 4.2, 4.3 and 4.4 above (“Damages”), Plaintiff and any person
12 or entity on whose behalf they purport to act or could act, will not be able to make any claim for such
13 Damages against Settling Defendants or the Released Entities who may use, maintain, distribute or
14 sell the Covered Products. Furthermore, Plaintiff acknowledges that it intends these consequences
15 for any such Damages which may exist as of the date of this release but which Plaintiff does not
16 know exist, and which, if known, would materially affect its decision to enter into this Consent
17 Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error,
18 negligence, or any other cause, no matter how justifiable such cause may be.

19 4.4 As to any claims, violations (except violations of this Consent Judgment), actions,
20 damages, costs, penalties, or causes of action which may arise or have arisen after the original date of
21 entry of this Consent Judgment, compliance by Settling Defendants with the terms of this Consent
22 Judgment shall be deemed to constitute its full and complete compliance with Proposition 65 and the
23 Unfair Competition Act with respect to the provision of warnings for chemicals contained in or
24 otherwise associated with the use of Covered Products, provided that the concentrations of those
25 chemicals other than lead are materially similar to that associated with the Covered Products with
26 respect to Proposition 65 at the time this Consent Judgment is entered.

27 4.5 Nothing in this Consent Judgment shall be deemed to require an out of state
28 manufacturer of Covered Products to provide a Proposition 65 warning for occupational exposures

1 occurring within the State of California. Nothing in this Consent Judgment will be deemed to release
2 a California employer from liability for failure to comply with its obligations, if any, to provide
3 warnings under Proposition 65 for the exposures of its employees to chemicals contained in or
4 otherwise associated with Non-Retail Covered Products (as defined in Section 7.6 below) unless such
5 employer makes Proposition 65 warning information available to its employees in the manner
6 specified in Section 7.6 below or as otherwise permitted by 8 Cal. Code Regs. § 5194.

7 4.6 Settling Defendants waive all rights to institute any form of legal action against
8 Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal actions
9 undertaken or statements made in the course of such legal actions to seek enforcement of this action
10 and judgment.

11 5. **ENFORCEMENT OF JUDGMENT**

12 5.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
13 hereto by means of noticed motion or order to show cause before the Superior Court of San
14 Francisco County.

15 5.2 Notwithstanding any other provision of this Consent Judgment, in the event Plaintiff
16 identifies Covered Products sold under a brand owned by Settling Defendants or any of Settling
17 Defendants' parents or subsidiaries, including Walgreen, ("Private Label Products") for which
18 warnings are required under Section 7 and such warnings are not actually being given as required and
19 when specified ("Default"), Plaintiff, within thirty (30) days of having knowledge of the alleged
20 Default, shall notify Settling Defendants in writing and by certified mail or other confirmable
21 delivery of the facts giving rise to such failure to warn ("Notice of Default"). In the event the
22 Settling Defendants notify the Plaintiff within sixty (60) days of receiving the Notice of Default that
23 it will implement such measures as are necessary to correct the alleged Default ("Notice of a Cure")
24 for all units of the Private Labeled Covered Product at issue offered for sale in California by Settling
25 Defendants beginning within one hundred twenty (120) days thereof Plaintiff shall take no further
26 enforcement action with respect to the alleged Default specified in the Notice of Default, and such
27
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1 Settling Defendants shall pay a penalty in the amount of \$5,000 (five thousand dollars) for each
2 Private Labeled Covered Product category/type (as opposed to individual products or model
3 numbers) which was the subject of a Notice of Default, of which \$3,000 (three thousand dollars) shall
4 be paid as attorney's fees and investigative costs to Plaintiff and \$2,000 (two thousand dollars) shall
5 be paid as a civil penalty payable to Plaintiff to be further divided by Plaintiff as provided in the
6 California Health and Safety Code Section 25192. In the event Settling Defendants wishes to contest
7 the alleged Default in whole or in part, it shall do so by invoking the Dispute Resolution process
8 provided for in Section 9 below. This Section 5.2 shall not apply with respect to Settling Defendants
9 for failure to warn with respect to Covered Products manufactured or sold by Settling Defendants
10 which have already been subject to a Notice of Default and which are shipped for sale by Settling
11 Defendants more than one hundred twenty (120) days after the date of a Notice of a Cure.
12
13

14 5.3 Notwithstanding any other provision of this Consent Judgment, before bringing any
15 further action against Settling Defendants regarding Covered Products, Plaintiff must comply with
16 the provisions of this section. In the event Plaintiff identifies Covered Products which are not Private
17 Label Products for which warnings are required under Paragraph 7 and such warnings are not actually
18 being given as required ("Default"), Plaintiff shall promptly notify Settling Defendants of the facts
19 giving rise to such failures to warn ("Notice of Default"). The Notice of Default must be sent by
20 certified mail or Federal Express, with proof of service, to the persons identified in Exhibit B, and
21 must be served within thirty (30) days of the date of the alleged violation(s) was/were observed. The
22 Notice of Default shall provide sufficient information regarding the alleged default, including but not
23 limited to, product name and identification code(s), as well as date on and location at which the
24 alleged violation was observed, to allow Settling Defendants to ascertain the nature of the alleged
25 default and take steps to cure said alleged default. In the event Settling Defendants implement such
26 measures as are necessary to correct the alleged Default within 30 days of receiving the Notice of
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1 Default and notifies Plaintiff of the corrective measures within ten (10) days of the measures being
2 taken (“Notice of Cure”), no further action by Plaintiff and/or its attorneys will be taken, and any
3 claims with respect thereto will be waived. If Settling Defendants fail to take corrective measures
4 within the 30 days after receiving the Notice of Default, Plaintiff may proceed with any available
5 further action concerning Covered Products identified in the Notice of Default. Corrective measures
6 are limited to (1) placement of warnings using the language specified in Section 7.2 on stickers
7 placed on the packaging of the Covered Products, or (2) removal of the Covered Products from sale
8 until warnings are placed on the products.
9

10 5.4 The provisions of Sections 5.2 and 5.3 shall not apply to any action to enforce this
11 Consent Judgment against any entity other than Settling Defendants.
12

13 **6. MODIFICATION OF JUDGMENT**

14 6.1 This Consent Judgment may be modified only upon written agreement of the Parties
15 and upon entry of a modified Consent Judgment by the Court, or upon motion of any Party as
16 provided by law and upon entry of a modified Consent Judgment by the Court. Notwithstanding the
17 immediately preceding sentence or any other term or provision of this Consent Judgment, if Plaintiff
18 or any affiliated entity, or the California Attorney General, enters into, or agrees to in writing, or is
19 otherwise bound by injunctive relief terms or provisions relating to the provision of Proposition 65
20 warnings for Covered Products, with regard to their Cords, which, taken together, are more favorable
21 to the defendant(s) than the terms or provisions that this Consent Judgment provide for a Covered
22 Product of like kind and characteristics with respect to its thermoset/thermoplastic-coated electrical
23 cord and use, the terms of injunctive relief provided for in Section 7 of this Consent Judgment shall
24 automatically be deemed to have been modified to add such more favorable terms or provisions as an
25 option which Settling Defendants may elect for compliance with this Consent Judgment.

26 **7. INJUNCTIVE RELIEF**

27 7.1 Covered Products shall be deemed to comply with Proposition 65 and be exempt from
28 any Proposition 65 warning requirements if the Cords that are sold as a part of or in association with

1 those Covered Products meet the following criteria: (a) the surface contact layer of the Cords shall
2 have no lead as an intentionally added constituent; and (b) the surface contact layer of the Cords shall
3 have lead content by weight of no more than 0.03% (300 parts per million, or “300 ppm”). Settling
4 Defendants may comply with the above requirements by relying on information obtained from its
5 suppliers regarding the content of the surface contact layer of the Cords, provided such reliance is in
6 good faith. Obtaining test results showing that the lead content is no more than 0.03%, using a
7 method of sufficient sensitivity to establish a limit of quantification (as distinguished from detection)
8 of less than 300 ppm shall be deemed to establish good faith reliance. Provided that the level of
9 quantitation requirement set forth in the preceding sentence is met, the test protocol and methods
10 described on Exhibit D hereto may be relied on by Settling Defendant, Walgreen or Atico. Nothing
11 in the preceding two sentences shall preclude a Settling Defendant from establishing good faith
12 reliance by an alternative means.

13 7.2 Covered Products manufactured and shipped for distribution to or sale in California on
14 or after the Effective Date that do not meet the warning exemption standard set forth in Section 7.1 of
15 this Consent Judgment and are not exempt pursuant to Section 7.3 shall be accompanied by a warning
16 as described in Section 7.4 below. For purposes of this Section, one year after the entry of this
17 Consent Judgment shall be considered the “Effective Date.”

18 7.3 The following Covered Products are deemed to be exempt from any Proposition 65
19 warning requirements with respect to Cords: (a) Covered Products which because of their size,
20 weight or function have Cords that are handled only infrequently (such as upon their installation in a
21 setting where they are not typically plugged and unplugged) (“Infrequently Handled Products”);
22 (b) those Covered Products that: (i) are sold at retail before the Effective Date; or (ii) are distributed
23 or shipped for sale outside the State of California; (c) Covered Products that use Cords only as
24 internal components not normally accessible to the consumer during ordinary use; and/or (d) Covered
25 Products which contain the Proposition 65 Chemical only as part of the inner conductor or other
26 component not normally accessible to the consumer during ordinary use. Exhibit E contains a list of
27 Covered Products/Product types that are deemed to meet the criteria for Infrequently Handled
28 Products set forth in this Section 7.3 and are therefore exempt. Plaintiffs have previously provided

1 the California Attorney General’s Office and Settling Defendant with a list of Covered
2 Products/Product types that are deemed not to meet the criteria for Infrequently Handled Products set
3 forth in this Section 7.3 and therefore are not exempt (“Non-Exempt Products List”). Exhibit E and
4 the Non-Exempt Products List (attached as Exhibit G) may be used as guidance in determining
5 whether other Covered Products meet these criteria; Exhibit E and the Non-Exempt Products List
6 may also be used by the Parties in the course of dispute resolution pursuant to Section 9. The Parties
7 acknowledge that common usage of the terms “portable” and “non-portable” do not affect the
8 classification of any Covered Products under this Consent Judgment. Covered Products may be
9 considered Infrequently Handled Products regardless of their weight or the likelihood that they may
10 be used while moving, whether that be on a person, in a car, on an airplane or otherwise.

11 7.4 Should a Covered Product manufactured, imported, marketed, sold or distributed for
12 sale in the State of California by Atico require a Proposition 65 Warning under Section 7.2, Atico
13 shall either provide one of the warnings described below or any other Proposition 65 warning that has
14 been reviewed and approved in writing by the California Attorney General for use with Covered
15 Products regarding their thermoset/thermoplastic-coated wires and/or cables. Should a Covered
16 Product manufactured, imported, marketed, sold or distributed for sale in the State of California by
17 East West or Walgreen require a Proposition 65 Warning under Section 7.2, East West or Walgreen
18 shall insure that the manufacturer or distributor of the Covered Product shall either provide one of the
19 warnings described below or any other Proposition 65 warning that has been reviewed and approved
20 in writing by the California Attorney General for use with Covered Products regarding their
21 thermoset/thermoplastic-coated wires and/or cables.

22 **“WARNING:** This product contains chemicals, including lead, known to the State of
23 California to cause [cancer, and] birth defects or other reproductive harm. *Wash*
24 *hands after handling.*”

25 or

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27
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1 **“WARNING:** Handling the cord on this product will expose you to lead, a chemical
2 known to the State of California to cause [cancer, and] birth defects or other
3 reproductive harm. ***Wash hands after handling.***”

4 or

5 **“WARNING:** The power cord on this product contains lead, a chemical known to the
6 State of California to cause [cancer, and] birth defects or other reproductive harm.
7 ***Wash hands after handling.***”

8 The word “WARNING” shall be in all capital letters and in bold typeface. The hand-washing
9 admonition shall be in bold typeface and italicized. Inclusion of the bracketed words “cancer, and” in
10 the above warning shall be at the Settling Defendants’ option.

11 7.5 Unless otherwise indicated herein, the warning required or authorized in Sections 7.4
12 shall be given by having it: (a) affixed to the Covered Product itself or to the unit package of such
13 Covered Product; (b) printed on the Covered Product itself or on the unit package of such Covered
14 Product; (c) displayed on an internet site for those units of Covered Products sold on the internet;
15 (d) included in the owner’s manual if the conditions set forth in Section 7.9 below are satisfied
16 (“Owner’s Manual Warning”); or, (e) printed on the invoice issued directly to the consumer by
17 Settling Defendants to confirm the sale, where Settling Defendants sell Covered Products directly to
18 consumers by telephone, mail order, or internet sale, but never has physical possession of the
19 Covered Product or its packaging.

20 7.6 If the warning is printed on the product, package label, or invoice, then the warning
21 shall be contained in the same section of the label that contains other safety warnings, if any,
22 concerning the use of the Covered Product or near its displayed price and/or UPC code. Such
23 warning shall be prominently affixed to or printed on each such Covered Product, its label or package
24 or invoice, and displayed with such conspicuousness, as compared with other words, statements,
25 designs, or devices on such Covered Product, its label, package or display or invoice as to render it
26 likely to be read and understood by an ordinary individual under customary conditions of purchase or
27 use. With respect to the preceding sentence, the type size of any warning required by paragraph 7.4
28

1 must be legible, but otherwise need not be larger than any other warning language used in
2 conjunction with the Covered Product in question and its relative size may take into account the
3 nature, immediacy, and acuteness of the risks for which other warnings are given. If the size of a
4 Covered Product and its packaging is such that a warning required by this Consent Judgment cannot
5 physically be printed on its non-transparent portion in a legible size, the warning may be printed on a
6 separate piece of paper or cardstock and inserted into the Covered Product's packaging, provided that
7 i) the cardstock or paper containing the warning is not white or uncolored and contains only the
8 warning language, and ii) a substantial portion of the exterior of the packaging material is
9 transparent. If a warning is provided on the internet pursuant to (c) above, the warning message shall
10 be displayed (or, upon the internet site user's identification as a California resident, such as when the
11 user types in a zip code, automatically appear) either: (a) on the same page on which the Covered
12 Product is displayed, (b) on the same page as the order form for the Covered Product, or (c) on the
13 same page as the price for the Covered Product.

14 7.7 If the warning is given in the owners manual pursuant to Section 7.9 below, it shall be
15 located in one of the following places in the manual: the outside of the front cover; the inside of the
16 front cover; the first page other than the cover; or the outside of the back cover. The warning shall be
17 printed or stamped in the manual or contained in a durable label or sticker affixed to the manual in a
18 font no smaller than the font used for other safety warnings in the manual. Alternatively, the warning
19 may be included in a safety warning section of the owner's manual consistent with specifications
20 issued by Underwriters Laboratories.

21 7.8 A warning in the owner's manual of a Covered Product may be used to satisfy the
22 warning requirements of this Section 7 only under the following circumstances: the Covered Product
23 (i) may cause serious injury or bodily harm (other than by means of fire or electrocution) unless used
24 as directed; or (ii) is sophisticated, difficult to understand or install, set-up, or assemble; or (iii) has
25 one or more features a consumer must read about in order to know how to program or use the
26 Covered Product. However, a Covered Product may not utilize an owner's manual warning if it
27 meets the following criteria: (a) the Covered Product is unlikely to cause serious injury or bodily
28 harm other than by means of fire or electrocution; (b) the Covered Product is easily assembled or

1 programmed by an ordinary consumer without need to reference instructions; and (c) fundamental
2 operation of the Covered Product is easily understood and commonly performed by an ordinary
3 consumer without training or need to reference operating instructions. Exhibit F contains a list of
4 Covered Products/product types for which Owner's Manual Warnings are deemed to be an allowable
5 method of communicating the warnings required by this Section 7. Plaintiffs have previously
6 provided the California Attorney General's Office and Settling Defendants with a list of Covered
7 Products/product types for which Owner's Manual Warnings are deemed not to be an allowable
8 method of communicating the warnings required by this Section 7 (the "Non-Owner's Manual
9 Product List" attached hereto as Exhibit H). The products appearing on Exhibit F and the Non-
10 Owner's Manual Product List may be used as guidance in determining whether the criteria for use of
11 owner's manual warnings set forth in this Section are satisfied. Exhibit F and the Non-Owner's
12 Manual Products List may also be used by the Parties in the course of dispute resolution pursuant to
13 Section 9.

14 7.9 The Settling Defendants may provide an Owner's Manual Warning on any Covered
15 Products/product types, except for those listed on the Non-Owner's Manual Product List, that satisfy
16 the criteria in Section 7.9, whether or not that Covered Product or product type is listed on Exhibit F.
17 Settling Defendants shall provide to Plaintiff, by certified mail or other confirmable delivery, a list of
18 those Covered Products for which an owners manual warning is proposed to be given. Plaintiff shall,
19 within 60 days, notify Settling Defendants as to whether Plaintiff agrees that an owner's manual
20 warning is appropriate. In the event that Plaintiff determines that an Owner's Manual Warning is not
21 appropriate, it shall provide a written explanation of the basis therefore. In the event that Settling
22 Defendants disagree with Plaintiff's determination the Settling Defendants may elect to invoke the
23 Dispute Resolution process provided for in Section 9 hereof. Products not existing as of the
24 Effective Date that are introduced for sale after January 1, 2006 may use a owner's manual warning if
25 approved in writing by the California Attorney General's office, following 60 days prior notice to
26 Plaintiff.

1 7.10 The requirement for product labeling, set forth herein, is imposed pursuant to the
2 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive
3 method of providing a warning under Proposition 65 and its implementing regulations.

4 **8. ADDED INFREQUENTLY HANDLED PRODUCTS**

5 8.1 Exhibit E contains a list of Infrequently Handled Products that are deemed to meet the
6 criteria of Section 7.3(a) and, therefore, deemed to be exempt from Proposition 65 warning
7 requirements. The Products appearing on Exhibit E and the Non-Exempt Products List may be used
8 as guidance to interpret the criteria of Section 7.3(a). A Covered Product not appearing on the Non-
9 Exempt Products List, is exempt if it meets the criteria of Section 7.3(a) whether or not it appears on
10 Exhibit E.

11 **9. DISPUTE RESOLUTION**

12 9.1 Wherever this Consent Judgment provides that Settling Defendants may invoke the
13 Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling Defendant
14 seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff, setting forth the
15 dispute and the basis for the Party's position. The Parties interested in the dispute shall then meet and
16 confer in good faith within sixty (60) days to determine whether the dispute may be resolved in order
17 to avoid further litigation of the issue, unless both Parties waive, in writing, notice and the
18 opportunity to meet and confer. In the event that Plaintiff fails to meet and confer within the sixty
19 (60) day period, Settling Defendants' position shall be deemed to have prevailed. In the event that,
20 after meeting and conferring, Plaintiff disapproves or disagrees with a position taken by Settling
21 Defendant(s), Plaintiff shall notify Settling Defendant(s) in writing, sent by an overnight delivery
22 service requiring a signature upon delivery, within fourteen (14) days of meeting and conferring.
23 Should the Plaintiff do so and should Settling Defendant(s) wish to pursue its position, Settling
24 Defendant(s) shall then seek to have the California Attorney General concur with Settling
25 Defendant(s)' position. If the California Attorney General concurs in writing with Settling
26 Defendant(s), Settling Defendant(s) shall provide notice thereof to Plaintiff and Settling
27 Defendant(s)' view shall prevail. If, however, the California Attorney General does not concur with
28 Settling Defendant(s) within ninety (90) days of the date on which Settling Defendant(s) sought the

1 California Attorney General's concurrence, the Settling Defendant shall have the right to bring the
2 issue to the Court by noticed motion for its de novo review and, provided that it is proceeding in good
3 faith, shall not be subject to further penalties during the pendency of such motion and/or if the motion
4 is not contested by Plaintiff. In the event that the Plaintiff chooses to contest such a motion and
5 prevails, (a) Settling Defendant(s) shall be deemed to be in compliance with the terms of this
6 Consent Judgment provided that it implements the warning requirements imposed as the result of the
7 Court's determination within ninety (90) days that the Court's determination is final; and (b) Plaintiff
8 may elect to seek to recover its attorney fees incurred in association with such motion as provided for
9 by California Civil Procedure Code Section 1021.5.

10 10. **TERMINATION**

11 Settling Defendant(s) may elect (but is not required) to terminate its participation in this
12 Consent Judgment beginning on January 31, 2006 or any date thereafter by means of filing with the
13 court and serving on the Plaintiff, the California Attorney General, and counsel of record to Settling
14 Defendant(s) with a notice of termination. In the event of the exercise of such an election, the
15 Settling Defendant(s)' obligations and rights and benefits hereunder shall immediately be deemed to
16 cease to exist.

17 11. **APPLICATION OF JUDGMENT**

18 The obligations of this Consent Judgment shall apply to and be binding upon all plaintiffs,
19 acting in the public interest pursuant to Health and Safety Code section 25249.7(d) and on behalf of
20 the general public pursuant to Business and Professions Code section 17204, and Settling
21 Defendant(s) and the successors or assigns of any of them.

22 12. **AUTHORITY TO STIPULATE**

23 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
24 Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the Party
25 represented and legally to bind that Party.
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27
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1 **13. NOTICES**

2 Whenever a notice is called for by this Consent Judgment, it shall be provided to Settling
3 Defendants at the addresses identified in Exhibit B hereto. If any Party desires to change the
4 individual and/or address designated to receive notice on its behalf, such Party shall provide notice to
5 all other Parties pursuant to the terms of this Section.

6 **14. RETENTION OF JURISDICTION**

7 This Court shall retain jurisdiction of this matter to implement this Consent Judgment.

8 **15. ENTIRE AGREEMENT**

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

15 **16. GOVERNING LAW**

16 The validity, construction and performance of this Consent Judgment shall be governed by the
17 laws of the State of California, without reference to any conflicts of law provisions of California law.

18 **17. COURT APPROVAL**

19 If this Consent Judgment is not approved and entered by the Court, or if the entry of this
20 Consent Judgment is successfully challenged, this Consent Judgment shall be of no force or effect,
21 and cannot be used in any proceeding for any purpose.

22 **18. SERVICE ON THE ATTORNEY GENERAL**

23 KELC shall serve a copy of this Consent Judgment, signed by the Parties, on the California Attorney
24 General on behalf of the Parties so that the Attorney General may review this Consent Judgment prior
25 to its submittal to the Court for approval. No sooner than fourteen (14) days after the Attorney
26 General has received the aforementioned copy of this Consent Judgment, and in the absence of any
27 written objection by the Attorney General to the terms of this Consent Judgment, Plaintiff will submit
28

1 the Consent Judgment to the Court for approval. Prior to submittal to the Court for approval, KELC
2 shall attach as Exhibit I hereto a proof of service attesting that this Consent Judgment has been served
3 on the California Attorney General and the manner and date on which that service was made.

4 19. **COUNTERPARTS**

5 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall
6 be deemed an original, and all of which, when taken together, shall constitute one and the same
7 document.

8

9

10 **IT IS SO STIPULATED:**

11 DATED: _____ MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

12

13 By: _____
14 William Verick

14

15 DATED: 12/19/05 ATICO INTERNATIONAL, U.S.A., INC.

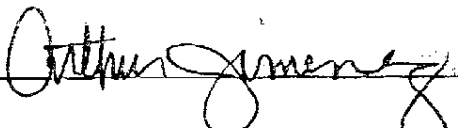
16

17 By: _____
18 

18

19 DATED: 1/11/06 EAST WEST DISTRIBUTING, ~~INC.~~^{Co.} and WALGREEN CO.

20

21 By: _____
22 

22

23

24 **IT IS SO ORDERED.**

25

26 DATED: _____
27 JUDGE, SUPERIOR COURT OF CALIFORNIA

27

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31

1 the Consent Judgment to the Court for approval. Prior to submittal to the Court for approval, KELC
2 shall attach as Exhibit I hereto a proof of service attesting that this Consent Judgment has been served
3 on the California Attorney General and the manner and date on which that service was made.

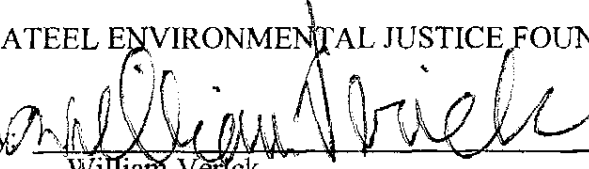
4 19. **COUNTERPARTS**

5 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall
6 be deemed an original, and all of which, when taken together, shall constitute one and the same
7 document.

10 **IT IS SO STIPULATED:**

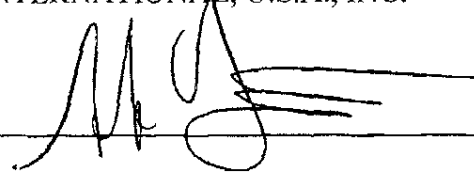
11 DATED: 12/14/05

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

By: 
William Verick

15 DATED: 12/19/05

ATICO INTERNATIONAL, U.S.A., INC.

By: 

19 DATED: _____

EAST WEST DISTRIBUTING, INC. and WALGREEN CO.

By: _____

24 **IT IS SO ORDERED.**

26 DATED: MAR 28 2006

RONALD E. QUIDACHAY

JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT A
(Copy Of 60-Day Notice Letter)

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May 15, 2002

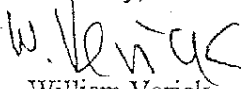
EDWARD G. WEIL
DEPUTY ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
P.O. BOX 70550
OAKLAND CA 94612-0550

ATTORNEY GENERAL COPY:
CONTAINS OFFICIAL INFORMATION
PURSUANT TO EVIDENCE CODE
SECTION 1040

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") hereby give you notice that the private businesses on the attached Service List are in violation of Cal. Health & Safety Code § 25249.6. This office and Mateel are both private enforcers of Proposition 65, both organizations may be reached at the below listed address and telephone number, I may be considered a "responsible individual" at both organizations, and I may be contacted at the same address and telephone number. The above referenced violations occur when these private businesses market thermoset/thermoplastic-coated wires, cables and/or cords/cord sets ("thermoplastic-coated wires") that are themselves consumer products (such as an extension cord or a telephone cord), or that are incorporated into consumer products such as hair dryers (See Appendix A) as the "cords" of these products. Examples of these types of products are listed next to the name of each business in the accompanying Appendix A. Handling of, and contact with, these thermoplastic-coated wires and cables exposes people to cadmium, hexavalent chromium compounds, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate, and di(2-ethylhexyl) phthalate (collectively hereinafter, "Proposition 65 chemicals"). Proposition 65 chemicals are transferred to the hands of people when they touch or handle the PVC coated wires, and these chemicals then enter their bodies when they touch their hands to their mouths and other mucus membranes or when they touch cigarettes or food and then smoke the cigarettes or ingest the food. These exposures (and resulting violations) occur occupationally, environmentally, and as the result of the sale of consumer products and/or services. In occupational settings, the type of work that is done during which the above-referenced exposures occur is the handling of, and contact with, thermoplastic-coated wires including during manufacture, installation, maintenance, handling and/or use of electrical equipment. These exposures occur via the dermal absorption, inhalation, ingestion and subcutaneous routes. These violations have occurred every day since at least May 15, 1998 and will continue every day until reasonable warnings are given to those people exposed. We do not allege occupational-exposure violations as to those products manufactured outside of California, except as to workplaces these private businesses themselves maintain in California. Environmental -exposure violations occur in every county of the State and occur both on and off the property of the aforementioned private businesses.

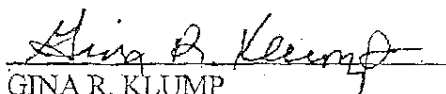
Cordially,


William Verick

CERTIFICATE OF SERVICE

I, Gina Klump, declare:


If called, I could and would testify as follows: I am over eighteen. My business address is 424 First Street, Eureka, California, 95501. On May 15, 2002, I caused the attached 60-DAY NOTICE LETTER, or a letter identical in substance, to be served by U.S. Mail on those public enforcement agencies listed on the attached SERVICE LIST; in addition on the same date and by Certified Mail I caused the attached 60-DAY NOTICE LETTER and PROPOSITION 65: A SUMMARY to be sent by Certified Mail to the private business entities also listed on the attached SERVICE LIST. I deposited copies of these documents in envelopes, postage pre-paid, with the U.S. Postal Service on the day on which the mail is collected. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on May 15, 2002, at Eureka, California.


GINA R. KLUMP

This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed certain conditions on Proposition 65, including that it does not apply to the conduct of manufacturers occurring outside the State of California. The approval also provides that an employer may use the means of compliances in the general hazard communication requirements to comply with Proposition 65. It also requires that supplemental enforcement is subject to the supervision of the California Occupational Safety and Health Administration. Accordingly, any settlement, civil complaint, or substantive court orders in this matter must be submitted to the Attorney General.

CERTIFICATE OF MERIT

I, William Verick, hereby certify that with regard to the allegations in the attached 60-Day Notice Letter, I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the attached 60-Day Notice Letter (which is not yet an action and may never be an action) and, based on that information, I believe there is a reasonable and meritorious case for anyone, including the Attorney General and any District Attorney or City Attorney, to bring an action based on the violations noticed in the attached 60-Day Notice Letter. Attached to the copy of the 60-Day Notice Letter sent to the California Attorney General, is a copy of a laboratory report that reflects, in part, the above referenced consultation. I swear under penalty of perjury that the foregoing is true and correct and that this certification was executed on May 15, 2002 at Eureka, California.


William Verick

SERVICE LIST

EDWARD WEIL SUPERVISING DEPUTY ATTORNEY GENERAL OFFICE OF THE ATTORNEY GENERAL P.O. BOX 70550 OAKLAND, CA 94612-0550	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF HUMBOLDT 825 5TH ST. EUREKA, CA 95501	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF NEVADA COURTHOUSE ANNEX NEVADA CITY, CA 95959	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF STANISLAUS 1100 I ST #200 MODESTO, CA 95354	SALT LAKE CITY, UT 84120-722-4
OFFICE OF THE CITY ATTORNEY CITY OF OAKLAND 505 14TH ST 12TH FLOOR OAKLAND, CA 94612	COUNTY OF IMPERIAL COURTHOUSE, FLOOR 2 939 W. MAIN ST EL CENTRO, CA 92243	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ORANGE 790 CIVIC CENTER DR WEST #A-200 SANTA ANA, CA 92701	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SUTTER 1160 CIVIC CENTER BLVD #A YUBA CITY, CA 95993	CORY ELECTRONICS, INC. PRESIDENT OR CEO YOUNG CONG LHR, PRESIDENT 5665 RUST ST FLUSHING, NY 11378
OFFICE OF THE CITY ATTORNEY CITY OF SAN FRANCISCO CITY HALL ROOM 206 400 VAN NESS SAN FRANCISCO, CA 94102	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF INYO P.O. DRAWER D INDEPENDENCE, CA 93526	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLUMAS P.O. BOX 10716 QUINCY, CA 95971	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TEHAMA P.O. BOX 519 REDBLUFF, CA 96080	COLEMAN CABLE SYSTEMS INC PRESIDENT OR CEO 1586 S LAKESIDE DR WAUKEGAN, IL 60085-8309
OFFICE OF THE CITY ATTORNEY CITY OF SACRAMENTO 980 9 th Street, 10 th Floor SACRAMENTO, CA 95814	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KERN 1215 TRUXTON AVE. FLOOR 4 BAKERSFIELD, CA 93301	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF RIVERSIDE 4075 MAIN ST. RIVERSIDE, CA 92501	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TULARE COURTHOUSE #124 VISALIA, CA 93291	COMPUSA INC. CEO: JAMES P. HALPTN 14951 N. DALLAS PARKWAY DALLAS TX 75240
OFFICE OF THE CITY ATTORNEY CITY OF SAN JOSE 151 W. MISSION ST. SAN JOSE, CA 95110	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KINGS 1490 W. LACEY BLVD. HANFORD, CA 93230	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BENITO 419 4TH ST HOLLISTER, CA 95023	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TUOLUMNE 2 S. GREEN ST. SONORA, CA 95370	DAS DISTRIBUTORS INC PRESIDENT OR CEO RR 2 BOX 275K PALMYRA, PA 17078-9741
OFFICE OF THE CITY ATTORNEY CITY OF LOS ANGELES 200 N. MAIN ST. LOS ANGELES, CA 90012	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LAKE 255 N. FORBES ST # 424 LAKEPORT, CA 95453	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN DIEGO 101 W. BROADWAY #1440 SAN DIEGO, CA 92101	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, CA 95901	DISNEY INTERACTIVE, INC PRESIDENT: MARSHA L. REED 500 SOUTH BUENA VISTA STREET BURBANK, CA 91521
OFFICE OF THE CITY ATTORNEY CITY OF SAN DIEGO 202 C ST. FLOOR 3 SAN DIEGO, CA 92101	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LASSEN COUNTY ADMINISTRATION BUILDING 707 NEVADA ST. SUSANVILLE, CA 96130	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN JOAQUIN 222 E. WEBBER AVE #202 STOCKTON, CA 95202	VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE c/o GREGORY BROSE D.D.A. 4245 MARKET ST. #205 VENTURA, CA 93003	DO IT BEST CORP. AIKE McCLELLAND, PRESIDENT 6502 NELSON RD FORT WAYNE, IN 46803
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALAMEDA 225 FALLON ST. #9 OAKLAND, CA 94612	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LOS ANGELES 13090 CRIMINAL COURTS BUILDING 210 W. TEMPLE ST. LOS ANGELES, CA 90012	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA BARBARA 1105 SANTA BARBARA ST. SANTA BARBARA, CA 93101	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YOLO 204 4TH ST P.O. BOX 1247 WOODLAND, CA 95695	DYNATEC INTERNATIONAL INC PRESIDENT OR CEO 3820 GREAT LAKES DR SALT LAKE CITY, UT 84120-7205
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF AMADOR 108 COURT ST. SUITE 202 JACKSON, CA 95642	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA P.O. BOX 746 MARIPOSA, CA 95338	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, CA 95901	P & B GIFTWARE INC PRESIDENT OR CEO 590 FRANKLIN AVE MT VERNON, NY 10550-4516
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF BUTTE 25 COUNTY CENTER DR. OROVILLE, CA 95965	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA P.O. BOX 746 MARIPOSA, CA 95338	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	ALBERTSONS, INNC. PRESIDENT: GARY G. MICHAEL 250 PARK CENTER BLVD BOISE, ID 83706	EAST WEST DISTRIBUTING CO. VERNON BRUNNER, PRESIDENT 200 WILMOT RD DEERFIELD, IL 60015
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CALAVERAS GOVERNMENT CENTER 891 MOUNTAIN RANCH ROAD SAN ANDREAS, CA95249	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA P.O. BOX 746 MARIPOSA, CA 95338	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	AMERICA ONLINE, INC. PRESIDENT: STEPHEN M. CASE 12000 AOL WAY DULLES, VA 20166	EASTERN AMERICA TRIO PRODUCTS, INC. PRESIDENT: JIMMY CHIEN 142-05 ROOSEVELT AVE FLUSHING, NY 11354
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF COLUSA 547 MARKET ST. COLUSA, CA 95932	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MERCED 2222 M ST. MERCED, CA 95340	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	AIWA AMERICA, INC. PRESIDENT: YUKIO YAMAMOTO 800 CORPORATE DR. MANWAH, NJ 07430	EXIDE CORPORATION PRESIDENT: ROBERT A LUTZ 2901 HUBBARD RD ANN ARBOR, MI 48105
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CONTRA COSTA P.O. BOX 670 MARTINEZ, CA 94553	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONDO P.O. BOX 1171 ALTURAS, CA 9610	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	ALBERTSONS, INNC. PRESIDENT: GARY G. MICHAEL 250 PARK CENTER BLVD BOISE, ID 83706	FELLOWES MANUFACTURING COMPANY PRESIDENT: JAMES E FELLOWES 1789 NORWOOD AVENUE ITASCA, IL 60143
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF DEL NORTE 450 H ST #171 CRESCENT CITY, CA 95531	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY 240 CHURCH ST. P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	AMERICA ONLINE, INC. PRESIDENT: STEPHEN M. CASE 12000 AOL WAY DULLES, VA 20166	GEM ELECTRIC PRESIDENT OR CEO PO BOX 11128 HAUPPAUGE, NY 11788-0936
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF EL DORADO 515 MAIN ST. PLACERVILLE, CA 95667	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MENDOCINO 301 S. STATE ST. UKIAH, CA 95482	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	AROMA MANUFACTURING INC. CHUNG YUAN CHANG, PRESIDENT 6469 FLANDERS DR SAN DIEGO, CA 92121	HARTMAN PRODUCT PRESIDENT: MEL DORFMAN 1120 WALLACE RIDGE DEVERLY HILLS, CA 90210
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF FRESNO 2220 TULARE ST #1000 FRESNO, CA 93721	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MERCED 2222 M ST. MERCED, CA 95340	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	BELKIN COMPONENTS PRESIDENT: CHESTER J PIPKIN 501 W WALNUT STREET COMPTON, CA 90220	HOSA TECHNOLOG NCORPORATED SHOJI SATO, PRESIDENT 6920 HERMOSA CIR BUENA PARK, CA 90620
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF GLENN P.O. BOX 430	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF NAPA 931 PARKWAY MALL P.O. BOX 720 NAPA, CA 94559-0720	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	BELLSOUTH CORPORATION DUANE ACKERMAN, CEO 1155 PEACHTREE ST. NE ATLANTA, GA 30309	HYBRUNETICS, INC. PRESIDENT: R ROSA 225 SUTTON PLACE SANTA ROSA, CA 95407
		OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SONOMA 600 ADMINISTRATION DR #2121 SANTA ROSA, CA 95403	BICEGENERAL CABLE INDUSTRIES, INC. CEO: STEPHEN RABDNOWITZ 4 TESSENER DR. HIGHLAND HEIGHTS, KY 41076	KENSINGTON MICROWARE, LTD. PRESIDENT: BRUCE GESCHIEDER 770 S. ACCO PLAZA WHEELING, IL 60090
			BROOKSTONE COMPANY, INC. PRESIDENT: MICHAEL ANTHONY 64 CHESTNUT HILL DR AMHERST, NH 03031	KURT S. ADLER, INC. PRESIDENT OR CEO 1107 BROADWAY NEW YORK, NY 10010
			CASIO COMMUNICATIONS, INC. PRESIDENT OR CEO P.O. BOX 2914 TORRANCE, CA 90509	LEEN & ASSOCIATES PRESIDENT OR CEO 11730 NE 12TH ST BELLEVUE, WA 98005-2458
			CIRQUE CORP. PRESIDENT OR CEO	LENNOX ELECTRONICS, INC. PRESIDENT: 2 GERMAK DR CARTERSVILLE, GA 30130

SERVICE LIST

LEVITON MANUFACTURING CO.,
INC.
PRESIDENT: HAROLD LEVITON
59-25 LITTLE NECK PARKWAY
LITTLENECK, NY 11362

LOGITECH INC.
PRESIDENT: GUERRINO DELUNA
6505 KAISER DRIVE
FREMONT, CA 94555

LUCENT TECHNOLOGIES INC.
PRESIDENT: RICHARD A MCGINN
600 MOUNTAIN AVE RM 6C333
MURRAY HILL, NJ 07974

LUSA LIGHTING INTL., INC.
SANFORD BENENSOHN
26235 TECHNOLOGY DR., #201
VALENCIA, CA 91355

MACS GROUP, INC.
PRESIDENT: HSIEN JUNG YU
324 SAN MARCOS ST., #8
SAN GABRIEL, CA 91776

MAXELL CORPORATION OF
AMERICA
PRESIDENT: HIROSHI YAMAGUCHI
13 LAWRENCE CT
GLENPOINT
TEANECK, NJ 07666

MEMTEK PRODUCTS, INC.
PRESIDENT: ALLAN YAP
10100 PIONEER BLVD., #110
SANTA FE SPRINGS, CA 90670

METRA ELECTRONICS
CORPORATION
President: William H. Jones
460 Walker St.
Holly Hill, FL 32117-2688

MONSTER CABLE PRODUCTS, INC.
NOEL LEE, PRESIDENT/CEO
5810 COOL WATER COVE
DALLAS, TX 75232

S.L. WEBER, INC.
PRESIDENT: EDWARD T. BRILL
520 FELLOWSHIP RD. STE. C-306
MT. LAUREL, NJ 08054

SPECTRA MERCHANDISING
INTERNATIONAL INC.
PRESIDENT OR CEO
3425 N. Kimball Ave.
Chicago IL 60618-5522

SPECTRA MERCHANDISING
INTERNATIONAL INC.
PRESIDENT OR CEO
4230 NORTH NORMANDY AVENUE
CHICAGO INDUSTRY TECH PARK
CHICAGO, IL 60634

SALTON/MAXIM HOUSEWARES,
INC.
LEONARD DREIMANN, PRESIDENT
550 BUSINESS CENTER DR.
MT. PROSPECT, IL 60056

T T SYSTEMS CORP
President or CEO
7 ODELL PLZ
YONKERS, NY 10701-1407

TECHNOLOGY RESEARCH CORP
PRESIDENT OR CEO
5250 140TH AVE N
CLEARWATER, FL 33760-3728

THE EUREKA COMPANY
LEO CADELO, PRESIDENT
1201 B BELL ST
BLOOMINGTON, IL 61701-6902

THRUSTMASTER, INC.
MICHAEL GORDON
300 VALLEY STREET, SUITE 302
SAUSALITO, CA 94965

TORO INDUSTRIES, INC.
CEO: HIRO TANAKA
25935 ROLLING HILLS RD.
TORRANCE, CA 90505

US ELECTRONICS INC.
PRESIDENT OR CEO
105 MADISON AVE
NEW YORK, NY 10016

5950 MIAMI LAKES DR
MIAMI, FL 33014

WOODS INDUSTRIES, INC.
ROGER ENGLE, CEO
510 3RD AVE SW
CARMEL, IN 46032-2032

YAHOO! INC.
PRESIDENT: TIMOTHY
KOOGLER
3420 CENTRAL EXPRESSWAY
SANTA CLARA, CA 95051

W INDIANAPOLIS CORPORATION
HARRY D. SCOTT, MAN. PRESIDENT

1 EXHIBIT B
2 (Address For Notice Under Consent Judgment)

3
4 Notices for Atico International USA, Inc.:

5 Marian Harding Cochran, Esq.
6 General Counsel
7 Atico International, U.S.A., Inc.
8 501 S. Andrews Ave.; P.O. Box 14368
9 Ft. Lauderdale, FL 33301

10 Notices for East West Distributing Co. or Walgreen Co.:

11 Bryan A. Schneider, Esq.
12 Walgreen Co.
13 104 Wilmot Road, MS # 1447
14 Deerfield, IL 60015

15 With a copy to:

16 J. Robert Maxwell, Esq.
17 Rogers Joseph O'Donnell & Phillips
18 311 California St., 10th Floor
19 San Francisco, CA 94104
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EXHIBIT C
(Optional List of Certain Brand Names and Product Type)

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1 EXHIBIT D
2 (Exemplar of Optional Testing Protocol)

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4 Step 1: Cut 3-inch section of a cable that has not previously been used or
5 wiped.

6 Step 2. On multiconductor cables, remove the insulated conductors and any
7 other inner components from the 3-inch section of the cable. On single insulated
8 conductors, remove the metallic conductor from the 3-inch section of the cable.
Place the outer nonmetallic covering into a lead free receptacle (such as a
pre-labeled resealable plastic food storage bag).

9 Step 3. Repeat steps 1 and 2 above for two additional cables such that a
10 total of three samples are produced for laboratory analysis.

11 Step 4. Prepare samples for laboratory analysis according to EPA Method
12 160.4 or 3050. Lab notes MUST indicate that PVC sample was completely
dissolved prior to analysis.

13 Step 5. Analyze samples for total lead by EPA Method 7420 (AA Flame).

14 Step 6. Compute the arithmetic mean from the three samples.
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EXHIBIT E
(Infrequently Handled Products)

1	208- and 220-volt appliances (unless appliance is portable)
2	AC Adapters for foreign outlets and other voltage converters
3	Adjustable beds
4	Air Conditioner
5	Air Purifier
6	Amplifier for home stereo systems (including associated power and interconnector cords, but not including interconnector cords for microphones or musical instruments)
7	Answering machine
8	Audio mixer and associated power cords for in-studio, non-portable mixer units
9	Audio or video cable and adapter cords
10	Audio switcher power cords, unless designed to plug into front of audio/video appliance
11	Audio/video equipment and associated power and patch/pin cords (if A/V equipment is (i) not portable, e.g., no handle or carrying case, (ii) is not designed to plug into front of audio/video appliance, and (iii) is otherwise designed for long term installation)
12	Auto power adapters and cord, unless designed to plug into cigarette lighter or similar in-dash power source
13	Automotive wires and cables (installed)
14	Back cushion massager
15	Bathtub bubble mat
16	Bathtub spas
17	Battery Connection Cords (internal)
18	Battery charger units (except those used for automobiles)
19	Beard Trimmer (cordless models only)
20	Blender (not including hand-held models)
21	Bread Machine
22	Broadcast Equipment, and associated power and interconnector cords (if designed for in-studio or other non-portable installation)
23	Building wire (installed)
24	Calculator
25	Caller ID Unit
26	Can Opener
27	Carafes/Decanters, if cord attaches to separate base unit
28	Carbon Monoxide Detectors
	Cash Registers
	CATV Receiver Power Cords
	CB radio/antenna cords (not handsets)
	CD Player/changer (non-portable units only)
	CD/DVD Home Theater Systems
	Cielo Bath
	Circuit Cable
	Clock
	Coffee Maker
	Color Imaging System Power Cord & Cable (non-portable and not for use with portable computer system)
	Combo Wash/Dryer

1	40	Compactor
2	41	Computer Adapter Cords (not for laptops, and not designed to plug into front of system)
3	42	Computer Cables (in walls)
4	43	Computer CD/DVD Drives (installed, not used with laptops)
5	44	Computer docking system
6	45	Computer Keyboard
7	46	Computer modem line (data and power)
8	47	Computer monitor cable
9	48	Computer Mouse (cordless)
10	49	Computer Peripheral AC Adaptor cord and I/F cable (not including those for portable computers or portable peripheral devices)
11	50	Computer Peripheral PCMCIA Card Cord (not including those for portable computers)
12	51	Computer Peripheral Wires & Cables (not including those for portable computers and those designed to plug into front of desktop computer (e.g., USB cords))
13	52	Computer Scanners (not including those designed for portable computers)
14	53	Computer Servers and External Storage Units
15	54	Computer Speaker Cords (not including those used with portable computers)
16	55	Computer Tape Drives
17	56	Controller/Tuner Power Cord
18	57	Convector Power Cords
19	58	Cooktop Power Cords (not including those used with small portable hot plates)
20	59	Copier
21	60	Cordless Toothbrush
22	61	Data Logger Cable (unless included with portable device)
23	62	Deep fryer
24	63	Desktop computer power/patch/pin cords (unless designed to plug into front of computer (e.g., USB cords))
25	64	Digital imaging equipment (non-portable and not for use with portable computer system)
26	65	Digital media editor power cords/connecting cables (for installed, non-portable media editor units)
27	66	Digital Sender (digitizes and transmits images), for installed, non-portable units
28	67	Digital Tuner (non-portable units only)
	68	Dishwasher
	69	Drink Mixer (not hand-held)
	70	Dryer
	71	DVD (non-portable units only)
	72	DVD Audio/Video Cable (unless designed to plug into front of system)
	73	DVD Recorder Power/Interconnector Cords (non-portable units only)
	74	Egg Cooker
	75	Electric Bedding
	76	Electric Grill - Indoor or Outdoor
	77	Electric Recliners/Massage Chairs
	78	Electric Sewing Machine (non-portable units only, i.e., those which have no handle or case)
	79	Electric Thermos Pot (if cord attaches to separate base unit)
	80	Electric/Digital Pianos, Organs (non-portable units only)
	81	Electrolysis Water System (corded base unit only)
	82	Electronic Musical instruments, including associated power and adaptor cords (non-portable units only)
	83	Electronic White Board/Print Board Power Cords and Cables

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84	Espresso & Cappuccino Makers
85	Facial Spas
86	Factory Automation Equipment (industrial systems, not for home use)
87	Fan/Heater Products (non-portable models only; i.e., in excess of 10 pounds, as packaged, or having blade diameter 9 inches or greater (rounded to the nearest whole inch) or smaller units which otherwise are regularly installed, or not typically moved from place to place).
88	Fax Machines
89	Fire Alarm cable
90	Fish Roaster
91	Flatbread Maker
92	Food Processor/Chopper (not including hand-held models)
93	Fountain, Decorative
94	Freezer
95	Garbage Disposals and associated cords (whether sold separately or with product)
96	Generators (large systems with only grounding wire)
97	Hair Clippers (cordless models only)
98	Hair Dryer (only models with retractable cord)
99	Hair setter (rollers only, not curling irons)
100	Ham and Two-Way Radio and Accessories and Adapters (not handset cords, unless microphone is designed on stand with switch)
101	Hard Disk Recorder peripheral and power cords (not including those for portable computers)
102	Headphones (cordless models only)
103	Headset with Earphone and Microphone (cordless models only)
104	Hole punch
105	Hot Lather Machine
106	Hot Lotion dispenser
107	Hot Pot/Kettle/Tea Brewer (if cord attaches to separate base unit)
108	Hot Water Dispenser
109	Humidifier/Dehumidifier
110	Ice Cream Maker
111	Ice Maker
112	Indoor and outdoor phone cable (if designed for permanent installation)
113	Intercoms (non-hand-held models only)
114	Inverters/other power supplies (non-automotive uses)
115	Iron (cordless only)
116	Juicer/Juice extractor (non-hand-held models only)
117	LCD Projector (CRT Monitor, receives data from computer) (except for use with portable computer)
118	Letter opener
119	Lighting (including tabletop and floor lamps, spotlights, or ceiling lighting, not holiday string lights or clip-on lights)
120	Magnetic Card Reader/Writer including associated power cord and cable
121	Meat Grinder (not hand-held models)
122	Meat Slicer (not hand-held Electric Knives)
123	Microphone (only including cords powering base unit of cordless microphone system)
124	Microwave Oven
125	Mini Speaker System including associated connection cords (not including those for use with laptop computers or other portable devices)
126	Mixer (non-hand-held models only)

1	127	Mobil telephone battery cables (internal wires and cords only)
2	128	Mobile telephone accessories (only those using corded base charging unit or permanently installed in automobiles)
3	129	Mobile video screens designed for permanent installation (such as for use in automobiles or boats)
4	130	Multi-function office support device (combines functions such as copier, printer, fax machine, PBX, voice mail into one)
5	131	Neon sign & oil burner ignition cable
	132	NIC/Modem cables
6	133	Optical Cable/Stereo Optical Cords (unless designed to plug into front of system)
	134	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
7	135	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
	136	Ovens
8	137	Over-Range Microwave Ovens/Hoods
9	138	Paper shredder
	139	Paraffin/wax Bath for Hands
10	140	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
11	141	Pencil sharpener
	142	Personal Hygiene System and associated power cord
12	143	Pest Repelled
	144	Pet Cage Dryers
13	145	Portable Dishwasher
14	146	Portable heater (only if designed for permanent installation)
	147	Portable Washer
15	148	Postage meters
	149	Postal scales
16	150	Potpourri heater
	151	Power bases for charging wireless devices (if designed for long term installation)
17	152	Power tools (corded, cordless, stationary, or portable)
18	153	Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
19	154	Pressure Cooker
	155	Printer cables
20	156	Printer power cord
	157	Projector, non-portable (no handle or carrying case)
21	158	Public Address Amplifier and Accessories (non-portable or otherwise designed for permanent or long term installation)
22	159	Radiator
23	160	Radios with attached cord and without handles (including clock radios)
	161	Range
24	162	Range Hoods/Vent
	163	Rechargeable Flashlights
25	164	Rechargeable Lanterns
	165	Refrigerator
26	166	Rice Cake Maker
	167	Rice Cooker
27	168	Riser/Plenum cable (if designed for permanent/long term installation)
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169	Roaster Oven
170	Rope Lights (other than holiday string lights) if designed for permanent/long term installation
171	Satellite dish
172	Scales
173	Scanner antenna
174	Shavers - Cordless w/Corded Recharge Base only
175	Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
176	Smoke detector (internal wires or if designed for permanent/long term installation)
177	Speaker wire (designed for use with components designed for long term/permanent installation; speaker wire associated with portable equipment with attached handle or carrying case not excluded)
178	Stapler
179	Steam cooker
180	Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
181	Surge protector
182	Telecom Data Cable (installed)
183	Telecom Power Cable (installed)
184	Tele-Homecare System (power cords)
185	Telephone power and data cord (phone to wall cords only)
186	Television (except small mobile models with attached/built in handle or carrying case)
187	Television Antenna
188	Television distribution system/swapper
189	Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
190	Television peripheral cords (unless designed for use with devices that plug into the front of the set)
191	Thermostat Cable
192	Toaster
193	Toaster Oven
194	Towel Warmer
195	Transcriber and foot pedal and associated power and interconnecting cords
196	Underground Low-Energy Cable (exclusion applies to consumer uses only)
197	Vanity/lighted makeup mirror
198	VCR (unless portable with attached handle or carrying case)
199	Video mixer and switcher (if component of desktop system with no separate mice)
200	Video printer power cords/connecting cables (unless used with laptop)
201	Warming drawer
202	Washer/Dryer
203	Water distiller
204	Water filter units designed for permanent/long term installation
205	Water heater designed for permanent/long term installation
206	Water jet - Dental
207	Waxers - hair removal (corded base unit only)
208	Wine cellars
209	Diesel Locomotive and Motor Cable

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210	Ignition Cable for Gas Tube Signage
211	Hook-Up Wire (intended for permanent or long-term installation)
212	Telephone Switching Station Cable
213	Loop Detector Wire Used in Traffic Counting
214	Utility Cable and Wire (Power and Communications)
215	Signal Cable
216	Power/Control/Instrumentation/Signal Cable Utility Cable and Wire (Power and Communications)

EXHIBIT F

(Examples of Products For Which Warnings May Be Given In Owner's Manual)

1	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold concurrently with equipment that also appears on this list)
2	AC adaptor cords (when sold concurrently with equipment that also appears on this list)
3	Air Pumps
4	Power and patch cords for professional/commercial audio/video equipment used in field (when sold concurrently with the equipment)
5	Interconnection or patch cables for portable audio/video/computer components or peripheral devices (when sold concurrently with equipment that also appears on this list)
6	Power adapters and cord for use with automotive cigarette lighter or similar power outlet (when sold concurrently with equipment that also appears on this list)
7	Power and interconnector cords for broadcast equipment used in field (when sold concurrently with the broadcast equipment)
8	Coffee warmer/urn (party-size)
9	Adapter and power cords for laptop and desktop computers/peripherals (when sold concurrently with computer or peripheral device)
10	Computer Joystick (owner's manual warning authorized only where reference to the owners manual is necessary to program or install software for use; alternatively, warning that otherwise would be placed in owner's manual must appear as part of on-screen programming/installation instructions)
11	Computer Mouse (when sold concurrently with equipment that also appears on this list)
12	Digital camera cords and cables (when sold concurrently with digital camera)
13	Portable DVD Player (e.g., with handles/carrying case)
14	Power and adaptor cords for portable electronic musical instruments and keyboards (when sold concurrently with the electronic musical instrument or keyboard)
15	Foot Massagers (wet)
16	Laptop Computer
17	Sandwich Maker
18	Telephone handset cord (handset-to-phone portion only where sold concurrently with telephone with programmable features)
19	Thermoelectric coolers
20	Travel Steamer
21	Vacuum cleaner, deep cleaner/extractor and/or carpet shampoo machine (both regular or retractable cord models)
22	Vaporizer
23	Video Camera power cords, adaptor cords (e.g., AC, auto), charger cords, connecting cables (when sold concurrently with video camera)
24	Video game accessories (owner's manual warning authorized where: i) accessory is sold with another product for which owners manual warnings are allowed; or ii) reference to the owners manual is necessary to program or install software for use). Warning that would otherwise be placed in owner's manual may alternatively be displayed as part of on-screen programming/installation instructions where use of such are necessary for initial product use.

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25	Stand alone video mixer or switcher with non-integrated mouse
26	Portable warming tray
27	Cord of handheld waxers used for hair removal
28	Mobile telephones
29	Camera Cords and cables (only if sold concurrently with camera)
30	Telephones with programmable features

EXHIBIT G
(Non-Exempt Product List

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NON-EXEMPT PRODUCTS

(WARNINGS REQUIRED)

1	Audio or video adapter cords for portable products
2	Audio or video cable for portable products
3	Audio/Video/Computer/telecommunications cables packaged individually for retail sales
4	Automotive cigarette lighter adapters
5	Blender (hand-held models)
6	Camera cords and accessories
7	Carving knife
8	CB radio handsets
9	Clip-on lights
10	Coffee grinder
11	Computer joystick
12	Computer mouse cords
13	Computer peripheral AC adapter cord and I/F cable for portable computers or portable peripheral devices
14	Computer peripheral PCMCIA card cord for portable computers
15	Computer peripheral wires & cables designed to plug into front of desktop computer (e.g., USB cords)
16	Computer peripheral wires & cables for portable computers and those
17	Computer speaker cords used with portable computers
18	Corded shaver
19	Corn popper
20	Curling iron
21	Data logger cable included with portable devices
22	Desktop computer power/patch/pin cords designed to plug into front of computer
23	External CD/DVD and tape drives for portable computers
24	Food processor/Chopper (hand-held models)
25	Griddle
26	Grill (countertop)
27	Hair clipper (corded)
28	Hair dryer
29	Hand held drink mixer
30	Hot pot/Kettle/Tea brewer (unless cord attached to separate base unit)
31	Ice crusher
32	Iron (unless cordless)
33	Juicer/Juice extractor (household or portable)
34	Laptop computer cords
35	Meat slicer (hand-held)
36	Mixer (hand-held models)
37	Microphone cable (except for cords powering base unit of cordless microphone system)
38	Mobile telephone accessories (except corded base units and permanent installations in automobiles)
39	MP3 player
40	Portable digital imaging equipment
41	Portable DVD player
42	Portable electric sewing machine
43	Portable fan/heater
44	Portable heater (unless designed for permanent installation)

NON-EXEMPT PRODUCTS

(WARNINGS REQUIRED)

45	Portable musical instruments and accessories, including power and adapter cords, (e.g. electronic keyboards, samplers, drums, guitars, amplifiers, monitors, patch cords, pick-ups)
46	Portable personal stereo
47	Portable power adapters (except for i) AC adapters for foreign outlets and other voltage converters or ii) auto power adapters and cord which are not designed to plug into cigarette lighter or similar in-dash power source)
48	Portable power inverters (for automotive use)
49	Portable television
50	Portable ZIP drives and accessories
51	Scanners for portable computers
52	Skillet
53	Slow cooker
54	Small portable hotplate power cords
55	Steam cooker
56	Stereo headphones (unless cordless)
57	Holiday String lights
58	Telephone handset cord
59	Telephone headset cord
60	USB, firewire cords
61	Vacuum
62	Waffle maker
63	Headphone/Headset cords (except for cords powering base unit of cordless system)
64	Extension cord
65	Massager (hand-held, not including back cushion massager or electric recliners/massage chairs)
66	Heating pad
67	Sandwich maker
69	Video game accessories
70	Electric thermos/carafe (without separate base unit)

EXHIBIT H
(Non-Owner's Manual Warning List)

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NON-OWNER'S MANUAL PRODUCTS
 (PRODUCTS THAT MAY NOT CARRY WARNINGS IN AN OWNER'S MANUAL)

1	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
2	AC adaptor cords (when sold separately or with equipment that does not appear on the list of products that may not carry an owners manual warning)
3	Power and adaptor cords for portable electronic musical instruments and keyboards (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
4	Video Game Accessories and Joysticks (unless reference to the owners manual is necessary to program or install software for use)
5	Telephone headset or telephone headset w/ microphone (when sold separately or with equipment that does not appears on the list of products that may carry an owners manual warning)
6	Portable stereos (not including portable DVD players)
7	MP3 Players
8	Massagers
9	Microphones cords
10	Handheld Mixer/Food Processor
11	Coffee Grinders
12	Telephone Handset cords (handset-to-phone cords when sold separately or with equipment that does not appears on the list of products that may carry an owners manual warning)
13	Extension cords
14	Hairdryers
15	Irons (other than travel steamers)
16	Computer mouse (If sold separately from computer system)
17	Holiday String Lights
18	Audio or Video adapter cords or cable for portable products (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
19	Power adapters and cord for use with automotive cigarette lighter or similar power outlet (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)