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CENTER  
424 First Street  
Telephone: (707) 268-8900  
Facsimile: (707) 268-8901

Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

ENDORSED  
FILED  
San Francisco County Superior Court

MAR 28 2006

PHILIP PARK-LI, Clerk  
PHILOMENA DIAS  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
(Unlimited Jurisdiction)

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

PLAINTIFF,

v.

KMART CORPORATION; EDDIE  
BAUER, INC.; TOYS "R" US, INC.;  
ENOR CORPORATION; PANACEA  
PRODUCTS CORPORATION; EAST  
WEST DISTRIBUTING, INC., AND DOES  
1 THROUGH 100, INCLUSIVE,

DEFENDANTS.

No. CGC-04-429912

~~PROPOSED~~ CONSENT JUDGMENT

1. INTRODUCTION

1.1 On or about December 30, 2003 plaintiff MATEEL  
ENVIRONMENTAL JUSTICE FOUNDATION ("Mateel"), provided a 60-day notice of  
violation ("Notice") to the California Attorney General, the District Attorneys of every county  
in California, the City Attorneys of every California city with a population greater than

1 750,000, and defendant East West Distributing, Inc. ("Defendant"), alleging that Defendant  
2 through sales in California of hand tools, the handles for which are coated with polyvinyl  
3 chloride ("PVC"), including but not limited to pruners, pliers, hammers, bench clamps,  
4 wrenches, screwdrivers, crimpers, and hacksaws, that are manufactured, distributed or sold by  
5 Defendant ("Covered Products"), was in violation of certain provisions of the Safe Drinking  
6 Water and Toxic Enforcement Act of 1986, Health and Safety Code sections 25249.5, et seq.  
7 ("Proposition 65"), by knowingly and intentionally exposing persons to chemicals, including  
8 lead and lead compounds, lead phosphate, lead acetate and lead subacetate, (collectively,  
9 "lead"), known to the State of California to cause cancer and/or birth defects or other  
10 reproductive harm, without first providing a clear and reasonable warning.

11 1.2 On or about March 25, 2004, plaintiff Mateel, acting in the public  
12 interest pursuant to Health and Safety Code section 25249.7(d) and on behalf of the general  
13 public pursuant to Business and Professions Code section 17204 ("Plaintiff"), filed a  
14 Complaint for Civil Penalties and Injunctive Relief in San Francisco County Superior Court,  
15 Case No. 317279 ("Complaint") against Defendant based on the allegations contained in the  
16 Notice. In addition to asserting claims directly under Proposition 65, the Complaint also  
17 alleges that the violations of Proposition 65 for which Defendant is allegedly responsible  
18 constitute separate violations of Business and Professions Code sections 17200 et seq. (the  
19 "Unfair Competition Act").

20 1.3 ATICO International USA, Inc., Walgreen Co. and its affiliate East West  
21 Distributing, Inc. ("East West"), agree to be bound by the terms of this Consent Judgment. For  
22 purposes of this Consent Judgment, Atico, Walgreen Co. and East West are collectively  
23 referred to as "Settling Defendants"

24 1.3 For purposes of this Consent Judgment, Mateel and Settling Defendants  
25 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
26 Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the  
27 Complaint, that venue is proper in the County of San Francisco and that this Court has  
28 jurisdiction to enter this Consent Judgment as a full and final settlement and resolution of the

1 allegations contained in the Complaint and of all claims which were or could have been raised  
2 based on the facts alleged therein or arising therefrom.

3 1.4 Mateel and Settling Defendants enter into this Consent Judgment  
4 pursuant to a full and final settlement of disputed claims between the parties for the purpose of  
5 avoiding prolonged litigation. This Consent Judgment shall not constitute an admission with  
6 respect to any allegation made in the Notice or the Complaint, each and every allegation of  
7 which Settling Defendants deny, nor may this Consent Judgment or compliance with it be used  
8 as evidence of any wrongdoing, misconduct, culpability or liability on the part of Settling  
9 Defendants.

10 2. INJUNCTIVE RELIEF-REFORMULATION

11 2.1 Within two hundred and seventy (270) days after entry of this Consent  
12 Agreement, Settling Defendants shall cease sales of Covered Products with PVC coated  
13 handles in California unless the Covered Products meet the following criteria:

14 (a) The formulation of PVC used shall have no intentionally added  
15 lead.

16 (b) A representative sample of the bulk PVC used to manufacture the  
17 Covered Products has been tested for lead content and shown lead content by weight of less  
18 than 0.02%, or 200 parts per million ("ppm"), using a test method of sufficient sensitivity to  
19 establish a limit of quantification (as distinguished from detection) of less than 200 ppm.

20 2.2 Settling Defendants may comply with the above requirements by relying  
21 on information obtained from their suppliers of the tools and PVC utilized on the handles  
22 thereof provided such reliance is in good faith.

23 3. MONETARY RELIEF

24 3.1 Within fifteen (15) days after entry of this Consent Judgment by the  
25 Court, Atico, on behalf of the Settling Defendants shall pay ten thousand dollars (\$10,000) to  
26 the Ecological Rights Foundation. The Ecological Rights Foundation is a California non-  
27 profit organization that advocates for workers' and consumers' safety and for awareness and  
28 reduction of toxic exposures. The foregoing settlement payment shall be mailed to the

1 attention of William Verick, Esq., Klamath Environmental Law Center, 424 First Street,  
2 Eureka, California 95501, who shall provide them to the respective organizations within  
3 fifteen (15) days of receipt.

4 4. ATTORNEYS' FEES

5 4.1 Within fifteen (15) days after entry of this Consent Judgment, Atico, on  
6 behalf of the Settling Defendants shall jointly pay ten thousand dollars (\$10,000) to the  
7 Klamath Environmental Law Center to cover plaintiffs' attorneys' fees and costs. The above  
8 payment shall be mailed care of William Verick, Esq., Klamath Environmental Law Center,  
9 424 First Street, Eureka, California 95501.

10 4.2 Except as specifically provided in this Consent Judgment, plaintiff and  
11 Settling Defendants shall bear their own costs and attorneys' fees.

12 5. ENFORCEMENT OF JUDGMENT/STIPULATED REMEDIES

13 5.1 The terms of this Consent Judgment are enforceable by and among the  
14 parties hereto or, with respect to the injunctive relief provided for herein, by the California  
15 Attorney General.

16 6. MATTERS COVERED BY THIS CONSENT JUDGMENT

17 6.1 This Consent Judgment is a full, final and binding resolution between the  
18 Plaintiff acting on behalf of itself and, (as to those matters referenced in the Notice Letters) in  
19 the public interest pursuant to Health and Safety Code section 25249.7(d) and on behalf of the  
20 general public pursuant to Business and Professions Code section 17204, and Settling  
21 Defendants concerning any violation of Proposition 65 and/or the Unfair Competition Act  
22 regarding any claims made or which could have been made in the Notice and/or the  
23 Complaint, or any other statutory or common law claim that could have been asserted against  
24 Settling Defendants and/or their affiliates, parent or subsidiary corporations, divisions,  
25 successors, officers, directors, assigns, distributors, retailers, and/or customers for failure to  
26 provide clear, reasonable, and lawful warnings of exposure to lead contained in or otherwise  
27 associated with Covered Products manufactured, sold or distributed by, for, or on behalf of,  
28 Settling Defendants. Compliance with the terms of this Consent Judgment resolves any issue,

1 now and in the future, concerning compliance by Settling Defendants and/or their affiliates,  
2 parent or subsidiary corporations, divisions, successors, officers, directors, assigns,  
3 distributors, retailers, and/or customers with the requirements of Proposition 65 and the Unfair  
4 Competition Act with respect to lead contained in or otherwise associated with Covered  
5 Products.

6           6.2 As to any claims, violations (except violations of this Consent  
7 Judgment), actions, damages, costs, penalties or causes of action which may arise or have  
8 arisen after the original date of entry of this consent judgment, compliance by Settling  
9 Defendants with the terms of this consent judgment shall be deemed to be full and complete  
10 compliance with Proposition 65 and the Unfair Competition Act as to claims regarding  
11 exposure to lead in Covered Products.

12           6.3 In furtherance of the foregoing, Plaintiff hereby waives any and all rights  
13 and benefits which it now has, or in the future may have, conferred upon it with respect to the  
14 Covered Products by virtue of the provisions of Section 1542 of the California Civil Code,  
15 which provides as follows:

16           “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
17           WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
18           TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING  
19           THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE  
20           MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
21           DEBTOR.”

22           Plaintiff understands and acknowledges that the significance and consequence  
23 of this waiver of California Civil Code Section 1542 is that even if Plaintiff suffers future  
24 damages arising out of or resulting from, or related directly or indirectly to, in whole or in  
25 part, the Covered Products, they will not be able to make any claim for those damages against  
26 Settling Defendants, or their parents, subsidiaries or affiliates, or any of their customers,  
27 distributors, wholesalers, retailers or any other person in the course of doing business who  
28 may manufacture, use, maintain, distribute, market or sell the Covered Products. Furthermore,

1 Plaintiff acknowledges that it intends these consequences for any such claims which may exist  
2 as of the date of this release but which Plaintiff does not know exist, and which, if known,  
3 would materially affect its decision to enter into this Consent Judgment, regardless of whether  
4 its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other  
5 cause.

#### 6 7. SERVICE ON THE CALIFORNIA ATTORNEY GENERAL

7 7.1 Plaintiff shall serve a copy of this Consent Judgment, signed by both  
8 parties, on the California Attorney General on behalf of the Parties so that the California  
9 Attorney General may review this Consent Judgment at least forty five (45) days prior to its  
10 submittal to the Court for approval. As soon as is feasible following the forty-fifth (45th) day  
11 after the date on which the California Attorney General has been served with the  
12 aforementioned copy of this Consent Judgment, and in the absence of any written objection by  
13 the California Attorney General to the terms of this Consent Judgment or written request by  
14 the California Attorney General for additional time, the Parties shall then submit promptly this  
15 Consent Judgment to the Court for approval. Prior to submittal to the Court for approval,  
16 Plaintiff shall attach a proof of service attesting that this Consent Judgment has been served on  
17 the California Attorney General and the manner and date on which that service was made.

#### 18 8. APPLICATION OF JUDGMENT

19 8.1 The obligations of this Consent Judgment shall apply to and be binding  
20 upon any and all plaintiffs, acting in the public interest pursuant to Health and Safety Code  
21 section 25249.7(d) and on behalf of the general public pursuant to Business and Professions  
22 Code section 17204, and Settling Defendants and the successors or assigns of any of them.

#### 23 9. MODIFICATION OF JUDGMENT

24 9.1 This Consent Judgment may be modified only upon written agreement of  
25 the parties and upon entry of a modified Consent Judgment by the Court thereon, or upon  
26 motion of any party as provided by law and upon entry of a modified Consent Judgment by the  
27 Court.

#### 28 10. NOTICE

1                   10.1 When any Party is entitled to receive any notice or report under this  
2 Consent Judgment, the notice or report shall be sent by U.S. mail or overnight courier service  
3 to:

4                   (a) For Mateel:

5                   William Verick, Esq.

6                   Klamath Environmental Law Center

7                   424 First Street

8                   Eureka, California 95501; and

9                   (b) For East West Distributing, Inc. or Walgreen Co.:

10                  Arthur Jimenez, Esq.

11                  Walgreen Co.

12                  104 Wilmot Road, MS#1447

13                  Deerfield, IL 60015

14  
15                  With a copy to:

16                  Renee D. Wasserman, Esq.

17                  Rogers Joseph O'Donnell & Phillips

18                  311 California St., 10th Floor

19                  San Francisco, CA 94104

20                  (c) For Atico International USA, Inc.:

21                  Marian Harding Cochran, Esq.

22                  General Counsel

23                  Atico International USA, Inc.

24                  501 S. Andrews

25                  P.O. Box 14368

26                  Ft. Lauderdale, FL 33301

27                   10.2 Any Party may modify the person and address to whom notice is to be  
28 sent by sending each other Party notice in accordance with this Paragraph.

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11. AUTHORITY TO STIPULATE

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

12. RETENTION OF JURISDICTION

12.1 This Court shall retain jurisdiction over the matters covered herein and the enforcement and/or application of this Consent Judgment.

13. ENTIRE AGREEMENT

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

14. GOVERNING LAW

14.1 The validity, construction and performance of this Consent Judgment shall be governed by the laws of the State of California.

15. COURT APPROVAL

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

IT IS SO STIPULATED:

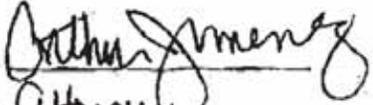
DATED: 12/19/05

By: 

Its: CEO

ATICO International USA, Inc.

DATED: 11/1/06

By: 

Its: Attorney

East West Distributing Co. and Walgreen Co.

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

By: William Travis

Its: CEO

Plaintiff, Mateel Environmental Justice Foundation

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

Dated: \_\_\_\_\_

3/28/06

RONALD E. QUIDACHAY

JUDGE OF THE SUPERIOR COURT

# EXHIBIT A



# Klamath

ENVIRONMENTAL  
LAW CENTER

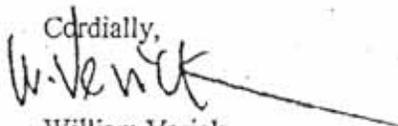
December 30, 2003

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 §1040

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") give you notice that the private businesses listed on the attached service list, have been, are, will be, and threaten to be in violation of Cal. Health & Safety Code § 25249.6. Both this office and Mateel are private enforcers of Proposition 65, both may be contacted at the below listed address and telephone number, and I am a responsible individual for both Mateel and this office. The above referenced violations occur when California residents come into contact with the tools described in the attached Appendix A. The plastic on the handles of these tools contains high levels of lead and lead compounds ("lead"), chemicals known to cause cancer, birth defects, and other reproductive harm. These private businesses either make or market the hand tools described in Appendix A. People are exposed to lead at work or elsewhere when they use these tools and their skin thus comes into contact with the plastic in the handles. Lead is transferred from the tools to the hands of the people using these products. The lead then enters their bodies when it is absorbed directly through the skin, through mucous membranes, or through cuts and/or abrasions, or when they touch their hands to their mouths and other mucous membranes, or when they touch cigarettes or food and then smoke the cigarettes or ingest the food. These exposures thus occur via the dermal absorption, mucous membrane, subcutaneous, inhalation and ingestion routes. These private businesses did not and do not provide people with clear and reasonable warnings before they expose them to lead. The above referenced violations have occurred every day since at least December 30, 1999 and will continue every day until the lead is taken out of these products or until warnings are given. These violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any manufacturer of these products for products made outside of California, except as to workplaces the manufacturer itself maintains in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of these businesses and in each of California's 58 counties.

Cordially,  
  
William Verick

EDWARD WRIL  
SUPERVISING DEPUTY ATTORNEY  
GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
P.O. BOX 70550  
OAKLAND, CA 94612-0550

OFFICE OF THE CITY ATTORNEY  
CITY OF OAKLAND  
505 14TH ST. 12TH FLOOR  
OAKLAND, CA 94612

OFFICE OF THE CITY ATTORNEY  
CITY OF SAN FRANCISCO  
CITY HALL ROOM 206  
400 VAN NESS  
SAN FRANCISCO, CA 94102

OFFICE OF THE CITY ATTORNEY  
CITY OF SACRAMENTO  
980 9<sup>th</sup> Street, 10<sup>th</sup> Floor  
SACRAMENTO, CA 95814

OFFICE OF THE CITY ATTORNEY  
CITY OF SAN JOSE  
151 W. MISSION ST.  
SAN JOSE, CA 95110

OFFICE OF THE CITY ATTORNEY  
CITY OF LOS ANGELES  
200 N. MAIN ST.  
LOS ANGELES, CA 90012

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 ALAMEDA  
225 FALLON ST. #9  
OAKLAND, CA 94612

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF ALPINE  
P.O. BOX 248  
MARKLEEVILLE, CA 96120

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF AMADOR  
106 COURT ST. SUITE 202  
JACKSON, CA 95642

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF BUTTE  
25 COUNTY CENTER DR.  
OROVILLE, CA 95965

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF CALAVERAS  
GOVERNMENT CENTER  
891 MOUNTAIN RANCH ROAD  
SAN ANDREAS, CA 95249

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF COLUSA  
547 MARKET ST.  
COLUSA, CA 95932

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF CONTRA COSTA  
P.O. BOX 670  
MARTINEZ, CA 94533

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF DEL NORTE  
450 H ST. #171  
CRESCENT CITY, CA 95531

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF EL DORADO  
515 MAIN ST.  
PLACERVILLE, CA 95667

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF FRESNO  
2220 TULARE ST #1000  
FRESNO, CA 93721

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF GLENN  
P.O. BOX 430  
WILLOWS, CA 95988

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF HUMBOLDT  
825 5TH ST.  
EUREKA, CA 95501

COUNTY OF IMPERIAL  
COURTHOUSE, FLOOR 2  
939 W. MAIN ST  
EL CENTRO, CA 92243

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF INYO  
P.O. DRAWER D  
INDEPENDENCE, CA 93526

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF KERN  
1215 TRUXTUN AVE. FLOOR 4  
BAKERSFIELD, CA 93301

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF KINGS  
1400 W. LACEY BLVD.  
HANFORD, CA 93230

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LAKE  
255 N. FORBES ST. # 424  
LAKEPORT, CA 95453

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LASSEN  
COUNTY ADMINISTRATION  
BUILDING  
707 NEVADA ST.  
SUSANVILLE, CA 96130

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LOS ANGELES  
18000 CRIMINAL COURTS  
BUILDING  
210 W. TEMPLE ST.  
LOS ANGELES, CA 90012

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ATTORNEY  
COUNTY OF MADERA  
209 W. YOSEMITE AVE.  
MADERA, CA 95337

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MARIN  
HALL OF JUSTICE #183  
SAN RAFAEL, CA 94903

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MARIPOSA  
P.O. BOX 748  
MARIPOSA, CA 95338

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MENDOCINO  
301 S. STATE ST.  
UKIAH, CA 95482

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MERCED  
2222 M ST.  
MERCED, CA 95340

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MODOC  
P.O. BOX 1171  
ALTURAS, CA 96110

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MONO  
P.O. BOX 617  
BRIDGEPORT, CA 93517

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MONTEREY  
P.O. BOX 180  
SALINAS, CA 93902

COUNTY OF NAPA  
931 PARKWAY MALL  
P.O. BOX 720  
NAPA, CA 94559-0720

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF NEVADA  
COURTHOUSE ANNEX  
NEVADA CITY, CA 95959

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF ORANGE  
700 CIVIC CENTER DR. WEST #A-200  
SANTA ANA, CA 92701

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF PLACER  
11562 B AVE  
AUBURN, CA 95603-2687

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COUNTY OF PLUMAS  
P.O. BOX 10716  
QUINCY, CA 95971

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF RIVERSIDE  
4075 MAIN ST.  
RIVERSIDE, CA 92501

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SACRAMENTO  
P.O. BOX 749  
SACRAMENTO, CA 95804

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COUNTY OF SAN BENITO  
419 4TH ST  
HOLLISTER, CA 95023

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN BERNARDINO  
316 MT. VIEW AVE.  
SAN BERNARDINO, CA 92415-0004

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN DIEGO  
101 W. BROADWAY #1440  
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN FRANCISCO  
850 BRYANT ST #322  
SAN FRANCISCO, CA 94103

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN JOAQUIN  
222 E. WEBER AVE #202  
STOCKTON, CA 95202

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN LUIS OBISPO  
COUNTY GOVERNMENT CENTER #450  
SAN LUIS OBISPO, CA 93408

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN MATEO  
HALL OF JUSTICE AND RECORDS  
REDWOOD CITY, CA 94063

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SANTA BARBARA  
1105 SANTA BARBARA ST.  
SANTA BARBARA, CA 93101

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SANTA CLARA  
70 W. HEDDING ST.  
SAN JOSE, CA 95110

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SANTA CRUZ  
701 OCEAN ST. #200  
SANTA CRUZ, CA 95060

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SHASTA  
1525 COURT ST.  
REDDING, CA 96001

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SIERRA  
P.O. BOX 457  
DOWNIEVILLE, CA 95936

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SISKIYOU  
P.O. BOX 986  
YREKA, CA 96097

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SOLANO  
600 UNION AVE  
FAIRFIELD, CA 94533

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF SONOMA  
600 ADMINISTRATION DR. #212J  
SANTA ROSA, CA 95403

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF STANISLAUS  
1100 I ST. #200  
MODESTO, CA 95354

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF SUTTER  
1160 CIVIC CENTER BLVD. #A  
YUBA CITY, CA 95993

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF TEHAMA  
P.O. BOX 519  
REDDBLUFF, CA 96080

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF TRINITY  
P.O. BOX 310  
WEAVERVILLE, CA 96093

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF TULARE  
COURTHOUSE #224  
VISALIA, CA 93291

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF TUOLUMNE  
2 S. GREEN ST.  
SONORA, CA 95370

VENTURA COUNTY DISTRICT  
ATTORNEY'S OFFICE  
66 GREGORY BROSE D.D.A.  
4245 MARKET ST. #205  
VENTURA, CA 93003

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF YOLO  
204 4TH ST  
P.O. BOX 1247  
WOODLAND, CA 95665

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF YUBA  
215 5TH ST.  
MARYSVILLE, CA 95901

PRESIDENT OR CEO  
KMAAT CORPORATION  
3100 W. BIG BEAVER RD  
TROY, MI 48064

L D JORNDT, PRESIDENT  
WALGREEN CO.  
200 WILMOT RD  
DEERFIELD, IL 60015

PRESIDENT OR CEO  
EAST-WEST DISTRIBUTING CO.  
200 WILMOT RD  
DEERFIELD, IL 60015

WILLIAM DENTON  
PRESIDENT  
FISKARS BRANDS, INC.  
2537 DANIELS ST  
MADISON, WI 53711

PRESIDENT OR CEO  
WIRE AND CABLE SPECIALTIES  
INC  
205 CARTER DR.  
WEST CHESTER, PA 19382

PRESIDENT OR CEO  
WESTERN TRIMMING CORP.  
9667 CANOGA AVE.  
CHATSWORTH, CA 91311

PRESIDENT OR CEO  
PACON CORP.  
2525 N. CASALOMA DR., BOX  
7170  
APPLETON, WI 54912-7068

CERTIFICATE OF MERIT

I, William Verick, hereby declare: This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings. I am the attorney for the noticing party. 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 action. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the person(s) consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: December 30, 2003



*William Verick*  
William Verick

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 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 December 30, 2003, 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 U.S. Mail I caused the attached 60-DAY NOTICE LETTER and PROPOSITION 65: A SUMMARY to be sent by Certified U.S. 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 December 30, 2003, at Eureka, California.

*Gina R. Klump*  
GINA R. KLUMP