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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Plaintiff,

vs.

WKI HOLDING COMPANY, INC.,  
PROGRESSIVE INTERNATIONAL CORP.;  
AUDIO TECHNICA US, INC.; JASCO  
PRODUCTS; R & B, INC.; LKG INDUSTRIES,  
INC.; PLAID ENTERPRISES, INC., and DOES  
1 through 100 inclusive,

Defendants.

Case No. 05-440165

*av*  
[PROPOSED] CONSENT JUDGMENT AS  
TO AUDIO-TECHNICA US, INC.

ENDORSED  
FILED  
San Francisco County Superior Court

NOV 21 2005

GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

1. INTRODUCTION

1.1 On or about October 22, 2004, the Mateel Environmental Justice Foundation ("MEJF") and its attorneys, Klamath Environmental Law Center ("KELC"), sent 60 Day Notice Letters to the Office of the California Attorney General of the State of California ("California Attorney General"), all California counties' District Attorneys and all City Attorneys of California cities with populations exceeding 750,000, (collectively, "Public Enforcers"), charging certain businesses with violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq. ("Proposition 65"), in their manufacture, distribution and/or sale of wires and cables coated with polyvinyl chloride ("PVC"). Specifically, MEJF charged that persons handling the PVC-coated wires and cables (hereinafter sometimes referred to as the "Cords") were exposed to certain chemicals, listed under Proposition 65, including acrylonitrile; antimony trioxide; arsenic; 1,3 butadiene; carbon tetrachloride; carbon black extracts; chlorinated paraffins; chloroform; ethyl acrylate; ethylene thiourea; nickel; toluene; cadmium; hexavalent chromium; vinyl chloride; lead and lead compounds; lead acetate; lead phosphate; lead subacetate and di(2ethylhexyl)phthalate.

1.2 On or about April 6, 2005, MEJF ("Plaintiff"), acting on behalf of itself, the public interest, and the general public for the matters described in the Notice Letter, filed a Complaint for civil penalties and injunctive relief ("Complaint") in the San Francisco Superior Court, fashioned, *MATEEL ENVIRONMENTAL JUSTICE FOUNDATION v. WKI HOLDING COMPANY, INC., et al.*, Case No. 05-440165 based on the Notice Letter. The Complaint alleged, among other things, that AUDIO-TECHNICA US, INC. ("ATT" or "Settling Defendant") violated Proposition 65 and California Business & Professions Code Section 17200 et seq. (the "Unfair Competition Act") by manufacturing, marketing and/or distributing to California residents products that are themselves or which incorporate wires and cables that are PVC-coated and failing to provide clear and reasonable warnings to California residents who handle and use such products that the handling and use of those products in their normally intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

1.3 Plaintiff and Settling Defendant are, for purposes of this Consent Judgment,  
collectively referred to as the "Parties," with each of them a "Party".

1.4 For purposes of this Consent Judgment, the term "Covered Products" means products  
that are themselves, or that incorporate, utilize, or have appended to them, Cords, and that are  
manufactured, distributed, marketed or sold by the Settling Defendant. The term Covered Products  
includes both such products that are subject to the Warning Requirements of Section 7, and those that  
are not, including those products that are exempted from the warning requirements of this Consent  
Judgment pursuant to Sections 7.1 or 7.3. The term "Covered Products" also includes products  
which are manufactured, distributed, marketed and/or sold by the Settling Defendant either under its  
own name or brand or under the name or brand of another (e.g., privately labeled products).

1.5 For purposes of this Consent Judgment only, the Settling Defendant admits that: (a) it  
is a business that employs more than ten persons and manufactures, distributes and/or sells Covered  
Products into the State of California; (b) the Covered Products contain one or more Proposition 65  
Chemicals; and (c) Proposition 65 Chemicals are chemicals listed under Proposition 65 as being  
known to the State of California to cause cancer and/or reproductive toxicity.

1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction  
over the Settling Defendant as to the acts alleged in the Complaints, that venue is proper in the  
County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full  
settlement and resolution of the allegations contained in the Complaints and Notice Letters and of all  
claims which were or could have been raised by any person or entity based in whole or in part,  
directly or indirectly, on the facts alleged therein, arising therefrom or related thereto.

1.7 The Parties enter into this Consent Judgment pursuant to a full and final settlement of  
any and all claims between the Parties for the purpose of avoiding prolonged litigation. This Consent  
Judgment shall not constitute an admission with respect to any material allegation of the Complaints,  
each and every allegation of which the Settling Defendant denies; nor may this Consent Judgment or  
compliance with it be used as evidence of any wrongdoing, misconduct, culpability or liability on the

part of any Settling Defendant. The Settling Defendant maintains that its Covered Products have at all times complied with all applicable laws, including Proposition 65.

2. SETTLEMENT PAYMENT

2.1 In settlement of all of the claims referred to in this Consent Judgment against the Settling Defendant:

(a) The Settling Defendant shall pay, within thirty (30) days of entry of this Consent Judgment, \$30,000 (thirty thousand dollars). The payments required by the preceding sentence may be made payable to KELC and shall subsequently and within a commercially reasonable time be divided by KELC as follows: (i) fifty percent (50%) shall be paid to KELC for attorneys fees and costs incurred by KELC on behalf of Plaintiff in investigating this matter and negotiating this Consent Judgment on behalf of itself and the general public, (ii) fifty percent (50%) shall, subject to Paragraph 2.2 below, be distributed by KELC at the direction of MEJF among the following non-profit organizations: Californians for Alternatives to Toxics; the Center for Ethics and Toxics, a project of the Tides Foundation; the Center on Race, Poverty and the Environment; the Ecological Rights Foundation; the Environmental Protection Information Center; the Golden Gate University School of Law Environmental Litigation Clinic; KPFA Radio; and Pacifica Reporters Against Censorship.

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

2.3 Except as specifically provided in this Consent Judgment, each side shall bear its own costs and attorney's fees.

3. ENTRY OF CONSENT JUDGMENT

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

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

2           4.1     For purposes of Section 4 of this Consent Judgment, the term Settling Defendant shall  
3 include the Settling Defendant, as defined above, and its past, present and future parents, divisions,  
4 subdivisions, brands, subsidiaries and affiliates and the predecessors, successors and assigns of any of  
5 them as well as their past, present and future officers, directors, employees, agents, attorneys,  
6 representatives, shareholders and assigns. For purposes of Section 4, the term Settling Defendant  
7 shall also be deemed to include the Settling Defendant's supplier of Covered Products, but only with  
8 respect to those Covered Products that such supplier manufactures for the Settling Defendant. The  
9 preceding sentence shall not apply with respect to a supplier who ships Covered Products directly to a  
10 consumer at the request of the Settling Defendant, where a warning is provided to address the  
11 obligations of this Consent Judgment solely pursuant to Section 7.5(e) below. A list delineating  
12 some, but not necessarily all, of the names of the various business entities and brands or product  
13 types referred to in this Paragraph and in existence on or before the date of this Consent Judgment is  
14 attached hereto as Exhibit C.

15           4.2     As to Covered Products, this Consent Judgment is a final and binding resolution  
16 between Plaintiff acting on behalf of itself and, (as to those matters referenced in the Notice Letters)  
17 in the public interest pursuant to Health and Safety Code Section 25249.7(d) and the general public  
18 pursuant to Business and Professions Code Section 17204 and the Settling Defendant of: (a) any  
19 violation of Proposition 65; and, (b) with respect to exposures to the Proposition 65 Chemicals  
20 associated with the use of Covered Products, the Unfair Competition Act; and (c) with respect to  
21 exposures to the Proposition 65 Chemicals associated with the use of Covered Products, any other  
22 statutory or common law claim, to the fullest extent that any such claims were or could have been  
23 asserted by any person or entity against the Settling Defendant based on its or their exposure of  
24 persons to chemicals contained in or otherwise associated with the use of Covered Products  
25 manufactured, sold or distributed by, for or on behalf of the Settling Defendant and/or their alleged  
26 failure to provide a clear and reasonable warning of such exposure to such individuals; and (d) as to  
27 exposures to chemicals contained in or otherwise associated with the use of Covered Products, any  
28 other claim based in whole or part on the facts alleged in the Complaints or Notice Letters, whether



based on actions or omissions committed by the Settling Defendant or any other entity within the Settling Defendant's chain of distribution, including, but not limited to, customers, wholesale or retail sellers or distributors and any other person in the course of doing business ("Downstream Entity").

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

4.4 Notwithstanding Sections 4.2 or 4.3 above, as to all customers, distributors, wholesalers, retailers or any other Downstream Entity, except as otherwise indicated in Sections 4.5 and 4.6 below, which may in the course of doing business use, maintain, distribute, or sell Covered Products which are manufactured, distributed or sold by the Settling Defendant (including Covered Products which are privately labeled by the Settling Defendant for a Downstream Entity), Plaintiff (acting on behalf of itself and, as to those matters raised in the Notice Letters, on behalf of the general public) waives all rights to institute any form of legal action whether under Proposition 65 or the Unfair Competition Act or otherwise, arising out of or resulting from or related directly or indirectly to, in whole or in part, exposure to, or otherwise associated with the use of and alleged failure to warn with respect to Proposition 65 Chemicals contained in Covered Products.

4.5 Nothing in this Consent Judgment shall be deemed to release, from past liability under Proposition 65 or any other statute or regulation (except from liability for occupational exposures under the circumstances set forth in Sections 4.6, 7.5 and 7.6 of this Consent Judgment), any entity which incorporates Cords obtained from the Settling Defendant into a Covered Product the entity manufactures or distributes for sale to retail consumers, unless such entity is itself a Settling Defendant; nor shall any such entity which is not itself a Settling Defendant be entitled to utilize or otherwise rely on the provisions of this Consent Judgment. Notwithstanding the preceding sentence,

however, compliance with the terms of Section 7 of this Consent Judgment by an entity that incorporates Cords obtained from the Settling Defendant into a Covered Product it manufactures or distributes for sale to retail consumers, shall be deemed to constitute compliance with Proposition 65 with respect to Covered Products it sells in the future.

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

4.7 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiff understands and acknowledges that the significance and consequence of its waiver of California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters raised in the Notice Letters, any person or entity on whose behalf they purport to act or could act, suffers future damages or harm arising out of, resulting from, or related directly or indirectly to, in whole or in part, the matters covered in Sections 4.2, 4.3 and 4.4 above ("Damages"), Plaintiff and any person or entity on whose behalf they purport to act or could act, will not be able to make any claim for such Damages against the Settling Defendant or any of its customers, distributors, wholesalers, retailers, or any other person in the course of doing business who may use, maintain, distribute or sell the Covered Products. Furthermore, Plaintiff acknowledges that it intends these consequences for any

such Damages which may exist as of the date of this release but which Plaintiff does not know exist,  
and which, if known, would materially affect its decision to enter into this Consent Judgment,  
regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or  
any other cause, no matter how justifiable such cause may be.

4.8 The Settling Defendant waives all rights to institute any form of legal action against  
Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal actions  
undertaken or statements made in the course of such legal actions to seek enforcement of this action  
and judgment.

5. **ENFORCEMENT OF JUDGMENT**

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

6. **MODIFICATION OF JUDGMENT**

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



7. INJUNCTIVE RELIEF

2           7.1       Covered Products shall be deemed to comply with Proposition 65 and be exempt  
3 from any Proposition 65 warning requirements if the Cords that are sold as a part of or in association  
4 with those Covered Products meet the following criteria: (a) the surface contact layer of the Cords  
5 shall have no lead as an intentionally added constituent; and (b) the surface contact layer of the Cords  
6 shall have lead content by weight of no more than 0.03% (300 parts per million, or "300 ppm"). The  
7 Settling Defendant may comply with the above requirements by relying on information obtained from  
8 its suppliers regarding the content of the surface contact layer of the Cords, provided such reliance is  
9 in good faith. Obtaining test results showing that the lead content is no more than 0.03%, using a  
10 method of sufficient sensitivity to establish a limit of quantification (as distinguished from detection)  
11 of less than 300 ppm shall be deemed to establish good faith reliance. Provided that the level of  
12 quantitation requirement set forth in the preceding sentence is met, the test protocol and methods  
13 described on Exhibit D hereto may be relied on. Nothing in the preceding two sentences shall  
14 preclude a Settling Defendant from establishing good faith reliance by an alternative means.

15           7.2       Covered Products manufactured and shipped for distribution to or sale in California  
16 on or after the Effective Date that do not meet the warning exemption standard set forth in  
17 Section 7.1 of this Consent Judgment and are not exempt pursuant to Section 7.3 shall be  
18 accompanied by a warning as described in Section 7.4 below. For purposes of this Section, one year  
19 after the entry of this Consent Judgment shall be considered the "Effective Date."  
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1           7.3     The following Covered Products are deemed to be exempt from any Proposition 65  
2 warning requirements with respect to Cords: (a) Covered Products which because of their size,  
3 weight or function have Cords that are handled only infrequently (such as upon their installation in a  
4 setting where they are not typically plugged and unplugged) ("Infrequently Handled Products");  
5 (b) those Covered Products that: (i) are sold at retail before the Effective Date; or (ii) are distributed  
6 or shipped for sale outside the State of California; (c) Covered Products that use Cords only as  
7 internal components not normally accessible to the consumer during ordinary use; and/or (d) Covered  
8 Products which contain the Proposition 65 Chemical only as part of the inner conductor or other  
9 component not normally accessible to the consumer during ordinary use. Exhibit E contains a list of  
10 Covered Products/Product types that are deemed to meet the criteria for Infrequently Handled  
11 Products set forth in this Section 7.3 and are therefore exempt. Plaintiffs have previously provided  
12 the California Attorney General's Office and the Settling Defendant with a list of Covered  
13 Products/Product types that are deemed not to meet the criteria for Infrequently Handled Products set  
14 forth in this Section 7.3 and therefore are not exempt ("Non-Exempt Products List"). Exhibit E and  
15 the Non-Exempt Products List may be used as guidance in determining whether other Covered  
16 Products meet these criteria; Exhibit E and the Non-Exempt Products List may also be used by the  
17 Parties in the course of dispute resolution pursuant to Section 9. The Parties acknowledge that  
18 common usage of the terms "portable" and "non-portable" do not affect the classification of any  
19 Covered Products under this Consent Judgment. Covered Products may be considered Infrequently  
20 Handled Products regardless of their weight or the likelihood that they may be used while moving,  
21 whether that be on a person, in a car, on an airplane or otherwise.

22           7.4     Should the Settling Defendant's Covered Products require Proposition 65 warnings  
23 under Section 7.2, the Settling Defendant shall, except as otherwise provided in Section 7.5 below,  
24 either provide one of the warnings described below or any other Proposition 65 warning that has been  
25 reviewed and approved in writing by the California Attorney General for use with Covered Products  
26 regarding their thermoset/thermoplastic-coated wires and/or cables:  
27  
28

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

4           or

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

8           or

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

12  
13       The word “WARNING” shall be in all capital letters and in bold typeface. The hand-washing  
14       admonition shall be in bold typeface and italicized. Inclusion of the bracketed words “cancer, and” in  
15       the above warning shall be at the Settling Defendant’s option.

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

25           7.6       If the warning is printed on the product, package label, or invoice, then the warning  
26       shall be contained in the same section of the label that contains other safety warnings, if any,  
27       concerning the use of the Covered Product or near its displayed price and/or UPC code. Such  
28       warning shall be prominently affixed to or printed on each such Covered Product, its label or package

1 or invoice, and displayed with such conspicuousness, as compared with other words, statements,  
2 designs, or devices on such Covered Product, its label, package or display or invoice as to render it  
3 likely to be read and understood by an ordinary individual under customary conditions of purchase or  
4 use. With respect to the preceding sentence, the type size of any warning required by paragraph 7.4  
5 must be legible, but otherwise need not be larger than any other warning language used in  
6 conjunction with the Covered Product in question and its relative size may take into account the  
7 nature, immediacy, and acuteness of the risks for which other warnings are given. If the size of a  
8 Covered Product and its packaging is such that a warning required by this Consent Judgment cannot  
9 physically be printed on its non-transparent portion in a legible size, the warning may be printed on a  
10 separate piece of paper or cardstock and inserted into the Covered Product's packaging, provided that  
11 i) the cardstock or paper containing the warning is not white or uncolored and contains only the  
12 warning language, and ii) a substantial portion of the exterior of the packaging material is  
13 transparent.

14       7.7 If a warning is provided on the internet pursuant to (c) above, the warning message  
15 shall be displayed (or, upon the internet site user's identification as a California resident, such as  
16 when the user types in a zip code, automatically appear) either: (a) on the same page on which the  
17 Covered Product is displayed, (b) on the same page as the order form for the Covered Product, or (c)  
18 on the same page as the price for the Covered Product.

19       7.8 If the warning is given in the owners manual pursuant to Section 7.9 below, it shall be  
20 located in one of the following places in the manual: the outside of the front cover; the inside of the  
21 front cover; the first page other than the cover; or the outside of the back cover. The warning shall be  
22 printed or stamped in the manual or contained in a durable label or sticker affixed to the manual in a  
23 font no smaller than the font used for other safety warnings in the manual. Alternatively, the warning  
24 may be included in a safety warning section of the owner's manual consistent with specifications  
25 issued by Underwriters Laboratories.

26       7.9 A warning in the owner's manual of a Covered Product may be used to satisfy the  
27 warning requirements of this Section 7 only under the following circumstances: the Covered Product  
28 (i) may cause serious injury or bodily harm (other than by means of fire or electrocution) unless used

1 as directed; or (ii) is sophisticated, difficult to understand or install, set-up, or assemble; or (iii) has  
2 one or more features a consumer must read about in order to know how to program or use the  
3 Covered Product. However, a Covered Product may not utilize an owner's manual warning if it  
4 meets the following criteria: (a) the Covered Product is unlikely to cause serious injury or bodily  
5 harm other than by means of fire or electrocution; (b) the Covered Product is easily assembled or  
6 programmed by an ordinary consumer without need to reference instructions; and (c) fundamental  
7 operation of the Covered Product is easily understood and commonly performed by an ordinary  
8 consumer without training or need to reference operating instructions. Exhibit F contains a list of  
9 Covered Products/product types for which Owner's Manual Warnings are deemed to be an allowable  
10 method of communicating the warnings required by this Section 7. Plaintiffs have previously  
11 provided the California Attorney General's Office and the Settling Defendant with a list of Covered  
12 Products/product types for which Owner's Manual Warnings are deemed not to be an allowable  
13 method of communicating the warnings required by this Section 7 (the "Non-Owner's Manual  
14 Product List"). Exhibit F and the Non-Owner's Manual Product List may be used as guidance in  
15 determining whether the criteria for use of owner's manual warnings set forth in this Section are  
16 satisfied. Exhibit F and the Non-Owner's Manual Products List may also be used by the Parties in  
17 the course of dispute resolution pursuant to Section 9.

18 7.10 The Settling Defendant may provide an Owner's Manual Warning on any Covered  
19 Products/product types, except for those listed on the Non-Owner's Manual Product List, that satisfy  
20 the criteria in Section 7.9, whether or not that Covered Product or product type is listed on Exhibit F.  
21 Settling Defendant shall provide to Plaintiff, by certified mail or other confirmable delivery, a list of  
22 those Covered Products for which an owners manual warning is proposed to be given. Plaintiff shall,  
23 within 60 days, notify Settling Defendant as to whether Plaintiff agrees that an owner's manual  
24 warning is appropriate. In the event that Plaintiff determines that an Owner's Manual Warning is not  
25 appropriate, it shall provide a written explanation of the basis therefore. In the event that the Settling  
26 Defendant disagrees with Plaintiff's determination the settling defendant may elect to invoke the  
27 Dispute Resolution process provided for in Section 9 hereof. Products not existing as of the  
28 Effective Date that are introduced for sale after January 1, 2006 may use a owner's manual warning if



1 approved in writing by the California Attorney General's office, following 60 days prior notice to  
2 Plaintiff.

3 7.11 The requirement for product labeling, set forth herein, is imposed pursuant to the  
4 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive  
5 method of providing a warning under Proposition 65 and its implementing regulations.

6 8. **ADDED INFREQUENTLY HANDLED PRODUCTS**

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

13 8.2 At Least 60 days prior to retail sale, Settling Defendant shall provide to Plaintiff by  
14 certified mail or other confirmable delivery, a list of those Covered Products which do not exist as of  
15 the Effective Date for which Settling Defendant contends are infrequently handled products for which  
16 no warning is required. Plaintiff shall, within 60 days, notify Settling Defendant as to whether  
17 Plaintiff agrees that that the Covered Product is infrequently handled and does not require a warning.  
18 In the event that Plaintiff determines that a warning is required it shall provide a written explanation  
19 of the basis therefore. In the event that the Settling Defendant disagrees with Plaintiff's  
20 determination the settling defendant may elect to invoke the Dispute Resolution process provided for  
21 in Section 9 hereof. Products not existing as of the Effective Date that are introduced for sale after  
22 January 1, 2006 may be sold without a warning because they are infrequently handled if so approved  
23 in writing by the California Attorney General's office, following 60 days prior notice to Plaintiff.

24  
25 9. **DISPUTE RESOLUTION**

26 9.1 Wherever this Consent Judgment provides that the Settling Defendant may invoke  
27 the Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling  
28 Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff, setting

1 forth the dispute and the basis for the Party's position. The Parties interested in the dispute shall then  
2 meet and confer in good faith within sixty (60) days to determine whether the dispute may be  
3 resolved in order to avoid further litigation of the issue, unless both Parties waive, in writing, notice  
4 and the opportunity to meet and confer. In the event that Plaintiff fails to meet and confer within the  
5 sixty (60) day period, the Settling Defendant's position shall be deemed to have prevailed. In the  
6 event that, after meeting and conferring, Plaintiff disapproves or disagrees with a position taken by  
7 the Settling Defendant, Plaintiff shall notify the Settling Defendant in writing, sent by an overnight  
8 delivery service requiring a signature upon delivery, within 14 (fourteen) days of meeting and  
9 conferring. Should the Plaintiff do so and should the Settling Defendant wish to pursue its position,  
10 the Settling Defendant shall then seek to have the California Attorney General concur with the  
11 Settling Defendant's position. If the California Attorney General concurs in writing with the Settling  
12 Defendant, the Settling Defendant shall provide notice thereof to Plaintiff and the Settling  
13 Defendant's view shall prevail. If, however, the California Attorney General does not concur with  
14 the Settling Defendant within ninety (90) days of the date on which the Settling Defendant sought the  
15 California Attorney General's concurrence, the Settling Defendant shall have the right to bring the  
16 issue to the Court by noticed motion for its de novo review and, provided that it is proceeding in good  
17 faith, shall not be subject to further penalties during the pendency of such motion and/or if the motion  
18 is not contested by Plaintiff. In the event that the Plaintiff chooses to contest such a motion and  
19 prevails, 1) the Settling Defendant shall be deemed to be in compliance with the terms of this  
20 Consent Judgment provided that it implements the warning requirements imposed as the result of the  
21 Court's determination within ninety (90) days that the Court's determination is final; and 2) Plaintiff  
22 may elect to seek to recover its attorney fees incurred in association with such motion as provided for  
23 by California Civil Procedure Code Section 1021.5.

24 10. TERMINATION

25 The Settling Defendant may elect (but is not required) to terminate its participation in this  
26 Consent Judgment beginning on January 31, 2006 or any date thereafter by means of filing with the  
27 court and serving on the Plaintiff, the California Attorney General, and counsel of record to the  
28 Settling Defendant with a notice of termination. In the event of the exercise of such an election, the

1 Settling Defendant's obligations and rights and benefits hereunder shall immediately be deemed to  
2 cease to exist.

3 11. APPLICATION OF JUDGMENT

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

8 12. AUTHORITY TO STIPULATE

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

12 13. NOTICES

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

17 14. RETENTION OF JURISDICTION

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

19 15. ENTIRE AGREEMENT

20 This Consent Judgment contains the sole and entire agreement and understanding of the  
21 Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
22 commitments and understandings related hereto. No representations, oral or otherwise, express or  
23 implied, other than those contained herein have been made by any Party hereto. No other agreements  
24 not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the  
25 Parties.  
26  
27  
28

1 16. GOVERNING LAW

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

4 17. COURT APPROVAL

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

8  
9 IT IS SO STIPULATED:

10 DATED: 9/30/05

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

11  
12  
13 By: William Verick  
14 William Verick

15 DATED: 9/9/05

AUDIO-TECHNICA US, INC.

16  
17  
18 By: Philip J. Ayka

19  
20 IT IS SO ORDERED.

21 DATED: NOV 21 2005

A. JAMES ROBERTSON, II

JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT A  
(Copy Of 60-Day Notice Letter)

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# Klamath

ENVIRONMENTAL  
LAW CENTER

April 6, 2004

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") 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 California residents come into contact with thermoset/thermoplastic-coated wires, cables, and/or cords/cord sets, including PVC-coated wires, cords/cord sets, plugs and connectors, and both SPT and HPN cords/cord sets (hereinafter collectively "Cords"). These businesses market products with, or that are themselves, Cords. Some examples of the products that incorporate Cords are those listed in the attached Appendix A. Handling of, and contact with, these Cords exposes people to acrylonitrile, antimony trioxide, arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated paraffins, chloroform, ethyl acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate, and di(2ethylhexyl) phthalate. Handling Cords causes these chemicals to come off the coating of the Cords and to be transferred to the skin of the person handling the Cords. These chemicals are then ingested through hand-to-mouth contact and hand-to-food-to-mouth and hand-to-cigarette-to-mouth behavior. These chemicals are also absorbed through the skin, through mucous membranes and enter the body through cuts, punctures and abrasions. Smokers also inhale those chemicals transferred from hands to cigarettes. People are thus exposed to these chemicals via the ingestion, inhalation, dermal absorption, mucous membrane absorption and subcutaneous routes. These exposures (and resulting violations) occur occupationally, environmentally, and as the result of the sale of consumer products and 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, Cords, including during the manufacture, installation, maintenance, handling and/or use of electrical equipment to which these Cords are attached. As described above, the exposures that are the subject of this notice occur via the dermal absorption, inhalation, ingestion and subcutaneous routes. These violations have occurred every day since at least April 6, 2000 and will continue every day until reasonable warnings are given to those people exposed. Environmental exposure violations occur in every county of the State and occur both on and off the property of the aforementioned private businesses.

Cordially,

*W. Verick*  
William Verick

## SERVICE LIST

- EDWARD G. WEIL  
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. 17TH 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 9th Street, 10th 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  
104 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 94553
- 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 TRUXTON 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  
253 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  
18090 CRIMINAL COURTS  
BUILDING  
210 W. TEMPLE ST.  
LOS ANGELES, CA 90012
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MADERA  
209 W. YOSEMITE AVE.  
MADERA, CA 93637
- 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 9610
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MONO  
P.O. BOX 617  
BRIDGEPORT, CA 93517
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF MONTEREY  
240 CHURCH ST.  
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  
11502 B AVE  
AUBURN, CA 95603-2687
- OFFICE OF THE DISTRICT ATTORNEY  
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
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN BENITO  
419 4TH ST.  
HOLLESTER, 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  
150 BRYANT ST. #222  
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  
DOWNEYVILLE, CA 95936
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF SISKIYOU  
P.O. BOX 586  
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  
REDBLUFF, 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  
c/o 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 95695
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF YUBA  
215 5TH ST.  
MARYSVILLE, CA 95901
- ANDREW MOONEY, PRESIDENT  
THE DISNEY STORE, INC.  
500 SOUTH BUENA VISTA ST.  
BURBANK, CA 91521
- DAVID K. THOMPSON,  
PRESIDENT  
BUENA VISTA ENTERTAINMENT,  
INC.  
500 SOUTH BUENA VISTA  
STREET  
BURBANK, CA 91521
- PRESIDENT OR CEO  
PROGRESSIVE INTERNATIONAL  
CORP.  
6111 S 228TH ST  
KENT, WA 98032
- PRESIDENT OR CEO  
AUDIO TECHNICA US INC  
1221 COMMERCE DR.  
STOW, OH 44224
- ROBERT J. LABIN, PRESIDENT  
BRIGHTPOINT  
501 AIRTECH PKWY  
PLAINFIELD, IN 46168
- PRESIDENT OR CEO  
SAXAR INTERNATIONAL, INC.  
195 CARTER DR.  
EDISON, NJ 08817
- PRESIDENT OR CEO  
TECHNOLOGY RESEARCH  
CORPORATION  
3250 140TH AVE N  
CLEARWATER, FL 33760
- JAMES SHARMAN, PRESIDENT  
WEL HOLDING COMPANY, INC.  
11911 FREEDOM DRIVE SUITE 60  
RESTON, VA 20190-5629
- FRANK K. LIU, PRESIDENT  
UNICAL ENTERPRISES, INC.  
16960 GALE AVE  
CITY OF INDUSTRY, CA 91745
- W. ALAN MCCOLLUGH,  
PRESIDENT  
CIRCUIT CITY STORES, INC.  
9950 MAYLAND DR.  
RICHMOND, VA 23233
- MICHAEL T. CHALEFOUX,  
PRESIDENT  
CIRCUIT CITY STORES WEST  
COAST, INC.  
9950 MAYLAND DR.  
RICHMOND, VA 23233
- John Han, Owner  
HONOR TRADING CO.  
3589 YALE WAY  
FREMONT, CA 94538-6185

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: April 6, 2004

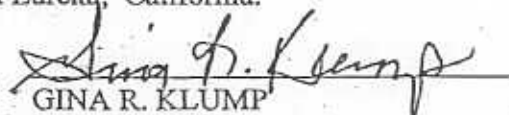
  
William Verick

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 April 6, 2004, 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 April 6, 2004, at Eureka, California.

  
GINA R. KLUMP



<u>Company</u>	<u>Products</u>
THE DISNEY STORE, INC. BUENA VISTA ENTERTAINMENT, INC.	Power Rangers Dino Thunder Power Ranger Radio FM auto scan radio
PROGRESSIVE INTERNATIONAL CORP.	Progressive International Immersion Heather GT-7400
AUDIO TECHNICA US INC.	Audio Technica Handheld Microphone #ATR10BL
BRIGHTPOINT	Brightlink Wireless Accessories, Earbud Headset, Nokia Compatible Brightlink Earbud Headset Item OHFPPT282 AM040 Brightlink Earbud Headset OHFPP61902 AM030
SAKAR INTERNATIONAL INC.	Cyber Gear Handsfree Mini Phone Item #32466 iConcepts Digital Camera Item # 69052 Cyber Gear Miniphone Recorder Item #60468 Cyber Gear Palm Tunes Touch Screen Databank with Stylus Item #86468 Cyber Gear Micro Radio Item #45466 iConcepts PDA USB Hot Sync & Charger Item #1634
TECHNOLOGY RESEARCH CORPORATION	Fire Shield 8-Foot Safety Extension Cord 13 AMP 120 VOLTS 16 AWG Patent #4931894
WKI HOLDING COMPANY, INC.	Ekco Immersion Heater #00426
UNICAL ENTERPRISES, INC	Northwestern Bell Caller ID Telephone #77519-3 Bell Phones by Northwestern Bell Phones Mini Telephones #28000-M2 Bell Phones by Northwestern Bell Phones Classic Favorite Trim Style Telephone #52820 Bell Phones by Northwestern Bell Phones Big Button Plus Telephone #20200-3 Bell Phones by Northwestern Bell Phones Big Wall Phone #51491
CIRCUIT CITY STORES WEST COAST, INC.	Audiobahn Earclip Style Stereo Headphones, model ABN-150 Audiobahn Wraparound Stereo Headphones, model ABN-11 Liquid Video S-Video/AV Cable For PlayStation 2, GAMECUBE, Xbox GA-332 Liquid Video Starter Kit for PlayStation 2 GA-331 Liquid Video Starter Kit for Xbox GA-328 Liquid Video Starter Kit for GAMECUBE - GA-330
HONOR TRADING CO.	Wagan Tech Quick Flow Air Compressor, Item #2014

1 EXHIBIT B  
2 (Address For Notice Under Consent Judgment)  
3

4 Audio-Technica US, Inc.

5 Philip J. Cajka  
6 President and CEO  
7 1221 Commerce Drive  
8 Stow, OH 44224

8 Frederick M. Lombardi, Esq.  
9 David J. Hrina, Esq.  
10 Buckingham, Doolittle & Burroughs, LLP  
11 P.O. Box 1500, Akron, OH 44309-1500  
12 Tel: 330-376-5300  
13 Fax: 330-258-6559

12 Michael J. Pietrykowski, Esq.  
13 Linda M. Moroney, Esq.  
14 Gordon & Rees LLP  
15 275 Battery Street, 20<sup>th</sup> Floor  
16 San Francisco, CA 94111  
17 Tel: 415-986-5900  
18 Fax: 415-986-8054

16 Mateel Environmental Justice Foundation

17 William Verrick, Esq.  
18 Klamath Environmental Law Center  
19 424 First Street  
20 Eureka, CA 95501  
21 Tel: 707-268-8900  
22 Fax: 707-268-8901  
23  
24  
25  
26  
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EXHIBIT C  
(Optional List of Certain Brand Names and Product Type)

- A. Brand Names
  - Audio-Technica
  - Digital Reference
  
- B. Product Types
  - Microphones (wireless and hard wired)
  - Headphones
  - Mixers (audio)
  - Microphone cables
  - Guitar cables
  - Speaker cables
  - Microphone Accessories
  - Turntables
  - Audio equipment

EXHIBIT D  
(Exemplar of Optional Testing Protocol)

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

Step 2. On multiconductor cables, remove the insulated conductors and any other inner components from the 3-inch section of the cable. On single insulated 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).

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

Step 4. Prepare samples for laboratory analysis according to EPA Method 160.4 or 3050. Samples must be completely digested before proceeding to step 5.

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

Step 6. Compute the arithmetic mean from the three samples.

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
29	Cash Registers
30	CATV Receiver Power Cords
31	CB radio/antenna cords (not handsets)
32	CD Player/changer (non-portable units only)
33	CD/DVD Home Theater Systems
34	Cielo Bath
35	Circuit Cable
36	Clock
37	Coffee Maker
38	Color Imaging System Power Cord & Cable (non-portable and not for use with portable computer system)
39	Combo Wash/Dryer

1	40	Compaq
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

1	84	Espresso & Cappucino Makers
2	85	Facial Spas
3	86	Factory Automation Equipment (industrial systems, not for home use)
4	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).
5	88	Fax Machines
6	89	Fire Alarm cable
7	90	Fish Roaster
8	91	Flatbread Maker
9	92	Food Processor/Chopper (not including hand-held models)
10	93	Fountain, Decorative
11	94	Freezer
12	95	Garbage Disposals and associated cords (whether sold separately or with product)
13	96	Generators (large systems with only grounding wire)
14	97	Hair Clippers (cordless models only)
15	98	Hair Dryer (only models with retractable cord)
16	99	Hair setter (rollers only, not curling irons)
17	100	Ham and Two-Way Radio and Accessories and Adapters (not handset cords, unless microphone is designed on stand with switch)
18	101	Hard Disk Recorder peripheral and power cords (not including those for portable computers)
19	102	Headphones (cordless models only)
20	103	Headset with Earphone and Microphone (cordless models only)
21	104	Hole punch
22	105	Hot Lather Machine
23	106	Hot Lotion dispenser
24	107	Hot Pot/Kettle/Tea Brewer (if cord attaches to separate base unit)
25	108	Hot Water Dispenser
26	109	Humidifier/Dehumidifier
27	110	Ice Cream Maker
28	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)
7	134	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
8	135	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
9	136	Ovens
10	137	Over-Range Microwave Ovens/Hoods
11	138	Paper shredder
12	139	Parrafin/wax Bath for Hands
13	140	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
14	141	Pencil sharpener
15	142	Personal Hygiene System and assoicated power cord
16	143	Pest Repeller
17	144	Pet Cage Dryers
18	145	Portable Dishwasher
19	146	Portable heater (only if designed for permanent installation)
20	147	Portable Washer
21	148	Postage meters
22	149	Postal scales
23	150	Potpourri heater
24	151	Power bases for charging wireless devices (if designed for long term installation)
25	152	Power tools (corded, cordless, stationary, or portable)
26	153	Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
27	154	Pressure Cooker
28	155	Printer cables
	156	Printer power cord
	157	Projector, non-portable (no handle or carrying case)
	158	Public Address Amplifier and Accessories (non-portable or otherwise designed for permanent or long term installation)
	159	Radiator
	160	Radios with attached cord and without handles (including clock radios)
	161	Range
	162	Range Hoods/Vent
	163	Rechargeable Flashlights
	164	Rechargeable Lanterns
	165	Refrigerator
	166	Rice Cake Maker
	167	Rice Cooker
	168	Riser/Plenum cable (if designed for permanent/long term installation)

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2	169 Roaster Oven
3	170 Rope Lights (other than holiday string lights) if designed for permanent/long term installation
4	171 Satellite dish
5	172 Scales
6	173 Scanner antenna
7	174 Shavers - Cordless w/Corded Recharger Base only
8	175 Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
9	176 Smoke detector (internal wires or if designed for permanent/long term installation)
10	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)
11	178 Stapler
12	179 Steam cooker
13	180 Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
14	181 Surge protector
15	182 Telecom Data Cable (installed)
16	183 Telecom Power Cable (installed)
17	184 Telc-Homecare System (power cords)
18	185 Telephone power and data cord (phone to wall cords only)
19	186 Television (except small mobile models with attached/built in handle or carrying case)
20	187 Television Antenna
21	188 Television distribution system/swapper
22	189 Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
23	190 Television peripheral cords (unless designed for use with devices that plug into the front of the set)
24	191 Thermostat Cable
25	192 Toaster
26	193 Toaster Oven
27	194 Towel Warmer
28	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

1	210	Ignition Cable for Gas Tube Signage
2	211	Hook-Up Wire (intended for permanent or long-term installation)
3	212	Telephone Switching Station Cable
4	213	Loop Detector Wire Used in Traffic Counting
5	214	Utility Cable and Wire (Power and Communications)
6	215	Signal Cable
7	216	Power/Control/Instrumentation/Signal Cable
8		Utility Cable and Wire (Power and Communications)
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EXHIBIT F  
(Examples of Products For Which Warnings May Be Given In Owner's Manual)

1	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	2	AC adaptor cords (when sold concurrently with equipment that also appears on this list)
3	3	Air Pumps
4	4	Power and patch cords for professional/commercial audio/video equipment used in field (when sold concurrently with the equipment)
5	5	Interconnection or patchcables for portable audio/video/computer components or peripheral devices (when sold concurrently with equipment that also appears on this list)
6	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	7	Power and interconnector cords for broadcast equipment used in field (when sold concurrently with the broadcast equipment)
8	8	Coffee warmer/urn (party-size)
9	9	Adapter and power cords for laptop and desktop computers/peripherals (when sold concurrently with computer or peripheral device)
10	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	11	Computer Mouse (when sold concurrently with equipment that also appears on this list)
12	12	Digital camera cords and cables (when sold concurrently with digital camera)
13	13	Portable DVD Player (e.g., with handles/carrying case)
14	14	Power and adaptor cords for portable electronic musical instruments and keyboards (when sold concurrently with the electronic musical instrument or keyboard)
15	15	Foot Massagers (wet)
16	16	Laptop Computer
17	17	Sandwich Maker
18	18	Telephone handset cord (handset-to-phone portion only where sold concurrently with telephone with programmable features)
19	19	Thermoelectric coolers
20	20	Travel Steamer
21	21	Vacuum cleaner, deep cleaner/extractor and/or carpet shampoo machine (both regular or retractable cord models)
22	22	Vaporizer
23	23	Video Camera power cords, adaptor cords (e.g., AC, auto), charger cords, connecting cables (when sold concurrently with video camera)
24	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



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15  
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17  
18 COUNTY OF SAN FRANCISCO

19 MATEEL ENVIRONMENTAL JUSTICE  
20 FOUNDATION,

CASE NO. 440165

21 Plaintiff,

22 vs.

23 WKI HOLDING COMPANY, INC., et al.,

24 Defendants.

*ei*  
25 ~~[PROPOSED]~~ ORDER APPROVING  
26 CONSENT JUDGMENT AS TO  
27 DEFENDANT AUDIO TECHNICA, US,  
28 INC.

Date: November 21, 2005  
Time: 9:30 a.m.  
Dept. No.: 301

29 Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on  
30 noticed motion on November 21, 2005. The court finds that:

31 1. The warnings and reformulation the Consent Judgment requires comply with the  
32 requirements of Proposition 65.

ENDORSED  
FILED  
San Francisco County Superior Court

NOV 21 2005

GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

2. The payments in lieu of civil penalties specified in the Consent Judgment are reasonable and conform to the criteria of Health & Safety Code § 25249.7(b)(2).

3. The attorneys fees awarded under the Consent Judgment are reasonable as are the rates awarded the attorneys.

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

IT IS SO ORDERED.

Dated: NOV 21 2005

**A. JAMES ROBERTSON, II**  
Judge of the Superior Court