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9 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12
13 MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION,

14 Plaintiff,

15 v.
16

17 SENCO PRODUCTS, INC., et al.

18 Defendant.
19

Case No. 436587

[PROPOSED] CONSENT JUDGMENT

ENDORSED
FILED
San Francisco County Superior Court

JUL 18 2006

GORDON PARK-LI, Clerk
BY: CYNTHIA S. HERBERT
Deputy Clerk

1 **1. INTRODUCTION**

2 1.1 On or about June 4, 2004, the Mateel Environmental Justice Foundation (“MEJF”)
3 and its attorneys, Klamath Environmental Law Center (“KELC”) sent a 60 Day Notice Letter to the
4 Office of the California Attorney General of the State of California (“California Attorney General”),
5 all California counties’ District Attorneys and all City Attorneys of California cities with populations
6 exceeding 750,000, (collectively, “Public Enforcers”), charging certain businesses with violating the
7 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code
8 Section 25249.5 et seq. (“Proposition 65”), in their manufacture, distribution and/or sale of wires and
9 cables coated with polyvinyl chloride (“PVC”). Specifically, MEJF charged that persons handling
10 the exterior PVC-coated wires and cables (“Cords”) were exposed to certain chemicals, listed under
11 Proposition 65, including cadmium, hexavalent compounds of chromium, vinyl chloride, lead and
12 lead compounds, lead acetate, lead phosphate, lead subacetate and di(2ethylhexyl) phthalate.

13 1.2 On or about November 23, 2004, MEJF (“Plaintiff”), acting on behalf of itself, the
14 public interest, and the general public for the matters described in the Notice Letter, filed a Complaint
15 for civil penalties and injunctive relief (“Complaint”) in the San Francisco Superior Court, fashioned,
16 *MATEEL ENVIRONMENTAL JUSTICE FOUNDATION v. SENCO PRODUCTS, INC., et al.*, Case
17 No. 436587, based on the Notice Letter. The Complaint alleged, among other things, that
18 CAMPBELL HAUSFELD/SCOTT FETZER COMPANY, (“Settling Defendant”) violated
19 Proposition 65 and California Business & Professions Code Section 17200 et seq. (the “Unfair
20 Competition Act”) by manufacturing, marketing and/or distributing to California residents products
21 that are themselves or which incorporate wires and cables that are PVC-coated and failing to provide
22 clear and reasonable warnings to California residents who handle and use such products that the
23 handling and use of those products in their normally intended manner will cause those persons to be
24 exposed to Proposition 65 Chemicals.

25 1.3 Plaintiff and Settling Defendant are, for purposes of this Consent Judgment,
26 collectively referred to as the “Parties,” with each of them a “Party”.

27 1.4 For purposes of this Consent Judgment, the term “Covered Products” means products
28 that are themselves, or that incorporate, utilize, or have appended to them, Cords, and that are

1 manufactured, distributed, marketed or sold by the Settling Defendant. The term Covered Products
2 includes both such products that are subject to the Warning Requirements of Section 7, and those that
3 are not, including those products that are exempted from the warning requirements of this Consent
4 Judgment pursuant to Sections 7.1 or 7.3. The term "Covered Products" also includes products
5 which are manufactured, distributed, marketed and/or sold by the Settling Defendant either under its
6 own name or brand or under the name or brand of another (e.g., privately labeled products).

7 1.5 For purposes of this Consent Judgment only, the Settling Defendant admits that: (a) it
8 is a business that employs more than ten persons and manufactures, distributes and/or sells Covered
9 Products into the State of California; (b) the Covered Products contain one or more Proposition 65
10 Chemicals; and (c) Proposition 65 Chemicals are chemicals listed under Proposition 65 as being
11 known to the State of California to cause cancer and/or reproductive toxicity.

12 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
13 jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction
14 over the Settling Defendant as to the acts alleged in the Complaints, that venue is proper in the
15 County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full
16 settlement and resolution of the allegations contained in the Complaints and Notice Letters and of all
17 claims which were or could have been raised by any person or entity based in whole or in part,
18 directly or indirectly, on the facts alleged therein, arising therefrom or related thereto.

19 1.7 The Parties enter into this Consent Judgment pursuant to a full and final settlement of
20 any and all claims between the Parties for the purpose of avoiding prolonged litigation. This Consent
21 Judgment shall not constitute an admission with respect to any material allegation of the Complaints,
22 each and every allegation of which the Settling Defendant denies; nor may this Consent Judgment or
23 compliance with it be used as evidence of any wrongdoing, misconduct, culpability or liability on the
24 part of any Settling Defendant. The Settling Defendant maintains that its Covered Products have at
25 all times complied with all applicable laws, including Proposition 65.

26 2. **SETTLEMENT PAYMENT**

27 2.1 In settlement of all of the claims referred to in this Consent Judgment against the
28 Settling Defendant:

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

13 2.2 MEJF and KELC represent and warrant that each of the organizations identified in
14 Paragraph 2.1(a)(ii) above is a tax exempt, section 501(c)(3) non-profit organization and that funds
15 distributed to these organizations pursuant to this Consent Judgment may only be spent to reduce
16 harm from toxic chemicals, or to increase consumer, worker and community awareness of health
17 hazards posed by lead and other toxic chemicals.

18 2.3 Except as specifically provided in this Consent Judgment, each side shall bear its own
19 costs and attorney's fees.

20 3. **ENTRY OF CONSENT JUDGMENT**

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

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

24 4.1 For purposes of Section 4 of this Consent Judgment, the term Settling Defendant shall
25 include the Settling Defendant, as defined above, and its divisions, subdivisions, brands, subsidiaries
26 and the predecessors, successors and assigns of any of them, as well as their past, present and future
27 officers, directors, and assigns. For purposes of Section 4, the term Settling Defendant shall also be
28 deemed to include the Settling Defendant's supplier of Covered Products, but only with respect to

1 those Covered Products that such supplier manufactures for the Settling Defendant. The preceding
2 sentence shall not apply with respect to a supplier who ships Covered Products directly to a consumer
3 at the request of the Settling Defendant, where a warning is provided to address the obligations of this
4 Consent Judgment solely pursuant to Section 7.5(e) below. A list delineating some, but not
5 necessarily all, of the names of the various business entities and brands or product types referred to in
6 this Paragraph and in existence on or before the date of this Consent Judgment is attached hereto as
7 Exhibit C.

8 4.2 As to Covered Products, this Consent Judgment is a final and binding resolution
9 between Plaintiff acting on behalf of itself and, (as to those matters referenced in the Notice Letters)
10 in the public interest pursuant to Health and Safety Code Section 25249.7(d) and the general public
11 pursuant to Business and Professions Code Section 17204 and the Settling Defendant of: (a) any
12 violation of Proposition 65; or, (b) with respect to exposures to the Proposition 65 Chemicals
13 associated with the use of Covered Products, the Unfair Competition Act; or (c) with respect to
14 exposures to the Proposition 65 Chemicals associated with the use of Covered Products, any other
15 statutory or common law claim, to the fullest extent that any such claims were or could have been
16 asserted by any person or entity against the Settling Defendant based on its or their exposure of
17 persons to chemicals contained in or otherwise associated with the use of Covered Products
18 manufactured, sold or distributed by, for or on behalf of the Settling Defendant and/or their alleged
19 failure to provide a clear and reasonable warning of such exposure to such individuals; or (d) as to
20 exposures to chemicals contained in or otherwise associated with the use of Covered Products, any
21 other claim based in whole or part on the facts alleged in the Complaints or Notice Letters, whether
22 based on actions or omissions committed by the Settling Defendant or any other entity within the
23 Settling Defendant's chain of distribution, including, but not limited to, customers, wholesale or retail
24 sellers or distributors and any other person in the course of doing business ("Downstream Entity").

25 4.3 As to any claims, violations (except violations of this Consent Judgment), actions,
26 damages, costs, penalties, or causes of action which may arise or have arisen after the original date of
27 entry of this Consent Judgment, compliance by the Settling Defendant with the terms of this Consent
28 Judgment shall be deemed to constitute its full and complete compliance with Proposition 65 and the

1 Unfair Competition Act with respect to the provision of warnings for chemicals contained in or
2 otherwise associated with the use of Covered Products, provided that the concentrations of those
3 chemicals other than lead are not increased on amount or otherwise remain materially similar to that
4 associated with the Covered Products with respect to Proposition 65 at the time this Consent
5 Judgment is entered.

6 4.4 Notwithstanding Sections 4.2 or 4.3 above, as to all customers, distributors,
7 wholesalers, retailers or any other Downstream Entity, except as otherwise indicated in Sections 4.5
8 and 4.6 below, which may in the course of doing business use, maintain, distribute, or sell Covered
9 Products which are manufactured, distributed or sold by the Settling Defendant (including Covered
10 Products which are privately labeled by the Settling Defendant for a Downstream Entity), Plaintiff
11 (acting on behalf of itself and, as to those matters raised in the Notice Letters, on behalf of the general
12 public) waives all rights to institute any form of legal action whether under Proposition 65 or the
13 Unfair Competition Act or otherwise, arising out of or resulting from or related directly or indirectly
14 to, in whole or in part, exposure to, or otherwise associated with the use of and alleged failure to warn
15 with respect to Proposition 65 Chemicals contained in Covered Products.

16 4.5 Nothing in this Consent Judgment shall be deemed to release, from past liability
17 under Proposition 65 or any other statute or regulation (except from liability for occupational
18 exposures under the circumstances set forth in Sections 4.6, 7.5 and 7.6 of this Consent Judgment),
19 any entity which incorporates Cords obtained from the Settling Defendant into a Covered Product the
20 entity manufactures or distributes for sale to retail consumers, unless such entity is itself a Settling
21 Defendant; nor shall any such entity which is not itself a Settling Defendant be entitled to utilize or
22 otherwise rely on the provisions of this Consent Judgment. Notwithstanding the preceding sentence,
23 however, compliance with the terms of Section 7 of this Consent Judgment by an entity that
24 incorporates Cords obtained from the Settling Defendant into a Covered Product it manufactures or
25 distributes for sale to retail consumers, shall be deemed to constitute compliance with Proposition 65
26 with respect to Covered Products it sells in the future.

27 4.6 Nothing in this Consent Judgment shall be deemed to require an out of state
28 manufacturer of Covered Products to provide a Proposition 65 warning for occupational exposures

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

7 4.7 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and
8 benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of
9 Section 1542 of the California Civil Code, which provides as follows:

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

16 Plaintiff understands and acknowledges that the significance and consequence of its waiver of
17 California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters raised
18 in the Notice Letters, any person or entity on whose behalf they purport to act or could act, suffers
19 future damages or harm arising out of, resulting from, or related directly or indirectly to, in whole or
20 in part, the matters covered in Sections 4.2, 4.3 and 4.4 above (“Damages”), Plaintiff and any person
21 or entity on whose behalf they purport to act or could act, will not be able to make any claim for such
22 Damages against the Settling Defendant or any of its customers, distributors, wholesalers, retailers, or
23 any other person in the course of doing business who may use, maintain, distribute or sell the
24 Covered Products. Furthermore, Plaintiff acknowledges that it intends these consequences for any
25 such Damages which may exist as of the date of this release but which Plaintiff does not know exist,
26 and which, if known, would materially affect its decision to enter into this Consent Judgment,
27 regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or
28 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

1 undertaken or statements made in the course of such legal actions to seek enforcement of this action
2 and judgment.

3 5. **ENFORCEMENT OF JUDGMENT**

4 5.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
5 hereto by means of noticed motion or order to show cause before the Superior Court of San Francisco
6 County.

7 6. **MODIFICATION OF JUDGMENT**

8 6.1 This Consent Judgment may be modified only upon written agreement of the Parties
9 and upon entry of a modified amended Consent Judgment by the Court, or upon motion of any Party
10 as provided by law and upon entry of a modified amended Consent Judgment by the Court.
11 Notwithstanding the immediately preceding sentence or any other term or provision of this Consent
12 Judgment, if Plaintiff or any affiliated entity, or the California Attorney General, enters into, or
13 agrees to in writing, or is otherwise bound by injunctive relief terms or provisions relating to the
14 provision of Proposition 65 warnings for Covered Products, with regard to their Cords, which, taken
15 together, are more favorable to the defendant(s) than the terms or provisions that this Consent
16 Judgment provide for a Covered Product of like kind and characteristics with respect to its
17 thermoset/thermoplastic-coated electrical cord and use, the terms of injunctive relief provided for in
18 Section 7 of this Consent Judgment shall automatically be deemed to have been modified to add such
19 more favorable terms or provisions as an option which the Settling Defendant may elect for
20 compliance with this Consent Judgment.

21 7. **INJUNCTIVE RELIEF**

22 7.1 Covered Products shall be deemed to comply with Proposition 65 and be exempt
23 from any Proposition 65 warning requirements if the Cords that are sold as a part of or in association
24 with those Covered Products meet the following criteria: (a) the surface contact layer of the Cords
25 shall have no lead as an intentionally added constituent; and (b) the surface contact layer of the Cords
26 shall have lead content by weight of no more than 0.03% (300 parts per million, or "300 ppm"). The
27 Settling Defendant may comply with the above requirements by relying on information obtained from
28 its suppliers regarding the content of the surface contact layer of the Cords, provided such reliance is

1 in good faith. Obtaining test results showing that the lead content is no more than 0.03%, using a
2 method of sufficient sensitivity to establish a limit of quantification (as distinguished from detection)
3 of less than 300 ppm shall be deemed to establish good faith reliance. Provided that the level of
4 quantitation requirement set forth in the preceding sentence is met, the test protocol and methods
5 described on Exhibit D hereto may be relied on. Nothing in the preceding two sentences shall
6 preclude a Settling Defendant from establishing good faith reliance by an alternative means.

7 7.2 Covered Products manufactured and shipped for distribution to or sale in California
8 on or after the Effective Date that do not meet the warning exemption standard set forth in
9 Section 7.1 of this Consent Judgment and are not exempt pursuant to Section 7.3 shall be
10 accompanied by a warning as described in Section 7.4 below. For purposes of this Section, one year
11 after the entry of this Consent Judgment shall be considered the “Effective Date.”

12 7.3 The following Covered Products are deemed to be exempt from any Proposition 65
13 warning requirements with respect to Cords: (a) Covered Products which because of their size,
14 weight or function have Cords that are handled only infrequently (such as upon their installation in a
15 setting where they are not typically plugged and unplugged) (“Infrequently Handled Products”);
16 (b) those Covered Products that: (i) are sold at retail before the Effective Date; or (ii) are distributed
17 or shipped for sale outside the State of California; (c) Covered Products that use Cords only as
18 internal components not normally accessible to the consumer during ordinary use; and/or (d) Covered
19 Products which contain the Proposition 65 Chemical only as part of the inner conductor or other
20 component not normally accessible to the consumer during ordinary use. Exhibit E contains a list of
21 Covered Products/Product types that are deemed to meet the criteria for Infrequently Handled
22 Products set forth in this Section 7.3 and are therefore exempt. Plaintiffs have previously provided
23 the California Attorney General’s Office and the Settling Defendant with a list of Covered
24 Products/Product types that are deemed not to meet the criteria for Infrequently Handled Products set
25 forth in this Section 7.3 and therefore are not exempt (“Non-Exempt Products List”). Exhibit E and
26 the Non-Exempt Products List may be used as guidance in determining whether other Covered
27 Products meet these criteria; Exhibit E and the Non-Exempt Products List may also be used by the
28 Parties in the course of dispute resolution pursuant to Section 9. The Parties acknowledge that

1 common usage of the terms “portable” and “non-portable” do not affect the classification of any
2 Covered Products under this Consent Judgment. Covered Products may be considered Infrequently
3 Handled Products regardless of their weight or the likelihood that they may be used while moving,
4 whether that be on a person, in a car, on an airplane or otherwise.

5 7.4 Should the Settling Defendant’s Covered Products require Proposition 65 warnings
6 under Section 7.2, the Settling Defendant shall, except as otherwise provided in Section 7.5 below,
7 either provide one of the warnings described below or any other Proposition 65 warning that has been
8 reviewed and approved in writing by the California Attorney General for use with Covered Products
9 regarding their thermoset/thermoplastic-coated wires and/or cables:

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

13 or

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

17 or

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

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

24 7.5 Unless otherwise indicated herein, the warning required or authorized in Sections 7.4
25 shall be given by having it: (a) affixed to the Covered Product itself or to the unit package of such
26 Covered Product; (b) printed on the Covered Product itself or on the unit package of such Covered
27 Product; (c) displayed on an internet site for those units of Covered Products sold on the internet;

28

1 (d) included in the owner’s manual if the conditions set forth in Section 7.9 below are satisfied
2 (“Owner’s Manual Warning”); or, (e) printed on the invoice issued directly to the consumer by the
3 Settling Defendant to confirm the sale, where the Settling Defendant sells Covered Products directly
4 to consumers by telephone, mail order, or internet sale, but never has physical possession of the
5 Covered Product or its packaging.

6 7.6 If the warning is printed on the product, package label, or invoice, then the warning
7 shall be contained in the same section of the label that contains other safety warnings, if any,
8 concerning the use of the Covered Product or near its displayed price and/or UPC code. Such
9 warning shall be prominently affixed to or printed on each such Covered Product, its label or package
10 or invoice, and displayed with such conspicuousness, as compared with other words, statements,
11 designs, or devices on such Covered Product, its label, package or display or invoice as to render it
12 likely to be read and understood by an ordinary individual under customary conditions of purchase or
13 use. With respect to the preceding sentence, the type size of any warning required by paragraph 7.4
14 must be legible, but otherwise need not be larger than any other warning language used in
15 conjunction with the Covered Product in question and its relative size may take into account the
16 nature, immediacy, and acuteness of the risks for which other warnings are given. If the size of a
17 Covered Product and its packaging is such that a warning required by this Consent Judgment cannot
18 physically be printed on its non-transparent portion in a legible size, the warning may be printed on a
19 separate piece of paper or cardstock and inserted into the Covered Product’s packaging, provided that
20 i) the cardstock or paper containing the warning is not white or uncolored and contains only the
21 warning language, and ii) a substantial portion of the exterior of the packaging material is
22 transparent.

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1 7.7 If a warning is provided on the internet pursuant to (c) above, the warning message
2 shall be displayed (or, upon the internet site user's identification as a California resident, such as
3 when the user types in a zip code, automatically appear) either: (a) on the same page on which the
4 Covered Product is displayed, (b) on the same page as the order form for the Covered Product, or (c)
5 on the same page as the price for the Covered Product.

6 7.8 If the warning is given in the owners manual pursuant to Section 7.9 below, it shall be
7 located in one of the following places in the manual: the outside of the front cover; the inside of the
8 front cover; the first page other than the cover; or the outside of the back cover. The warning shall be
9 printed or stamped in the manual or contained in a durable label or sticker affixed to the manual in a
10 font no smaller than the font used for other safety warnings in the manual. Alternatively, the warning
11 may be included in a safety warning section of the owner's manual consistent with specifications
12 issued by Underwriters Laboratories.

13 7.9 A warning in the owner's manual of a Covered Product may be used to satisfy the
14 warning requirements of this Section 7 only under the following circumstances: the Covered Product
15 (i) may cause serious injury or bodily harm (other than by means of fire or electrocution) unless used
16 as directed; or (ii) is sophisticated, difficult to understand or install, set-up, or assemble; or (iii) has
17 one or more features a consumer must read about in order to know how to program or use the
18 Covered Product. However, a Covered Product may not utilize an owner's manual warning if it
19 meets the following criteria: (a) the Covered Product is unlikely to cause serious injury or bodily
20 harm other than by means of fire or electrocution; (b) the Covered Product is easily assembled or
21 programmed by an ordinary consumer without need to reference instructions; and (c) fundamental
22 operation of the Covered Product is easily understood and commonly performed by an ordinary
23 consumer without training or need to reference operating instructions. Exhibit F contains a list of
24 Covered Products/product types for which Owner's Manual Warnings are deemed to be an allowable
25 method of communicating the warnings required by this Section 7. Plaintiffs have previously
26 provided the California Attorney General's Office and the Settling Defendant with a list of Covered
27 Products/product types for which Owner's Manual Warnings are deemed not to be an allowable
28 method of communicating the warnings required by this Section 7 (the "Non-Owner's Manual

1 Product List”). Exhibit F and the Non-Owner’s Manual Product List may be used as guidance in
2 determining whether the criteria for use of owner’s manual warnings set forth in this Section are
3 satisfied. Exhibit F and the Non-Owner’s Manual Products List may also be used by the Parties in
4 the course of dispute resolution pursuant to Section 9.

5 7.10 The Settling Defendant may provide an Owner’s Manual Warning on any Covered
6 Products/product types, except for those listed on the Non-Owner’s Manual Product List, that satisfy
7 the criteria in Section 7.9, whether or not that Covered Product or product type is listed on Exhibit F.
8 Settling Defendant shall provide to Plaintiff, by certified mail or other confirmable delivery, a list of
9 those Covered Products for which an Owner’s Manual Warning is proposed to be given. Plaintiff
10 shall, within 60 days, notify Settling Defendant as to whether Plaintiff agrees that an Owner’s Manual
11 Warning is appropriate. In the event that Plaintiff determines that an Owner’s Manual Warning is
12 not appropriate, it shall provide a written explanation of the basis therefore. In the event that the
13 Settling Defendant disagrees with Plaintiff’s determination the settling defendant may elect to invoke
14 the Dispute Resolution process provided for in Section 9 hereof. Products not existing as of the
15 Effective Date that are introduced for sale after January 1, 2006 may use an Owner’s Manual
16 Warning if approved in writing by the California Attorney General’s office, following 60 days prior
17 notice to Plaintiff.

18 7.11 The requirement for product labeling, set forth herein, is imposed pursuant to the
19 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive
20 method of providing a warning under Proposition 65 and its implementing regulations.

21 **8. ADDED INFREQUENTLY HANDLED PRODUCTS**

22 8.1 Exhibit E contains a list of Infrequently Handled Products that are deemed to meet
23 the criteria of Section 7.3(a) and, therefore, deemed to be exempt from Proposition 65 warning
24 requirements. The Products appearing on Exhibit E and the Non-Exempt Products List may be used
25 as guidance to interpret the criteria of Section 7.3(a). A Covered Product not appearing on the Non-
26 Exempt Products List, is exempt if it meets the criteria of Section 7.3(a) whether or not it appears on
27 Exhibit E.

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

12
13 9. **DISPUTE RESOLUTION**

14 9.1 Wherever this Consent Judgment provides that the Settling Defendant may invoke
15 the Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling
16 Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff, setting
17 forth the dispute and the basis for the Party's position. The Parties interested in the dispute shall then
18 meet and confer in good faith within sixty (60) days to determine whether the dispute may be
19 resolved in order to avoid further litigation of the issue, unless both Parties waive, in writing, notice
20 and the opportunity to meet and confer. In the event that Plaintiff fails to meet and confer within the
21 sixty (60) day period, the Settling Defendant's position shall be deemed to have prevailed. In the
22 event that, after meeting and conferring, Plaintiff disapproves or disagrees with a position taken by
23 the Settling Defendant, Plaintiff shall notify the Settling Defendant in writing, sent by an overnight
24 delivery service requiring a signature upon delivery, within 14 (fourteen) days of meeting and
25 conferring. Should the Plaintiff do so and should the Settling Defendant wish to pursue its position,
26 the Settling Defendant shall then seek to have the California Attorney General concur with the
27 Settling Defendant's position. If the California Attorney General concurs in writing with the Settling
28 Defendant, the Settling Defendant shall provide notice thereof to Plaintiff and the Settling

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

12 10. **TERMINATION**

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

19 11. **APPLICATION OF JUDGMENT**

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

24 12. **AUTHORITY TO STIPULATE**

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

28

1 13. **NOTICES**

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

6 14. **RETENTION OF JURISDICTION**

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

8 15. **ENTIRE AGREEMENT**

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

15 16. **GOVERNING LAW**

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

18 17. **COURT APPROVAL**

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

DATED: May 31, 2006

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

By: William Verick
William Verick

DATED: 5/23/06

CAMPBELL HAUSFELD

By: Gary Hausfeld

IT IS SO ORDERED.

DATED: JUL 18 2006

PETER J. BUSCH

JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT A
(Copy Of 60-Day Notice Letter)



June 4, 2004

KEN SEMELBERGER, PRESIDENT
CAMPBELL HAUSFELD/SCOTT FETZER COMPANY
28800 CLEMENS ROAD
WEST LAKE, OH 44145

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") hereby give you notice that your business is 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"). Your business markets products with, or that are themselves, Cords. Examples of the products that incorporate cords are those listed on 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 and smokers inhale those chemicals transferred from hands to cigarettes. 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 June 4, 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 your business.

Cordially,

A handwritten signature in black ink that reads "W. Verick".
William Verick

424 First Street, Eureka, CA 95501 • (707) 268-8900 (phone) (707) 268-8901 (fax)

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SERVICE LIST

EDWARD G. WEL
DEPUTY ATTORNEY GENERAL
OFFICE OF THE ATTORNEY
GENERAL
710 BOLD ST
OAKLAND CA 94612-3530

OFFICE OF THE CITY ATTORNEY
CITY OF OAKLAND
305 14TH ST 12TH FLOOR
OAKLAND, CA 94611

OFFICE OF THE CITY ATTORNEY
CITY OF SAN FRANCISCO
CITY HALL ROOM 280
400 VAN NESS
SAN FRANCISCO, CA 94102

OFFICE OF THE CITY ATTORNEY
CITY OF SACRAMENTO
700 F STREET 10th Floor
SACRAMENTO, CA 95814

OFFICE OF THE CITY ATTORNEY
CITY OF SAN JOSE
151 W. MISSION ST
SAN JOSE, CA 95114

OFFICE OF THE CITY ATTORNEY
CITY OF LOS ANGELES
305 N. MAIN ST
LOS ANGELES, CA 90011

OFFICE OF THE CITY ATTORNEY
CITY OF SAN DIEGO
301 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
MARLBOROUGH, CA 94110

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF AMADOR
191 COURT ST. SUITE 102
JACKSON, CA 95821

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF BUTTE
33 COUNTY CENTER DR.
CROCKER, CA 9593

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF CALAVERAS
GOVERNMENT CENTER
381 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95347

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF COLUSA
147 MARKET ST.
COLUSA, CA 95921

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
400 N ST. #171
CRESCENT CITY, CA 95531

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF EL DORADO
313 MAIN ST.
PLACERVILLE, CA 95447

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF FRESNO
1320 TULARE ST #1000
FRESNO, CA 93721

OFFICE OF THE DISTRICT
ATTORNEY COUNTY OF COLUSA
P.O. BOX 450
WILLOW, CA 95986

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF HUMBOLDT
885 7TH ST
TUBACCA, CA 95901

COUNTY OF IMPERIAL
COURTHOUSE, FLOOR 1
755 W. MAIN ST
EL CENTRO, CA 92540

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF INYO
P.O. DEWEER D.
INDEPENDENCE, CA 92316

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF KERN
1213 DUKUN AVEN. FLOOR 4
BANKSFIELD, CA 92011

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF KINGS
102 W. LACEY BLVD.
MANFORD, CA 92320

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF LAKE
254 N. PORTER ST # 424
LAUREL, CA 95313

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF LASSEN
COUNTY ADMINISTRATION
BUILDING
205 NEVADA ST.
SLAVENVILLE, CA 94130

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF LOS ANGELES
1800 CRIMINAL COURTS
BUILDING
310 W. TEMPLE ST.
LOS ANGELES, CA 90012

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MADRIDA
205 W. YONKERS AVE.
MADRIDA, CA 95307

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MARTIN
HALL OF JUSTICE #113
SAN RAFAEL, CA 94901

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MARIPOSA
P.O. BOX 746
MARIPOSA, CA 95341

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MENDOCINO
301 S. STATE ST.
UBAH, CA 95442

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MERCED
222 S. ST.
MERCED, CA 95240

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MODOC
P.O. BOX 177
ALTIPLAS, CA 96110

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MODOC
P.O. BOX 617
BRIDGEPORT, CA 95117

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MONTEREY
249 CHURCH ST.
P.O. BOX 180
SALINAS, CA 92062

COUNTY OF NAPA
531 HAWKWAY MALL
P.O. BOX 250
NAPA, CA 94558-0250

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ORANGE
790 CIVIC CENTER DR WEST #4-206
SANTA ANA, CA 92701

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF PLACER
1132 B AVE
AUBURN, CA 95603-2807

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF PLUMAS
P.O. BOX 10715
QUINCY, CA 95971

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SACRAMENTO
P.O. BOX 746
SACRAMENTO, CA 95804

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN BENITO
415 4TH ST.
HOLLISTER, CA 95023

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN BERNARDINO
258 MC VIEW AVE.
SAN BERNARDINO, CA 92415-0204

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN DIEGO
114 W. BROADWAY #1400
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN FRANCISCO
246 BRYANT ST #222
SAN FRANCISCO, CA 94103

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN JUAN
222 E. WILSON AVE #201
STOCKTON, CA 95205

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN LUIS OBISPO
COUNTY GOVERNMENT CENTER #400
SAN LUIS OBISPO, CA 95068

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN MATEO
HALL OF JUSTICE AND RECORDS
1254000 CITY, CA 94063

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA CLARA
70 W. HEDDING ST.
SARASOTA, 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
1225 COURT ST.
REDDING, CA 96001

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SIERRA
P.O. BOX 457
DOWNEYVILLE, CA 95876

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SISKIYOU
P.O. BOX 964
YREKA, CA 96097

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF SOLANO
400 UNION AVE
FAIRFIELD, CA 94503

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF SONOMA
600 ADMINISTRATION DR, #1121
SANTA ROSA, CA 95403

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF STANISLAUS
1100 1ST. #200
MOORESTOWN, CA 95134

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF BUTTE
1100 CIVIC CENTER BLVD. #A
YUBA CITY, CA 95993

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF YUBA
P.O. BOX 519
ROCKCRAFT, CA 95969

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF TRINITY
P.O. BOX 218
WEAVERVILLE, CA 95989

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF TULARE
COURTHOUSE BLDG
VISALIA, CA 93278

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF TULUMINE
2 S. GREEN ST.
SONOMA, CA 95070

VENTURA COUNTY DISTRICT
ATTORNEY'S OFFICE
400 GREGORY BEESE B.D.A.
454 MARKET ST. #205
VENTURA, CA 95091

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF YOLO
204 4TH ST
P.O. BOX 1247
WOODLAND, CA 95696

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF YUBA
214 5TH ST.
MAYSVILLE, CA 95901

KEN SEIBELBERGER
PRESIDENT
CAMPBELL MAURER DISCOTT
FITZER COMPANY
1820 CLAYBINE ROAD
WEST LAKE OH 44190

JUN 14 '84 11:51AM ST LEGAL DEPT

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3 **CERTIFICATE OF MERIT**

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

20 Dated: June 4, 2004

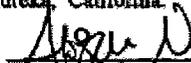
21 
22 William Verick

23 This notice alleges the violation of Proposition 65 with respect to occupational exposures
24 governed by the California State Plan for Occupational Safety and Health. The State Plan
25 incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997.
26 This approval specifically placed certain conditions on Proposition 65, including that it does not
27 apply to the conduct of manufacturers occurring outside the State of California. The approval
28 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.

29 **CERTIFICATE OF SERVICE**

30 I, Alison Nichols, declare:

31 If called, I could and would testify as follows: I am over eighteen. My business address
32 is 424 First Street, Eureka, California, 95501. On June 4, 2004, I caused the attached 60-DAY
33 NOTICE LETTER, or a letter identical in substance, to be served by U.S. Mail on those public
34 enforcement agencies listed on the attached SERVICE LIST; in addition on the same date and by
35 U.S. Mail I caused the attached 60-DAY NOTICE LETTER and PROPOSITION 65: A
36 SUMMARY to be sent by Certified U.S. Mail to the private business entities also listed on the
37 attached SERVICE LIST. I deposited copies of these documents in envelopes, postage pre-paid,
38 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 June 4, 2004, at Eureka, California.

39 
40 ALISON NICHOLS

41 JUN 14 04 11:51AM SF LEGAL DEPT

Appendix A

COMPANY NAME	EVIDENCE ON HAND
ABAC AMERICAN INC INC	Rigid Oil Lubricated Twin Stack Air Compressor #OL51035
ACTRON MANUFACTURING COMPANY	Actron LED Circuit Tester CP7847
ALLTRADE	Alltrade Air Plus 2 Gallon Air Compressor #540215 SKU:848990
BIG LOTS	TriQuest Model 2071 25ft. Handset Coiled Cord
BLITZZ TECHNOLOGY, INC.	Blitzz Wireless USB Adapter for Desktop & Notebook model:BWU613B
CAMPBELL HAUSFELD	CH Extreme Contractor Series 2 HP Air Compressor + 1 1/4" Brad Nailer Kit #FP210098AV
FAIF NORTH AMERICA, INC	POWERWASHER 1300 PSI MODEL: H100PLUS
GC WALDEN ELECTRONICS INC	GC Electronics 20ft Audio Extension Cable 30-1830
HITACHI	Hitachi 2 HP Twin Tank Air Compressor #EC 12
LKG INDUSTRIES INC	10ft Audio Extension Cable #38-179 Philmore Audio Cable RCA Plug-RCA Plug 12 ft Gold Plated No. CAG24 Philmore 8ft Stereo Cable 3.5 mm plugs No. PR5G Philmore MediaStar Stereo Cable 12 ft - 3.5mm Stereo Plugs No. 70-007
MIDWEST AIR TECHNOLOGIES	Craftsman 1.5 HP Max developed 2 gallon air compressor #915210 Task Force Air Compressor Oil Free Portable #83891
PLAID ENTERPRISES, INC.	Plaid Stencil Decor Stencil Cutter #34009
R & B INC.	Professional Conduct Tite Continuity Tester #85598 Conduct Tite Auto Wire Test & Strip Kit #84500 Conduct Tite Hi-La Voltage Tester #85589
RIDGE TOOL CO	Rigid Oil Lubricated Twin Stack Air Compressor #OL51035
RMM CORP.	PORTABLE AIR COMPRESSOR MODEL IF1099
S-B POWER TOOL CO. (BOSCH)	BOSCH 25 ft., 12 Gauge Contractor Grade Outdoor Extension Cord XC25
SENCO PRODUCTS	Senco FinishPro 18 Brad Nailer and Compressor Kit #PC0947
VANCO INTERNATIONAL	Audio Hook-Up Cable AG2W
VICTOR AUTOMOTIVE PRODUCTS	Victor Lighter Adapter Extension Cord V5103 10 foot 12V cord

p.5

JUN 14 04 11:52AM SF LEGAL DEPT

(1) An action is deemed to have been "commenced more than sixty days after the person has given notice" where more than sixty days have elapsed from the date of service of the notice, as that date would be calculated for service of a document pursuant to the provisions of Code of Civil Procedure Section 1013.

(2) Where the sixtieth day after giving notice is a day identified as a "holiday" as defined in Code of Civil Procedure Section 12a, then the "sixtieth day" shall be extended to the next day which is not a "holiday".

(3) Determination of the first and last day shall be made in accordance with Section 12 of the Code of Civil Procedure.

NOTE: Authority cited: Sections 25249.12, Health and Safety Code. Reference: Sections 25249.7, Health and Safety Code.

HISTORY

1. New section and Appendix A filed 4-22-97; operative 4-22-97 pursuant to Government Code section 11343.6(d) (Register 97, No. 17).
2. Amendment of section and Appendix A filed 1-7-2003; operative 2-4-2003 (Register 2003, No. 2).

Appendix A

**OFFICE OF ENVIRONMENTAL HEALTH
HAZARD ASSESSMENT
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
THE SAFE DRINKING WATER AND TOXIC
ENFORCEMENT ACT OF 1996
(PROPOSITION 65): A SUMMARY**

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1996 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 12000 through 14000.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Carcinogen" List: Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 725 chemical listings have been included as of November 16, 2001. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving those chemicals must comply with the following:

Clear and reasonable warnings: A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly state known facts about the chemical involved that is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water: A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities: All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees: Neither the warning requirements nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer: For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

Exposures that will produce no observable reproductive effect at 1,000 times the level of concern: For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water: The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,300 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

FOR FURTHER INFORMATION . . .

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900.
JUN 14 11 58 AM '04 DEPT. OF ENVIRONMENTAL HEALTH AND SAFETY

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EXHIBIT B
(Address For Notice Under Consent Judgment)

For Plaintiff, Mateel Environmental Justice Foundation

William Verick
Klamath Environmental Law Center
424 First Street
Eureka, CA 95501-0404
Telephone: (707) 268-8900
Facsimile: (707) 268-8901

For Defendant, Campbell Hausfeld:

Rebecca Biernat
Sedgwick, Detert, Moran & Arnold LLP
One Market Plaza, Stuart Tower, 8th Floor
San Francisco, CA 94105
Telephone: (415) 781-7900
Facsimile: (415) 781-2635

Patricia M. Scanlon, Esq
Steven L. Baden, Esq.
Campbell Hausfeld/The Scott Fetzer Company
28800 Clemens Road
Westlake, Ohio 44145-1197
Telephone: (440) 892-3000
Facsimile: (440) 892-3060

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EXHIBIT C
(Optional List of Certain Brand Names and Product Type)

WELDING PRODUCTS

- GENERATOR/WELDER
- FLUX CORE WELDER
- MIG/FLUX WELDER
- PLASMA CUTTER
- STICK WELDER

PAINTING PRODUCTS

- AIRLESS PAINT SPRAYER
- HAND HELD STAIN SPRAYER
- HVLP PAINT SPRAYER

PRESSURE WASHER & STEAMER PRODUCTS

- STEAM CLEANER
- ELECTRIC PRESSURE WASHER
- ELECTRIC PRESSURE WASHER/STEAMER

AIR COMPRESSOR PRODUCTS

- AIR COMPRESSORS

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2 EXHIBIT D
(Exemplar of Optional Testing Protocol)

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

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

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

11 Step 4. Prepare samples for laboratory analysis according to EPA Method
12 160.4 or 3050, making sure that all of each sample has been digested.

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

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

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

1	40	Compacktor
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	Convactor 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
6	132	NIC/Modem cables
7	133	Optical Cable/Stereo Optical Cords (unless designed to plug into front of system)
8	134	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
9	135	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
10	136	Ovens
11	137	Over-Range Microwave Ovens/Hoods
12	138	Paper shredder
13	139	Parrafin/wax Bath for Hands
14	140	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
15	141	Pencil sharpener
16	142	Personal Hygiene System and assoicated power cord
17	143	Pest Repeller
18	144	Pet Cage Dryers
19	145	Portable Dishwasher
20	146	Portable heater (only if designed for permanent installation)
21	147	Portable Washer
22	148	Postage meters
23	149	Postal scales
24	150	Potpourri heater
25	151	Power bases for charging wireless devices (if designed for long term installation)
26	152	Power tools (corded, cordless, stationary, or portable)
27	153	Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
28	154	Pressure Cooker
	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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169	Roaster Oven
170	Rope Lights (other than holiday string lights) if designed for permanent/long term installation
171	Satellite dish
172	Scales
173	Scanner antenna
174	Shavers - Cordless w/Corded Recharger Base only
175	Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
176	Smoke detector (internal wires or if designed for permanent/long term installation)
177	Speaker wire (designed for use with components designed for long term/permanent installation; speaker wire associated with portable equipment with attached handle or carrying case not excluded)
178	Stapler
179	Steam cooker
180	Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
181	Surge protector
182	Telecom Data Cable (installed)
183	Telecom Power Cable (installed)
184	Tele-Homecare System (power cords)
185	Telephone power and data cord (phone to wall cords only)
186	Television (except small mobile models with attached/built in handle or carrying case)
187	Television Antenna
188	Television distribution system/swapper
189	Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
190	Television peripheral cords (unless designed for use with devices that plug into the front of the set)
191	Thermostat Cable
192	Toaster
193	Toaster Oven
194	Towel Warmer
195	Transcriber and foot pedal and associated power and interconnecting cords
196	Underground Low-Energy Cable (exclusion applies to consumer uses only)
197	Vanity/lighted makeup mirror
198	VCR (unless portable with attached handle or carrying case)
199	Video mixer and switcher (if component of desktop system with no separate mice)
200	Video printer power cords/connecting cables (unless used with laptop)
201	Warming drawer
202	Washer/Dryer
203	Water distiller
204	Water filter units designed for permanent/long term installation
205	Water heater designed for permanent/long term installation
206	Water jet - Dental
207	Waxers - hair removal (corded base unit only)
208	Wine cellars
209	Diesel Locomotive and Motor Cable

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

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

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

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

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MATEEL ENVIRONMENTAL JUSTICE FOUNDATION
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

12
13 MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION,

CASE NO. 436587

14 Plaintiff,

~~[PROPOSED]~~ ORDER APPROVING
CONSENT JUDGMENT AS TO
DEFENDANT CAMPBELL HAUSFELD

15 vs.

16 SENCO PRODUCTS, INC., et al.,

Date: July 18, 2006

Time: 9:30 a.m.

Dept. No.: 301

17 Defendants.
18 _____/

19
20 Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on
noticed motion on July 18, 2006 The court finds that:

21 1. The warnings and reformulation the Consent Judgment requires comply with the
22 requirements of Proposition 65.
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ENDORSED
FILED
San Francisco County Superior Court

JUL 18 2006

GORDON PARK-LI, Clerk
BY: CYNTHIA S. HERBERT
Deputy Clerk

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

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

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

6 IT IS SO ORDERED.

7 **JUL 18 2006**
8 Dated: _____

PETER J. BUSCH

Judge of the Superior Court

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