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3 KLAMATH ENVIRONMENTAL LAW CENTER
424 First Street
Eureka, California 95501

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7 Attorneys for Plaintiff

ENDORSED
FILED
San Francisco County Superior Court

MAR 28 2006

ROBERTA PARK-LI, Clerk
PHILOMENA DIAS
Deputy Clerk

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

11 MATEEL ENVIRONMENTAL JUSTICE
12 FOUNDATION,

13 Plaintiff,

14 v.

15 WINNER INTERNATIONAL, INC., et al.

16 Defendant.

Case No. CGC-05-438414

~~PROPOSED~~ CONSENT JUDGMENT

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1 1. **INTRODUCTION**

2 1.1 On or about November 16, 2004 plaintiff MATEEL ENVIRONMENTAL JUSTICE
3 FOUNDATION ("Mateel"), provided a 60-day notice of violation ("Notice") to the California
4 Attorney General, the District Attorneys of every county in California, the City Attorneys of every
5 California city with a population greater than 750,000, and defendant Winner International, Inc.
6 ("Defendant"), alleging that Defendant, sells and has sold PVC coated locks, and lock and security
7 cables in California, and that those sales are in violation of certain provisions of the Safe Drinking
8 Water and Toxic Enforcement Act of 1986, Health and Safety Code sections 25249.5, et seq.
9 ("Proposition 65"), by knowingly and intentionally exposing persons to chemicals, including lead and
10 lead compounds, lead phosphate, lead acetate and lead subacetate, (collectively, "lead"), known to the
11 State of California to cause cancer and/or birth defects or other reproductive harm, without first
12 providing a clear and reasonable warning. Plaintiff Mateel and Defendant agree and stipulate that the
13 Notice applies to all items set forth in Exhibit "A" hereto.

14 1.2 On or about February 4, 2005, plaintiff Mateel, acting in the public interest pursuant to
15 Health and Safety Code section 25249.7(d) and on behalf of the general public pursuant to Business
16 and Professions Code section 17204 ("Plaintiff"), filed a Complaint for Civil Penalties and Injunctive
17 Relief in San Francisco County Superior Court, Case No. 317279 ("Complaint") against Defendant
18 based on the allegations contained in the Notice.

19 1.3 For purposes of this Consent Judgment, Mateel and Defendant stipulate that this Court
20 has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
21 over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of San
22 Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full and final
23 settlement and resolution of the allegations contained in the Complaint and of all claims which were
24 or could have been raised based on the facts alleged therein or arising therefrom.

25 1.4 Mateel and Defendant enter into this Consent Judgment pursuant to a full and final
26 settlement of disputed claims between the parties for the purpose of avoiding prolonged litigation.
27 This Consent Judgment shall not constitute an admission with respect to any allegation made in the
28 Notice or the Complaint, each and every allegation of which Defendant denies, nor may this Consent

1 Judgment or compliance with it be used as evidence of any wrongdoing, misconduct, culpability or
2 liability on the part of Defendant.

3
4 2. INJUNCTIVE RELIEF-REFORMULATION

5 2.1 After January 15, 2006, all PVC coated locks, and lock and security cables, including
6 but not limited to the products specifically described in Exhibit A (hereinafter collectively "Covered
7 Products"), ordered by or otherwise obtained by Defendant from its suppliers shall meet the
8 following criteria:

- 9 (a) The formulation of PVC used shall have no intentionally added lead.
10 (b) A representative sample of the bulk PVC used to manufacture the Covered
11 Products has been tested for lead content and shown lead content by weight of
12 less than 0.02%, or 200 parts per million ("ppm"), using a test method of
13 sufficient sensitivity to establish a limit of quantification (as distinguished
14 from detection) of less than 200 ppm.

15 2.2 Defendant may comply with the above requirements by relying on information
16 obtained from its suppliers of the products and PVC utilized therein provided such reliance is in good
17 faith.

18 3. MONETARY RELIEF

19 3.1 Upon entry of this Consent Judgment by the Court, Defendant shall make the
20 following payments on the following schedule:

21 Within 15 days of entry of this Consent Judgment, Winner shall pay \$10,000 (ten thousand
22 dollars) to the Klamath Environmental Law Center to cover a portion of Plaintiff's attorneys fees and
23 costs.

24 Within 45 days of entry of this Consent Judgment, Winner shall pay an additional \$10,000
25 (ten thousand dollars) to the Klamath Environmental Law Center to cover a portion of Plaintiff's
26 attorneys fees and costs.

27 Within 75 days of entry of this Consent Judgment, Winner shall pay an additional \$5,000
28 (five thousand dollars) to the Klamath Environmental Law Center to cover a portion of Plaintiff's

1 attorneys' fees and costs, and pay \$5,000 (five thousand dollars) to Californians for Alternatives to
2 Toxics.

3 Within 105 days of entry of this Consent Judgment, Defendant shall pay \$12,500 (twelve
4 thousand five hundred dollars) to the Ecological Rights Foundation.

5 Both the Ecological Rights Foundation and Californians for Alternatives to Toxics are
6 California non-profit organizations that advocates for workers' and consumers' safety and for
7 awareness and reduction of toxic exposures. The foregoing settlement payments shall be mailed to
8 the attention of William Verick, Esq., Klamath Environmental Law Center, 424 First Street, Eureka,
9 California 95501, who shall provide them to the respective organizations within fifteen (15) days of
10 receipt.

11 3.2 Except as specifically provided in this Consent Judgment, plaintiff and Defendant
12 shall bear their own costs and attorneys' fees.

13 4. ENFORCEMENT OF JUDGMENT/STIPULATED REMEDIES

14 4.1 The terms of this Consent Judgment are enforceable by and among the parties hereto
15 or, with respect to the injunctive relief provided for herein, by the California Attorney General.

16 5. MATTERS COVERED BY THIS CONSENT JUDGMENT

17 5.1 This Consent Judgment is a full, final and binding resolution between the Plaintiff
18 acting on behalf of itself and, (as to those matters referenced in the Notice Letters) in the public
19 interest pursuant to Health and Safety Code section 25249.7(d) and on behalf of the general public
20 pursuant to Business and Professions Code section 17204, and Defendant concerning any violation of
21 Proposition 65 and/or the Unfair Competition Act regarding any claims made or which could have
22 been made in the Notice and/or the Complaint, or any other statutory or common law claim that could
23 have been asserted against Defendant and/or its affiliates, parent or subsidiary corporations, divisions,
24 successors, officers, directors, assigns, distributors, retailers, and/or customers for failure to provide
25 clear, reasonable, and lawful warnings of exposure to lead contained in or otherwise associated with
26 Covered Products manufactured, sold or distributed by, for, or on behalf of, Defendant. Compliance
27 with the terms of this Consent Judgment resolves any issue, now and in the future, concerning
28 compliance by Defendant and/or its affiliates, parent or subsidiary corporations, divisions, successors,

1 officers, directors, assigns, distributors, retailers, and/or customers with the requirements of
2 Proposition 65 and the Unfair Competition Act with respect to lead contained in or otherwise
3 associated with Covered Products.

4 5.2 As to any claims, violations (except violations of this Consent Judgment), actions,
5 damages, costs, penalties or causes of action which may arise or have arisen after the original date of
6 entry of this consent judgment, compliance by Defendant with the terms of this consent judgment
7 shall be deemed to be full and complete compliance with Proposition 65 and the Unfair Competition
8 Act as to claims regarding exposure to lead in Covered Products.

9 5.3 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and benefits
10 which it now has, or in the future may have, conferred upon it with respect to the Covered Products
11 by virtue of the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

17 Plaintiff understands and acknowledges that the significance and consequence of this waiver of
18 California Civil Code Section 1542 is that even if Plaintiff suffers future damages arising out of or
19 resulting from, or related directly or indirectly to, in whole or in part, the Covered Products, they will
20 not be able to make any claim for those damages against Defendant, or its parent, subsidiaries or
21 affiliates, or any of its customers, distributors, wholesalers, retailers or any other person in the course
22 of doing business who may manufacture, use, maintain, distribute, market or sell the Covered
23 Products. Furthermore, Plaintiff acknowledges that it intends these consequences for any such claims
24 which may exist as of the date of this release but which Plaintiff does not know exist, and which, if
25 known, would materially affect its decision to enter into this Consent Judgment, regardless of
26 whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other
27 cause.

1 6. SERVICE ON THE CALIFORNIA ATTORNEY GENERAL

2 6.1 Plaintiff shall serve a copy of this Consent Judgment, signed by both parties, on the
3 California Attorney General on behalf of the Parties so that the California Attorney General may
4 review this Consent Judgment at least forty five (45) days prior to its submittal to the Court for
5 approval. As soon as is feasible following the forty-fifth (45th) day after the date on which the
6 California Attorney General has been served with the aforementioned copy of this Consent Judgment,
7 and in the absence of any written objection by the California Attorney General to the terms of this
8 Consent Judgment or written request by the California Attorney General for additional time, the
9 Parties shall then submit promptly this Consent Judgment to the Court for approval. Prior to
10 submittal to the Court for approval, Plaintiff shall attach a proof of service attesting that this Consent
11 Judgment has been served on the California Attorney General and the manner and date on which that
12 service was made.

13 7. APPLICATION OF JUDGMENT

14 7.1 The obligations of this Consent Judgment shall apply to and be binding upon any and
15 all plaintiffs, acting in the public interest pursuant to Health and Safety Code section 25249.7(d) and
16 on behalf of the general public pursuant to Business and Professions Code section 17204, and
17 Defendant and the successors or assigns of any of them.

18 8. MODIFICATION OF JUDGMENT

19 8.1 This Consent Judgment may be modified only upon written agreement of the parties
20 and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as
21 provided by law and upon entry of a modified Consent Judgment by the Court.

22 9. NOTICE

23 9.1 When any Party is entitled to receive any notice or report under this Consent
24 Judgment, the notice or report shall be sent by U.S. mail or overnight courier service to:

- 25 (a) For Mateel: William Verick, Esq.,
26 Klamath Environmental Law Center,
27 424 First Street, Eureka, California 95501; and
28

1 (b) For Winner International, Inc.: Winner International, Inc.
2 Attn: Karen Winner Hale
3 32 West State Street
4 Sharon, PA 16146

4 Winner International, Inc.
5 Jack V. Campbell, VP
6 32 West State Street
7 Sharon, PA 16146

7 9.2 Any Party may modify the person and address to whom notice is to be sent by sending
8 each other Party notice in accordance with this Paragraph.

9 10. AUTHORITY TO STIPULATE

10 10.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
11 the party he or she represents to enter into this Consent Judgment and to execute it on behalf of the
12 party represented and legally to bind that party.

13 11. RETENTION OF JURISDICTION

14 11.1 This Court shall retain jurisdiction over the matters covered herein and the
15 enforcement and/or application of this Consent Judgment.

16 12. ENTIRE AGREEMENT

17 12.1 This Consent Judgment contains the sole and entire, agreement and understanding of
18 the parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments and understandings related hereto. No representations, oral or otherwise,
20 express or implied, other than those contained herein have been made by any party hereto. No other
21 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
22 any of the parties.

23 13. GOVERNING LAW

24 13.1 The validity, construction and performance of this Consent Judgment shall be
25 governed by the laws of the State of California.

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1 14. COURT APPROVAL

2 14.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect,
3 and cannot be used in any proceeding for any purpose.
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5 IT IS SO STIPULATED:

6 DATED: 1/21/06

By: [Signature]
Its: CEO

Defendant Winner International, Inc.

11 DATED:

By: _____
Its: _____

Plaintiff, Matecl Environmental Justice Foundation

17 IT IS SO ORDERED, ADJUDGED AND DECREED:

19 Dated: MAR 28 2006

RONALD E. QUIDACHAY
JUDGE OF THE SUPERIOR COURT

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1 14. COURT APPROVAL

2 14.1 If this Consent Judgment is not approved by the Court, it shall be of no force or effect,
3 and cannot be used in any proceeding for any purpose.

4
5 IT IS SO STIPULATED:

6 DATED: By: _____

7 Its: _____

8 Defendant Winner International, Inc.

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11 DATED: By: *William Bach*

12 Its: _____

13 Plaintiff, Mateel Environmental Justice Foundation

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17 IT IS SO ORDERED, ADJUDGED AND DECREED:

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19 Dated: _____

20 JUDGE OF THE SUPERIOR COURT

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EXHIBIT A



Klamath

November 16, 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") give you notice that the private business on the attached service list has been, is, will be and threatens to be in violation of Cal. Health & Safety Code § 25249.6. Both this office and Mateel are private enforcers of Proposition 65, both may be contacted at the below listed address and telephone number, and I am a responsible individual at both Mateel and this office. The above referenced violations occur when California residents come into contact with locks, and/or lock or security cables, that are coated with polyvinyl chloride plastic ("PVC"). The PVC plastic used to coat these locks, and lock or security cables, contains lead and lead compounds ("lead"), chemicals known to cause cancer, birth defects and other reproductive harm. California residents are exposed to lead when they handle these PVC-coated locks, and/or lock or security cables. Lead in the PVC plastic is transferred from the plastic to their hands and to other parts of their skin. This lead is then absorbed through the skin, taken into cuts and abrasions, absorbed through mucous membranes, and transferred from the skin to the mouth via oral contact either directly with the plastic, from oral contact with the lead-contaminated skin, and when lead is transferred from contaminated skin to cigarettes and food and the contaminated cigarettes and food are smoked and/or eaten. These lead exposures thus occur via the dermal absorption, subcutaneous, mucus membrane, ingestion and inhalation routes. The listed business did not and does not provide people with clear and reasonable warnings before it exposes them to lead. These violations have occurred every day since at least November 16, 2000, and will continue every day until the lead is removed from PVC used to coat their locks, and lock or security cables or until clear and reasonable warnings are given. The above-referenced violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any locks or cables made outside of California, except as to workplaces your company itself maintains in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off your company's property and in each of California's 58 counties.

Cordially,

William Verick

424 First Street, Eureka, CA 95501 • 707.268.8900 (phone) 707.268.8901 (fax)

SERVICE LIST

EDWARD G. WEIL DEPUTY ATTORNEY GENERAL OFFICE OF THE ATTORNEY GENERAL P.O. BOX 70550 OAKLAND CA 94617-0550	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF GLENN P.O. BOX 430 WILLOWS, CA 95988	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEREY 240 CHURCH ST. P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SISKIYOU P.O. BOX 986 YREKA, CA 96097
OFFICE OF THE CITY ATTORNEY CITY OF OAKLAND 505 14TH ST 12TH FLOOR OAKLAND, CA 94612	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF HUMBOLDT 825 5TH ST. EUREKA, CA 95501	COUNTY OF NAPA 931 PARKWAY MALL P.O. BOX 720 NAPA, CA 94559-0720	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SOLANO 600 UNION AVE FAIRFIELD, CA 94533
OFFICE OF THE CITY ATTORNEY CITY OF SAN FRANCISCO CITY HALL ROOM 206 400 VAN NESS SAN FRANCISCO, CA 94102	COUNTY OF IMPERIAL COURTHOUSE, FLOOR 2 939 W. MAIN ST EL CENTRO, CA 92243	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF NEVADA COURTHOUSE ANNEX NEVADA CITY, CA 95959	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SONOMA 600 ADMINISTRATION DR. #212J SANTA ROSA, CA 95403
OFFICE OF THE CITY ATTORNEY CITY OF SACRAMENTO 980 9 th Street, 10 th Floor SACRAMENTO, CA 95814	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF INYO P.O. DRAWER D INDEPENDENCE, CA 93526	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 STANISLAUS 1100 I ST. #200 MODESTO, CA 95354
OFFICE OF THE CITY ATTORNEY CITY OF SAN JOSE 151 W. MISSION ST. SAN JOSE, CA 95110	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KERN 1215 TRUXTUN AVE. FLOOR 4 BAKERSFIELD, CA 93301	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLACER 11562 B AVE AUBURN, CA 95603-2687	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SUTTER 1160 CIVIC CENTER BLVD. #A YUBA CITY, CA 95993
OFFICE OF THE CITY ATTORNEY CITY OF LOS ANGELES 200 N. MAIN ST. LOS ANGELES, CA 90012	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KINGS 1400 W. LACEY BLVD. HANFORD, CA 93230	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLUMAS P.O. BOX 10716 QUINCY, CA 95971	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TEHAMA P.O. BOX 519 REDBLUFF, CA 96080
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 LAKE 225 N. FORBES ST # 424 LAKEPORT, CA 95453	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF RIVERSIDE 4075 MAIN ST. RIVERSIDE, CA 92501	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TRINITY P.O. BOX 310 WEAVERVILLE, CA 96093
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALAMEDA 225 FALLON ST. #9 OAKLAND, CA 94612	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LASSEN COUNTY ADMINISTRATION BUILDING 707 NEVADA ST. SUSANVILLE, CA 96130	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SACRAMENTO P.O. BOX 749 SACRAMENTO, CA 95804	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TULARE COURTHOUSE #224 VISALIA, CA 93291
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALPINE P.O. BOX 248 MARKLEEVILLE, CA 96120	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LOS ANGELES 18000 CRIMINAL COURTS BUILDING 210 W. TEMPLE ST. LOS ANGELES, CA 90012	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BENITO 419 4TH ST HOLLISTER, CA 95023	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TUOLUMNE 2 S. GREEN ST. SONORA, CA 95370
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF AMADOR 108 COURT ST. SUITE 202 JACKSON, CA 95642	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MADERA 209 W. YOSEMITE AVE. MADERA, CA 93637	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BERNARDINO 316 MT. VIEW AVE. SAN BERNARDINO, CA 92415-0004	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 BUTTE 25 COUNTY CENTER DR. OROVILLE, CA 95965	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIN HALL OF JUSTICE #183 SAN RAFAEL, CA 94903	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN FRANCISCO 850 BRYANT ST #322 SAN FRANCISCO, CA 94103	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 CALAVERAS GOVERNMENT CENTER 891 MOUNTAIN RANCH ROAD SAN ANDREAS, CA 95249	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA P.O. BOX 748 MARIPOSA, CA 95338	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN JOAQUIN 222 E. WEBER AVE #202 STOCKTON, CA 95202	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, CA 95901
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF COLUSA 547 MARKET ST. COLUSA, CA 95932	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MENDOCINO 301 S. STATE ST. UKIAH, CA 95482	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN LUIS OBISPO COUNTY GOVERNMENT CENTER #450 SAN LUIS OBISPO, CA 93408	James E. Winner, Jr., CEO Winner International Corp. 32 W. State Street Sharon, PA 16146-1396
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CONTRA COSTA P.O. BOX 670 MARTINEZ, CA 94553	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MERCED 2222 M ST. MERCED, CA 95340	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 DEL NORTE 450 H ST #171 CRESCENT CITY, CA 95531	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MODOC P.O. BOX 1171 ALTURAS, CA 9610	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF EL DORADO 515 MAIN ST. PLACERVILLE, CA 95667	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO P.O. BOX 617 BRIDGEPORT, CA 93517	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF FRESNO 2720 THE AVE ST #1000 FRESNO, CA 93721	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 DOWNEVILLE, CA 95936	

CERTIFICATE OF MERIT

I, Fredric Evenson, 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: November 16, 2004

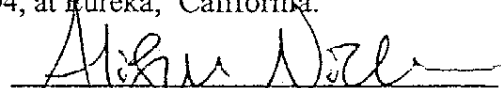

Fredric Evenson

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, Alison Nichols, 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 November 16, 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 November 16, 2004, at Eureka, California.


ALISON NICHOLS