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ENDORSED  
FILED  
San Francisco County Superior Court

JUL 21 2006

GORDON PARK-LI, Clerk  
BY: PHILOMENA DIAS  
Deputy Clerk

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

10  
11 MATEEL ENVIRONMENTAL JUSTICE  
12 FOUNDATION,

13 Plaintiff,

14 v.

15 THE BOMBAY COMPANY, INC., et al.

16 Defendants.

No. CGC-05-440164

[PROPOSED] CONSENT JUDGMENT  
(DARICE, INC.)

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  
4 (“Cord Notice Letter,” and exemplar of which is attached as Exhibit A) to Darice, Inc., other  
5 businesses, the Office of the California Attorney General of the State of California (“California  
6 Attorney General”), all California counties’ District Attorneys and all City Attorneys of California  
7 cities with populations exceeding 750,000, (collectively, “Public Enforcers”), charging such  
8 businesses with violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
9 Health and Safety Code Section 25249.5 et seq. (“Proposition 65”), in their manufacture,  
10 distribution and/or sale of wires, cables and/or cords coated with thermoset/thermoplastic polyvinyl  
11 chloride (“PVC”). Specifically, MEJF charged that persons handling the PVC-coated wires, cables  
12 and/or cords were exposed to certain chemicals, listed under Proposition 65, including cadmium,  
13 hexavalent compounds of chromium, vinyl chloride, lead and lead compounds, lead acetate, lead  
14 phosphate, lead subacetate and di(2ethylhexyl) phthalate.

15            1.2        Also on or about June 4, 2004, MEJF and KELC sent a 60 Day Notice Letter (“Tool  
16 Notice Letter,” an exemplar of which is attached as Exhibit B) to Darice, Inc., other businesses, the  
17 California Attorney General and the Public Enforcers, charging such businesses with violating  
18 Proposition 65 in their manufacture, distribution and/or sale of hand tools the handles of which were  
19 coated with PVC. Specifically, MEJF charged that persons handling the PVC-coated tool handles  
20 were exposed to lead and lead compounds which are listed under Proposition 65.

21            1.3        On April 6, 2005, MEJF (“Plaintiff”), acting on behalf of itself, the public interest,  
22 and the general public for the matters described in the Notice Letter, filed a Complaint for civil  
23 penalties and injunctive relief (“Complaint”) in the San Francisco Superior Court, fashioned *Mateel*  
24 *Environmental Justice Foundation v. The Bombay Company, Inc., et al.* Case No. CGC-05-440164,  
25 based on the Cord Notice Letters. The Complaint alleged, among other things, that Darice, Inc.  
26 (hereinafter “Settling Defendant”) violated Proposition 65 by manufacturing, marketing and/or  
27 distributing to California residents products that are themselves or which incorporate wires, cables  
28 and/or cords that are PVC-coated, and failing to provide clear and reasonable warnings to California

1 residents who handle and use such products that the handling and use of those products in their  
2 normally intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

3 1.4 On or about July 5, 2005, Settling Defendant filed a timely Answer to Plaintiff's  
4 Complaint, denying the claims and allegations and asserting affirmative defenses.

5 1.5 Plaintiff and Settling Defendant are, for purposes of this Consent Judgment,  
6 collectively referred to as the "Parties," with each of them a "Party" to this Consent Judgment.

7 1.6 For purposes of this Consent Judgment, the term "Covered Products" means  
8 products that are themselves, or that incorporate, utilize, or have appended to them, wires, cables  
9 and/or cords that are PVC-coated ("Cord Products"), as well as hand tools and craft kits containing  
10 hand tools that have handles or surfaces that are PVC-coated ("Tool Products"), and that are  
11 manufactured, distributed, marketed or sold by the Settling Defendant. The term "Covered  
12 Products" includes both such products that are subject to the Warning Requirements of Section 7,  
13 and those that are not, including those products that are exempted from the warning requirements of  
14 this Consent Judgment pursuant to Sections 7.1 or 7.3. The term "Covered Products" also includes  
15 products which are manufactured, distributed, marketed and/or sold by the Settling Defendant either  
16 under its own name or brand or under the name or brand of another (*e.g.*, privately labeled  
17 products).

18 1.7 For purposes of this Consent Judgment only, the Settling Defendant admits that: (a)  
19 it is a business that employs more than ten persons and manufactures, distributes and/or sells  
20 Covered Products into the State of California; (b) the Covered Products contain one or more  
21 Proposition 65 Chemicals; and (c) Proposition 65 Chemicals are chemicals listed under  
22 Proposition 65 as being known to the State of California to cause cancer and/or reproductive  
23 toxicity.

24 1.8 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
25 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
26 over the Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the  
27 County of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment as a  
28 full settlement and resolution of the allegations contained in the Complaint and Notice Letter, and

1 of all claims which were or could have been raised by any person or entity based in whole or in part,  
2 directly or indirectly, on the facts alleged therein, arising therefrom or related thereto.

3 1.9 The Parties enter into this Consent Judgment pursuant to a full and final settlement  
4 of any and all claims between the Parties for the purpose of avoiding prolonged litigation. This  
5 Consent Judgment shall not constitute an admission with respect to any material allegation of the  
6 Complaint or Notice Letter, each and every allegation of which the Settling Defendant denies; nor  
7 may this Consent Judgment or compliance with it be used as evidence of any wrongdoing,  
8 misconduct, culpability or liability on the part of any Settling Defendant. The Settling Defendant  
9 maintains that its Covered Products have at all times complied with all applicable laws, including  
10 Proposition 65.

11 2. **SETTLEMENT PAYMENT**

12 2.1 In settlement of all of the claims referred to in this Consent Judgment against the  
13 Settling Defendant:

14 (a) The Settling Defendant shall pay, within ten (10) days of entry of this Consent  
15 Judgment, settlement payments totaling \$30,000 (thirty thousand dollars). The settlement payments  
16 required by the preceding sentence shall be made payable as follows: (i) \$17,500 (seventeen  
17 thousand five hundred dollars) shall be paid to KELC for attorneys fees and costs incurred by  
18 KELC on behalf of Plaintiff in investigating this matter and negotiating this Consent Judgment on  
19 behalf of itself and the general public, (ii) \$6,250 (six thousand two hundred and fifty dollars) shall  
20 be made payable to the Ecological Rights Foundation; and (iii) \$6,250 (six thousand two hundred  
21 and fifty dollars) shall be made payable to the Golden Gate University School of Law  
22 Environmental Litigation Clinic.

23 2.2 MEJF and KELC represent and warrant that each of the organizations identified in  
24 Paragraph 2.1(a)(ii) above is a tax exempt, section 501(c)(3) non-profit organization and that funds  
25 distributed to these organizations pursuant to this Consent Judgment will only be spent on programs  
26 to reduce harm from toxic chemicals, or to increase consumer, worker and community awareness of  
27 health hazards posed by lead and other toxic chemicals.  
28

1           2.3     Except as specifically provided in this Consent Judgment, each Party shall bear its  
2 own costs and attorney's fees.

3           3.       **ENTRY OF CONSENT JUDGMENT**

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

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

7           4.1     For purposes of Section 4 of this Consent Judgment, the term Settling Defendant  
8 shall include the Settling Defendant, as defined above, and its past, present and future parents,  
9 divisions, subdivisions, brands, subsidiaries and affiliates, including but not limited to Settling  
10 Defendant subsidiary Lamrite West, Inc., and the predecessors, successors and assigns of any of  
11 them, as well as their past, present and future officers, directors, employees, agents, attorneys,  
12 representatives, shareholders and assigns. For purposes of Section 4, the term Settling Defendant  
13 shall also be deemed to include each and every distributor, wholesaler, retailer, dealer, customer,  
14 licensor and licensee of the Settling Defendant's Covered Products ("Downstream Entity"); and to  
15 each and every supplier of Covered Products to Settling Defendant, but only with respect to those  
16 Covered Products that are supplied to the Settling Defendant ("Upstream Supplier"). The preceding  
17 sentence shall not apply with respect to any Upstream Supplier who ships Covered Products directly  
18 to a consumer at the request of the Settling Defendant, where a warning is provided to address the  
19 obligations of this Consent Judgment solely pursuant to Section 7.7(e) below.

20           4.2     As to Covered Products, this Consent Judgment is a full, final and binding release,  
21 covenant not to sue and resolution by and between Plaintiff, acting on behalf of itself and (as to  
22 those matters referenced in the Complaint and Notice Letters) in the public interest, pursuant to  
23 Health and Safety Code Section 25249.7(d), and the Settling Defendant of: (a) any and all alleged  
24 violations of Proposition 65; (b) with respect to alleged exposures to the Proposition 65 Chemicals  
25 associated with the use of Covered Products, any other statutory or common law claim, to the fullest  
26 extent that any such claims were or could have been asserted by any person or entity against the  
27 Settling Defendant based on its or their exposure of persons to chemicals contained in or otherwise  
28 associated with the use of Covered Products manufactured, sold or distributed by, for or on behalf

1 of the Settling Defendant and/or their alleged failure to provide a clear and reasonable warning of  
2 such exposure to such individuals; and/or (c) as to alleged exposures to chemicals contained in or  
3 otherwise associated with the use of Covered Products, any other claim based in whole or part on  
4 the facts alleged in the Complaint or Notice Letters, whether based on actions or omissions  
5 committed by the Settling Defendant or any other entity within the Settling Defendant's chain of  
6 distribution, including, but not limited to, each Downstream Entity, each Upstream Supplier (with  
7 respect only to products supplied to Settling Defendant), and any other person or entity distributing  
8 Settling Defendant's Covered Products in the course of doing business.

9       4.3     As to any claims, violations (except violations of this Consent Judgment), actions,  
10 damages, costs, penalties, or causes of action which may arise or have arisen after the date of entry  
11 of this Consent Judgment, compliance by the Settling Defendant with the terms of this Consent  
12 Judgment shall be deemed to constitute its full and complete compliance with Proposition 65 with  
13 respect to the provision of warnings for chemicals contained in or otherwise associated with the use  
14 of Covered Products, provided that the concentrations of those chemicals other than lead are  
15 materially similar to that associated with the Covered Products with respect to Proposition 65 at the  
16 time this Consent Judgment is entered.

17       4.4     Notwithstanding Sections 4.2 or 4.3 above, as to all customers, distributors,  
18 wholesalers, retailers or any other Downstream Entity, or any Upstream Supplier (with respect only  
19 to products supplied to Settling Defendant), except as otherwise indicated in Sections 4.5 and 4.6  
20 below, which may in the course of doing business use, maintain, distribute, or sell Covered Products  
21 which are manufactured, imported, distributed or sold by the Settling Defendant (including Covered  
22 Products which are privately labeled by the Settling Defendant for a Downstream Entity), Plaintiff  
23 (acting on behalf of itself and, as to those matters raised in the Notice Letters, on behalf of the  
24 general public) waives all rights to institute any form of legal action whether under Proposition 65  
25 or otherwise, arising out of or resulting from or related directly or indirectly to, in whole or in part,  
26 exposure to, or otherwise associated with the use of and alleged failure to warn with respect to  
27 Proposition 65 Chemicals contained in Covered Products.  
28

1           4.5     Nothing in this Consent Judgment shall be deemed to release, from past liability  
2 under Proposition 65 or any other statute or regulation (except from liability for occupational  
3 exposures under the circumstances set forth in Sections 4.6, 7.5 and 7.6 of this Consent Judgment),  
4 any entity which incorporates Cords obtained from the Settling Defendant into a Covered Product  
5 the entity manufactures or distributes for sale to retail consumers, unless such entity is itself a  
6 Settling Defendant; nor shall any such entity which is not itself a Settling Defendant be entitled to  
7 utilize or otherwise rely on the provisions and processes set forth in Sections 5.2, 7.12, 8 or 9 of this  
8 Consent Judgment. Notwithstanding the preceding sentence, however, compliance with the terms  
9 of Section 7 of this Consent Judgment by an entity that incorporates Cords obtained from the  
10 Settling Defendant into a Covered Product it manufactures or distributes for sale to retail  
11 consumers, shall be deemed to constitute compliance with Proposition 65 with respect to Covered  
12 Products it distributed after entry of this Consent Judgment.

13           4.6     Nothing in this Consent Judgment shall be deemed to require an out of state  
14 manufacturer of Covered Products to provide a Proposition 65 warning for occupational exposures  
15 occurring within the State of California. Nothing in this Consent Judgment will be deemed to  
16 release a California employer from liability for failure to comply with its obligations, if any, to  
17 provide warnings under Proposition 65 for the exposures of its employees to chemicals contained in  
18 or otherwise associated with Non-Retail Covered Products unless such employer makes Proposition  
19 65 warning information available to its employees in the manner specified in Section 7.6 below or  
20 as otherwise permitted by 8 Cal. Code Regs. § 5194.

21           4.7     In furtherance of the foregoing, Plaintiff hereby waives any and all rights and  
22 benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of  
23 Section 1542 of the California Civil Code, which provides as follows:

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

1 Plaintiff understands and acknowledges that the significance and consequence of its waiver of  
2 California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters raised  
3 in the Notice Letters, any person or entity on whose behalf they purport to act or could act, suffers  
4 future damages or harm arising out of, resulting from, or related directly or indirectly to, in whole or  
5 in part, the matters covered in Sections 4.2, 4.3 and 4.4 above (“Damages”), Plaintiff and any  
6 person or entity on whose behalf they purport to act or could act, will not be able to make any claim  
7 for such Damages against the Settling Defendant or any of its customers, distributors, wholesalers,  
8 retailers, or any other person in the course of doing business who may use, maintain, distribute or  
9 sell the Covered Products. Furthermore, Plaintiff acknowledges that it intends these consequences  
10 for any such Damages which may exist as of the date of this release but which Plaintiff does not  
11 know exist, and which, if known, would materially affect its decision to enter into this Consent  
12 Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error,  
13 negligence, or any other cause, no matter how justifiable such cause may be.

14           4.8     The Settling Defendant waives all rights to institute any form of legal action against  
15 Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal actions  
16 undertaken or statements made in the course of such legal actions to seek enforcement of this action  
17 and judgment.

18     **5.     ENFORCEMENT OF JUDGMENT**

19           5.1     The terms of this Consent Judgment shall be enforced exclusively by the Parties  
20 hereto by means of noticed motion or order to show cause before the Superior Court of San  
21 Francisco County.

22     **6.     MODIFICATION OF JUDGMENT**

23           6.1     This Consent Judgment may be modified only upon written agreement of the Parties  
24 and upon entry of a modified amended Consent Judgment by the Court, or upon motion of any  
25 Party as provided by law and upon entry of a modified amended Consent Judgment by the Court.  
26 Notwithstanding the immediately preceding sentence or any other term or provision of this Consent  
27 Judgment, if Plaintiff or any affiliated entity, or the California Attorney General, enters into, or  
28 agrees to in writing, or is otherwise bound by injunctive relief terms or provisions relating to the

1 provision of Proposition 65 warnings for Covered Products, with regard to lead and/or other noticed  
2 chemicals contained in their PVC coatings, which, taken together, are more favorable to the  
3 defendant(s) than the terms or provisions that this Consent Judgment provide for a Covered Product  
4 of like kind and characteristics with respect to its thermoset/thermoplastic-coated electrical cord and  
5 use, the terms of injunctive relief provided for in Section 7 of this Consent Judgment shall  
6 automatically be deemed to have been modified to add such more favorable terms or provisions as  
7 an option which the Settling Defendant may elect for compliance with this Consent Judgment.

8 **7. INJUNCTIVE RELIEF**

9 7.1 Within ninety (90) days after entry of this Consent Agreement, Settling Defendant  
10 shall cease sales in California of Tool Products with PVC coated handles unless the Tool Products  
11 meet the following criteria: (a) the formulation of the PVC coating shall have no lead as an  
12 intentionally added constituent, and (b) a representative sample of the bulk PVC used for the PVC  
13 coating has been tested for lead content and shown lead content by weight of less than 0.02%, or  
14 200 parts per million ("ppm"), using a test method of sufficient sensitivity to establish a limit of  
15 quantification (as distinguished from detection) of less than 200 ppm.

16 7.2 Settling Defendant may comply with the requirements specified in Section 7.1(a)-  
17 (b), above, by relying on information obtained from its suppliers of Tool Products provided such  
18 reliance is in good faith.

19 7.3 Cord Products shall be deemed to comply with Proposition 65 and be exempt from  
20 any Proposition 65 warning requirements if the wires, cables and/or cords that are sold as a part of  
21 or in association with those Cord Products meet the following criteria: (a) the surface contact layer  
22 of the wires, cables and/or cords shall have no lead as an intentionally added constituent; and (b) the  
23 surface contact layer of the wires, cables and/or cords shall have lead content by weight of no more  
24 than 0.03% (300 parts per million, or "300 ppm").

25 7.4 The Settling Defendant may comply with the above requirements by relying on  
26 information obtained from its suppliers regarding the content of the surface contact layer of the  
27 Cords, provided such reliance is in good faith. Obtaining test results showing that the lead content  
28 is no more than 0.03%, using a method of sufficient sensitivity to establish a limit of quantification

1 (as distinguished from detection) of less than 300 ppm shall be deemed to establish good faith  
2 reliance. Nothing in the preceding sentence shall preclude a Settling Defendant from establishing  
3 good faith reliance by an alternative means.

4           7.5     Cord Products manufactured and shipped for distribution to or sale in California on  
5 or after the Effective Date that do not meet the warning exemption standard set forth in Section 7.3  
6 of this Consent Judgment and are not exempt pursuant to Section 7.6 shall be accompanied by a  
7 warning as described in Section 7.7 below. For purposes of this Section, one year after the entry of  
8 this Consent Judgment shall be considered the “Effective Date.”

9           7.6     The following Cord Products are deemed to be exempt from any Proposition 65  
10 warning requirements with respect to the PVC coatings: (a) Cord Products which because of their  
11 size, weight or function have PVC coatings that are handled only infrequently (such as cords that  
12 are, upon their installation, in a setting where they are not typically plugged and unplugged)  
13 (“Infrequently Handled Products”); (b) those Cord Products that: (i) are manufactured before the  
14 Effective Date; or (ii) are distributed or shipped for sale outside the State of California; (c) Cord  
15 Products that use PVC coatings only as internal components not normally accessible to the  
16 consumer during ordinary use; and/or (d) Cord Products which contain the Proposition 65 Chemical  
17 only as part of the inner conductor or other component not normally accessible to the consumer  
18 during ordinary use. Exhibit D contains a list of Cord Products/Product types that are deemed to  
19 meet the criteria for Infrequently Handled Products set forth in this Section 7.7 and are therefore  
20 exempt. Plaintiffs have previously provided the California Attorney General’s Office and the  
21 Settling Defendant with a list of Cord Products/Product types that are deemed not to meet the  
22 criteria for Infrequently Handled Products set forth in this Section 7.7 and therefore are not exempt  
23 (“Non-Exempt Products List”). Exhibit D and the Non-Exempt Products List may be used as  
24 guidance in determining whether other Cord Products should be added to the list in Exhibit D  
25 pursuant to the provisions of Section 8 or meet these criteria without having been added to Exhibit  
26 D; Exhibit D and the Non-Exempt Products List may also be used by the Parties in the course of  
27 dispute resolution pursuant to Section 9. The Parties acknowledge that common usage of the terms  
28 “portable” and “non-portable” do not affect the classification of any Cord Products under this

1 Consent Judgment. Cord Products may be considered Infrequently Handled Products regardless of  
2 their weight or the likelihood that they may be used while moving, whether that be on a person, in a  
3 car, on an airplane or otherwise.

4 7.7 Should the Settling Defendant's Cord Products require Proposition 65 warnings  
5 under Section 7.4, the Settling Defendant shall, except as otherwise provided in Section 7.10-13  
6 below, either provide one of the warnings described below or any other Proposition 65 warning that  
7 has been reviewed and approved in writing by the California Attorney General for use with Cord  
8 Products regarding their thermoset/thermoplastic-coated wires, cables and/or cords:

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

12 or

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

17 or

18 "WARNING: The power cord on this product contains lead, a  
19 chemical known to the State of California to cause [cancer, and] birth  
20 defects or other reproductive harm. *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"  
23 in the above warning shall be at the Settling Defendant's option.

24 7.8 Unless otherwise indicated herein, the warning required or authorized in Sections 7.7  
25 shall be given by having it: (a) affixed to the Cord Product itself or to the unit package of such Cord  
26 Product; (b) printed on the Cord Product itself or on the unit package of such Cord Product;  
27 (c) displayed on an internet site for those units of Cord Products sold on the internet; (d) included in  
28 the owner's manual if the conditions set forth in Section 7.10 below are satisfied ("Owner's Manual  
Warning"); or, (e) printed on the invoice issued directly to the consumer by the Settling Defendant  
to confirm the sale, where the Settling Defendant sells Cord Products directly to consumers by

1 telephone, mail order, or internet sale, but never has physical possession of the Cord Product or its  
2 packaging.

3           7.9     If the warning is printed on the product, package label, or invoice, then the warning  
4 shall be contained in the same section of the label that contains other safety warnings, if any,  
5 concerning the use of the Cord Product or near its displayed price and/or UPC code. Such warning  
6 shall be prominently affixed to or printed on each such Cord Product, its label or package or  
7 invoice, and displayed with such conspicuousness, as compared with other words, statements,  
8 designs, or devices on such Cord Product, its label, package or display or invoice as to render it  
9 likely to be read and understood by an ordinary individual under customary conditions of purchase  
10 or use. With respect to the preceding sentence, the type size of any warning required by paragraph  
11 7.4 must be legible, but otherwise need not be larger than any other warning language used in  
12 conjunction with the Cord Product in question and its relative size may take into account the nature,  
13 immediacy, and acuteness of the risks for which other warnings are given. If the size of a Cord  
14 Product and its packaging is such that a warning required by this Consent Judgment cannot  
15 physically be printed on its non-transparent portion in a legible size, the warning may be printed on  
16 a separate piece of paper or cardstock and inserted into the Cord Product's packaging, provided that  
17 i) the cardstock or paper containing the warning is not white or uncolored and contains only the  
18 warning language, and ii) a substantial portion of the exterior of the packaging material is  
19 transparent. If warning is provided on the internet pursuant to (c) above, the warning message shall  
20 be displayed (or, upon the internet site user's identification as a California resident, such as when  
21 the user types in a zip code, automatically appear) either: (a) on the same page on which the Cord  
22 Product is displayed, (b) on the same page as the order form for the Cord Product, or (c) on the  
23 same page as the price for the Cord Product.

24           7.10    If the warning is given in the owners manual pursuant to Section 7.10-13 below, it  
25 shall be located in one of the following places in the manual: the outside of the front cover; the  
26 inside of the front cover; the first page other than the cover; or the outside of the back cover. The  
27 warning shall be printed or stamped in the manual or contained in a durable label or sticker affixed  
28 to the manual in a font no smaller than the font used for other safety warnings in the manual.

1 Alternatively, the warning may be included in a safety warning section of the owner's manual  
2 consistent with specifications issued by Underwriters Laboratories.

3           7.11 A warning in the owner's manual of a Cord Product may be used to satisfy the  
4 warning requirements of this Section 7 only under the following circumstances: the Cord Product  
5 (i) may cause serious injury or bodily harm (other than by means of fire or electrocution) unless  
6 used as directed; or (ii) is sophisticated, difficult to understand or install, set-up, or assemble; or  
7 (iii) has one or more features a consumer must read about in order to know how to program or use  
8 the Cord Product. However, a Cord Product may not utilize an owner's manual warning if it meets  
9 the following criteria: (a) the Cord Product is unlikely to cause serious injury or bodily harm other  
10 than by means of fire or electrocution; (b) the Cord Product is easily assembled or programmed by  
11 an ordinary consumer without need to reference instructions; and (c) fundamental operation of the  
12 Cord Product is easily understood and commonly performed by an ordinary consumer without  
13 training or need to reference operating instructions. Exhibit E contains a list of Cord  
14 Products/product types for which Owner's Manual Warnings are deemed to be an allowable method  
15 of communicating the warnings required by this Section 7. Plaintiffs have previously provided the  
16 California Attorney General's Office and the Settling Defendant with a list of Cord  
17 Products/product types for which Owner's Manual Warnings are deemed not to be an allowable  
18 method of communicating the warnings required by this Section 7 (the "Non-Owner's Manual  
19 Product List"). Exhibit E and the Non-Owner's Manual Product List may be used as guidance in  
20 determining whether the criteria for use of owner's manual warnings set forth in this Section are  
21 satisfied. Exhibit E and the Non-Owner's Manual Products List may also be used by the Parties in  
22 the course of dispute resolution pursuant to Section 9.

23           7.12 The Settling Defendant may provide an Owner's Manual Warning on any Cord  
24 Products/product types, except for those listed on the Non-Owner's Manual Product List, that  
25 satisfy the criteria in Section 7.11, whether or not that Cord Product or product type is listed on or  
26 deemed added to Exhibit E. In the event that Plaintiff does determine that an Owner's Manual  
27 Warning is not appropriate, it shall provide the Settling Defendant, by overnight delivery service  
28 requiring a signature upon delivery, notice thereof and a written explanation of the basis therefore.

1 In the event that the Settling Defendant disagrees with Plaintiff's determination the settling  
2 defendant may elect to invoke the Dispute Resolution process provided for in Section 9 hereof.  
3 Products not existing as of the Effective Date that are introduced for sale after January 1, 2006 may  
4 be deemed added to Exhibit E if approved in writing by the California Attorney General's office,  
5 following 60 days prior notice to Plaintiff.

6 7.13 The requirement for product labeling, set forth herein, is imposed pursuant to the  
7 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive  
8 method of providing a warning under Proposition 65 and its implementing regulations.

9 **8. ADDED INFREQUENTLY HANDLED PRODUCTS**

10 8.1 Exhibit E contains a list of Infrequently Handled Products that are deemed to meet  
11 the criteria of Section 7.6(a) and, therefore, deemed to be exempt from Proposition 65 warning  
12 requirements. The Products appearing on Exhibit D and the Non-Exempt Products List" may be  
13 used as guidance to interpret the criteria of Section 7.6(a). A Cord Product not appearing on the  
14 Non-Exempt Products List, is exempt if it meets the criteria of Section 7.6(a) whether or not it  
15 appears on Exhibit D.

16 **9. DISPUTE RESOLUTION**

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

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

15 10. **TERMINATION**

16 The Settling Defendant may elect (but is not required) to terminate its participation in this  
17 Consent Judgment by filing with the court and serving on the Plaintiff, the California Attorney  
18 General, and counsel of record to the Settling Defendant a notice of termination. In the event of the  
19 exercise of such an election, the Settling Defendant's obligations under Section 7 hereunder and  
20 rights and benefits under Sections 4, 5, 6, 8, and 9 shall immediately be deemed to cease to exist.

21 11. **APPLICATION OF JUDGMENT**

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

1 12. **AUTHORITY TO STIPULATE**

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

5 13. **NOTICES**

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

10 14. **RETENTION OF JURISDICTION**

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

12 15. **ENTIRE AGREEMENT**

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

19 16. **GOVERNING LAW**

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

23 17. **COURT APPROVAL**

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

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

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

By: \_\_\_\_\_  
William Verick  
Attorney for Plaintiff

DATED: 5/30/06

DARICE, INC., and its corporate affiliate  
LAMRITE WEST, INC., dba DARICE

By:   
George Karabinus  
Chief Financial Officer

IT IS SO ORDERED.

DATED: JUL 21 2006

**RONALD E. QUIDACHAY**

\_\_\_\_\_  
Judge for the San Francisco Superior Court

1 IT IS SO STIPULATED:

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

MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

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By: William Verick  
William Verick  
Attorney for Plaintiff

8 DATED: 5/30/06

DARICE, INC., and its corporate affiliate  
LAMRITE WEST, INC., dba DARICE

By: George Karabinus  
George Karabinus  
Chief Financial Officer

15 IT IS SO ORDERED.

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

\_\_\_\_\_  
Judge for the San Francisco Superior Court

EXHIBIT A  
(Exemplar of Original 60-Day Cord Notice Letter)

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# Klamath

June 4, 2004

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

Greetings:

This office and the Mateel Environmental Justice Foundation (“Mateel”) hereby give you notice that the private businesses on the attached service list are in violation of Cal. Health & Safety Code § 25249.6. This office and Mateel are both private enforcers of Proposition 65, both organizations may be reached at the below listed address and telephone number, I may be considered a “responsible individual” at both organizations, and I may be contacted at the same address and telephone number. The above referenced violations occur when California residents come into contact with thermoset/thermoplastic-coated wires, cables, and/or cords/cord sets, including PVC-coated wires, cords/cord sets, plugs and connectors, and both SPT and HPN cords/cord sets (hereinafter collectively “Cords”). These businesses market products with, or that are themselves, Cords. Some examples of the products that incorporate Cords are those listed in the attached Appendix A. Handling of, and contact with, these Cords exposes people to acrylonitrile, antimony trioxide, arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated paraffins, chloroform, ethyl acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate, and di(2ethylhexyl) phthalate. Handling Cords causes these chemicals to come off the coating of the Cords and to be transferred to the skin of the person handling the Cords. These chemicals are then ingested through hand-to-mouth contact and hand-to-food-to-mouth and hand-to-cigarette-to-mouth behavior. These chemicals are also absorbed through the skin, through mucous membranes and enter the body through cuts, punctures and abrasions. Smokers also inhale those chemicals transferred from hands to cigarettes. People are thus exposed to these chemicals via the ingestion, inhalation, dermal absorption, mucous membrane absorption and subcutaneous routes. These exposures (and resulting violations) occur occupationally, environmentally, and as the result of the sale of consumer products and services. In occupational settings, the type of work that is done during which the above-referenced exposures occur is the handling of, and contact with, Cords, including during the manufacture, installation, maintenance, handling and/or use of electrical equipment to which these Cords are attached. As described above, the exposures that are the subject of this notice occur via the dermal absorption, inhalation, ingestion and subcutaneous routes. These violations have occurred every day since at least 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 the aforementioned private businesses.

## Appendix A

COMPANY NAME	EVIDENCE ON HAND
ABAC AMERICAN IMC 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:849990
BIG LOTS	TriQuest Model 2071 25ft. Handset Coiled Cord
BLITZZ TECHNOLOGY, INC.	Blitz 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
FAIP 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 6ft 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 #83691
PLAID ENTERPRISES, INC.	Plaid Stencil Decor Stencil Cutter #34009
R & B INC.	Professional Conduct Tite Continuity Tester #86598 Conduct Tite Auto Wire Test & Strip Kit #84500 Conduct Tite Hi-Lo Voltage Tester #85599
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 AC2W
VICTOR AUTOMOTIVE PRODUCTS	Victor Lighter Adapter Extension Cord V5103 10 foot 12V cord

## SERVICE LIST

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

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

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

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

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

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

OFFICE OF THE CITY ATTORNEY  
CITY OF SAN DIEGO  
202 C ST. FLOOR 3  
SAN DIEGO, CA 92101

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF ALAMEDA  
225 FALLON ST. #9  
OAKLAND, CA 94612

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

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

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

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

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

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF CONTRA COSTA  
P.O. BOX 670  
MARTINEZ, CA 94553

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

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

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF FRESNO  
7770 THIR ARF ST #1000  
FRESNO, CA 93721

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

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

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

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

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

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

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

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

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

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MADERA  
209 W. YOSEMITE AVE.  
MADERA, CA 93637

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

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

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

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

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MODOC  
P.O. BOX 1171  
ALTURAS, CA 9610

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

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

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

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

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

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

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF PLUMAS  
P.O. BOX 10716  
QUINCY, CA 95971

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

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

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN BENITO  
419 4TH ST  
HOLLISTER, CA 95023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF YOLO  
204 4TH ST  
P.O. BOX 1247  
WOODLAND, CA 95695

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

MICHAEL WANG, PRESIDENT  
INLAND PRODUCTS  
1400 E. WALNUT AVE.  
FULLERTON, CA 92831

MIKE CATAN, PRESIDENT  
DARICE INC  
13000 DARICE PKWY, PARK 82  
STRONGSVILLE, OH 44149

WAYNE TIMPE, PRESIDENT  
LKG INDUSTRIES, INC  
3660 PUBLISHERS DR.  
ROCKFORD, IL 61109

CHRIS M MCLAIN, PRESIDENT  
WESTRM, INC.  
14 BOBOLINK RD  
ORINDA, CA 94563-1706

### CERTIFICATE OF MERIT

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

Dated: June 4, 2004

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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 June 4, 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 June 4, 2004, at Eureka, California.

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EXHIBIT B  
(Exemplar of Original 60-Day Tool Notice Letter)



# Klamath

June 4, 2004

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

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") give you notice that the private business listed 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 for both Mateel and this office. The above referenced violations occur when California residents come into contact with hand tools, the handles of which are coated with thermoplastic. Examples of these tools are listed on the attached Appendix A. The plastic on the handles of these tools contains high levels of lead and lead compounds ("lead"), chemicals known to cause cancer, birth defects, and other reproductive harm. These private businesses either make or market the hand tools described herein. People are exposed to lead at work or elsewhere when they use these tools and their skin thus comes into contact with the plastic in the handles. Lead is transferred from the tools to the hands of the people using these products. The lead then enters their bodies when it is absorbed directly through the skin, through mucous membranes, or through cuts and/or abrasions, or when they touch their hands to their mouths and other mucous membranes, or when they touch cigarettes or food and then smoke the cigarettes or ingest the food. These exposures thus occur via the dermal absorption, subcutaneous, inhalation and ingestion routes. These private businesses did not and do not provide people with clear and reasonable warnings before they expose them to lead. The above referenced violations have occurred every day since at least June 4, 2000 and will continue every day until the lead is taken out of these products or until warnings are given. These violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any manufacturer of these products for products made outside of California, except as to workplaces the manufacturer itself maintains in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of these businesses and in each of California's 58 counties.

## Appendix A

COMPANY NAME	Product
BENCOLE INTERNATIONAL	Inland Performance Tools Stock No. 05213 25 piece kit w/ case
DARICE	Darice Wire Coiling Kit #3958-86
LKG INDUSTRIES INC	Philmore 5" Long Nose Pliers #63-5405  Philmore 8" Adjustable Wrench #63-9608  Philmore Groove Joint Pliers #63-5708
WESTRIM CRAFTS	Westrim Crafts Jeweler's Precision Pliers 5 Piece Mini Plier Set #PC30-8E- 101  Westrim Crafts Chain Nose Pliers #PC90-PE- 000 Michael's #1538  Westrim Crafts Long Nose Pliers w/ Side Cutter #PC10-PE-000 H107

## SERVICE LIST

EDWARD G. WEIL, DEPUTY ATTORNEY GENERAL OFFICE OF THE ATTORNEY GENERAL P.O. BOX 70550 OAKLAND CA 94612-0550	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF HUMBOLDT 825 5TH ST. EUREKA, CA 95501	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	MIKE CATAN, PRESIDENT DARICE INC 13000 DARICE PKWY, PAJUK 82 STRONGSVILLE, OH 44149
OFFICE OF THE CITY ATTORNEY CITY OF OAKLAND 505 14TH ST. 12TH FLOOR OAKLAND, CA 94612	COUNTY OF IMPERIAL COURTHOUSE, FLOOR 2 939 W. MAIN ST EL CENTRO, CA 92243	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF NEVADA COURTHOUSE ANNEX NEVADA CITY, CA 95959	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SONOMA 600 ADMINISTRATION DR. #212J SANTA ROSA, CA 95403	GUS ALEXANDER, PRESIDENT FAIP NORTH AMERICA, INC. 1825 GREENLEAF AVE ELK GROVE VILLAGE, IL 60007
OFFICE OF THE CITY ATTORNEY CITY OF SAN FRANCISCO CITY HALL ROOM 206 400 VAN NESS SAN FRANCISCO, CA 94102	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF INYO P.O. DRAWER D INDEPENDENCE, CA 93526	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF 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	GUS ALEXANDER, PRESIDENT FAIP NORTH AMERICA, INC. 560 S VERMONT ST PALATINE, IL 60067
OFFICE OF THE CITY ATTORNEY CITY OF SACRAMENTO 980 9th Street, 10th Floor SACRAMENTO, CA 95814	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	SCOTT CAMPBELL, PRESIDENT GC/WALDOM ELECTRONICS INC 1801 MORGAN ST ROCKFORD, IL 61102
OFFICE OF THE CITY ATTORNEY CITY OF SAN JOSE 151 W. MISSION ST. SAN JOSE, CA 95110	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KINGS 1400 W. LACEY BLVD. HANFORD, CA 93230	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF RIVERSIDE 4075 MAIN ST. RIVERSIDE, CA 92501	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TEHAMA P.O. BOX 519 REDBLUFF, CA 96080	SHIGEHARU MANO, PRESIDENT HITACHI AMERICA, LTD 50 PROSPECT AVE TARRYTOWN, NY 10591
OFFICE OF THE CITY ATTORNEY CITY OF LOS ANGELES 209 N. MAIN ST. LOS ANGELES, CA 90012	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LAKE 255 N. FORBES ST # 424 LAKEPORT, CA 95453	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SACRAMENTO P.O. BOX 749 SACRAMENTO, CA 95804	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TRINITY P.O. BOX 310 WEAVERVILLE, CA 96093	AKI NOZAKI, PRESIDENT HITACHI KOKI U.S.A., LTD. 3950 STEVE REYNOLDS BLVD NORCROSS, GA 30093
OFFICE OF THE CITY ATTORNEY CITY OF SAN DIEGO 202 C ST. FLOOR 3 SAN DIEGO, CA 92101	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LASSEN COUNTY ADMINISTRATION BUILDING 707 NEVADA ST. SUSANVILLE, CA 96130	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BENITO 419 4TH ST HOLLISTER, CA 95023	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TULARE COURTHOUSE #224 VISALIA, CA 93291	WAYNE TIMPE LKG INDUSTRIES, INC 3660 PUBLISHERS DR. ROCKFORD, IL 61109
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALAMEDA 225 FALLON ST. #9 OAKLAND, CA 94612	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 DIEGO 316 MT. VIEW AVE. SAN BERNARDINO, CA 92415-0004	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TUOLUMNE 2 S. GREEN ST. SONORA, CA 95370	PRESIDENT OR CEO MIDWEST AIR TECHNOLOGIES INC. 625 BARCLAY BLVD LINCOLNSHIRE, IL 60069
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF BUTTE 25 COUNTY CENTER DR. OROVILLE, CA 95965	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA P.O. BOX 748 MARIPOSA, CA 95338	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	MIKE MC COOEY, PRESIDENT PLAID ENTERPRISES, INC PO BOX 7600 NORCROSS, GA 30091
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CALAVERAS GOVERNMENT CENTER 891 MOUNTAIN RANCH ROAD SAN ANDREAS, CA 959249	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MENDOCINO 301 S. STATE ST. UKIAH, CA 95482	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, GA 95901	RICHARD BERMAN, PRESIDENT R & B INC. 3400 E WALNUT ST., BOX 1800 COLMAR, PA 18915
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF COLUSA 547 MARKET ST. COLUSA, CA 95932	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 617 BRIDGEPORT, CA 93517	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA BARBARA 1105 SANTA BARBARA ST. SANTA BARBARA, CA 93101	VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE c/o GREGORY BROSE D.D.A. 4245 MARKET ST. #205 VENTURA, CA 93003	FRED POND, PRESIDENT RIDGE TOOL CO. 400 CLARK ST. ELYRIA, OH 44035
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CONTRA COSTA P.O. BOX 670 MARTINEZ, CA 94553	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	PRESIDENT OR CEO S-B POWER TOOL CO. 4300 W. PETERSON AVE. CHICAGO, IL 60646
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF DEL NORTE 450 H ST #171 CRESCENT CITY, CA 95531	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	DAN CLAUSEY, PRESIDENT S-B POWER TOOL CO. 1800 WEST CENTRAL ROAD MT. PROSPECT, IL 60056
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF EL DORADO 515 MAIN ST. PLACERVILLE, CA 95667	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	R W GERWE, PRESIDENT SENCO PRODUCTS, INC. 8485 BROADWELL ROAD CINCINNATI, OH 45244
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF FRESNO 2220 TULARE ST #1000 FRESNO, CA 93721	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	JOHN M TRANI, PRESIDENT THE STANLEY WORKS 1000 STANLEY DRIVE NEW BRITAIN, CT 06053
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF GLENN P.O. BOX 430 WILLOWS, CA 95988	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	PRESIDENT OR CEO VANCO INTERNATIONAL INC 506 KINGSLAND DR. BATAVIA, IL 60510
	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	DONALD D ORDWAY, PRESIDENT VIDEO DISPLAY CORPORATION 1868 TUCKER INDUSTRIAL DRIVE TUCKER, GA 30084
	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEY P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, GA 95901	ED CARPENTER, PRESIDENT VICTOR AUTOMOTIVE PRODUCTS, INC. 501 S. WOLF RD. DES PLAINES, IL 60016
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### CERTIFICATE OF MERIT

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

Dated: June 4, 2004

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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.

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### 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 June 4, 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 June 4, 2004, at Eureka, California.

1 EXHIBIT C  
2 (Exemplar of Optional Product Testing Protocol)

3  
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 3052. Lab report must state whether sample was completely dissolved  
before analysis.

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

14 Step 6. Compute the arithmetic mean from the three samples.  
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EXHIBIT D  
(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
9	10 Audio switcher power cords, unless designed to plug into front of audio/video appliance
10	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)
11	12 Auto power adapters and cord, unless designed to plug into cigarette lighter or similar in-dash power source
12	13 Automotive wires and cables (installed)
13	14 Back cushion massager
14	15 Bathtub bubble mat
14	16 Bathtub spas
15	17 Battery Connection Cords (internal)
15	18 Battery charger units (except those used for automobiles)
16	19 Beard Trimmer (cordless models only)
16	20 Blender (not including hand-held models)
17	21 Bread Machine
17	22 Broadcast Equipment, and associated power and interconnector cords (if designed for in-studio or other non-portable installation)
18	23 Building wire (installed)
19	24 Calculator
19	25 Caller ID Unit
20	26 Can Opener
21	27 Carafes/Decanters, if cord attaches to separate base unit
21	28 Carbon Monoxide Detectors
22	29 Cash Registers
22	30 CATV Receiver Power Cords
23	31 CB radio/antenna cords (not handsets)
23	32 CD Player/changer (non-portable units only)
24	33 CD/DVD Home Theater Systems
24	34 Cielo Bath
25	35 Circuit Cable
25	36 Clock
26	37 Coffee Maker
27	38 Color Imaging System Power Cord & Cable (non-portable and not for use with portable computer system)
28	39 Combo Wash/Dryer

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

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

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127	Mobil telephone battery cables (internal wires and cords only)
128	Mobile telephone accessories (only those using corded base charging unit or permanently installed in automobiles)
129	Mobile video screens designed for permanent installation (such as for use in automobiles or boats)
130	Multi-function office support device (combines functions such as copier, printer, fax machine, PBX, voice mail into one)
131	Neon sign & oil burner ignition cable
132	NIC/Modem cables
133	Optical Cable/Stereo Optical Cords (unless designed to plug into front of system)
134	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
135	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
136	Ovens
137	Over-Range Microwave Ovens/Hoods
138	Paper shredder
139	Parrafin/wax Bath for Hands
140	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
141	Pencil sharpener
142	Personal Hygiene System and associated power cord
143	Pest Repeller
144	Pet Cage Dryers
145	Portable Dishwasher
146	Portable heater (only if designed for permanent installation)
147	Portable Washer
148	Postage meters
149	Postal scales
150	Potpourri heater
151	Power bases for charging wireless devices (if designed for long term installation)
152	Power tools (corded, cordless, stationary, or portable)
153	Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
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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<b>210</b>	Ignition Cable for Gas Tube Signage
<b>211</b>	Hook-Up Wire (intended for permanent or long-term installation)
<b>212</b>	Telephone Switching Station Cable
<b>213</b>	Loop Detector Wire Used in Traffic Counting
<b>214</b>	Utility Cable and Wire (Power and Communications)
<b>215</b>	Signal Cable
<b>216</b>	Power/Control/Instrumentation/Signal CableUtility Cable and Wire (Power and Communications)

EXHIBIT E

(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.

EXHIBIT F  
(Information Re: Notice)

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4 Party Name: Darice, Inc. and Lamrite West, Inc.,  
5 dba Darice  
6 Attention: George Karabinus  
7 Chief Financial Officer  
8 Address: 13000 Darice Parkway  
9 Park 82  
10 Strongsville, OH 44149  
11 Telephone: 440-238-9150  
12 Fax: 440-238-1680

13 With a copy to:

14  
15 Christopher Locke  
16 Farella Braun + Martel LLP  
17 235 Montgomery Street, 17<sup>th</sup> Floor  
18 San Francisco, CA 94104  
19 Telephone: 415-954-4400  
20 Fax: 415-954-4480  
21 Email: [clocke@fbm.com](mailto:clocke@fbm.com)  
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13 Attorneys for Plaintiff  
14 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

15  
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN FRANCISCO

18 MATEEL ENVIRONMENTAL JUSTICE  
19 FOUNDATION,

20 Plaintiff,

21 vs.

22 THE BOMBAY COMPANY, INC., et al.

23 Defendants.  
24 \_\_\_\_\_/

CASE NO. CGC-05-440164

~~[proposed]~~ ORDER APPROVING  
SETTLEMENT [DARICE, INC.]

Date: July 21, 2006

Time: 9:30 a.m.

Dept. No.: 302

25 Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on  
26 noticed motion on July 21, 2006. The court finds that:

- 27 1. The reformulation required by the Consent Judgment complies with the  
28 requirements of Proposition 65;

ENDORSED  
FILED  
San Francisco County Superior Court

JUL 21 2006

GORDON PARK-LI, Clerk  
BY: PHILOMENA DIAS  
Deputy Clerk

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- 2. The payments in lieu of civil penalty specified in the Consent Judgment are reasonable based on the criteria in Cal Health & Safety Code §25249.7(b)(2); and
- 3. The attorneys fees awarded under the Consent Judgment are reasonable under California law.

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

IT IS SO ORDERED.

Dated: JUL 21 2006

RONALD E. QUIDACHAY

\_\_\_\_\_  
Judge of the Superior Court