

1 WILLIAM VERICK (BAR NO. 140972)  
FREDRIC EVENSON (BAR NO 198059)  
2 KLAMATH ENVIRONMENTAL LAW CENTER  
424 First Street  
3 Eureka, California 95501  
4 DAVID H. WILLIAMS (BAR NO. 144479)  
BRIAN ACREE (BAR NO. 202505)  
5 370 Grand Avenue, Suite 5  
Oakland, California 94610  
6 Telephone: (510) 271-0827  
7 Attorneys for Plaintiff

ENDORSED  
FILED  
San Francisco County Superior Court

APR 18 2007

GORDON PARK-LI, Clerk  
BY: JOCELYN C. ROQUE  
Deputy Clerk

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

11 MATEEL ENVIRONMENTAL JUSTICE  
12 FOUNDATION,

13 Plaintiff,

14 v.

15 OREGON SCIENTIFIC, INC., et al.

16 Defendant.

Case No. CGC-05-441008

*JCR*  
~~PROPOSED~~ CONSENT JUDGMENT  
(OREGON SCIENTIFIC, INC.)

1 1 INTRODUCTION

2 1.1 On or about January 31, 2005, the Mateel Environmental Justice Foundation  
3 ("MEJF") and its attorneys, Klamath Environmental Law Center ("KELC") sent a 60 Day Notice  
4 Letter (Exhibit A) to the Office of the California Attorney General of the State of California  
5 ("California Attorney General"), all California counties' District Attorneys and all City Attorneys  
6 of California cities with populations exceeding 750,000, (collectively, "Public Enforcers"),  
7 charging certain businesses with violating the Safe Drinking Water and Toxic Enforcement Act of  
8 1986, California Health and Safety Code Section 25249.5 et seq. ("Proposition 65"), in their  
9 manufacture, distribution and/or sale of wires and cables coated with polyvinyl chloride ("PVC").  
10 Specifically, MEJF charged that persons handling the PVC-coated wires and cables were exposed  
11 to certain chemicals, listed under Proposition 65, including acrylonitrile, antimony trioxide,  
12 arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated paraffins,  
13 chloroform, ethyl acrylate, ethylene thiourea, nichel, toluene, cadmium, hexavalent compounds of  
14 chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate  
15 and di(2ethylhexyl) phthalate (hereafter "Proposition 65 Chemicals.")

16 1.2 On or about October 7, 2005, MEJF ("Plaintiff"), acting on behalf of itself, the  
17 public interest, and the general public with respect to any Proposition 65 and other claims related  
18 to the Covered products, including those described in the Notice Letter, filed a Complaint for  
19 civil penalties and injunctive relief ("Complaint") in the San Francisco Superior Court, fashioned,  
20 *MATEEL ENVIRONMENTAL JUSTICE FOUNDATION v. OREGON SCIENTIFIC, INC., et al.*,  
21 Case No. CGC-05-441008. The Complaint alleged, among other things, that OREGON  
22 SCIENTIFIC, INC. ("Settling Defendant") violated Proposition 65 by manufacturing, marketing  
23 and/or distributing to California residents products that are themselves or which incorporate wires  
24 and cables that are PVC-coated and failing to provide clear and reasonable warnings to California  
25 residents who handle and use such products that the handling and use of those products in their  
26 normally intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

27 1.3 Plaintiff and Settling Defendant are, for purposes of this Consent Judgment,  
28 collectively referred to as the "Parties," with each of them a "Party".

1           1.4     For purposes of this Consent Judgment, the term “Covered Products” means any  
2 and all products that are or have been manufactured, distributed, marketed or sold by the Settling  
3 Defendant, and that are themselves, or that incorporate, utilize, or have appended to them any  
4 type of Cords, including but not limited to cords used for power, earphones, or mouses, as well as  
5 products that are in the future to be manufactured, distributed, marketed or sold by the Settling  
6 Defendant consistent with the provisions of this Consent Judgment. The term “Covered  
7 Products” also includes products which are or are in the future to be manufactured, distributed,  
8 marketed and/or sold by the Settling Defendant either under its own name or brand or under the  
9 name or brand of another (e.g., privately labeled products).

10           1.5     For purposes of this Consent Judgment, the term “Settling Defendant” shall  
11 include the Settling Defendant, as defined above, and its past, present, and future parents,  
12 divisions, subdivisions, brands, subsidiaries and affiliates and the predecessors, successors, and  
13 assigns of any of them, as well as their past, present, and future officers, directors, employees,  
14 agents, attorneys, representatives, shareholders and assigns. The term Settling Defendant shall  
15 also be deemed to include the Settling Defendant’s supplier of Covered Products, but only with  
16 respect to those Covered Products that such supplier manufactures for the Settling Defendant. A  
17 list delineating some, but not necessarily all, of the names of the various business entities and  
18 brands or product types referred to in this Paragraph and in existence on or before the date of this  
19 Consent Judgment is attached hereto as Exhibit C.

20           1.6     For purposes of this Consent Judgment only, the Settling Defendant admits that:  
21 (a) it is a business that employs more than ten persons and manufactures, distributes and/or sells  
22 Covered Products into the State of California; (b) the Covered Products may contain or may have  
23 in the past contained one or more Proposition 65 Chemicals; and (c) Proposition 65 Chemicals are  
24 chemicals listed under Proposition 65 as being known to the State of California to cause cancer  
25 and/or reproductive toxicity.

26           1.7     For purposes of this Consent Judgment only, the Parties stipulate that this Court  
27 has jurisdiction over the allegations of violations contained in the Complaints and personal  
28 jurisdiction over the Settling Defendant as to the acts alleged in the Complaints, that venue is

1 proper in the County of San Francisco and that this Court has jurisdiction to enter this Consent  
2 Judgment as a full settlement and resolution of the allegations contained in the Complaints and  
3 Notice Letters and of all claims which were or could have been raised by any person or entity  
4 based in whole or in part, directly or indirectly, on the facts alleged therein, arising therefrom or  
5 related thereto.

6 1.8 The Parties enter into this Consent Judgment pursuant to a full and final settlement  
7 of any and all claims between the Parties for the purpose of avoiding prolonged litigation. This  
8 Consent Judgment shall not constitute an admission with respect to any material allegation of the  
9 Complaints, each and every allegation of which the Settling Defendant denies; nor may this  
10 Consent Judgment or compliance with it be used as evidence of any wrongdoing, misconduct,  
11 culpability or liability on the part of any Settling Defendant. The Settling Defendant maintains  
12 that its Covered Products have at all times complied with all applicable laws, including  
13 Proposition 65.

14 2. **SETTLEMENT PAYMENT**

15 2.1 In settlement of all of the claims referred to in this Consent Judgment against the  
16 Settling Defendant:

17 (a) The Settling Defendant shall pay, within fifteen (15) days of entry of this  
18 Consent Judgment, a total of \$18,500 (eighteen thousand five hundred dollars). The payments  
19 required by the preceding sentence shall be made payable as follows: (i) sixteen thousand dollars  
20 (\$16,000) shall be paid to KELC for attorneys fees and costs incurred by KELC on behalf of  
21 Plaintiff in investigating this matter and negotiating this Consent Judgment on behalf of itself and  
22 the general public, (ii) two thousand five hundred dollars (\$2,500) shall be made payable to  
23 Californians for Alternatives to Toxics.

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

1           2.3    Except as specifically provided in this Consent Judgment, each side 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 allegations of the Complaint.

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

7           4.1    As to Covered Products, this Consent Judgment is a final and binding resolution  
8 between the Settling Defendant and Plaintiff, acting on behalf of itself regarding claims described  
9 in the Notice Letter and/or the Complaint in the public interest pursuant to Health and Safety  
10 Code Section 25249.7(d) of: (a) any violation of Proposition 65; or, (b) with respect to exposures  
11 to the Proposition 65 Chemicals associated with the use of Covered Products, any other statutory  
12 or common law Claim, to the fullest extent that any such claims were or could have been asserted  
13 by any person or entity against the Settling Defendant based on its or their exposure of persons to  
14 chemicals Contained in or otherwise associated with the use of Covered Products manufactured,  
15 sold or distributed by, for or on behalf of the Settling Defendant and/or their alleged failure to  
16 provide a Clear and reasonable warning of such exposure to such individuals; or (c) as to  
17 exposures to chemicals contained in or otherwise associated with the use of Covered Products,  
18 any other claim based in whole or part on the facts alleged in the Complaints or Notice Letters,  
19 whether based on actions or omissions committed by the Settling Defendant or any other entity  
20 with the Settling Defendant's chain of distribution, including, but not limited to, customers,  
21 wholesale or retail sellers or distributors and any other person in the course of doing business  
22 ("Downstream Entity"). Plaintiffs certify that they and their consultants have made a diligent  
23 search for Proposition 65 Chemicals that could be found in PVC cords, and that none of the  
24 chemicals listed by the State of California pursuant to Section 25249.8 of the California Health  
25 and Safety Code (other than those listed in the notice letter) have been found or are likely to be  
26 found in PVC cords at levels that would require a warning under Health & Safety Code  
27 section 25249.6.

28

1           4.2     As to Covered Products, this Consent Judgment is also a final and binding  
2 resolution between the Settling Defendant and Plaintiff, of all claims, statutory or common law,  
3 known or unknown, to the fullest extent that any such claims were or could have been asserted by  
4 plaintiff as of the date of this Consent Judgment.

5           4.3     As to any claims, violations (except violations of this Consent Judgment), actions,  
6 damages, costs, penalties, or causes of action which may arise or have arisen after the original  
7 date of entry of this Consent Judgment, compliance by the Settling Defendant with the terms of  
8 this Consent Judgment shall be deemed to constitute its full and complete compliance with  
9 Proposition 65 with respect to the provision of warnings for chemicals contained in or otherwise  
10 associated with the use of Covered Products, provided that, with respect to lead concentrations,  
11 the Settling Defendant complies with Section 7.1 below, and that, with respect to concentrations  
12 of chemicals other than lead, those concentrations do not significantly and materially increase  
13 after the date this Consent Judgment is entered.

14           4.4     Notwithstanding Sections 4.1, 4.2, and 4.3 above, as to all customers, distributors,  
15 wholesalers, retailers or any other Downstream Entity, except as otherwise indicated in  
16 Section 4.5 below, which may in the course of doing business use, maintain, distribute, or sell  
17 Covered Products which are manufactured, distributed or sold by the Settling Defendant  
18 (including Covered Products which are privately labeled by the Settling Defendant for a  
19 Downstream Entity), Plaintiff (acting on behalf of itself and, as to those matters described in  
20 Sections 4.1, 4.2, and 4.3 on behalf of the general public) waives all rights to institute any form of  
21 legal action whether under Proposition 65 or otherwise, arising out of or resulting from or related  
22 directly or indirectly to, in whole or in part, exposure to, or otherwise associated with the use of  
23 and alleged failure to warn with respect to Proposition 65 Chemicals contained in Covered  
24 Products.

25           4.5     Nothing in this Consent Judgment shall be deemed to require an out of state  
26 manufacturer of Covered Products to provide a Proposition 65 warning for occupational  
27 exposures occurring within the State of California. Nothing in this Consent Judgment will be  
28 deemed to release a California employer from liability for failure to comply with its obligations,

1 if any, to provide warnings under Proposition 65 for the exposures of its employees to chemicals  
2 contained in or otherwise associated with Non-Retail Covered Products unless such employer  
3 makes Proposition 65 warning information available to its employees as permitted by 8 Cal. Code  
4 Regs. § 5194.

5 4.6 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and  
6 benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions  
7 of Section 1542 of the California Civil Code, which provides as follows:

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

12 Plaintiff understands and acknowledges that the significance and consequence of its waiver of  
13 California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters  
14 raised in the Notice Letters and/or in this litigation, including any person or entity on whose  
15 behalf they purport to act or could act, suffers future damages or harm arising out of, resulting  
16 from, or related directly or indirectly to, in whole or in part, the matters covered in Sections 4.1,  
17 4.2, 4.3, and 4.4 above (“Damages”), Plaintiff and any person or entity on whose behalf they  
18 purport to act or could act, will not be able to make any claim for such Damages against the  
19 Settling Defendant or any of its customers, distributors, wholesalers, retailers, or any other  
20 person in the course of doing business who may use, maintain, distribute or sell the Covered  
21 Products. Furthermore, Plaintiff acknowledges that it intends these consequences for any such  
22 Damages which may exist as of the date of this release but which Plaintiff does not know exist,  
23 and which, if known, would materially affect its decision to enter into this Consent Judgment,  
24 regardless of whether its lack of knowledge is the result of ignorance, oversight, error,  
25 negligence, or any other cause, no matter how justifiable such cause may be.

26 4.7 The Settling Defendant waives all rights to institute any form of legal action  
27 against Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal  
28

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

3 **5 ENFORCEMENT OF JUDGMENT**

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

7 **6 MODIFICATION OF JUDGMENT**

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

21 **7 INJUNCTION**

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



1 layer of the Cords, provided such reliance is in good faith. Obtaining test results showing that the  
2 lead content is no more than 0.03%, using a method of sufficient sensitivity to establish a limit of  
3 quantification (as distinguished from detection) of less than 300 ppm shall be deemed to establish  
4 good faith reliance. Provided that the level of quantitation requirement set forth in the preceding  
5 sentence is met, the test protocol and methods described on Exhibit D hereto may be relied on.  
6 Nothing in the preceding two sentences shall preclude a Settling Defendant from establishing  
7 good faith reliance by an alternative means. Samples of the type of material used in the  
8 manufacture of Defendant's Covered Products have been tested by Plaintiff and found to meet the  
9 reformulation requirement specified in this paragraph.

10 7.2 The terms of this Section 7 shall not apply to customers of the Settling Defendant  
11 and other downstream entities that may, in the course of doing business, sell or distribute the  
12 Covered Products. Covered Products manufactured and shipped for distribution to or sale in  
13 California by the Settling Defendant shall meet the warning exemption standard set forth in  
14 Section 7.1 of this Consent Judgment.

15 **8 DISPUTE RESOLUTION**

16 8.1 Wherever this Consent Judgment provides that the Settling Defendant may invoke  
17 the Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling  
18 Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff,  
19 setting forth the dispute and the basis for the Settling Defendant's position. The Parties  
20 interested in the dispute shall then meet and confer in good faith within sixty (60) days to  
21 determine whether the dispute may be resolved in order to avoid further litigation of the issue,  
22 unless both Parties waive, in writing, notice and the opportunity to meet and confer. In the event  
23 that Plaintiff fails to meet and confer within the sixty (60) day period, the Settling Defendant's  
24 position shall be deemed to have prevailed. In the event that, after meeting and conferring,  
25 Plaintiff disapproves or disagrees with a position taken by the Settling Defendant, Plaintiff shall  
26 notify the Settling Defendant in writing, sent by an overnight delivery service requiring a  
27 signature upon delivery, within 14 (fourteen) days of meeting and conferring. Should the Plaintiff  
28 do so and should the Settling Defendant wish to pursue its position, the Settling Defendant shall

1 then seek to have the California Attorney General concur with the Settling Defendant's position.  
2 If the California Attorney General concurs in writing with the Settling Defendant, the Settling  
3 Defendant shall provide notice thereof to Plaintiff and the Settling Defendant's view shall prevail.  
4 If, however, the California Attorney General does not concur with the Settling Defendant within  
5 ninety (90) days of the date on which the Settling Defendant sought the California Attorney  
6 General's concurrence, the Settling Defendant shall have the right to bring the issue to the Court  
7 by noticed motion for its de novo review and, provided that it is proceeding in good faith, shall  
8 not be subject to further penalties during the pendency of such motion and/or if the motion is not  
9 contested by Plaintiff.

10 9. **TERMINATION**

11 The Settling Defendant may elect (but is not required) to terminate its participation in this  
12 Consent Judgment beginning on June 31, 2007 or any date thereafter by means of filing with  
13 the Court and serving on the Plaintiff, the California Attorney General, and counsel of record to  
14 the Settling Defendant with a notice of termination. In the event of the exercise of such an  
15 election, the Settling Defendant's obligations and rights and benefits hereunder shall immediately  
16 be deemed to cease to exist.

17 10. **APPLICATION OF JUDGMENT**

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

21 11. **AUTHORITY TO STIPULATE**

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

25 12. **NOTICES**

26 Whenever a notice is called for by this Consent Judgment, it shall be provided to the  
27 Settling Defendant at the addresses identified in Exhibit B hereto. If any Party desires to change  
28

1 the individual and/or address designated to receive notice on its behalf, such Party shall provide  
2 notice to all other Parties pursuant to the terms of this Section.

3 13. **RETENTION OF JURISDICTION**

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

5 14. **ENTIRE AGREEMENT**

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

12 15. **GOVERNING LAW**

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

16 16. **COURT APPROVAL**

17 If this Consent Judgment is not approved and entered by the Court, or if the entry of this  
18 Consent Judgment is successfully challenged, this Consent Judgment shall be of no force or  
19 effect, and cannot be used in any proceeding for any purpose. Provided, however, that if another  
20 court finds any term of provision of this Consent Judgment or the application thereof to any  
21 person or circumstance to any extent to be invalid or unenforceable, the remainder of this Consent  
22 Judgment and the application of such term or provision to persons or circumstances other than  
23 those as to which it is held invalid or unenforceable shall not be affected thereby, and each  
24  
25  
26  
27  
28

1 term or provision of this Consent Judgment shall be valid and enforceable to the fullest extent  
2 permitted by law.

3 IT IS SO STIPULATED:

4 DATED: 3/1/07

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By:   
William Verick

9 DATED: February 15, 2007

OREGON SCIENTIFIC, INC.

By:   
Its: Director

13 IT IS SO ORDERED  
14 DATED: APR 18 2007

PATRICK J. MAHONEY,  
JUDGE, SUPERIOR COURT OF CALIFORNIA

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1

EXHIBIT A  
(Copy Of 60-Day Notice Letter)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# Klamath

January 31, 2005

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

ATTORNEY GENERAL COPY  
CONTAINS OFFICIAL  
INFORMATION PURSUANT TO  
EVIDENCE CODE §1040

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") hereby give you notice that the private businesses on the attached service list are in violation of Cal. Health & Safety Code § 25249.6. This office and Mateel are both private enforcers of Proposition 65, both organizations may be reached at the below listed address and telephone number, I may be considered a "responsible individual" at both organizations, and I may be contacted at the same address and telephone number. The above referenced violations occur when California residents come into contact with thermoset/thermoplastic-coated wires, cables, and/or cords/cord sets, including PVC-coated wires, cords/cord sets, plugs and connectors, and both SPT and HPN cords/cord sets (hereinafter collectively "Cords"). These businesses market products with, or that are themselves, Cords. Some examples of the products that incorporate Cords are those listed in the attached Product List. 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 January 31, 2004 and will continue every day until reasonable warnings are given to those people exposed. Environmental exposure violations occur in every county of the State and occur both on and off the property of the aforementioned private businesses.

Cordially,



William Verick

Exhibit A  
Page 1 of 4

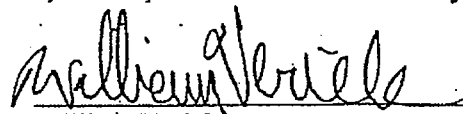
## SERVICE LIST

- 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  
180 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 4171  
CRESCENT CITY, CA 95531
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF EL DORADO  
515 MAIN ST.  
PLACERVILLE, CA 95667
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF FRESNO  
2220 TULARE ST #1000  
FRESNO, CA 93721
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF GLENN  
P.O. BOX 430  
WILLOWS, CA 95988
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF HUMBOLDT  
825 5TH ST.  
EUREKA, CA 95501
- COUNTY OF IMPERIAL  
COURTHOUSE, FLOOR 2  
939 W. MAIN ST  
EL CENTRO, CA 92243
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF INYO  
P.O. DRAWER D  
INDEPENDENCE, CA 93526
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF KERN  
1215 TRUXTUN AVE. FLOOR 4  
BAKERSFIELD, CA 93301
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF KINGS  
1400 W. LACEY BLVD.  
HANFORD, CA 93230
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LAKE  
255 N. FORBES ST # 424  
LAKEPORT, CA 95453
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LASSEN  
COUNTY ADMINISTRATION  
BUILDING  
707 NEVADA ST.  
SUSANVILLE, CA 96130
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LOS ANGELES  
18000 CRIMINAL COURTS  
BUILDING  
210 W. TEMPLE ST.  
LOS ANGELES, CA 90012
- 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  
400 CIVIC CENTER DR. WEST  
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 1ST. #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 #214  
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
- CUTHISIT PRAPAYAT, PRESIDENT  
A J WHOLESALE DISTRIBUTORS, INC.  
6925 PARAMOUNT BLVD  
LONG BEACH, CA 90805
- RICHARD KRONRAD, PRESIDENT  
ATICO INTERNATIONAL USA, INC.  
501 S. ANDREWS AVE.  
FT. LAUDERDALE, FL 33301
- MARK COHEN, PRESIDENT  
ATLAS COPCO NORTH AMERICA, INC.  
34 MAPLE AVE, POB 2028  
PINE BROOK, NJ 07058
- JIM CHASM, PRESIDENT  
CLORE AUTOMOTIVE, L.L.C.  
8735 ROSEHILL RD., STE. 220  
LEXAXA, KS 66215
- DANIEL G. FLAHERTY, PRESIDENT  
GEMMY INDUSTRIES CORPORATION  
2111 WALNUT HILL LANE  
IRVING, TX 70538
- DOUGLAS NEGRIN, PRESIDENT  
INTERDYNAMICS, INC.  
30 39TH ST.  
BROOKLYN, NY 11232
- J. MARTY O'DONOHUE, PRESIDENT  
MARINCO  
2655 NAPA VALLEY CORPORATE DR  
NAPA, CA 94558-7453
- PRESIDENT OR CEO  
MILWAUKEE ELECTRIC TOOL CORP.  
13135 W. LISBON RD
- KEITH W. BENSON, PRESIDENT  
NATIONAL MANUFACTURING C  
ONE FIRST ST  
STERLING IL 61081
- PAUL ZIMMERMAN, PRESIDENT  
OREGON SCIENTIFIC, INC.  
19861 SW 95TH PL  
TUALATIN, OR 97062
- DARLENE L GOSS, PRESIDENT  
PACIFIC INDUSTRIAL COMPONE  
INC.  
2545 PRAIRIE RD  
EUGENE, OR 97402
- BRADLEY M. NYSETER, PRESI  
SEA-DOG  
3402 SMITH AVE; PO BOX 479  
EVERETT, WA 98201
- FRANK FRENCH, PRESIDENT  
SHENFU COMPANY OF AMERI  
10939 N. POMONA AVE  
KANSAS CITY, MO 64153
- PATRICIA SCHOENBERG, PRESI  
SPECTRA MERCHANDISING  
INTERNATIONAL, INC.  
4230 NORMANDY  
CHICAGO, IL 60634
- LOUIS J SHATKIN, PRESIDENT  
TOWER MANUFACTURING CORP  
25 RESERVOIR AVE  
PROVIDENCE, RI 02907
- DENNIS JACOBSEN, PRESIDENT  
WMH TOOL GROUP  
2420 VANTAGE RD  
ELGIN, IL 60123

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: January 31, 2005

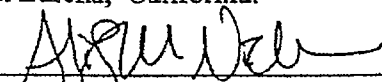
  
William Verick

This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed certain conditions on Proposition 65, including that it does not apply to the conduct of manufacturers occurring outside the State of California. The approval also provides that an employer may use the means of compliances in the general hazard communication requirements to comply with Proposition 65. It also requires that supplemental enforcement is subject to the supervision of the California Occupational Safety and Health Administration. Accordingly, any settlement, civil complaint, or substantive court orders in this matter must be submitted to the Attorney General.

CERTIFICATE OF SERVICE

I, 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 January 31, 2005, 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 January 31, 2005, at Eureka, California.

  
ALISON NICHOLS



## PRODUCT LIST

COMPANY NAME	PRODUCT
A J WHOLESALE DISTRIBUTORS, INC.	PIT BULL PIG TAIL MALE TWIST TO FEMALE GROUND ITEM #CHIE002
ATICO INTERNATIONAL USA, INC.	TDE SYSTEMS LAMINATOR MOPS#345540-116
CLORE AUTOMOTIVE, L.L.C.	SOLAR 1 AMP BATTERY CHARGER PART NO. 1001
GEMMY INDUSTRIES CORPORATION	TOTALLY GHOUL PUMPKIN LIGHT DEPT 09 9-4 CODE 0-579657-115
INTERDYNAMICS, INC.	INTERDYNAMICS POWERAIR AIR COMPRESSOR MODEL# PA-120 OR #PA-120T
MARINCO	MARINCO POWER CORD MARINE CORD SET 25FT PRODUCT #25PCM2
MILWAUKEE ELECTRIC TOOL CORP. / ATLAS COPCO NORTH AMERICA, INC.	MILWAUKEE SUPERCHARGER II #48-59-0192
NATIONAL MANUFACTURING CO	DYNAMAXX 40 WATT GLUE GUN #N315-820 OR #V5564
OREGON SCIENTIFIC, INC.	EMERGENCY ALERT WEATHER RADIO #WR106
	PICO 6-12 VOLT TEST LIGHT #0690PT
PACIFIC INDUSTRIAL COMPONENTS, INC.	PICO 30 INCH TEST LEADS #1575PT
SEA-DOG	SEA-DOG LINE POWER SOCKET WITH BATTERY CLIPS #426450-1
SHINN FU COMPANY OF AMERICA, INC.	ROAD X PEDITON CORDLESS SPOTLIGHT MODEL #I-5001
SPECTRA MERCHANDING INTERNATIONAL, INC.	SPECTRA DIGITAL AM/FM STEREO CASSETTE PLAYER #SCR-90
TOWER MANUFACTURING CORP	OVERLOAD GUARD EXTENSION CORD 40FT #C629166
WMH TOOL GROUP	TURTLE WAX 6INCH RANDOM ORBIT WAXER/POLISHER #65000TW

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT B  
(Address For Notice Under Consent Judgment)

Mateel Environmental Justice Foundation  
c/o Brian Acree  
370 Grand Avenue, Suite 5  
Oakland, CA 94610

Oregon Scientific, Inc.  
Attention: Julie Hui  
19861 SW 95th Avenue  
Tualatin, OR 97062

With a copy to:

John J. Dunbar  
Ball Janik LLP  
101 SW Main Street, Suite 1100  
Portland, OR 97204

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

PRODUCT TYPES

- Clocks, including but not limited to Projection Clocks, Wall Clocks and Alarm Clocks
  - Emergency Weather Radios
  - Public Alert Monitors and Radios
  - Weather Monitoring Stations, including but not limited to Barometers, Hygrometers, Thermometers, Rain Gauges and Wind Speed/Direction Monitors
  - Digital Still and Video Cameras
  - Multimedia Audio/Video Players/Recorders, including but not limited to MP3/ MP4 Players and Audio/Video CD/DVD Players and Systems
  - Loudspeakers
  - Accessories for Apple Computer Inc.'s "iPod" products
  - Electronic Learning Laptops
  - Electronic Interactive Books and Games
  - Electronic Interactive Globes
  - Telecommunications and Radiocommunications Devices, including but not limited to corded and cordless telephones, GPS navigation devices, transceivers and marine radios
- These products are manufactured, distributed, and/or sold by Oregon Scientific, Inc. and/or Oregon Scientific Global Distribution Limited.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT D  
(Non-Binding Exemplar of Optional Testing Protocol)

*This non-binding exemplar provides examples of testing protocol that could be used to test cable samples. These are not the only methods that may be used in any testing.*

Alternatively:

Cables may be tested using the following method.

- Step 1: Cut 3-inch section of a cable that has not previously been used or wiped.
- Step 2. On multiconductor cables, remove the insulated conductors and any other inner components from the 3-inch section of the cable. On single insulated conductors, remove the metallic conductor from the 3-inch section of the cable. Place the other nonmetallic covering into a lead free receptacle (such as a pre-labeled resealable plastic food storage bag).
- Step 3. Repeat steps 1 and 2 above for two additional cables such that a total of three samples are produced for laboratory analysis.
- Step 4. Prepare samples for laboratory analysis according to USEPA Method 160.4 or 3050. Lab notes MUST indicate that PVC sample was completely dissolved prior to analysis.
- Step 5. Analyze samples for total lead by USEPA Method 7420 (AA Flame), USEPA 6010, or the most current USEPA method used by most laboratories.
- Step 6. Compute the arithmetic mean for the three samples.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Alternatively:

Cables may also be analyzed using ED-XRF technology, and by computing the arithmetic mean for the three samples used.

Alternatively:

Cables may be analyzed by stripping the surface of the cable and analyzing only the surface of the material, not the entire cable, using the appropriate USEPA Methods identified above, and by computing the arithmetic mean for the three samples used.

*Testing by the Settling Defendant, as defined by Section 1 of the Consent Judgment, is not required by the Consent Judgment.*

1 WILLIAM VERICK, CSB #140972  
2 Klamath Environmental Law Center  
3 FREDRIC EVENSON, CSB #198059  
4 424 First Street  
5 Eureka, CA 95501  
6 (707) 268-8900

7 DAVID H. WILLIAMS, CSB #144479  
8 BRIAN ACREE, CSB #202505  
9 370 Grand Avenue, Suite 5  
10 Oakland, CA 94610  
11 Telephone: (510) 271-0826  
12 Facsimile: (510) 271-0829

13 Attorneys for Plaintiff  
14 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN FRANCISCO

17 MATEEL ENVIRONMENTAL JUSTICE  
18 FOUNDATION,

19 Plaintiff,

20 vs.

21 OREGON SCIENTIFIC, INC.,  
22 et al.,

23 Defendants.

ENDORSED  
FILED  
San Francisco County Superior Court

APR 18 2007

GORDON PARK-LI, Clerk  
BY:           JOCELYN C. ROQUE            
Deputy Clerk

CASE NO. CGC 05-441008

(JCR)  
~~[Proposed]~~ ORDER  
APPROVING SETTLEMENT

Date: April 17, 2007  
Time: 9:30 a.m.  
Dept. No.: 302

24 Plaintiff's motion for approval of settlement and entry of Consent Judgment as to  
25 defendant Oregon Scientific, Inc. was heard on regular noticed motion on December 18, 2006, at  
26 9:30 a.m. in Department No. 302. Having reviewed the pleadings and the moving papers, having  
27 reviewed the terms of the proposed consent judgment and having considered the arguments of  
28 counsel, the Court finds as follows:

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

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

5           3.       The attorneys fees awarded under the Consent Judgment and the underlying  
6 hourly rates, time expended, and costs incurred are reasonable.

7  
8           IT IS SO ORDERED.

9                           **APR 18 2007**

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

**PATRICK J. MAHONEY**

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