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16 FOUNDATION

17 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 IN AND FOR THE COUNTY OF SAN FRANCISCO

19 MATEEL ENVIRONMENTAL JUSTICE  
20 FOUNDATION,

21 Plaintiff,

22 v.

23 ATD TOODS, INC., et al.,

24 Defendants.

25 ENDORSED  
26 FILED  
San Francisco County Superior Court

SEP 01 2006

GORDON PARK-LI, Clerk

BY: \_\_\_\_\_ Deputy Clerk

Case No. 442968

~~PROPOSED~~ CONSENT JUDGMENT  
AS TO METRA ELECTRONICS CORP.

25 1. INTRODUCTION

26 1.1 On or about April 1, 2005, the Mateel Environmental Justice Foundation ("MEJF") and its attorneys, Klamath Environmental Law Center ("KELC"), sent 60 Day Notice Letters to the Office of the California Attorney General of the State of California ("California Attorney General"), all California counties' District Attorneys and all City Attorneys of California cities with populations exceeding 750,000, (collectively, "Public Enforcers"), charging certain businesses with violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and

1 Safety Code Section 25249.5 et seq. ("Proposition 65"), in their manufacture, distribution and/or  
2 sale of wires and cables coated with polyvinyl chloride ("PVC"). Specifically, MEJF charged that  
3 persons handling the PVC-coated wires and cables (hereinafter sometimes referred to as the  
4 "Cords") were exposed to certain chemicals, listed under Proposition 65, including, acrylonitrile,  
5 antimony trioxide, arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated  
6 paraffins, chloroform, acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent chromium,  
7 vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate and  
8 di(2ethylhexyl) phthalate.

9 1.2 On or about July 11, 2005, MEJF ("Plaintiff"), acting on behalf of itself, the public  
10 interest, and the general public for the matters described in the Notice Letter, filed a Complaint for  
11 civil penalties and injunctive relief ("Complaint") in the San Francisco Superior Court, fashioned,  
12 *MATEEL ENVIRONMENTAL JUSTICE FOUNDATION v. ATD TOOLS, INC.*, Case No. 442968,  
13 based, in part, on the April 1, 2005 Notice Letter. The Complaint alleged, among other things, that  
14 METRA ELECTRONICS, CORP., ("Metra" or "Settling Defendant") violated Proposition 65 and  
15 California Business & Professions Code Section 17200 et seq. (the "Unfair Competition Act") by  
16 manufacturing, marketing and/or distributing to California residents products that are themselves or  
17 which incorporate wires and cables that are PVC-coated and failing to provide clear and reasonable  
18 warnings to California residents who handle and use such products that the handling and use of  
19 those products in their normally intended manner will cause those persons to be exposed to  
20 Proposition 65 Chemicals.

21 1.3 Plaintiff and Settling Defendant are, for purposes of this Consent Judgment,  
22 collectively referred to as the "Parties," with each of them a "Party".

23 1.4 For purposes of this Consent Judgment, the term "Covered Products" means  
24 products that are themselves, or that incorporate, utilize, or have appended to them, Cords, and that  
25 are manufactured, distributed, marketed or sold by the Settling Defendant. The term Covered  
26 Products includes both such products that are subject to the Warning Requirements of Section 7,

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

6 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
7 jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction  
8 over the Settling Defendant as to the acts alleged in the Complaints, that venue is proper in the  
9 County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a  
10 full settlement and resolution of the allegations contained in the Complaints and Notice Letters and  
11 of all claims which were or could have been raised by any person or entity based in whole or in  
12 part, directly or indirectly, on the facts alleged therein, arising therefrom or related thereto.

13 1.6 The Parties enter into this Consent Judgment pursuant to a full and final settlement  
14 of any and all claims between the Parties for the purpose of avoiding prolonged litigation. This  
15 Consent Judgment shall not constitute an admission with respect to any material allegation of the  
16 Complaints, each and every allegation of which the Settling Defendant denies; nor may this  
17 Consent Judgment or compliance with it be used as evidence of any wrongdoing, misconduct,  
18 culpability or liability on the part of any Settling Defendant. The Settling Defendant maintains that  
19 its Covered Products have at all times complied with all applicable laws, including Proposition 65.

## 20 2. SETTLEMENT PAYMENT

21 2.1 In settlement of all of the claims referred to in this Consent Judgment against the  
22 Settling Defendant, the Settling Defendant shall pay, within ten (10) days of entry of this Consent  
23 Judgment, which ever is earlier, Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00). The  
24 payments required by the preceding sentence may be made payable to KELC and shall  
25 subsequently and within a commercially reasonable time be divided by KELC as follows: (i) fifty  
26 percent (50%) shall be paid to KELC for attorneys fees and costs incurred by KELC on behalf of

1 Plaintiff in investigating this matter and negotiating this Consent Judgment on behalf of itself and  
2 the general public, (ii) fifty percent (50%) shall, subject to Paragraph 2.2 below, be distributed by  
3 KELC at the direction of MEJF among the following non-profit organizations: Californians for  
4 Alternatives to Toxics; the Center for Ethics and Toxics, a project of the Tides Foundation; the  
5 Center on Race, Poverty and the Environment; the Ecological Rights Foundation; the  
6 Environmental Protection Information Center; the Golden Gate University School of Law  
7 Environmental Litigation Clinic; KPFA Radio; and Pacifica Reporters Against Censorship.

8         2.2     MEJF and KELC represent and warrant that each of the organizations identified in  
9 Paragraph 2.1(ii) above is a tax exempt, section 501(c)(3) non-profit organization and that funds  
10 distributed to these organizations pursuant to this Consent Judgment may only be spent to reduce  
11 harm from toxic chemicals, or to increase consumer, worker and community awareness of health  
12 hazards posed by lead and other toxic chemicals.

13         2.3     Except as specifically provided in this Consent Judgment, each side shall bear its  
14 own costs and attorney's fees.

### 15     3.     **ENTRY OF CONSENT JUDGMENT**

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

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

19         4.1     For purposes of Section 4 of this Consent Judgment, the term Settling Defendant  
20 shall include the Settling Defendant, as defined above, and its past, present and future parents,  
21 divisions, subdivisions, brands, subsidiaries and affiliates and the predecessors, successors and  
22 assigns of any of them as well as their past, present and future officers, directors, employees,  
23 agents, attorneys, representatives, shareholders and assigns. For purposes of Section 4, the term  
24 Settling Defendant shall also be deemed to include the Settling Defendant's supplier of Covered  
25 Products, but only with respect to those Covered Products that such supplier manufactures for the  
26 Settling Defendant. A list delineating some, but not necessarily all, of the names of the various

1 business entities and brands or product types referred to in this Paragraph and in existence on or  
2 before the date of this Consent Judgment is attached hereto as Exhibit C.

3 4.2 As to Covered Products, this Consent Judgment is a final and binding resolution  
4 between Plaintiff acting on behalf of itself and, (as to those matters referenced in the Notice  
5 Letters) in the public interest pursuant to Health and Safety Code Section 25249.7(d) and the  
6 general public pursuant to Business and Professions Code Section 17204 and the Settling  
7 Defendant of: (a) any violation of Proposition 65; or, (b) with respect to exposures to the  
8 Proposition 65 Chemicals associated with the use of Covered Products; or (c) with respect to  
9 exposures to the Proposition 65 Chemicals associated with the use of Covered Products, any other  
10 statutory or common law claim, to the fullest extent that any such claims were or could have been  
11 asserted by any person or entity against the Settling Defendant based on its or their exposure of  
12 persons to chemicals contained in or otherwise associated with the use of Covered Products  
13 manufactured, sold or distributed by, for or on behalf of the Settling Defendant and/or their alleged  
14 failure to provide a clear and reasonable warning of such exposure to such individuals; or (d) as to  
15 exposures to chemicals contained in or otherwise associated with the use of Covered Products, any  
16 other claim based in whole or part on the facts alleged in the Complaints or Notice Letters, whether  
17 based on actions or omissions committed by the Settling Defendant or any other entity within the  
18 Settling Defendant's chain of distribution, including, but not limited to, customers, wholesale or  
19 retail sellers or distributors and any other person in the course of doing business ("Downstream  
20 Entity").

21 4.3 As to any claims, violations (except violations of this Consent Judgment), actions,  
22 damages, costs, penalties, or causes of action which may arise or have arisen after the original date  
23 of entry of this Consent Judgment, compliance by the Settling Defendant with the terms of this  
24 Consent Judgment shall be deemed to constitute its full and complete compliance with Proposition  
25 with respect to the provision of warnings for chemicals contained in or otherwise associated with  
26 the use of Covered Products, provided that the concentrations of those chemicals other than lead are

1 materially similar to that associated with the Covered Products with respect to Proposition 65 at the  
2 time this Consent Judgment is entered.

3 4.4 Notwithstanding Sections 4.2 or 4.3 above, as to all customers, distributors,  
4 wholesalers, retailers or any other Downstream Entity, except as otherwise indicated in Section 4.5  
5 below, which may in the course of doing business use, maintain, distribute, or sell Covered  
6 Products which are manufactured, distributed or sold by the Settling Defendant (including Covered  
7 Products which are privately labeled by the Settling Defendant for a Downstream Entity), Plaintiff  
8 (acting on behalf of itself and, as to those matters raised in the Notice Letters, on behalf of the  
9 general public) waives all rights to institute any form of legal action whether under Proposition 65  
10 or the Unfair Competition Act or otherwise, arising out of or resulting from or related directly or  
11 indirectly to, in whole or in part, exposure to, or otherwise associated with the use of and alleged  
12 failure to warn with respect to Proposition 65 Chemicals contained in Covered Products.

13 4.5 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 (as defined in Section 7.6 below) unless  
19 such employer makes Proposition 65 warning information available to its employees in the manner  
20 specified in Section 7.6 below or as otherwise permitted by 8 Cal. Code Regs. § 5194.

21 4.6 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  
23 of 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  
RELEASE, WHICH IF KNOWN BY HIM MUST HAVE

1                   **MATERIALLY AFFECTED HIS SETTLEMENT WITH THE**  
2                   **DEBTOR.**

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

16           4.7    The Settling Defendant waives all rights to institute any form of legal action against  
17 Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal actions  
18 undertaken or statements made in the course of such legal actions to seek enforcement of this action  
19 and judgment.

20           **5.    ENFORCEMENT OF JUDGMENT**

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

24           **6.    MODIFICATION OF JUDGMENT**

25           This Consent Judgment may be modified only upon written agreement of the Parties and  
26 upon entry of a modified amended Consent Judgment by the Court, or upon motion of any Party as

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

12 **7. INJUNCTIVE RELIEF**

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

1           7.2     Covered Products manufactured and shipped for distribution to or sale in California  
2 on or after the Effective Date that do not meet the warning exemption standard set forth in Section  
3 7.1 of this Consent Judgment and are not exempt pursuant to Section 7.3 shall be accompanied by a  
4 warning as described in Section 7.4 below. For purposes of this Section, 120 days after the entry of  
5 this Consent Judgment shall be considered the "Effective Date."

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

1           7.3.1 MEJF and KELC interprets categories 9 – 13 of Exhibit E; category 3 of the non-  
2 exempt list; and categories 1 and 3 of the non-owners manual list, collectively and in application, to  
3 mean that Cords used with Covered Products are not exempt as infrequently handled if they can be  
4 used with a portable product or can be plugged into the front of a non-portable product or are  
5 installed in such a way as will be regularly handled as part of normal use of the product.  
6 Conversely, Cords -- even if separately packaged for retail sale -- which are used with non-portable  
7 Covered Products in such a way as to not be regularly handled as part of normal use of the Covered  
8 Product or Cords which are installed in a way that the Cord itself is permanently installed or is not  
9 likely to be handled as part of the normal use of the Covered Product, are exempt as infrequently  
10 handled.

11           7.4     Should the Settling Defendant's Covered Products require Proposition 65 warnings  
12 under Section 7.2, the Settling Defendant shall, except as otherwise provided in Section 7.5 below,  
13 either provide one of the warnings described below or any other Proposition 65 warning that has  
14 been reviewed and approved in writing by the California Attorney General for use with Covered  
15 Products regarding their thermoset/thermoplastic-coated wires and/or cables:

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

19                   or

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

23                   or

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

1 The word "WARNING" shall be in all capital letters and in bold typeface. The hand-washing  
2 admonition shall be in bold typeface and italicized. Inclusion of the bracketed words "cancer, and"  
3 in the above warning shall be at the Settling Defendant's option.

4 7.5 Unless otherwise indicated herein, the warning required or authorized in Sections  
5 7.4 shall be given by having it: (a) affixed to the Covered Product itself or to the unit package of  
6 such Covered Product; (b) printed on the Covered Product itself or on the unit package of such  
7 Covered Product; (c) displayed on an internet site for those units of Covered Products sold on the  
8 internet; (d) included in the owner's manual if the conditions set forth in Section 7.9 below are  
9 satisfied ("Owner's Manual Warning"); or, (e) printed on the invoice issued directly to the  
10 consumer by the Settling Defendant to confirm the sale, where the Settling Defendant sells Covered  
11 Products directly to consumers by telephone, mail order, or internet sale, but never has physical  
12 possession of the Covered Product or its packaging.

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

1 packaging, provided that i) the cardstock or paper containing the warning is not white or uncolored  
2 and contains only the warning language, and ii) a substantial portion of the exterior of the  
3 packaging material is transparent.

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

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

16 7.9 A warning in the owner's manual of a Covered Product may be used to satisfy the  
17 warning requirements of this Section 7 only under the following circumstances: the Covered  
18 Product (i) may cause serious injury or bodily harm (other than by means of fire or electrocution)  
19 unless used as directed; or (ii) is sophisticated, difficult to understand or install, set-up, or assemble;  
20 or (iii) has one or more features a consumer must read about in order to know how to program or  
21 use the Covered Product. However, a Covered Product may not utilize an owner's manual warning  
22 if it meets the following criteria: (a) the Covered Product is unlikely to cause serious injury or  
23 bodily harm other than by means of fire or electrocution; (b) the Covered Product is easily  
24 assembled or programmed by an ordinary consumer without need to reference instructions; and (c)  
25 fundamental operation of the Covered Product is easily understood and commonly performed by an  
26 ordinary consumer without training or need to reference operating instructions. Exhibit F contains

1 a list of Covered Products/product types for which Owner's Manual Warnings are deemed to be an  
2 allowable method of communicating the warnings required by this Section 7. Plaintiffs have  
3 previously provided the California Attorney General's Office and the Settling Defendant with a list  
4 of Covered Products/product types for which Owner's Manual Warnings are deemed not to be an  
5 allowable method of communicating the warnings required by this Section 7 (the "Non-Owner's  
6 Manual Product List"). Exhibit F and the Non-Owner's Manual Product List may be used as  
7 guidance in determining whether the criteria for use of owner's manual warnings set forth in this  
8 Section are satisfied. Exhibit F and the Non-Owner's Manual Products List may also be used by  
9 the Parties in the course of dispute resolution pursuant to Section 9.

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

23 7.11 The requirement for product labeling, set forth herein, is imposed pursuant to the  
24 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive  
25 method of providing a warning under Proposition 65 and its implementing regulations.  
26

1 **8. ADDED INFREQUENTLY HANDLED PRODUCTS**

2 Exhibit E contains a list of Infrequently Handled Products that are deemed to meet the  
3 criteria of Section 7.3(a) and, therefore, deemed to be exempt from Proposition 65 warning  
4 requirements. The Products appearing on Exhibit E and the Non-Exempt Products List may be  
5 used as guidance to interpret the criteria of Section 7.3(a).

6 **9. DISPUTE RESOLUTION**

7 Wherever this Consent Judgment provides that the Settling Defendant may invoke the  
8 Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling  
9 Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff,  
10 setting forth the dispute and the basis for the Party's position. The Parties interested in the dispute  
11 shall then meet and confer in good faith within sixty (60) days to determine whether the dispute  
12 may be resolved in order to avoid further litigation of the issue, unless both Parties waive, in  
13 writing, notice and the opportunity to meet and confer. In the event that Plaintiff fails to meet and  
14 confer within the sixty (60) day period, the Settling Defendant's position shall be deemed to have  
15 prevailed. In the event that, after meeting and conferring, Plaintiff disapproves or disagrees with a  
16 position taken by the Settling Defendant, Plaintiff shall notify the Settling Defendant in writing,  
17 sent by an overnight delivery service requiring a signature upon delivery, within 14 (fourteen) days  
18 of meeting and conferring. Should the Plaintiff do so and should the Settling Defendant wish to  
19 pursue its position, the Settling Defendant shall then seek to have the California Attorney General  
20 concur with the Settling Defendant's position. If the California Attorney General concurs in  
21 writing with the Settling Defendant, the Settling Defendant shall provide notice thereof to Plaintiff  
22 and the Settling Defendant's view shall prevail. If, however, the California Attorney General does  
23 not concur with the Settling Defendant within ninety (90) days of the date on which the Settling  
24 Defendant sought the California Attorney General's concurrence, the Settling Defendant shall have  
25 the right to bring the issue to the Court by noticed motion for its de novo review and, provided that  
26 it is proceeding in good faith, shall not be subject to further penalties during the pendency of such

1 motion and/or if the motion is not contested by Plaintiff. In the event that the Plaintiff chooses to  
2 contest such a motion and prevails, 1) the Settling Defendant shall be deemed to be in compliance  
3 with the terms of this Consent Judgment provided that it implements the warning requirements  
4 imposed as the result of the Court's determination within ninety (90) days that the Court's  
5 determination is final; and 2) Plaintiff may elect to seek to recover its attorney fees incurred in  
6 association with such motion as provided for by California Civil Procedure Code Section 1021.5.

7 **10. TERMINATION**

8 The Settling Defendant may elect (but is not required) to terminate its participation in this  
9 Consent Judgment beginning on January 31, 2009 or any date thereafter by means of filing with the  
10 court and serving on the Plaintiff, the California Attorney General, and counsel of record to the  
11 Settling Defendant with a notice of termination. In the event of the exercise of such an election, the  
12 Settling Defendant's obligations and rights and benefits hereunder shall immediately be deemed to  
13 cease to exist.

14 **11. APPLICATION OF JUDGMENT**

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

18 **12. AUTHORITY TO STIPULATE**

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

22 **13. NOTICES**

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

1 **14. RETENTION OF JURISDICTION**

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

3 **15. ENTIRE AGREEMENT**

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

10 **16. GOVERNING LAW**

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

14 ///

15 ///

16 ///

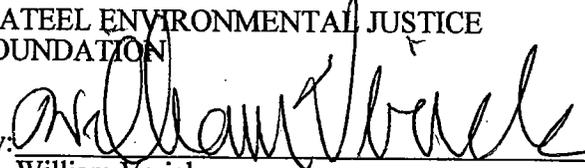
1 **17. COURT APPROVAL**

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

5  
6 IT IS SO STIPULATED:

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

8 MATEEL ENVIRONMENTAL JUSTICE  
9 FOUNDATION

10 By:   
11 William Verick

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

13 METRA ELECTRONICS CORP.

14 By: \_\_\_\_\_

15  
16  
17  
18 IT IS SO ORDERED.

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

20 JUDGE, SUPERIOR COURT OF CALIFORNIA

1 **17. COURT APPROVAL**

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

5  
6 IT IS SO STIPULATED:

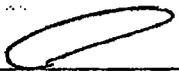
7 DATED: \_\_\_\_\_

8 MATEEL ENVIRONMENTAL JUSTICE  
9 FOUNDATION

10 By: \_\_\_\_\_  
11 William Verick

12 DATED: 7/12/06

13 METRA ELECTRONICS CORP.

14  
15 By:  \_\_\_\_\_ C.F.O.  
16 Anthony Guidice  
17 VICE PRESIDENT AND C.F.O.

18 IT IS SO ORDERED  
19 SEP 01 2006

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

21 RONALD E. QUIDACHAY  
22 \_\_\_\_\_  
23 JUDGE, SUPERIOR COURT OF CALIFORNIA  
24  
25  
26

EXHIBIT A

(Copy of 60-Day Notice Letter)

1  
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# Klamath

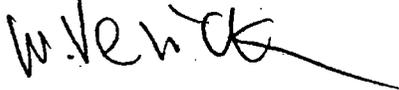
April 1, 2005

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 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 April 1, 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

# 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  
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  
DOWNTOWNVILLE, CA 95906

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 95665

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

Jan Akerberg, President  
ATD Tools, Inc.  
160 Enterprise Drive  
Wentzville, MO 63385

Elliot Azoulay, President  
E.S.I. Cases & Accessories, Inc.  
14B 53rd Street  
Brooklyn, NY 11232

Aylwin B. Lewis, President  
Kmart Holding Corporation  
3100 W. Big Beaver Rd.  
Troy, MI 48084

Aylwin B. Lewis, President  
Kmart Corporation  
3100 W. Big Beaver Rd.  
Troy, MI 48084

Aylwin B. Lewis, President  
Sears Holdings Corporation  
3333 Beverly Rd.  
Hoffman Estates, IL 60179

William H. Jones, Jr., President  
Metra Electronics Corp.  
460 Walker St.  
Holly Hill, FL 32117

Herschel Naghi, President  
Nyko Technologies, Inc.  
1990 Westwood Blvd.  
Penthouse Suite  
Los Angeles, CA 90025

President or Ceo  
Prospect Partners, LLC  
200 W Madison St, Ste 2710  
Chicago, IL 60606

John J Moser  
Q Industries  
3440 Youngfield St  
Wheat Ridge, CO 80033

Bruce Cazenave, President  
Dorel Juvenile Group, Inc.  
2525 State Street  
Columbus, IN 47201

Dan Sheehan, President  
Winplus North America, Inc.  
373 Vanness Ave Ste 200  
Torrance, CA 90501

## PRODUCT LIST

### ATD TOOLS

RHINO TOOLS 25" PORTABLE ANGLE FLORESCENT LIGHT #RHO-9000 Uniform Product Code Number: 663126 090005. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Rhino Tools 25" Portable Angle Florescent Light.

### E.S.I. CASES & ACCESSORIES, INC.

WIRELESS GEAR DELUXE HANDS FREE WITH VOLUME CONTROL MODEL PR951 Uniform Product Code Number: 680988 180033. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Wireless Gear Deluxe Hands Free with Volume Control.

### KMART

1ST AUTO DC TO DC ADAPTOR #0-824026-116 Uniform Product Code Number: 072000 796283. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the 1st Auto Dc to Dc Adaptor.

1ST AUTO 4 IN ONE ADAPTOR #0-824015-119 Uniform Product Code Number: 072000 79627. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the 1st Auto 4 in One Adaptor.

### METRA ELECTRONICS CORP

METRA RCA AUDIO CABLES #CK-RCA17 Uniform Product Code Number: 086429 083305. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Metra RCA Audio Cables.

METRA RCA AUDIO #CK-RCA6 UPC: 086429 083299. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Metra RCA Audio Cables.

METRA RCA AUDIO #CK-RCA3 UPC: 086429 083282. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Metra RCA Audio Cables.

### NYKO TECHNOLOGIES, INC.

NYKO POWER CORD REPLACEMENT AC CORD ITEM #80017-H17 Uniform Product Code Number: 743840 800170. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Nyko Power Cord Replacement Ac Cord.

### OPTRONICS PRODUCTS COMPANY, INC., SUBSID OF PROSPECT PARTNERS, LLC

OPTRONICS 12V HANDHELD SPOTLIGHT MODEL QH-100 Uniform Product Code Number: 047286 110108. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Optronics 12v Handheld Spotlight.

### Q INDUSTRIES

SUPERFLOW PORTABLE HIGH-VOLUME AIR COMPRESSOR MODEL HV40 Uniform Product Code Number: 891932 000509. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Superflow Portable High-volume Air Compressor.

### SAFETY 1<sup>ST</sup> AKA DOREL JUVENILE, INC.

SAFE GLOW 2 RECEIVER MONITOR 08039 Uniform Product Code Number: 052181 080395. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Safe Glow 2 Receiver Monitor.

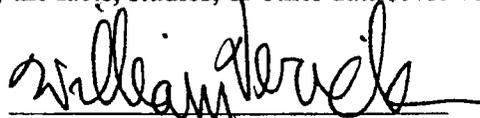
### WINPLUS NORTH AMERICA, INC

TOURING ITEMS TYPE S DASH MOOD LIGHT SET #10416 Uniform Product Code Number: 643334 104169. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Touring Items Type S Dash Mood Light Set.

**CERTIFICATE OF MERIT**

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

Dated: April 1, 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 April 1, 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 April 1, 2005, at Eureka, California.

  
ALISON NICHOLS

1 EXHIBIT B

2 (Address for Notice Under Consent Judgment)

3  
4  
5 METRA ELECTRONICS, CORP.

6 Mr. Tony Guidice  
7 Metra Electronics Corporation  
8 460 Walker Street  
9 Holly Hill, FL 32117

10 With a copy to:

11 Chobbee Ebbets, Esq.  
12 Ebbets, Armstrong & Traster  
13 210 South Beach Street, Suite 200  
14 Daytona Beach, FL 32114  
15 (386) 253-2288

16 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

17 William Verick  
18 Klamath Environmental Law Center  
19 424 First Street  
20 Eureka, CA 95501  
21 Tel: 707-268-8900  
22 Fax: 707-268-8901  
23  
24  
25  
26

EXHIBIT C

(Optional List of Certain Brand Names and Product Type)

A. Brand Names:

B. Product Types:

METRA RCA AUDIO # CK-RCA17, Uniform Product Code Number: 086429 083305;

METRA RCA AUDIO # CK-RCA6, Uniform Product Code Number: 08629 083299;

METRA RCA AUDIO # CK-RCA3, Uniform Product Code Number: 08629 083282

1 EXHIBIT D

2 (Exemplar of Optional Testing Protocol)

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

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

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

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

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

15 Step 6. Compute the arithmetic mean from the three samples.  
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EXHIBIT E

(Infrequently Handled Products)

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

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40	Compaq
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	Convactor 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)

1	83	Electronic White Board/Print Board Power Cords and Cables
2	84	Espresso & Cappucino Makers
3	85	Facial Spas
4	86	Factory Automation Equipment (industrial systems, not for home use)
5	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).
6	88	Fax Machines
7	89	Fire Alarm cable
8	90	Fish Roaster
9	91	Flatbread Maker
10	92	Food Processor/Chopper (not including hand-held models)
11	93	Fountain, Decorative
12	94	Freezer
13	95	Garbage Disposals and associated cords (whether sold separately or with product)
14	96	Generators (large systems with only grounding wire)
15	97	Hair Clippers (cordless models only)
16	98	Hair Dryer (only models with retractable cord)
17	99	Hair setter (rollers only, not curling irons)
18	100	Ham and Two-Way Radio and Accessories and Adapters (not handset cords, unless microphone is designed on stand with switch)
19	101	Hard Disk Recorder peripheral and power cords (not including those for portable computers)
20	102	Headphones (cordless models only)
21	103	Headset with Earphone and Microphone (cordless models only)
22	104	Hole punch
23	105	Hot Lather Machine
24	106	Hot Lotion dispenser
25	107	Hot Pot/Kettle/Tea Brewer (if cord attaches to separate base unit)
26	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)

1	126	Mixer (non-hand-held models only)
2	127	Mobil telephone battery cables (internal wires and cords only)
3	128	Mobile telephone accessories (only those using corded base charging unit or permanently installed in automobiles)
4	129	Mobile video screens designed for permanent installation (such as for use in automobiles or boats)
5	130	Multi-function office support device (combines functions such as copier, printer, fax machine, PBX, voice mail into one)
6	131	Neon sign & oil burner ignition cable
7	132	NIC/Modem cables
8	133	Optical Cable/Stereo Optical Cords (unless designed to plug into front of system)
9	134	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
10	135	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
11	136	Ovens
12	137	Over-Range Microwave Ovens/Hoods
13	138	Paper shredder
14	139	Paraffin/wax Bath for Hands
15	140	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
16	141	Pencil sharpener
17	142	Personal Hygiene System and associated power cord
18	143	Pest Repeller
19	144	Pet Cage Dryers
20	145	Portable Dishwasher
21	146	Portable heater (only if designed for permanent installation)
22	147	Portable Washer
23	148	Postage meters
24	149	Postal scales
25	150	Potpourri heater
26	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)

1	169	Roaster Oven
2	170	Rope Lights (other than holiday string lights) if designed for permanent/long term installation
3	171	Satellite dish
4	172	Scales
5	173	Scanner antenna
6	174	Shavers - Cordless w/Corded Recharger Base only
7	175	Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
8	176	Smoke detector (internal wires or if designed for permanent/long term installation)
9	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)
10	178	Stapler
11	179	Steam cooker
12	180	Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
13	181	Surge protector
14	182	Telecom Data Cable (installed)
15	183	Telecom Power Cable (installed)
16	184	Tele-Homecare System (power cords)
17	185	Telephone power and data cord (phone to wall cords only)
18	186	Television (except small mobile models with attached/built in handle or carrying case)
19	187	Television Antenna
20	188	Television distribution system/swapper
21	189	Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
22	190	Television peripheral cords (unless designed for use with devices that plug into the front of the set)
23	191	Thermostat Cable
24	192	Toaster
25	193	Toaster Oven
26	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
	210	Ignition Cable for Gas Tube Signage

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

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8 Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION  
9

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12  
13 COUNTY OF SAN FRANCISCO

14  
15 MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

16 Plaintiff,

17  
18 vs.

19 ATD TOOLS, INC., et al.,

20 Defendants.  
21 \_\_\_\_\_/

CASE NO. 442968

~~[Proposed]~~ ORDER  
APPROVING SETTLEMENT  
(Metra Electronics Corp.)

Date: September 1, 2006  
Time: 9:30 a.m.  
Dept. No.: 302

22  
23 Plaintiff's motion for approval of settlement and entry of Consent Judgment as to  
24 Defendant **Metra Electronics Corp** was heard on regular noticed motion on September 1, 2006,  
25 at 9:30 a.m. in Department No. 302. Having reviewed the pleadings and the moving papers,  
26 having reviewed the terms of the proposed consent judgment and having considered the  
27 arguments of counsel, the Court finds as follows:

28 1. The warnings and reformulation the Consent Judgment requires comply with the

ENDORSED  
FILED  
San Francisco County Superior Court

SEP 01 2006

GORDON PARK-LI, Clerk

BY: \_\_\_\_\_  
Deputy Clerk

1 requirements of Proposition 65.

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

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

6  
7           IT IS SO ORDERED.

8  
9 Dated: SEP 01 2006

**RONALD E. QUIDACHAY**  
\_\_\_\_\_  
Judge of the Superior Court