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ENDORSED  
FILED  
San Francisco County Superior Court

JAN 23 2007

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

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

10 MATEEL ENVIRONMENTAL JUSTICE  
11 FOUNDATION,

12 Plaintiff,

13 v.

14 AMSCAN, INC., et al.

15 Defendants.  
16

Case No. CGC-06-449268

(JCR)  
~~[PROPOSED]~~ CONSENT JUDGMENT  
AS TO AMSCAN, INC.; AND WINPLUS  
NORTH AMERICA, INC.

1       1.       **INTRODUCTION**

2           1.1       On or about October 17, 2005, the Mateel Environmental Justice Foundation (“MEJF”  
3 or "Plaintiff") and its attorneys, Klamath Environmental Law Center (“KELC”) sent a 60 Day Notice  
4 Letter ("Notice Letter") 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 of  
6 California cities with populations exceeding 750,000 (collectively, “Public Enforcers”), charging  
7 certain businesses, including Amscan Inc., with violating the Safe Drinking Water and Toxic  
8 Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.  
9 (“Proposition 65”), in their manufacture, distribution and/or sale of wires and cables coated with  
10 polyvinyl chloride (“PVC”). Specifically, MEJF alleged that persons handling the PVC-coated wires  
11 and cables were exposed to certain chemicals, listed under Proposition 65, including cadmium,  
12 hexavalent compounds of chromium, vinyl chloride, lead and lead compounds, lead acetate, lead  
13 phosphate, lead subacetate and di(2ethylhexyl) phthalate.

14           1.2       On or about April 1, 2005, MEJF and its attorneys, KELC sent a Notice Letter to the  
15 California Attorney General and other Public Enforcers, charging certain businesses, including  
16 Winplus North America, Inc., with violating Proposition 65 in their manufacture, distribution and/or  
17 sale of wires and cables coated with PVC. Specifically, MEJF alleged that persons handling the  
18 PVC-coated wires and cables were exposed to certain chemicals, listed under Proposition 65,  
19 including cadmium, hexavalent compounds of chromium, vinyl chloride, lead and lead compounds,  
20 lead acetate, lead phosphate, lead subacetate and di(2ethylhexyl) phthalate.

21           1.3       On or about February 7, 2006, MEJF, acting on behalf of itself, the public interest, and  
22 the general public for the matters described in the Notice Letter, filed a Complaint for civil penalties  
23 and injunctive relief (“Complaint”) in the San Francisco Superior Court, fashioned *MATEEL*  
24 *ENVIRONMENTAL JUSTICE FOUNDATION v. AMSCAN, INC., et al.*, Case No. CGC-06-449268,  
25 based on the Notice Letter. The Complaint alleged, among other things, that AMSCAN, INC.  
26 ("Amscan" or "Settling Defendant") violated Proposition 65 by manufacturing, marketing and/or  
27 distributing to California residents products that are themselves or which incorporate wires and cables  
28 that are PVC-coated and failing to provide clear and reasonable warnings to California residents who

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

3 1.4 On or about July 11, 2005, MEJF, acting on behalf of itself, the public interest, and the  
4 general public for the matters described in the Notice Letter, filed a Complaint for civil penalties and  
5 injunctive relief ("Complaint") in the San Francisco Superior Court, fashioned *MATEEL*  
6 *ENVIRONMENTAL JUSTICE FOUNDATION v. ATD TOOLS, et al.*, Case No. CGC-06-442968,  
7 based on the April 1, 2005 Notice Letter. The Complaint alleged, among other things, that  
8 WINPLUS NORTH AMERICA, INC. ("WINPLUS" or "Settling Defendant") violated  
9 Proposition 65 by manufacturing, marketing and/or distributing to California residents products that  
10 are themselves or which incorporate wires and cables that are PVC-coated and failing to provide clear  
11 and reasonable warnings to California residents who handle and use such products that the handling  
12 and use of those products in their normally intended manner will cause those persons to be exposed to  
13 Proposition 65 chemicals. As part of this settlement, and per the stipulation and agreement of the  
14 parties, the action against WINPLUS, in Case No., 06-442968, is dismissed without prejudice, and  
15 the complaint in the current action is amended such that it incorporates the allegations by MEJF  
16 against WINPLUS as alleged in Case No. 06-442968. Collectively, Amscan and Winplus are  
17 referred to herein as the "Settling Defendants" and together with MEJF, the "Parties".

18 1.5 MEJF represents that each of these actions is part of an ongoing effort to reduce the  
19 exposure of California consumers to lead used in PVC products, both through settlements which  
20 require reformulation and through prosecution of cases where required warnings have not been given.  
21 Each of the Settling Defendants represents and warrants that it is represented by competent counsel  
22 familiar with Proposition 65. In an effort to reduce the time and costs incurred by the Parties in  
23 presenting a settlement and proposed consent judgment for approval and the time and costs incurred  
24 by the Court in considering such approval, and as the cases each allege an exposure to lead caused by  
25 lead used in the thermoplastic coatings of the cords or wires of the products sold or distributed by the  
26 Settling Defendants, and as each Settling Defendant has agreed to the injunctive relief set forth  
27 herein, the parties have collectively agreed to enter into this single Consent Judgment.

1           1.6     For purposes of this Consent Judgment, the term “Covered Products” means products  
2 that are themselves, or that incorporate, utilize, or have appended to them, cords, and that are  
3 manufactured, distributed, marketed or sold by a Settling Defendant. The term Covered Products  
4 includes both such products that are subject to the Warning Requirements of Section 7, and those that  
5 are not, including those products that are exempted from the warning requirements of this Consent  
6 Judgment pursuant to Sections 7.2 or 7.3. The term “Covered Products” also includes products  
7 which are or were manufactured, distributed, marketed and/or sold by a Settling Defendant either  
8 under its own name or brand (e.g., privately labeled products) or under the name or brand of another.

9           1.7     For purposes of this Consent Judgment only, and without admitting liability, each  
10 Settling Defendant does not dispute that: (a) it is – or was at least at one point in time within the  
11 statutory period applicable to the action against such Settling Defendant – a business that employs or  
12 employed more than ten persons, and which does or did manufacture, distribute and/or sell Covered  
13 Products into the State of California; (b) the Covered Products contain one or more chemicals listed  
14 under Proposition 65; and (c) chemicals listed under Proposition 65 are known to the State of  
15 California to cause cancer and/or reproductive toxicity.

16           1.8     For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
17 jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction  
18 over each Settling Defendant as to the acts alleged in the Complaints and/or the Notice Letters, that  
19 venue is proper in the County of San Francisco and that this Court has jurisdiction to enter this  
20 Consent Judgment as a full settlement and resolution of the allegations contained in the Complaints  
21 and Notice Letters and of all claims which were or could have been raised by any person or entity  
22 based in whole or in part, directly or indirectly, on the facts alleged therein, arising there from or  
23 related thereto.

24           1.9     The Parties enter into this Consent Judgment to effectuate a full and final settlement  
25 of any and all claims between the Parties for the purpose of avoiding prolonged litigation. This  
26 Consent Judgment shall not constitute an admission with respect to any allegation of the Complaints,  
27 and each Settling Defendant denies each and every allegation of the Complaint brought against that  
28 Settling Defendant. Neither this Consent Judgment nor compliance with it may be used as evidence

1 of any wrongdoing, misconduct, culpability or liability on the part of any Settling Defendant. Each  
2 Settling Defendant maintains that its Covered Products have at all times complied with all applicable  
3 laws, including Proposition 65.

4 2. **SETTLEMENT PAYMENT**

5 2.1 In settlement of all of the claims referred to in this Consent Judgment against the  
6 Settling Defendant:

7 (a) Unless otherwise agreed, each Settling Defendant shall arrange so that Klamath  
8 Environmental Law Center, 424 First Street, Eureka, CA 95501 has received a payment in the  
9 amount of \$32,500 on or before October 13, 2006, and KELC shall distribute each sum as follows:

10 (i) \$ 17,500 shall be paid to KELC for attorneys fees and costs incurred by KELC on  
11 behalf of Plaintiff in investigating these matters, prosecuting this action and negotiating a settlement  
12 with each Settling Defendant on behalf of itself and the general public;

13 (ii) \$15,000 shall, subject to Paragraph 2.2 below, be made payable to KELC and  
14 within a commercially reasonable time distributed by KELC at the direction of MEJF among the  
15 following non-profit organizations: Californians for Alternatives to Toxics; the Center for Ethics and  
16 Toxics, a project of the Tides Foundation; the Center on Race, Poverty and the Environment; the  
17 Ecological Rights Foundation; the Environmental Protection Information Center; the Golden Gate  
18 University School of Law Environmental Litigation Clinic;

19 (iii) In the event this motion has not been approved by the Court within 120 days of  
20 the October 13, 2006 date, the funds shall be returned to counsel for each Settling Defendant, and the  
21 settlement shall be deemed null and void.

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

27 2.2 Except as specifically provided in this Consent Judgment, each side shall bear its own  
28 costs and attorney's fees.

1 3. **ENTRY OF CONSENT JUDGMENT**

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

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

5 4.1 For purposes of this Section 4, the term Settling Defendant shall include each Settling  
6 Defendant, as defined above, and its past, present and future parents, divisions, subdivisions, brands,  
7 subsidiaries and affiliates and the predecessors, successors and assigns of any of them, as well as  
8 their past, present and future officers, directors, employees, agents, attorneys, representatives,  
9 shareholders and assigns. For purposes of this Section 4, the term Settling Defendant shall also be  
10 deemed to include, to the extent permissible under applicable law, the Settling Defendant's supplier  
11 of Covered Products, but only with respect to those Covered Products that such supplier  
12 manufactures for the Settling Defendant.

13 4.2 As to Covered Products, this Consent Judgment is a final and binding resolution  
14 between Plaintiff acting on behalf of itself and, as to those matters referenced in the Notice Letters  
15 and Complaint, in the public interest pursuant to Health and Safety Code Section 25249.7(d), and the  
16 Settling Defendant, of: (a) any violation of Proposition 65; and (b) with respect to exposures to the  
17 Proposition 65 chemicals associated with the use of Covered Products, any other statutory or  
18 common law claim, to the fullest extent that any such claims were or could have been asserted by any  
19 person or entity against the Settling Defendant based on its or their alleged exposure of persons to  
20 chemicals contained in or otherwise associated with the use of Covered Products manufactured, sold  
21 or distributed by, for or on behalf of the Settling Defendant and/or their alleged failure to provide a  
22 clear and reasonable warning of such exposure to such individuals; and (c) as to exposures to  
23 chemicals contained in or otherwise associated with the use of Covered Products, any other claim  
24 based in whole or part on the facts alleged in the Complaints or Notice Letters, whether based on  
25 actions or omissions committed by the Settling Defendant or any other entity within the Settling  
26 Defendant's chain of distribution, including, but not limited to, customers, wholesale or retail sellers  
27 or distributors and any other person in the course of doing business ("Downstream Entity").  
28

1           4.3     As to any claims, violations (except violations of this Consent Judgment), actions,  
2 damages, costs, penalties, or causes of action which may arise or have arisen after the original date of  
3 entry of this Consent Judgment, compliance by the Settling Defendant with the terms of this Consent  
4 Judgment shall be deemed to constitute its full and complete compliance with Proposition 65 with  
5 respect to the provision of warnings for chemicals contained in or otherwise associated with the use  
6 of Covered Products, provided that the concentrations of those chemicals other than lead are  
7 materially similar to that associated with the Covered Products at the time this Consent Judgment is  
8 entered.

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

19           4.5     In furtherance of the foregoing, Plaintiff hereby waives any and all rights and  
20 benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of  
21 Section 1542 of the California Civil Code, which provides as follows:

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

28 Plaintiff understands and acknowledges that the significance and consequence of its waiver of  
California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters raised  
in the Notice Letters, any person or entity on whose behalf they purport to act or could act, suffers

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

11 4.6 The Settling Defendant waives all rights to institute any form of legal action against  
12 Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal actions  
13 undertaken or statements made in the course of such legal actions to seek enforcement of this action  
14 and judgment.

15 **5. ENFORCEMENT OF JUDGMENT**

16 5.1 The injunctive terms of this Consent Judgment shall be enforced exclusively by the  
17 Parties hereto by means of noticed motion or order to show cause before the Superior Court of San  
18 Francisco County.

19 5.2 If the Plaintiff identifies Covered Products sold in California for which warnings are  
20 required under Section 7 and such warnings are not actually being given (“Default”), prior to taking  
21 any other enforcement action based on the Default, Plaintiff, within thirty (30) days of having  
22 knowledge of the Default, shall notify the responsible Settling Defendant in writing with confirmable  
23 delivery (“Notice of Default”). The Notice of Default shall identify the Covered Product by product  
24 name, description and, if available, identification code(s) as well as the dates on and locations at  
25 which all Defaults were observed. In the event that the Settling Defendant notifies Plaintiff within  
26 thirty (30) days of receiving the Notice of Default that it will implement, within forty (40) days  
27 thereafter, such measures as are necessary to correct the Defaults (“Notice of Cure”), and includes  
28 with the Notice of Cure a payment of five thousand dollars (\$5,000), of which three thousand dollars



1 (\$3,000) shall be paid to MEJF as attorney's fees and investigative costs and two thousand dollars  
2 (\$2,000) shall be paid to MEJF as a civil penalty to be divided as required by statute, plaintiff will  
3 take no further action based on the Default. No Notice of Default shall be required of any subsequent  
4 violations of the Consent Judgment by that Settling Defendant and plaintiff shall be free to pursue  
5 any available enforcement action or remedy without prior notice

6 **6. MODIFICATION OF JUDGMENT**

7 6.1 This Consent Judgment may be modified only upon written agreement of the Parties  
8 and upon entry of a modified amended Consent Judgment by the Court, or upon motion of any Party  
9 as provided by law and upon entry of a modified amended Consent Judgment by the Court.

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

19 **7. INJUNCTIVE RELIEF**

20 7.1 As to Covered Products, warnings as described in paragraph 7.4 below are required,  
21 unless: (1) the reformulation conditions set forth in Section 7.2 (a) and (b) are both met; (2) the  
22 Covered Product is an Infrequently Handled product as defined in Section 7.3; (3) the Covered  
23 Products are distributed for retail sale before the Effective Date, (4) the Covered Products are  
24 distributed for retail sale outside of the State of California; or (5) the Covered Products use cords only  
25 as internal components not normally accessible to the consumer during ordinary use.

26 7.2 Reformulation conditions include both of the following: (a) The PVC used in the  
27 wire coating shall have no lead as an intentionally added constituent; and (b) A representative sample  
28 of the bulk PVC used to manufacture the wire coatings of the Covered Products has shown lead

1 content by weight of less than 0.03% (300 parts per million “300 ppm”), using a test method of  
2 sufficient sensitivity to establish a limit of quantification (as distinguished from detection) of less  
3 than 300 ppm. Compliance may be met by relying on information obtained from suppliers of the  
4 Covered Products provided such reliance is in good faith.

5 7.3 Infrequently Handled Products.

6 Warning shall not be required for a Covered Product, which because of its size, weight  
7 or function has cords that are handled only infrequently (such as upon their installation in a setting  
8 where they are not typically plugged and unplugged) (“Infrequently Handled Products”). Exhibit C  
9 contains a list of Covered Products/product types that are deemed to meet the criteria for Infrequently  
10 Handled Products set forth in this Section 7.3 and are therefore exempt. Exhibit D is a list of  
11 Covered Products/product types that are deemed not to meet the criteria for Infrequently Handled  
12 Products set forth in this Section 7.3, and therefore are not exempt. This list was previously provided  
13 to the California Attorney General’s Office (“Non-Exempt Products List”). Exhibit C and Exhibit D  
14 may be used, in combination, as guidance in determining whether a Covered Products should be  
15 considered sufficiently “infrequently handled” to not require a warning.

16 7.4 If a warning is required, Settling Defendant shall provide a Proposition 65 warning  
17 for Covered Products as follows:

18 (a) A Settling Defendant shall provide the following warning statement for all  
19 units of Covered Products that: (i) are distributed, marketed, sold or shipped by Settling Defendant  
20 for retail sale to take place in California 90 days after the entry of this consent judgment (the  
21 “Effective Date”); and (ii) do not meet the requirements of paragraph 7.1:

22  
23 **PROP 65 WARNING: This product contains lead, a chemical known to the State**  
24 **of California to cause, [cancer, and] birth defects or other reproductive harm.**  
25 ***Wash your hands after handling this product.***

26 or

27 **PROP 65 WARNING: Handling the cords on this product exposes you to lead, a**  
28

1                   **chemical known to the State of California to cause [cancer, and] birth defects and**  
2                   **other reproductive harm. *Wash hands after use.***

3  
4                   or

5                   **PROP 65 WARNING: Handling the coated electrical wires of this product**  
6                   **exposes you to lead, a chemical known to the State of California to cause [cancer,**  
7                   **and] birth defects or other reproductive harm. *Wash hands after use.***

8  
9                   The phrase "PROP 65" may be excluded at the Defendant's discretion. If included,  
10                  the phrase "PROP 65" shall be in capitals. The word "WARNING" shall be in capitals. The  
11                  words "*Wash hands after handling this product*" or "*Wash hands after use,*" shall be  
12                  italicized or underlined. Inclusion of the bracketed words "cancer, and" in the above warning  
13                  shall be at Settling Defendant's option. The foregoing does not preclude any Settling  
14                  Defendant from adding a warning for additional Proposition 65 listed chemicals unless the  
15                  Attorney General takes the position that such a warning would be misleading or an  
16                  overwarning. Such warning shall be prominently affixed to or printed on each Covered  
17                  Product, its label, or package and contained in the same section of the label that contains other  
18                  safety warnings, if any, concerning the use of the Covered Product or near its displayed price  
19                  and/or UPC code, and with such conspicuousness, as compared with other words, statements,  
20                  designs, or devices on the Covered Product, its label, package or display as to render it likely  
21                  to be read and understood by an ordinary individual under customary conditions prior to the  
22                  purchase of the Covered Product. The warning shall be at least the same size as the largest of  
23                  any other safety warnings, if any.

24                  (b)       A warning, using the language in section (a) placed in the owner's  
25                  manual of a Covered Product may be used to satisfy the warning requirements of this Section  
26                  only if: the Covered Product (a) may cause serious injury or bodily harm (other than by  
27                  means of fire or electrocution) unless used as directed; or (ii) is sophisticated, difficult to  
28                  understand or install, set-up, or assemble; or (iii) has one or more features a consumer must

1 read about in order to know how to program or use the Covered Product. However, a  
2 Covered Product may not utilize an owner's manual warning if it meets the following criteria:  
3 (a) the Covered Product is unlikely to cause serious injury or bodily harm other than by means  
4 of fire or electrocution; (b) the Covered Product is easily assembled or programmed by an  
5 ordinary consumer without need to reference instructions; and (c) fundamental operation of  
6 the Covered Product is easily understood and commonly performed by an ordinary consumer  
7 without training or need to reference operating instructions. Exhibit E contains a list of  
8 Covered Products/product types for which owner's manual warnings are deemed to be an  
9 allowable method of communicating the warnings Exhibit F contains a list of Covered  
10 Products previously provided to the California Attorney General's Office for which owner's  
11 manual warnings are deemed not to be an allowable method of communicating the required  
12 warnings. Exhibit E and Exhibit F may be used, in combination, as guidance in determining  
13 whether the criteria for use of owner's manual warnings set forth in this Section are satisfied  
14 for any particular Covered Product.

15 (i) If the warning is given in the owners manual, it shall be placed  
16 in one of the following places in the manual: (1) the outside of the front cover; (2) the inside  
17 of the front cover; (3) the first page other than the cover; or (4) the outside of the back cover.  
18 The warning shall be printed or stamped in the manual or contained in a durable label or  
19 sticker affixed to the manual in a font no smaller than the font used for other safety warnings  
20 in the manual. Alternatively, the warning may be included in a safety warning section of the  
21 owner's manual consistent with specifications issued by Underwriters Laboratories.

22 (c) The requirement for product labeling set forth in subparagraphs (a) and  
23 (b) above is imposed pursuant to the terms of this Consent Judgment. The parties recognize  
24 that product labeling is not the exclusive method of providing a warning under Proposition 65  
25 and its implementing regulations.

26 (d) As to any Covered Products, if Proposition 65 warnings for lead or lead  
27 compounds no longer should be required, or if warning language different from that set forth in this  
28 Consent Judgment is required, because of a change or changes in law, or based on a California

1 Attorney General opinion letter specific as to the Covered Products, Settling Defendant shall have no  
2 further warning obligations pursuant to this Consent Judgment. In the event that Settling Defendant  
3 ceases to implement or modifies the warnings required under this Consent Judgment, Settling  
4 Defendant shall provide written notice to Plaintiff MEJF of its intent to do so, and of the basis for its  
5 intent, no less than thirty (30) days in advance. Plaintiff MEJF shall notify Settling Defendant in  
6 writing of any objection within thirty (30) days of its receipt of such notice, or such objection by the  
7 Plaintiff shall be waived.

8 7.5 Notwithstanding any other provision of this Consent Judgment, if or when a Settling  
9 Defendant has nine (9) or fewer employees [as defined by CCR Title 22 Section 12102(h)] it is  
10 released of any obligation to meet the injunctive provisions set forth in 7.1 through 7.4 above.  
11 However, if a Settling Defendant chooses, because of having nine (9) or fewer employees, or  
12 otherwise, to not comply with the injunctive provisions set forth in section 7.1 through 7.4, none of  
13 the releases set forth in this Consent Judgment which apply or concern other entities in the chain of  
14 distribution shall apply.

15 8. **TERMINATION**

16 The Settling Defendant may elect (but is not required) to terminate its participation in this  
17 Consent Judgment beginning on January 31, 2010 or any date thereafter by means of filing with the  
18 Court and serving notice of termination on the Plaintiff, the California Attorney General, and counsel  
19 of record for the Settling Defendant. In the event of the exercise of such an election, the Settling  
20 Defendant's obligations and rights and benefits hereunder shall immediately be deemed to cease to  
21 exist.

22 9. **APPLICATION OF JUDGMENT**

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

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27  
28

1 10. **AUTHORITY TO STIPULATE**

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

5 11. **NOTICES**

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

10 12. **RETENTION OF JURISDICTION**

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

12 13. **ENTIRE AGREEMENT**

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

19 14. **GOVERNING LAW**

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

22 15. **COURT APPROVAL**

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

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

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By:

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

AMSCAN, INC.

By:

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

WINPLUS NORTH AMERICA, INC.

By:

IT IS SO ORDERED.

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

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JUDGE, SUPERIOR COURT OF CALIFORNIA

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IT IS SO STIPULATED:

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

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By:

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

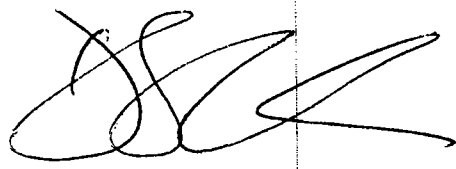
AMSCAN, INC.

By:

DATED: 1-22-2007

WINPLUS NORTH AMERICA, INC.

By:



IT IS SO ORDERED.

DATED: JAN 23 2007

**PATRICK J. MAHONEY**

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JUDGE, SUPERIOR COURT OF CALIFORNIA



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IT IS SO STIPULATED:

DATED: 1/13/07

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By: *William Verick*

DATED: 4/11/07

AMSCAN, INC  
By: *Michael A. ... CFO*

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

WINPLUS NORTH AMERICA, INC.

By:

IT IS SO ORDERED.

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

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JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT A  
(Copy Of 60-Day Notice Letters)

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# Klamath

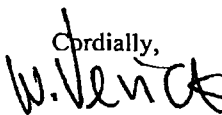
2005 SEP -9 A 10: 25

September 6, 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. Though a specific model or SKU or product number is given as an example, this notice pertains to all variations of the specific type of product of which the named model is an example. 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. The listed companies did not and do not provide people with clear and reasonable warnings before they expose them to lead. The above referenced violations have occurred every day since at least September 6, 2002 and will continue every day until the lead is taken out of these products or until warnings are given. These violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any of these products the listed businesses make outside of California, except as to workplaces the businesses themselves maintain in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of the businesses and in each of California's 58 counties.

Cordially,  
  
William Verick

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

## PRODUCT LIST

### GUITAR CENTER, INC.

PLANET WAVES, 10 FT., 1/4" TO 1/4" INSTRUMENT CABLE ITEM #PW-G-10 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Instrument Cables.

PLANET WAVES INSTRUMENT CABLE ITEM #PW-G-10 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Instrument Cables.

PLANET WAVES THE CIRCUIT BREAKER 10 FT. WITH RIGHT ANGLE PLUG This product description pertains not only to the specific model of the product listed, but also for all units of all models of Circuit Breakers.

PLANET WAVES THE CIRCUIT BREAKER 15 FT. INSTRUMENT CABLE WITH CUT-OFF SWITCH ITEM # PW-AG-15 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Circuit Breakers.

PLANET WAVES "THE CIRCUIT BREAKER" WITH RIGHT-ANGLE PLUG - INSTRUMENT CABLE WITH CUT-OFF SWITCH This product description pertains not only to the specific model of the product listed, but also for all units of all models of Circuit Breakers.

### KOLE IMPORTS

HANDSFREE CELL PHONE HEADSET Uniform Product Code Number: 731015 072491 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Cell Phone Headsets.

STERLING TAPE 2 x 50 FT. ROLLS Uniform Product Code Number: 731015 082674 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Tape Rolls.

### K-TOOL CORP.

FLUORESCENT ANGLE LIGHT # KTI-73312 Uniform Product Code Number: 769622 733122 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Fluorescent Lights.

### MBR INDUSTRIES, INC.

COTA 5" PORTABLE BLACK AND WHITE T.V. WITH AM/FM RADIO MODEL NO. CT-17680 Uniform Product Code Number: 037005 176805 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Portable T.V.'s.

### POWER PORT PRODUCTS, INC.

25' TWIN LAMP FLUORESCENT W/OUTLET #FLD-25 Uniform Product Code Number: 074470 722526 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Fluorescent Lamps.

26 WATT DUAL LAMP/FLUORESCENT WORK LIGHT This product description pertains not only to the specific model of the product listed, but also for all units of all models of Fluorescent Work Lights.

ULTRA BRIGHT TWIN LAMP DROP CORD This product description pertains not only to the specific model of the product listed, but also for all units of all models of Fluorescent Lamps.

### RIDGEROCK TOOLS, INC.

NEIKO TOOLS USA 30 FT. RETRACTABLE CORD REEL WITH MAGNETIC ANGLE LIGHT CAT NO. 40262A Uniform Product Code Number: 837013 402626 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Retractable Cords.

### STK INTERNATIONAL, INC.

VOLTMASER VIDEO 12' COAXIAL CABLE #VV-116 Uniform Product Code Number: 788914 319431 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Fluorescent Lamps.

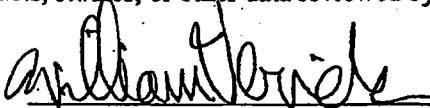
### THE NCC

POWER SAFE AMERICA 25 FT. OUTDOOR EXTENSION CORD #62025 Uniform Product Code Number: 686140 620256 This product description pertains not only to the specific model of the product listed, but also for all units of all models of Fluorescent Lamps.

**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: September 6, 2005

  
William Verick

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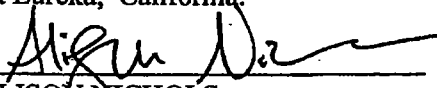
This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed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

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**CERTIFICATE OF SERVICE**

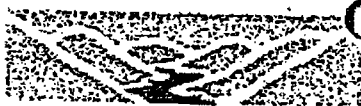
I, Alison Nichols, declare:

If called, I could and would testify as follows: I am over eighteen. My business address is 424 First Street, Eureka, California, 95501. On September 6, 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 September 6, 2005, at Eureka, California.

  
ALISON NICHOLS

## SERVICE LIST

<p>EDWARD G. WEIL DEPUTY ATTORNEY GENERAL OFFICE OF THE ATTORNEY GENERAL P.O. BOX 70550 OAKLAND CA 94612-0550</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF GLENN P.O. BOX 430 WILLOWS, CA 95988</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEREY 240 CHURCH ST. P.O. BOX 180 SALINAS, CA 93902</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SISKIYOU P.O. BOX 986 YREKA, CA 96097</p>	<p>Morris Dweck, President The NCC 140 58<sup>th</sup> Street Brooklyn, NY 11220</p>
<p>OFFICE OF THE CITY ATTORNEY CITY OF OAKLAND 3015 14TH ST 12TH FLOOR OAKLAND, CA 94612</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF HUMBOLDT 825 5TH ST. EUREKA, CA 95501</p>	<p>COUNTY OF NAPA 931 PARKWAY MALL P.O. BOX 720 NAPA, CA 94559-0720</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SOLANO 600 UNION AVE FAIRFIELD, CA 94533</p>	
<p>OFFICE OF THE CITY ATTORNEY CITY OF SAN FRANCISCO CITY HALL ROOM 206 400 VAN NESS SAN FRANCISCO, CA 94102</p>	<p>COUNTY OF IMPERIAL COURTHOUSE, FLOOR 2 939 W. MAIN ST EL CENTRO, CA 92243</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF NEVADA COURTHOUSE ANNEX NEVADA CITY, CA 95959</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SONOMA 600 ADMINISTRATION DR. #212J SANTA ROSA, CA 95403</p>	
<p>OFFICE OF THE CITY ATTORNEY CITY OF SACRAMENTO 980 9<sup>th</sup> Street, 10<sup>th</sup> Floor SACRAMENTO, CA 95814</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF BUTTE 1215 TRUXTUN AVE. FLOOR 4 BAKERSFIELD, CA 93301</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ORANGE 400 CIVIC CENTER DR. WEST SANTA ANA, CA 92701</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF STANISLAUS 1100 1ST. #200 MODESTO, CA 95354</p>	
<p>OFFICE OF THE CITY ATTORNEY CITY OF SAN JOSE 151 W. MISSION ST. SAN JOSE, CA 95110</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KERN 1215 TRUXTUN AVE. FLOOR 4 BAKERSFIELD, CA 93301</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLACER 11562 B AVE AUBURN, CA 95603-2687</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SUTTER 1160 CIVIC CENTER BLVD. #A YUBA CITY, CA 95993</p>	
<p>OFFICE OF THE CITY ATTORNEY CITY OF LOS ANGELES 200 N. MAIN ST. LOS ANGELES, CA 90012</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KINGS 1400 W. LACEY BLVD. HANFORD, CA 93230</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF RIVERSIDE 4075 MAIN ST. RIVERSIDE, CA 92501</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TEHAMA P.O. BOX 519 REDBLUFF, CA 96080</p>	
<p>OFFICE OF THE CITY ATTORNEY CITY OF SAN DIEGO 202 C ST. FLOOR 3 SAN DIEGO, CA 92101</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LASSEN COUNTY ADMINISTRATION BUILDING 707 NEVADA ST. SUSANVILLE, CA 96130</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SACRAMENTO P.O. BOX 749 SACRAMENTO, CA 95804</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TRINITY P.O. BOX 310 WEAVERVILLE, CA 96093</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALAMEDA 225 FALLON ST. #9 OAKLAND, CA 94612</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LAKE 255 N. FORBES ST # 424 LAKEPORT, CA 95453</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BENITO 419 4TH ST HOLLISTER, CA 95023</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TULARE COURTHOUSE #224 VISALIA, CA 93291</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALPINE P.O. BOX 248 MARKLEEVILLE, CA 96120</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LOS ANGELES 18000 CRIMINAL COURTS BUILDING 210 W. TEMPLE ST. LOS ANGELES, CA 90012</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BERNARDINO 316 MT. VIEW AVE. SAN BERNARDINO, CA 92415-0004</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TUOLUMNE 2 S. GREEN ST. SONORA, CA 95370</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF AMADOR 108 COURT ST. SUITE 202 JACKSON, CA 95642</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MADERA 209 W. YOSEMITE AVE. MADERA, CA 93637</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN DIEGO 101 W. BROADWAY #1440 SAN DIEGO, CA 92101</p>	<p>VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE c/o GREGORY BROSE D.D.A. 4245 MARKET ST. #205 VENTURA, CA 93003</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF BUTTE 25 COUNTY CENTER DR. OROVILLE, CA 95965</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIN HALL OF JUSTICE #183 SAN RAFAEL, CA 94903</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN FRANCISCO 850 BRYANT ST #322 SAN FRANCISCO, CA 94103</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YOLO 204 4TH ST P.O. BOX 1247 WOODLAND, CA 95695</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CALAVERAS GOVERNMENT CENTER 891 MOUNTAIN RANCH ROAD SAN ANDREAS, CA 95249</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA P.O. BOX 748 MARIPOSA, CA 95338</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF STOCKTON 222 E. WEBER AVE #202 STOCKTON, CA 95202</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, CA 95901</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF COLUSA 547 MARKET ST. COLUSA, CA 95932</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MENDOCINO 301 S. STATE ST. UKIAH, CA 95482</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN JOAQUIN 222 E. WEBER AVE #202 STOCKTON, CA 95202</p>	<p>Marty Albertson, CEO Guilar Center, Inc. 5795 Lindero Canyon Rd. Westlake Village, CA 91362</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CONTRA COSTA P.O. BOX 670 MARTINEZ, CA 94553</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MERCED 2222 M ST. MERCED, CA 95340</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN LUIS OBISPO COUNTY GOVERNMENT CENTER #450 SAN LUIS OBISPO, CA 93408</p>	<p>Robert Kole, President Kole Imports 24600 S. Main St. Carson, CA 90745</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF DEL NORTE 450 H ST. #171 CRESCENT CITY, CA 95531</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MODOC P.O. BOX 1171 ALTURAS, CA 9610</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA BARBARA 1105 SANTA BARBARA ST. SANTA BARBARA, CA 93101</p>	<p>Bob Geisinger, President K-Tool Corp. 31111 S. Wixom Rd. Wixom, MI 48393</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF EL DORADO 515 MAIN ST. PLACERVILLE, CA 95667</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO P.O. BOX 617 BRIDGEPORT, CA 93517</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110</p>	<p>Bernard Pomeranc, President MBR Industries, Inc. 3201 NW 116<sup>th</sup> St. Miami, FL 33167</p>	
<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF FRESNO 2220 TULARE ST #1000 FRESNO, CA 93721</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLACER P.O. BOX 1171 ALTURAS, CA 9610</p>	<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CRUZ 701 OCEAN ST. #200 SANTA CRUZ, CA 95060</p>	<p>Douglas Murphy, President Power Fort Products, Inc. 301 W. Interstate Rd. Addison, IL 60101</p>	
		<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SHASTA 1525 COURT ST. REDDING, CA 96001</p>	<p>Niann Tsyr Peter Shuai, President Ridgerock Tools, Inc. 6979 Cherry Avenue Long Beach, CA 90805</p>	
		<p>OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SIERRA P.O. BOX 457 DOWNIEVILLE, CA 95936</p>	<p>Stuart T. Kole, President STK International, Inc. 311 W. Artemisia Blvd. Compton, CA 90220</p>	



# Klamath

CLAMATH COUNTY GOVERNMENT  
LAW CENTER

October 17, 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 thermoseal/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. Though a specific model or SKU or product number is given as an example, this notice pertains to all variations of the specific type of product of which the named model is an example. 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 thiourca, 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 when they smoke the cigarettes. People are thus exposed to these chemicals via the ingestion, inhalation, dermal absorption, mucous membrane absorption and subcutaneous routes. The listed companies did not and do not provide people with clear and reasonable warnings before they expose them to lead. The above referenced violations have occurred every day since at least October 17, 2002 and will continue every day until the lead is taken out of these products or until warnings are given. These violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any of these products the listed businesses make outside of California, except as to workplaces the businesses themselves maintain in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of the businesses and in each of California's 58 counties.

Cordially,


  
William Verick

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

**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: October 19, 2005

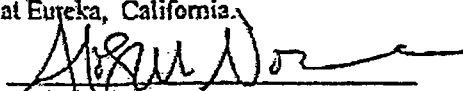
  
William Verick

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 October 19, 2005, I caused the attached 60-DAY NOTICE LETTER, or a letter identical in substance, to be served by U.S. Mail on these 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 October 19, 2005, at Eureka, California.

  
ALISON NICHOLS



## PRODUCT LIST

### AMSCAN, INC.

PARTY LIGHTS NO. 24996 This product description pertains not only to the specific model of the product listed, but also for all units of all models of party lights.

### ATICO INTERNATIONAL U.S.A., INC.

HOMECENTER 15 FT. EXTENSION CORD, ITEM # 805274, HOMECENTER 9 FT. EXTENSION CORD, ITEM #806269, HOMECENTER DELUXE GLUE GUN, ITEM #834061, HOMECENTER GLUEGUN, ITEM #833503 and TOZAJ ELECTRONIC TELEPHONE WITH TONE/PULSE DIALING, ITEM #810151 This product description pertains not only to the specific model models of the product listed, but also for all units of all models of .

### INNOVAGE, INC.

LCD TOUCHPANEL PHONE WITH 12 DIGIT CALCULATOR, UPC #694202101261 This product description pertains not only to the specific model of the product listed, but also for all units of all models of phones.

### INTERDYNAMICS INC.

INTERDYNAMICS POWERAIR AIR COMPRESSOR MODELS #PA-120 and PA-120T This product description pertains not only to the specific model or models of the product listed, but also for all units of all models of air compressors.

### NATIONAL ENTERTAINMENT COLLECTIBLES ASSOCIATION, INC.

"THE SIMPSONS" HOMER DECORATIVE LIGHT SET This product description pertains not only to the specific model of the product listed, but also for all units of all models of light sets.

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DEBORAH DAVENPORT  
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THOMAS LINDBERG, CEO  
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JOEL WEINSHANKER,  
PRESIDENT/CEO  
NATIONAL ENTERTAINMENT  
COLLECTIBLES ASSOCIATION, INC  
P.O. BOX 2654  
CLARK, NJ 07066

# 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,



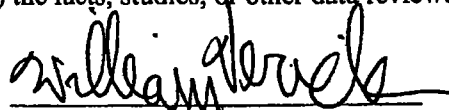
William Verick

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

**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.

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**CERTIFICATE OF SERVICE**

I, Alison Nichols, declare:

If called, I could and would testify as follows: I am over eighteen. My business address is 424 First Street, Eureka, California, 95501. On 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

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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.

1 EXHIBIT B  
2 (Address For Notice Under Consent Judgment)

3 For Amscan Inc.:

4 Joseph Zepf, Esq.  
5 General Counsel for Amscan  
6 c/o 25 Green Pond Road  
7 Rockaway, NJ 07866

8 with a copy to

9 James Robert Maxwell, Esq.  
10 Rogers Joseph O'Donnell & Phillips  
11 311 California Street, 10<sup>th</sup> Floor  
12 San Francisco, CA 94104

13 For Winplus North America Inc.,

14 John M. Genga, Esq.  
15 Genga & Associates, P.C.,  
16 15260 Ventura Boulevard, 20<sup>th</sup> Floor  
17 Sherman Oaks, CA 91403  
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EXHIBIT C  
(Infrequently Handled Products)

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



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

1	<b>83</b>	Electronic White Board/Print Board Power Cords and Cables
2	<b>84</b>	Espresso & Cappuccino Makers
	<b>85</b>	Facial Spas
3	<b>86</b>	Factory Automation Equipment (industrial systems, not for home use)
4	<b>87</b>	Fan/Heater Products (non-portable models only; i.e., in excess of 10 pounds, as packaged, or having blade diameter 9 inches or greater (rounded to the nearest whole inch) or smaller units which otherwise are regularly installed, or not typically moved from place to place).
5	<b>88</b>	Fax Machines
	<b>89</b>	Fire Alarm cable
6	<b>90</b>	Fish Roaster
	<b>91</b>	Flatbread Maker
7	<b>92</b>	Food Processor/Chopper (not including hand-held models)
	<b>93</b>	Fountain, Decorative
8	<b>94</b>	Freezer
9	<b>95</b>	Garbage Disposals and associated cords (whether sold separately or with product)
	<b>96</b>	Generators (large systems with only grounding wire)
10	<b>97</b>	Hair Clippers (cordless models only)
	<b>98</b>	Hair Dryer (only models with retractable cord)
11	<b>99</b>	Hair setter (rollers only, not curling irons)
12	<b>100</b>	Ham and Two-Way Radio and Accessories and Adapters (not handset cords, unless microphone is designed on stand with switch)
13	<b>101</b>	Hard Disk Recorder peripheral and power cords (not including those for portable computers)
	<b>102</b>	Headphones (cordless models only)
14	<b>103</b>	Headset with Earphone and Microphone (cordless models only)
	<b>104</b>	Hole punch
15	<b>105</b>	Hot Lather Machine
	<b>106</b>	Hot Lotion dispenser
16	<b>107</b>	Hot Pot/Kettle/Tea Brewer (if cord attaches to separate base unit)
	<b>108</b>	Hot Water Dispenser
17	<b>109</b>	Humidifier/Dehumidifier
18	<b>110</b>	Ice Cream Maker
	<b>111</b>	Ice Maker
19	<b>112</b>	Indoor and outdoor phone cable (if designed for permanent installation)
	<b>113</b>	Intercoms (non-hand-held models only)
20	<b>114</b>	Inverters/other power supplies (non-automotive uses)
	<b>115</b>	Iron (cordless only)
21	<b>116</b>	Juicer/Juice extractor (non-hand-held models only)
22	<b>117</b>	LCD Projector (CRT Monitor, receives data from computer) (except for use with portable computer)
23	<b>118</b>	Letter opener
24	<b>119</b>	Lighting (including tabletop and floor lamps, spotlights, or ceiling lighting, not holiday string lights or clip-on lights)
25	<b>120</b>	Magnetic Card Reader/Writer including associated power cord and cable
	<b>121</b>	Meat Grinder (not hand-held models)
26	<b>122</b>	Meat Slicer (not hand-held Electric Knives)
	<b>123</b>	Microphone (only including cords powering base unit of cordless microphone system)
27	<b>124</b>	Microwave Oven
28	<b>125</b>	Mini Speaker System including associated connection cords (not including those for use with laptop computers or other portable devices)

1	<b>126</b>	Mixer (non-hand-held models only)
2	<b>127</b>	Mobil telephone battery cables (internal wires and cords only)
3	<b>128</b>	Mobile telephone accessories (only those using corded base charging unit or permanently installed in automobiles)
4	<b>129</b>	Mobile video screens designed for permanent installation (such as for use in automobiles or boats)
5	<b>130</b>	Multi-function office support device (combines functions such as copier, printer, fax machine, PBX, voice mail into one)
6	<b>131</b>	Neon sign & oil burner ignition cable
7	<b>132</b>	NIC/Modem cables
8	<b>133</b>	Optical Cable/Stereo Optical Cords (unless designed to plug into front of system)
9	<b>134</b>	Optical Disc AC Adapter (non-portable and not for use with portable computer systems)
10	<b>135</b>	Optical Disc Power Cords (non-portable and not for use with portable computer systems)
11	<b>136</b>	Ovens
12	<b>137</b>	Over-Range Microwave Ovens/Hoods
13	<b>138</b>	Paper shredder
14	<b>139</b>	Parrafin/wax Bath for Hands
15	<b>140</b>	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded)
16	<b>141</b>	Pencil sharpener
17	<b>142</b>	Personal Hygiene System and associated power cord
18	<b>143</b>	Pest Repeller
19	<b>144</b>	Pet Cage Dryers
20	<b>145</b>	Portable Dishwasher
21	<b>146</b>	Portable heater (only if designed for permanent installation)
22	<b>147</b>	Portable Washer
23	<b>148</b>	Postage meters
24	<b>149</b>	Postal scales
25	<b>150</b>	Potpourri heater
26	<b>151</b>	Power bases for charging wireless devices (if designed for long term installation)
27	<b>152</b>	Power tools (corded, cordless, stationary, or portable)
28	<b>153</b>	Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
	<b>154</b>	Pressure Cooker
	<b>155</b>	Printer cables
	<b>156</b>	Printer power cord
	<b>157</b>	Projector, non-portable (no handle or carrying case)
	<b>158</b>	Public Address Amplifier and Accessories (non-portable or otherwise designed for permanent or long term installation)
	<b>159</b>	Radiator
	<b>160</b>	Radios with attached cord and without handles (including clock radios)
	<b>161</b>	Range
	<b>162</b>	Range Hoods/Vent
	<b>163</b>	Rechargeable Flashlights
	<b>164</b>	Rechargeable Lanterns
	<b>165</b>	Refrigerator
	<b>166</b>	Rice Cake Maker
	<b>167</b>	Rice Cooker
	<b>168</b>	Riser/Plenum cable (if designed for permanent/long term installation)

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169	Roaster Oven
170	Rope Lights (other than holiday string lights) if designed for permanent/long term installation
171	Satellite dish
172	Scales
173	Scanner antenna
174	Shavers - Cordless w/Cordless Recharger Base only
175	Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
176	Smoke detector (internal wires or if designed for permanent/long term installation)
177	Speaker wire (designed for use with components designed for long term/permanent installation; speaker wire associated with portable equipment with attached handle or carrying case not excluded)
178	Stapler
179	Steam cooker
180	Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
181	Surge protector
182	Telecom Data Cable (installed)
183	Telecom Power Cable (installed)
184	Tele-Homecare System (power cords)
185	Telephone power and data cord (phone to wall cords only)
186	Television (except small mobile models with attached/built in handle or carrying case)
187	Television Antenna
188	Television distribution system/swapper
189	Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
190	Television peripheral cords (unless designed for use with devices that plug into the front of the set)
191	Thermostat Cable
192	Toaster
193	Toaster Oven
194	Towel Warmer
195	Transcriber and foot pedal and associated power and interconnecting cords
196	Underground Low-Energy Cable (exclusion applies to consumer uses only)
197	Vanity/lighted makeup mirror
198	VCR (unless portable with attached handle or carrying case)
199	Video mixer and switcher (if component of desktop system with no separate mice)
200	Video printer power cords/connecting cables (unless used with laptop)
201	Warming drawer
202	Washer/Dryer
203	Water distiller
204	Water filter units designed for permanent/long term installation
205	Water heater designed for permanent/long term installation
206	Water jet – Dental
207	Waxers - hair removal (corded base unit only)
208	Wine cellars
209	Diesel Locomotive and Motor Cable

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

EXHIBIT D  
(Discriptive Examples of Non-Exempt Products For Which Warnings Are Required)

1	Audio or video adapter cords for portable products
2	Audio or video cable for portable products
3	Audio/Video/Computer/telecommunications cables packaged individually for retail sales
4	Automotive cigarette lighter adapters
5	Blender (hand-held models)
6	Camera cords and accessories
7	Carving knife
8	CB radio handsets
9	Clip on lights
10	Coffee grinder
11	Computer joystick
12	Computer mouse cords
13	Computer peripheral AC adapter cord and I/F cable for portable computers or portable peripheral devices
14	Computer peripheral PCMCIA card cord for portable computers
15	Computer peripheral wires and cables designed to plug into front of desktop computer (e.g USB cords)
16	Computer peripheral wires and cables for portable computer and those that may plug into the front of the desktop computer.
17	Computer speaker cords which can be used with portable computers
18	Corded shaver
19	Corn popper
20	Curling iron
21	Data logger cable included with portable devices.
22	Desktop computer power/patch/pin cords designed so may plug into the front of the computer
23	External CD/DVD and tape drives for portable computers
24	Food processor/Chopper (hand-held models)
25	Giddle
26	Grill (countertop)
27	Hair clipper (corded)
28	Hair dryer
29	Hand held drink mixer
30	Hot pot/Kettle/Tea brewer (unless cord attached to separate power base)
31	Ice crusher
32	Iron (unless cordless)
33	Juicer/Jice extractor (household or portable)
34	Laptop computer cords
35	Meat Slicer
36	Mixer (hand held models)
37	Microphone cable (except for cords powering base unit of cordless microphone system)

1	38	Mobile telephone accessories (except for cords powering base unit of cordless microphone system)
2	39	Mobile telephone accessories (except corded base units and permanent installations in automobiles)
3	40	MP3 player
4	41	Portable digital imaging equipment
5	42	Portable DVD player
6	43	Portable fan/heater
7	44	Portable heater (unless designed for permanent installation)
8	45	Portable musical instruments and accessories including power and adapter cords (e.g. electronic keyboards, samplers, drums, guitars, amplifiers, monitors, patch cords, pick-ups)
9	46	Portable personal stereo
10	47	Portable power adapters (except for i) AC adapters for foreign outlets and other voltage converters or ii) auto power adapters and cord with are not desnged to plut into cigarette lighter or similar in-dash power source)
11	48	Portable power inverters (for automotice use)
12	49	Portable television
13	50	Portable ZIP drives and accessories
14	51	Scanners for portable computers
15	52	Skillet
16	53	Slow cooker
17	54	Small portable hotplate power cords
18	55	Steam cooker
19	56	Stereo headphones (unless cordless)
20	57	Holiday String lights
21	58	Telephone handset cords
22	59	Telephone headset cords
23	60	USB, firewire cords
24	61	Vacuum
25	62	Waffle maker
26	63	Headphone/Headset cords (except for cords powering base unit of cordless system)
27	64	Extension cord
28	65	Massager (hand-held, not including back cushion massager or electric recliner/massage chairs)
	66	Heating pad
	67	Sandwich maker
	69	Video game accessories
	70	Electric thermos/carafe (without separate base unit)

EXHIBIT E

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

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



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

EXHIBIT F  
 (Descriptive Examples of Products That May Not Carry Warnings In An Owner's Manual)

1	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
2	AC adaptor cords (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
3	Power and adaptor cords for portable electronic musical instruments and keyboards (when sold separately or with equipment that does not appear on the list of products that may carran an owners manual warning)
4	Video Game Accessories and Joysticks(unless reference to the owners manual is necessary to program and install software for use)
5	Telephone headset or telephone headset w/microphone (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
6	Portable Stereos
7	MP3 Players
8	Massagers
9	Microphone cords
10	Handheld Mixer/Food Processor
11	Coffee Grinders
12	Telephone Handset cords (handset-to-phone cords when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
13	Extension cords
14	Hairdryers
15	Irons (other than travel steamers)
16	Computer mouse (if sold separately from the computer system)
17	Holiday String Lights
18	Audio and Video adapter cords or cable or portable products (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)
19	Power adapters and cord for use with automotive cigarette lighter or similar power outlet (when sold separately or with equipment that does not appear on the list of products that may carry an owners manual warning)

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Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

ENDORSED  
FILED  
San Francisco County Superior Court

JAN 23 2007

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

Plaintiff,

vs.

AMSCAN, INC., et al.,

Defendants.

CASE NO. 449268

~~Proposed~~ ORDER  
APPROVING SETTLEMENT  
(AMSCAN and WINPLUS NORTH  
AMERICA, INC.)

Date: January 23, 2007  
Time: 9:30 a.m.  
Dept. No.: 302

Plaintiff's motion for approval of settlement and entry of Consent Judgment as to Defendant Innovage, Inc., was heard on regular noticed motion on January 23, 2007, at 9:30 a.m. in Department No. 302. Having reviewed the pleadings and the moving papers, having reviewed the terms of the proposed consent judgment and having considered the arguments of counsel, the Court finds as follows:

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

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: JAN 23 2007

**PATRICK J. MAHONEY**

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Judge of the Superior Court