

1 Klamath Environmental Law Center  
WILLIAM VERICK, SBN 140972  
2 FREDERIC EVENSON, SBN 198059  
424 First Street  
3 Eureka, CA 95501  
Telephone: (707) 268-8900  
4 Facsimile: (707) 268-8901

5 DAVID WILLIAMS, SBN 144479  
BRIAN ACREE, SBN 202505  
6 370 Grand Avenue, Suite 5  
Oakland, CA 94610  
7 Telephone: (510) 271-0826  
Facsimile: (510) 271-0829

8 Attorneys for Plaintiff  
9 MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

10 Bingham McCutchen LLP  
11 R. RAYMOND ROTHMAN SBN 142437  
MAZEN M. BASRAWI SBN 235475  
12 355 South Grand Avenue, Suite 4400  
Los Angeles, CA 90071-3106  
13 Telephone: (213) 680-6400  
Facsimile: (213) 680-6499  
14 Email: rick.rothman@bingham.com  
Email: mazen.basrawi@bingham.com

15 Attorneys for Defendant  
16 BRADSHAW INTERNATIONAL, INC.

17  
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF SAN FRANCISCO

20  
21 MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

22 Plaintiff,

23 v.

24 BRADSHAW INTERNATIONAL, INC.; LOVE-  
25 LESS ASH COMPANY; KORG USA; NOBLE  
WIRE AND TERMINAL CORP.; QUINCY  
26 COMPRESSOR, INC.; SCHECTER GUITAR  
RESEARCH, INC.; ST LOUIS MUSIC, INC.;  
and DOES 1 through 100 inclusive,

27 Defendants.  
28

**ENDORSED  
FILED**  
San Francisco County Superior Court

APR 17 2007

**GORDON PARK-LI, Clerk**  
BY: ROCHELLE V. LUZ  
Deputy Clerk

No. 456752

**SETTLEMENT AGREEMENT AND  
(KW) (PROPOSED) CONSENT  
JUDGMENT (BRADSHAW  
INTERNATIONAL, INC.)**

1                   **1. INTRODUCTION**

2                   On or about June 29, 2006, the Mateel Environmental Justice Foundation  
3 (“MEJF”) and its attorneys, Klamath Environmental Law Center (“KELC”) sent a 60 Day Notice  
4 Letter to the Office of the California Attorney General of the State of California (“California  
5 Attorney General”), all California counties’ District Attorneys and all City Attorneys of  
6 California cities with populations exceeding 750,000, (collectively, “Public Enforcers”),  
7 charging BRADSHAW INTERNATIONAL, INC., (“Defendant” or “Settling Defendant”) with  
8 violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and  
9 Safety Code Section 25249.5 et seq. (“Proposition 65”), in its manufacture, distribution and/or  
10 sale of wires and cables coated with polyvinyl chloride (“PVC”). Specifically, MEJF charged  
11 that persons handling the PVC-coated wires and cables were exposed to certain chemicals, listed  
12 under Proposition 65, including cadmium, hexavalent compounds of chromium, vinyl chloride,  
13 lead and lead compounds, lead acetate, lead phosphate, lead subacetate and di(2ethylhexyl)  
14 phthalate.

15                   **a.**       On or about October 6, 2006, MEJF (“Plaintiff”), acting on behalf of  
16 itself, the public interest, and the general public for the matters described in the Notice Letter,  
17 filed a Complaint for civil penalties and injunctive relief (“Complaint”) in the San Francisco  
18 Superior Court, fashioned, MATEEL ENVIRONMENTAL JUSTICE FOUNDATION V.  
19 BRADSHAW INTERNATIONAL, INC., et al., San Francisco Superior Court Case No. 456752  
20 based on the Notice Letter. The Complaint alleged, among other things, that Settling Defendant  
21 violated Proposition 65 by manufacturing, marketing and/or distributing to California residents  
22 products that are themselves or which incorporate wires and cables that are PVC-coated  
23 (“Cords”) and failing to provide clear and reasonable warnings to California residents who  
24 handle and use such products that the handling and use of those products in their normally  
25 intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

26                   **b.**       Plaintiff and Settling Defendant are, for purposes of this Consent  
27 Judgment, collectively referred to as the “Parties,” with each of them a “Party”.

28                   **c.**       For purposes of this Consent Judgment, the term “Covered Products”

1 means products that are themselves, or that incorporate, utilize, or have appended to them,  
2 Cords, and that are manufactured, distributed, marketed or sold by the Settling Defendant. The  
3 term Covered Products includes both such products that are subject to the Warning Requirements  
4 of Section 7, and those that are not, including those products that are exempted from the warning  
5 requirements of this Consent Judgment pursuant to Sections 7.1 or 7.3. The term “Covered  
6 Products” also includes products which are manufactured, distributed, marketed and/or sold by  
7 the Settling Defendant either under its own name or brand or under the name or brand of another  
8 (e.g., privately labeled products).

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

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

23           f. The Parties enter into this Consent Judgment pursuant to a full and final  
24 settlement of any and all claims between the Parties for the purpose of avoiding prolonged  
25 litigation. This Consent Judgment shall not constitute an admission with respect to any material  
26 allegation of the Complaints, each and every allegation of which the Settling Defendant denies;  
27 nor may this Consent Judgment or compliance with it be used as evidence of any wrongdoing,  
28 misconduct, culpability or liability on the part of any Settling Defendant. The Settling Defendant

1 maintains that its Covered Products have at all times complied with all applicable laws, including  
2 Proposition 65.

3 **2. SETTLEMENT PAYMENT**

4 2.1 In settlement of all of the claims referred to in this Consent Judgment  
5 against the Settling Defendant:

6 a. The Settling Defendant shall pay \$30,000 (thirty thousand dollars),  
7 payable to Klamath Environmental Law Center (KELC) such that payment is received by KELC,  
8 424 First Street, Eureka, CA 95501, within ten (10) days of entry of this Consent Judgment.

9 This \$30,000 payment shall be divided as follows: (i) \$17,500 (seventeen thousand five hundred  
10 dollars) shall be made payable to KELC for attorneys fees and costs incurred by KELC on behalf  
11 of Plaintiff in investigating this matter and negotiating this Consent Judgment on behalf of itself  
12 and the general public, (ii) \$12,500 (twelve thousand five hundred dollars) shall be made payable  
13 to Ecological Rights Foundation, a California non-profit corporation. Both of the above-  
14 referenced payments shall be mailed to KELC, which shall distribute the \$12,500 payment to  
15 Ecological Rights Foundation within a commercially reasonable amount of time.

16 2.2 MEJF and KELC represent and warrant that Ecological Rights Foundation  
17 is a tax exempt, section 501(c)(3) non-profit organization and that funds distributed to Ecological  
18 Rights Foundation pursuant to this Consent Judgment may only be spent to reduce harm from  
19 toxic chemicals, or to increase consumer, worker and community awareness of health hazards  
20 posed by lead and other toxic chemicals.

21 2.3 Except as specifically provided in this Consent Judgment, each side shall  
22 bear its own costs and attorney's fees.

23 **3. ENTRY OF CONSENT JUDGMENT**

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

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

27 4.1 For purposes of Section 4 of this Consent Judgment, the term Settling  
28 Defendant shall include the Settling Defendant, as defined above, and its past, present and future

1 parents, divisions, subdivisions, brands, subsidiaries and affiliates and the predecessors,  
2 successors and assigns of any of them, as well as their past, present and future officers, directors,  
3 employees, agents, attorneys, representatives, shareholders and assigns. For purposes of Section  
4 4, the term Settling Defendant shall also be deemed to include the Settling Defendant's supplier  
5 of Covered Products, but only with respect to those Covered Products that such supplier  
6 manufactures for the Settling Defendant. The preceding sentence shall not apply with respect to  
7 a supplier who ships Covered Products directly to a consumer at the request of the Settling  
8 Defendant, where a warning is provided to address the obligations of this Consent Judgment  
9 solely pursuant to Section 7.5(e) below. A list delineating some, but not necessarily all, of the  
10 names of the various business entities and brands or product types referred to in this Paragraph  
11 and in existence on or before the date of this Consent Judgment is attached hereto as Exhibit A.

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

28 4.3 As to any claims, violations (except violations of this Consent Judgment),  
SF/21703781.1/ 4 Case No. 456752

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

8           4.4 Notwithstanding Sections 4.2 or 4.3 above, as to all customers,  
9 distributors, wholesalers, retailers or any other Downstream Entity, except as otherwise indicated  
10 in Sections 4.5 and 4.6 below, which may in the course of doing business use, maintain,  
11 distribute, or sell Covered Products which are manufactured, distributed or sold by the Settling  
12 Defendant (including Covered Products which are privately labeled by the Settling Defendant for  
13 a Downstream Entity), Plaintiff (acting on behalf of itself and, as to those matters raised in the  
14 Notice Letters, on behalf of the general public) waives all rights to institute any form of legal  
15 action whether under Proposition 65 or the Unfair Competition Act or otherwise, arising out of  
16 or resulting from or related directly or indirectly to, in whole or in part, exposure to, or otherwise  
17 associated with the use of and alleged failure to warn with respect to Proposition 65 Chemicals  
18 contained in Covered Products.

19           4.5 In furtherance of the foregoing, Plaintiff hereby waives any and all rights  
20 and benefits which it now has, or in the future may have, conferred upon it by virtue of the  
21 provisions of 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  
24           TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING  
25           THE 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

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

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

16           **5.     ENFORCEMENT OF JUDGMENT**

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

20           **6.     MODIFICATION OF JUDGMENT**

21           6.1     This Consent Judgment may be modified only upon written agreement of  
22 the Parties and upon entry of a modified amended Consent Judgment by the Court, or upon  
23 motion of any Party as provided by law and upon entry of a modified amended Consent  
24 Judgment by the Court. Notwithstanding the immediately preceding sentence or any other term  
25 or provision of this Consent Judgment, if Plaintiff or any affiliated entity, or the California  
26 Attorney General, enters into, or agrees to in writing, or is otherwise bound by injunctive relief  
27 terms or provisions relating to the provision of Proposition 65 warnings for Covered Products,  
28 with regard to their Cords, which, taken together, are more favorable to the defendant(s) than the

1 terms or provisions that this Consent Judgment provide for a Covered Product of like kind and  
2 characteristics with respect to its thermoset/thermoplastic-coated electrical cord and use, the  
3 terms of injunctive relief provided for in Section 7 of this Consent Judgment shall automatically  
4 be deemed to have been modified to add such more favorable terms or provisions as an option  
5 which the Settling Defendant may elect for compliance with this Consent Judgment.

6 **7. INJUNCTIVE RELIEF**

7 7.0 Settling Defendant represents that prior to receipt of the 60 Day Notice  
8 they voluntarily ceased the ordering of any emersion heaters of the type identified in the 60 Day  
9 Notice and have subsequently ceased the distribution or marketing of such products. In the event  
10 settling defendant manufacturers, supplies, distributes or markets for retail sale in California any  
11 wire corded emersion heaters or other Covered Products, it agrees to meet the injunctive  
12 conditions of this section and consent judgment.

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

27 7.2 Covered Products manufactured and shipped for distribution to or sale in  
28 California on or after the Effective Date that do not meet the warning exemption standard set



1 forth in Section 7.1 of this Consent Judgment and are not exempt pursuant to Section 7.3 shall be  
2 accompanied by a warning as described in Section 7.4 below. For purposes of this Section, one  
3 year after the entry of this Consent Judgment shall be considered the “Effective Date.”

4           7.3     The following Covered Products are deemed to be exempt from any  
5 Proposition 65 warning requirements with respect to Cords: (a) Covered Products which  
6 because of their size, weight or function have Cords that are handled only infrequently (such as  
7 upon their installation in a setting where they are not typically plugged and unplugged)  
8 (“Infrequently Handled Products”); (b) those Covered Products that: (i) are sold at retail before  
9 the Effective Date; or (ii) are distributed or shipped for sale outside the State of California; (c)  
10 Covered Products that use Cords only as internal components not normally accessible to the  
11 consumer during ordinary use; and/or (d) Covered Products which contain the Proposition 65  
12 Chemical only as part of the inner conductor or other component not normally accessible to the  
13 consumer during ordinary use. Exhibit C contains a list of Covered Products/Product types that  
14 are deemed to meet the criteria for Infrequently Handled Products set forth in this Section 7.3  
15 and are therefore exempt. Plaintiffs have previously provided the California Attorney General’s  
16 Office and the Settling Defendant with a list of Covered Products/Product types that are deemed  
17 not to meet the criteria for Infrequently Handled Products set forth in this Section 7.3 and  
18 therefore are not exempt (“Non-Exempt Products List”), a copy of which is also attached as  
19 Exhibit C. The lists attached as Exhibit C may be used as guidance in determining whether other  
20 Covered Products meet these criteria; the Infrequently Handled and and the Non-Exempt  
21 Products List may also be used by the Parties in the course of dispute resolution pursuant to  
22 Section 9. The Parties acknowledge that common usage of the terms “portable” and “non-  
23 portable” do not affect the classification of any Covered Products under this Consent Judgment.  
24 Covered Products may be considered Infrequently Handled Products regardless of their weight or  
25 the likelihood that they may be used while moving, whether that be on a person, in a car, on an  
26 airplane or otherwise.

27           7.4     Should the Settling Defendant’s Covered Products require Proposition 65  
28 warnings under Section 7.2, the Settling Defendant shall, except as otherwise provided in Section

1 7.5 below, either provide one of the warnings described below or any other Proposition 65  
2 warning that has been reviewed and approved in writing by the California Attorney General for  
3 use with Covered Products regarding their thermoset/thermoplastic-coated wires and/or cables:

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

7 or

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

11 or

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

15 The word “WARNING” shall be in all capital letters and in bold typeface. The  
16 hand-washing admonition shall be in bold typeface and italicized. Inclusion of the bracketed  
17 words “cancer, and” in the above warning shall be at the Settling Defendant’s option.

18 7.5 Unless otherwise indicated herein, the warning required or authorized in  
19 Sections 7.4 shall be given by having it: (a) affixed to the Covered Product itself or to the unit  
20 package of such Covered Product; (b) printed on the Covered Product itself or on the unit  
21 package of such Covered Product; (c) displayed on an internet site for those units of Covered  
22 Products sold on the internet; (d) included in the owner’s manual if the conditions set forth in  
23 Section 7.9 below are satisfied (“Owner’s Manual Warning”); or, (e) printed on the invoice  
24 issued directly to the consumer by the Settling Defendant to confirm the sale, where the Settling  
25 Defendant sells Covered Products directly to consumers by telephone, mail order, or internet  
26 sale, but never has physical possession of the Covered Product or its packaging.

27 7.6 If the warning is printed on the product, package label, or invoice, then the  
28 warning shall be contained in the same section of the label that contains other safety warnings, if

1 any, concerning the use of the Covered Product or near its displayed price and/or UPC code.  
2 Such warning shall be prominently affixed to or printed on each such Covered Product, its label  
3 or package or invoice, and displayed with such conspicuousness, as compared with other words,  
4 statements, designs, or devices on such Covered Product, its label, package or display or invoice  
5 as to render it likely to be read and understood by an ordinary individual under customary  
6 conditions of purchase or use. With respect to the preceding sentence, the type size of any  
7 warning required by paragraph 7.4 must be legible, but otherwise need not be larger than any  
8 other warning language used in conjunction with the Covered Product in question and its relative  
9 size may take into account the nature, immediacy, and acuteness of the risks for which other  
10 warnings are given. If the size of a Covered Product and its packaging is such that a warning  
11 required by this Consent Judgment cannot physically be printed on its non-transparent portion in  
12 a legible size, the warning may be printed on a separate piece of paper or cardstock and inserted  
13 into the Covered Product's packaging, provided that i) the cardstock or paper containing the  
14 warning is not white or uncolored and contains only the warning language, and ii) a substantial  
15 portion of the exterior of the packaging material is transparent.7.5 If a warning is provided on  
16 the internet pursuant to (c) above, the warning message shall be displayed (or, upon the internet  
17 site user's identification as a California resident, such as when the user types in a zip code,  
18 automatically appear) either: (a) on the same page on which the Covered Product is displayed,  
19 (b) on the same page as the order form for the Covered Product, or (c) on the same page as the  
20 price for the Covered Product.

21 7.7 If the warning is given in the owners manual pursuant to Section 7.8  
22 below, it shall be located in one of the following places in the manual: the outside of the front  
23 cover; the inside of the front cover; the first page other than the cover; or the outside of the back  
24 cover. The warning shall be printed or stamped in the manual or contained in a durable label or  
25 sticker affixed to the manual in a font no smaller than the font used for other safety warnings in  
26 the manual. Alternatively, the warning may be included in a safety warning section of the  
27 owner's manual consistent with specifications issued by Underwriters Laboratories.

28 7.8 A warning in the owner's manual of a Covered Product may be used to

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

21           7.9     The Settling Defendant may provide an Owner's Manual Warning on any  
22 Covered Products/product types, except for those listed on the Non-Owner's Manual Product  
23 List, that satisfy the criteria in Section 7.8, whether or not that Covered Product or product type  
24 is listed on Exhibit F. Settling Defendant shall provide to Plaintiff, by certified mail or other  
25 confirmable delivery, a list of those Covered Products for which an owners manual warning is  
26 proposed to be given. Plaintiff shall, within 60 days, notify Settling Defendant as to whether  
27 Plaintiff agrees that an owner's manual warning is appropriate. In the event that Plaintiff  
28 determines that an Owner's Manual Warning is not appropriate, it shall provide a written

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

6 7.10 The requirement for product labeling, set forth herein, is imposed pursuant  
7 to the terms of this Consent Judgment. The Parties recognize that product labeling is not the  
8 exclusive method of providing a warning under Proposition 65 and its implementing regulations.

9 **8. DISPUTE RESOLUTION**

10 8.1 Wherever this Consent Judgment provides that the Settling Defendant may  
11 invoke the Dispute Resolution process or file a motion to have the Court resolve an issue, the  
12 Settling Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to  
13 Plaintiff, setting forth the dispute and the basis for the Party's position. The Parties interested in  
14 the dispute shall then meet and confer in good faith within sixty (60) days to determine whether  
15 the dispute may be resolved in order to avoid further litigation of the issue, unless both Parties  
16 waive, in writing, notice and the opportunity to meet and confer. In the event that Plaintiff fails  
17 to meet and confer within the sixty (60) day period, the Settling Defendant's position shall be  
18 deemed to have prevailed. In the event that, after meeting and conferring, Plaintiff disapproves  
19 or disagrees with a position taken by the Settling Defendant, Plaintiff shall notify the Settling  
20 Defendant in writing, sent by an overnight delivery service requiring a signature upon delivery,  
21 within 14 (fourteen) days of meeting and conferring. Should the Plaintiff do so and should the  
22 Settling Defendant wish to pursue its position, the Settling Defendant shall then seek to have the  
23 California Attorney General concur with the Settling Defendant's position. If the California  
24 Attorney General concurs in writing with the Settling Defendant, the Settling Defendant shall  
25 provide notice thereof to Plaintiff and the Settling Defendant's view shall prevail. If, however,  
26 the California Attorney General does not concur with the Settling Defendant within ninety (90)  
27 days of the date on which the Settling Defendant sought the California Attorney General's  
28 concurrence, the Settling Defendant shall have the right to bring the issue to the Court by noticed

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

9 **9. APPLICATION OF JUDGMENT**

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

14 **10. AUTHORITY TO STIPULATE**

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

18 **11. NOTICES**

19 Whenever a notice is called for by this Consent Judgment, it shall be provided to  
20 the following addresses.

21 For Plaintiff Mateel:

22 William Verick, Esq.  
23 Klamath Environmental Law Center  
24 424 First Street  
Eureka, CA 95501

25  
26 For Defendant Bradshaw International, Inc.:

1 Jerry Vigliotti  
2 Vice President - Finance  
3 Bradshaw International, Inc.  
4 9409 Buffalo Avenue  
5 Rancho Cucamonga, CA 91730

6 Copy to:  
7 Richard Rothman, Esq.  
8 Bingham McCutchen, LLP  
9 355 South Grand Avenue, Suite 4400  
10 Los Angeles, CA 90071-3106

11 If any Party desires to change the individual and/or address designated to receive  
12 notice on its behalf, such Party shall provide notice to all other Parties pursuant to the terms of  
13 this Section.

14 **12. RETENTION OF JURISDICTION**

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

17 **13. ENTIRE AGREEMENT**

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

24 **14. GOVERNING LAW**

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

28 **15. COURT APPROVAL**

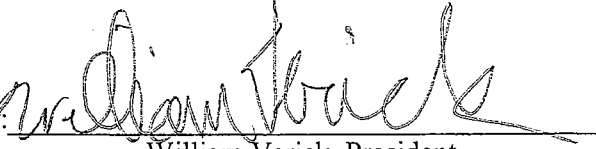
If this Consent Judgment is not approved and entered by the Court, or if the entry  
of this Consent Judgment is successfully challenged, this Consent Judgment shall be of no force  
or effect, and cannot be used in any proceeding for any purpose.

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

IT IS SO STIPULATED:

DATED: February 22, 2007

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By: 

William Verick, President  
Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

DATED: February \_\_\_\_\_, 2007

BRADSHAW INTERNATIONAL, INC.

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

Jerry Vigliotti  
Vice President, Finance  
BRADSHAW INTERNATIONAL, INC.

DATED: February \_\_\_\_\_, 2007

BINGHAM MCCUTCHEN LLP

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

Rick Rothman  
Attorney for Defendant  
BRADSHAW INTERNATIONAL, INC.

IT IS SO ORDERED.

DATED: February \_\_\_\_\_, 2007 <sup>REN</sup>

APR 17 2007

By: PATRICK J. MAHONEY,

Judge Superior Court of California



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

IT IS SO STIPULATED:

DATED: February \_\_\_\_\_, 2007

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

By: \_\_\_\_\_  
William Verick, President  
Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

DATED: March 1, 2007

BRADSHAW INTERNATIONAL, INC.

By: \_\_\_\_\_  
*Jerry Vigliotti*  
Jerry Vigliotti  
Vice President, Finance  
BRADSHAW INTERNATIONAL, INC.

DATED: March 1, 2007

BINGHAM MCCUTCHEN LLP

By: \_\_\_\_\_  
*Rick Rothman*  
Rick Rothman  
Attorney for Defendant  
BRADSHAW INTERNATIONAL, INC.

IT IS SO ORDERED.

DATED: March \_\_\_\_\_, 2007

By: \_\_\_\_\_  
Judge Superior Court of California

**EXHIBIT A**

1 EXHIBIT A  
2 (Optional List of Certain Brand Names and Product Type)

3 (Intentionally Left Blank)  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT B

1 EXHIBIT B

2 (Exemplar of Optional Testing Protocol)

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

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

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

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

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

14 Step 6. Compute the arithmetic mean from the three samples.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT C

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
29	Cash Registers
30	CATV Receiver Power Cords
31	CB radio/antenna cords (not handsets)
32	CD Player/changer (non-portable units only)
33	CD/DVD Home Theater Systems
34	Cielo Bath
35	Circuit Cable
36	Clock
37	Coffee Maker
38	Color Imaging System Power Cord & Cable (non-portable and not for use with portable computer system)
39	Combo Wash/Dryer

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

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



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

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

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

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

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

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

<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 Cable Utility Cable and Wire (Power and Communications)

# NON-EXEMPT PRODUCTS

(WARNINGS 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 & cables designed to plug into front of desktop computer (e.g., USB cords)
16	Computer peripheral wires & cables for portable computers and those
17	Computer speaker cords 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 to plug into front of computer
23	External CD/DVD and tape drives for portable computers
24	Food processor/Chopper (hand-held models)
25	Griddle
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 base unit)
31	Ice crusher
32	Iron (unless cordless)
33	Juicer/Juice extractor (household or portable)
34	Laptop computer cords
35	Meat slicer (hand-held)
36	Mixer (hand-held models)
37	Microphone cable (except for cords powering base unit of cordless microphone system)
38	Mobile telephone accessories (except corded base units and permanent installations in automobiles)
39	MP3 player
40	Portable digital imaging equipment
41	Portable DVD player
42	Portable electric sewing machine
43	Portable fan/heater
44	Portable heater (unless designed for permanent installation)

# NON-EXEMPT PRODUCTS

(WARNINGS REQUIRED)

45	Portable musical instruments and accessories, including power and adapter cords, (e.g. electronic keyboards, samplers, drums, guitars, amplifiers, monitors, patch cords, pick-ups)
46	Portable personal stereo
47	Portable power adapters (except for i) AC adapters for foreign outlets and other voltage converters or ii) auto power adapters and cord which are not designed to plug into cigarette lighter or similar in-dash power source)
48	Portable power inverters (for automotive use)
49	Portable television
50	Portable ZIP drives and accessories
51	Scanners for portable computers
52	Skillet
53	Slow cooker
54	Small portable hotplate power cords
55	Steam cooker
56	Stereo headphones (unless cordless)
57	Holiday String lights
58	Telephone handset cord
59	Telephone headset cord
60	USB, firewire cords
61	Vacuum
62	Waffle maker
63	Headphone/Headset cords (except for cords powering base unit of cordless system)
64	Extension cord
65	Massager (hand-held, not including back cushion massager or electric recliners/massage chairs)
66	Heating pad
67	Sandwich maker
69	Video game accessories
70	Electric thermos/carafe (without separate base unit)

EXHIBIT D

EXHIBIT D

(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.



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

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

**NON-OWNER'S MANUAL PRODUCTS**  
 (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 not 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 carry an owners manual warning)
4	Video Game Accessories and Joysticks (unless reference to the owners manual is necessary to program or install software for use)
5	Telephone headset or telephone headset w/ microphone (when sold separately or with equipment that does not appears on the list of products that may carry an owners manual warning)
6	Portable stereos (not including portable DVD players)
7	MP3 Players
8	Massagers
9	Microphones 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 appears 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 computer system)
17	Holiday String Lights
18	Audio or Video adapter cords or cable for 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)

ENDORSED  
FILED  
San Francisco County Superior Court  
APR 17 2007  
BORDON PARK-LI, Clerk  
ROCHELLE VELUZ

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

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

8 Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN FRANCISCO

15 MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

16 Plaintiff,

18 vs.

19 BRADSHAW INTERNATIONAL, INC.,  
20 et al.,

21 Defendants.

CASE NO. 456752

(M)  
[Proposed] ORDER  
APPROVING SETTLEMENT  
(BRADSHAW INTERNATIONAL, INC.)

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

23 Plaintiff's motion for approval of settlement and entry of Consent Judgment as to  
24 Defendant Inc. was heard on regular noticed motion on April 17, 2007, at 9:30 a.m. in  
25 Department No. 302. Having reviewed the pleadings and the moving papers, having reviewed  
26 the terms of the proposed consent judgment and having considered the arguments of counsel, the  
27 Court finds as follows:  
28

