

1 WILLIAM VERICK (S.B.# 140972)
2 FREDRIC EVENSON (S.B.# 198059)
3 KLAMATH ENVIRONMENTAL LAW CENTER
4 424 First Street
5 Eureka, California 95501
6 (707) 268-8900 Voice
7 (707) 268-8901 Facsimile

ENDORSED
FILED
San Francisco County Superior Court

JUN 22 2007

GORDON PARK-LI, Clerk
BY: _____
Deputy Clerk

5 DAVID H. WILLIAMS (S.B.# 144479)
6 BRIAN ACREE (S.B.# 202505)
7 370 Grand Avenue, Suite 5
8 Oakland, California 94610
9 (510) 271-0826 Voice
10 (510) 271-0829 Facsimile

11 Attorneys for Plaintiff,
12 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

13 DEBRA S. BELAGA (S.B. #083237)
14 ROBERT S. NICKSIN (S.B. #158430)
15 O'MELVENY & MYERS LLP
16 400 S. Hope Street, 18th Floor
17 Los Angeles, CA 90071-2899
18 (213) 430-6000 Voice
19 (213) 430-6407 Facsimile

20 Attorneys for Defendant
21 KORG U.S.A., INC.

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA
23 COUNTY OF SAN FRANCISCO

24 MATEEL ENVIRONMENTAL JUSTICE
25 FOUNDATION,

Case No. CGC-06-456752

26 Plaintiff,

[PROPOSED] CONSENT JUDGMENT
AS TO KORG USA, INC.

27 v.

28 BRADSHAW INTERNATIONAL, INC.; LOVE-
LESS ASH COMPANY; KORG USA; NOBLE
WIRE AND TERMINAL CORP.; QUINCY
COMPRESSOR, INC.; SCHECTER GUITAR
RESEARCH, INC.; ST. LOUIS MUSIC; AND
DOES1 through 100, inclusive,

Defendants.

1 **1. INTRODUCTION**

2 1.1 On or about June 29, 2006, the Mateel Environmental Justice Foundation (“MEJF”
3 or “Plaintiff”) and its attorneys, Klamath Environmental Law Center (“KELC”), sent Sixty Day
4 Notice Letters to the Office of the California Attorney General of the State of California
5 (“California Attorney General”), all California counties’ District Attorneys and all City Attorneys
6 of California cities with populations exceeding 750,000 (collectively, “Public Enforcers”),
7 charging certain businesses with violating the Safe Drinking Water and Toxic Enforcement Act of
8 1986, California Health and Safety Code Section 25249.5 *et seq.* (“Proposition 65”), in their
9 manufacture, distribution and/or sale of wires and cables coated with polyvinyl chloride (“PVC”).
10 Specifically, MEJF charged that persons handling thermoset/thermoplastic-coated wires, cables
11 and/or cords/cord sets, including PVC-coated wires, cords/cord sets, plugs and connectors, and
12 including both SPT and HPN cords/cord sets (hereinafter referred to as the “Cords”) were
13 exposed to certain chemicals listed under Proposition 65, including, acrylonitrile, antimony
14 trioxide, arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated paraffins,
15 chloroform, ethyl acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent chromium,
16 vinyl chloride, lead, lead compounds, lead acetate, lead phosphate, lead subacetate,
17 di(2ethylhexyl) phthalate (“Proposition 65 Chemicals”).

18 1.2 On or about October 6, 2006, MEJF, acting on behalf of itself, the public interest,
19 and the general public for the matters described in the Notice Letter, filed a Complaint for civil
20 penalties and injunctive relief (“Complaint”) in the San Francisco Superior Court, fashioned,
21 *Mateel Environmental Justice Foundation v. Bradshaw International, Inc., et al.* Case No. CGC-
22 06-456752 based on the Notice Letter. The Complaint alleged, among other things, that Korg
23 USA, Inc. (hereinafter “Korg” or “Settling Defendant”) violated Proposition 65 by
24 manufacturing, marketing and/or distributing to California residents products that are themselves
25 or which incorporate Cords and failing to provide clear and reasonable warnings to California
26 residents who handle and use such products that the handling and use of those products in their
27 normally intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

28 1.3 Plaintiff and Settling Defendant are, for purposes of this Consent Judgment,

1 collectively referred to as the "Parties," with each of them a "Party".

2 1.4 For purposes of this Consent Judgment, the term "Covered Products" means products
3 that are themselves, or that incorporate or have appended to them, Cords, and that are
4 manufactured, distributed, marketed or sold by the Settling Defendant. The term Covered
5 Products includes both such products that are subject to the Warning Requirements of Section 7,
6 and those that are not, including those products that are exempted from the warning requirements
7 of this Consent Judgment pursuant to Sections 7.1 or 7.3. The term "Covered Products" also
8 includes products which are manufactured, distributed, marketed and/or sold by the Settling
9 Defendant either under its own name or brand or under the name or brand of another, specifically
10 including all products bearing the Korg, Marshall and Vox brand names, as well as other brand
11 names (e.g., privately labeled products).

12 1.5 For purposes of this Consent Judgment only, the Settling Defendant admits that: (a) it
13 is a business that employs more than ten persons and manufactures, distributes and/or sells
14 Covered Products into the State of California; (b) the Covered Products may contain one or more
15 Proposition 65 Chemicals; and (c) Proposition 65 Chemicals are chemicals listed under
16 Proposition 65 as being known to the State of California to cause cancer and/or reproductive
17 toxicity.

18 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
19 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
20 over the Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the
21 County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a
22 full settlement and resolution of the allegations contained in the Complaint and Notice Letter and
23 of all claims which were or could have been raised by any person or entity based in whole or in
24 part, directly or indirectly, on the facts alleged therein, arising therefrom or related thereto.

25 1.7 The Parties enter into this Consent Judgment pursuant to a full and final settlement of
26 any and all claims between the Parties for the purpose of avoiding prolonged litigation. This
27 Consent Judgment shall not constitute an admission with respect to any material allegation of the
28 Complaint, each and every allegation of which the Settling Defendant denies; nor may this

1 Consent Judgment or compliance with it be used as evidence of any wrongdoing, misconduct,
2 culpability or liability on the part of the Settling Defendant. The Settling Defendant maintains
3 that its Covered Products have at all times complied with all applicable laws, including
4 Proposition 65.

5 **2. SETTLEMENT PAYMENT**

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

8 (a) At least five (5) days prior to the scheduled hearing date for the motion to
9 approve this Consent Judgment, the Settling Defendant shall pay forty thousand dollars (\$40,000)
10 in total monetary relief. The payments required by the preceding sentence shall be made as
11 follows:

12 (i) Twenty Thousand Dollars (\$20,000) shall be paid to KELC for
13 attorneys fees and costs incurred by KELC on behalf of Plaintiff in investigating this matter and
14 negotiating this Consent Judgment on behalf of Plaintiff and the general public.

15 (ii) Subject to Paragraph 2.2 below, ten thousand dollars (\$10,000) shall be
16 paid to Californians for Alternatives to Toxics and ten thousand dollars (\$10,000) shall be paid to
17 the Ecological Rights Foundation.

18 (iii) Payments shall be made in immediately negotiable funds and sent to
19 KELC, 424 First Street, Eureka, CA 95501. Should Settling Defendant make its monetary
20 payment in the form of a check, Plaintiff agrees not to cash this check until entry of this Consent
21 Judgment by the Court. If, within one-hundred and twenty (120) days of the execution of this
22 agreement by Settling Defendant, the Consent Judgment has not be entered by the Court, KELC
23 shall return the payments to the Settling Defendant.

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

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

3 **3. ENTRY OF CONSENT JUDGMENT**

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

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

7 4.1 For purposes of Section 4 of this Consent Judgment, the term Settling Defendant
8 shall include the Settling Defendant, as defined above, and its past, present and future parents,
9 divisions, subdivisions, brands, including brands distributed by the Settling Defendant,
10 subsidiaries and affiliates and the predecessors, successors and assigns of any of them as well as
11 their past, present and future officers, directors, employees, agents, attorneys, representatives,
12 shareholders and assigns. For purposes of Section 4, the term Settling Defendant shall be deemed
13 to include the Settling Defendant's suppliers (including past, present and future officers, directors,
14 employees, agents, attorneys, representatives, shareholders and assigns) of Covered Products, but
15 only with respect to those Covered Products that such supplier manufactures for sale or
16 distribution by the Settling Defendant. A list delineating some, but not necessarily all, of the
17 names of the various business entities and brands or product types referred to in this Paragraph
18 and in existence on or before the date of entry of this Consent Judgment is attached hereto as
19 Exhibit C.

20 4.2 As to Covered Products, this Consent Judgment is a final and binding resolution
21 between Plaintiff acting on behalf of itself, and (as to those matters referenced in the 60 day
22 Notice Letter) the general public (in the public interest pursuant to Health and Safety Code
23 Section 25249.7(d) and the Business and Professions Code Section 17204) and the Settling
24 Defendant of: (a) any violation of Proposition 65; or, (b) with respect to exposures to the
25 Proposition 65 Chemicals associated with the use of Covered Products including without
26 limitation those listed in the Sixty Day Notice Letter and, any other statutory or common law
27 claim, to the fullest extent that any such claims were or could have been asserted by any person or
28 entity against the Settling Defendant based on its or their exposure of persons to chemicals

1 contained in or otherwise associated with the use of Covered Products manufactured, sold or
2 distributed by, for or on behalf of the Settling Defendant and/or its alleged failure to provide clear
3 and reasonable warning of such exposure to such individuals; or (c) as to exposures to chemicals
4 contained in or otherwise associated with the use of Covered Products, any other claim based in
5 whole or part on the facts alleged in the Complaints or Notice Letters, whether based on actions
6 or omissions committed by the Settling Defendant or any other entity within the Settling
7 Defendant's chain of distribution, including, but not limited to, customers, wholesale or retail
8 sellers or distributors and any other person in the course of doing business ("Downstream
9 Entity").

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

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

1 and alleged failure to warn with respect to Proposition 65 Chemicals contained in Covered
2 Products.

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

14 4.6 Nothing in this Consent Judgment shall be deemed to require an out-of-state
15 manufacturer of Covered Products to provide a Proposition 65 warning for occupational
16 exposures occurring within the State of California.

17 4.7 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and
18 benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions
19 of Section 1542 of the California Civil Code, which provides as follows:

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

26 Plaintiff understands and acknowledges that the significance and consequence of its
27 waiver of California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the
28 matters raised in the Notice Letters, any person or entity on whose behalf they purport to act or
could act, suffers future damages or harm arising out of, resulting from, or related directly or
indirectly to, in whole or in part, the matters covered in Sections 4.2, 4.3 and 4.4 above

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

10 4.8 The Settling Defendant waives all rights to institute any form of legal action against
11 Plaintiff, its officers, directors, attorneys, consultants and representatives for all legal actions
12 undertaken or statements made in the course of such legal actions to seek enforcement of this
13 action and judgment.

14 **5. ENFORCEMENT OF JUDGMENT**

15 5.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
16 hereto by means of noticed motion or order to show cause before the Superior Court of San
17 Francisco County.

18 5.2 Notwithstanding any other provision of this Consent Judgment, in the event Plaintiff
19 identifies Covered Products sold in California for which warnings are required under Section 7
20 and such warnings are not actually being given as required and when specified (“Default”), prior
21 to taking any other enforcement action based on the Default, Plaintiff shall promptly notify the
22 Settling Defendant of the facts giving rise to such failure to warn in writing with confirmable
23 delivery (“Notice of Default”). The Notice of Default shall identify the Covered Product by
24 product name, description and, if available, identification code(s) as well as the dates on and
25 locations at which all Defaults were observed, including photographs and/or declarations attesting
26 to the lack of warning. In the event that the Settling Defendant notifies Plaintiff within sixty (60)
27 days of receiving the Notice of Default that it will implement such measures as are necessary to
28 correct the Defaults (“Notice of Cure”) for all units of the Covered Product at issue shipped for

1 sale by Settling Defendant beginning within one hundred and twenty (120) days thereof, Plaintiff
2 will take no further enforcement action with respect to such violation, and Settling Defendant
3 shall pay a penalty in the amount of \$5,000 (five thousand dollars) for each Covered Product
4 category/type (as opposed to individual products or model numbers) which was the subject of a
5 Notice of Default, of which \$3,000 (three thousand dollars) shall be paid as attorney's fees and
6 investigative costs to Plaintiff's attorney and \$2,000 (two thousand dollars) shall be paid as a civil
7 penalty to Plaintiff to be further divided by Plaintiff as provided by California Health and Safety
8 Code Section 25192. In the event Settling Defendant contests the alleged Default in whole or in
9 part and refuses to pay the aforementioned \$5,000, Settling Defendant may elect to invoke the
10 Dispute Resolution process provided for in Section 9 to resolve the dispute. If within sixty (60)
11 days of receiving the Notice of Default Settling Defendant has not provided a Notice of Cure to
12 Plaintiff or notice as provided in Section 9, Plaintiff may bring an action to enforce the Consent
13 Judgment, bring an action for contempt, or bring a new Proposition 65 action to prosecute the
14 violation identified in the Notice of Default. This section 5.2 shall not apply with respect to
15 allegations for failure to warn with respect to Covered Products manufactured or sold by Settling
16 Defendant which have already been subject to a Notice of Default and which are shipped for sale
17 by Settling Defendant more than one hundred and twenty (120) days after the date of a Notice of
18 a Cure.

19 **6. MODIFICATION OF JUDGMENT**

20 6.1 This Consent Judgment may be modified only upon written agreement of the Parties
21 and upon entry of a modified amended Consent Judgment by the Court, or upon motion of any
22 Party as provided by law and upon entry of a modified amended Consent Judgment by the Court.
23 Notwithstanding the immediately preceding sentence or any other term or provision of this
24 Consent Judgment, if Plaintiff or any affiliated entity, or the California Attorney General enters
25 into, or agrees to in writing, or is otherwise bound by the terms or provisions of injunctive relief
26 relating to the provision of Proposition 65 warnings for Covered Products, with regard to their
27 Cords, which, taken together, are more favorable to the defendant(s) than the terms or provisions
28 that this Consent Judgment provide for a Covered Product of like kind and characteristics with

1 respect to its Cords and their use, the terms of injunctive relief provided for in Section 7 of this
2 Consent Judgment shall automatically be deemed to have been modified to add such more
3 favorable terms or provisions as an option which the Settling Defendant may elect for compliance
4 with this Consent Judgment.

5 **7. INJUNCTIVE RELIEF**

6 7.1 Covered Products shall be deemed to comply with Proposition 65 and be exempt
7 from any Proposition 65 warning requirements if the Cords that are sold as a part of or in
8 association with those Covered Products meet the following criteria: (a) the surface contact layer
9 of the Cords shall have no lead as an intentionally added constituent; and (b) the surface contact
10 layer of the Cords shall have lead content by weight of no more than 0.03% (300 parts per
11 million, or "300 ppm"). The Settling Defendant may comply with the above requirements by
12 relying on information obtained from its suppliers regarding the content of the surface contact
13 layer of the Cords, provided such reliance is in good faith. Obtaining test results showing that the
14 lead content is no more than 0.03%, using a method of sufficient sensitivity to establish a limit of
15 quantification (as distinguished from detection) of less than 300 ppm shall be deemed to establish
16 good faith reliance. Provided that the level of quantification requirement set forth in the
17 preceding sentence is met, the test protocol and methods described on Exhibit D hereto may be
18 relied on. Nothing in the preceding two sentences shall preclude a Settling Defendant from
19 establishing good faith reliance by an alternative means.

20 7.2 Covered Products manufactured and shipped for distribution to or sale in California
21 on or after the Effective Date that do not meet the warning exemption standard set forth in
22 Section 7.1 of this Consent Judgment and are not exempt pursuant to Section 7.3 shall be
23 accompanied by a warning as described in Section 7.4 below. For purposes of this Consent
24 Judgment, one hundred and eighty (180) days after the entry of this Consent Judgment shall be
25 considered the "Effective Date."

26 7.3 The following Covered Products are deemed to be exempt from any Proposition 65
27 warning requirements with respect to Cords: (a) Covered Products which because of their size,
28 weight or function have Cords that are handled only infrequently (such as upon their installation

1 in a setting where they are not typically plugged and unplugged) (“Infrequently Handled
2 Products”); (b) those Covered Products that: (i) are manufactured and shipped before the
3 Effective Date; or (ii) are distributed or shipped for sale outside the State of California;
4 (c) Covered Products that use Cords only as internal components not normally accessible to the
5 consumer during ordinary use; and/or (d) Covered Products which contain the Proposition 65
6 Chemical only as part of the inner conductor or other component not normally accessible to the
7 consumer during ordinary use. Exhibit E contains a list of Covered Products/Product types that
8 are deemed to meet the criteria for Infrequently Handled Products set forth in this Section 7.3 and
9 are therefore exempt. Exhibit E may also be used as guidance in determining whether other
10 Covered Products meet these criteria. Without limitation, Exhibit E may also be used by the
11 Parties in the course of dispute resolution pursuant to Section 9. The Parties acknowledge that
12 common usage of the terms “portable” and “non-portable” do not affect the classification of any
13 Covered Products under this Consent Judgment. Covered Products may be considered
14 Infrequently Handled Products regardless of their weight or the likelihood that they may be used
15 while moving, whether that be on a person, in a car, on an airplane or otherwise.

16 7.4 Should the Settling Defendant’s Covered Products require Proposition 65 warnings
17 under Section 7.2, the Settling Defendant shall, except as otherwise provided in Section 7.5
18 below, either provide one of the warnings described below or any other Proposition 65 warning
19 that has been reviewed and approved in writing by the California Attorney General for use with
20 Covered Products regarding their Cords:

21 “**WARNING:** This product contains chemicals, including lead, known to the State
22 of California to cause [cancer, and] birth defects or other reproductive harm.

23 ***Wash hands after handling.***”

24 or

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

1 or

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

5
6 The word “**WARNING**” shall be in all capital letters and in bold typeface. The hand-washing
7 admonition shall be in bold typeface and italicized. Inclusion of the bracketed words “cancer,
8 and” in the above warning shall be at the Settling Defendant’s option.

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

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

1 warnings are given. If the size of the Covered Product and its packaging is such that a warning
2 required by this Consent Judgment cannot physically be printed on its non-transparent portion in
3 legible size, the warning may be printed on a separate piece of paper or cardstock and inserted
4 into the Covered Product's packaging, provided that (i) the cardstock or paper containing the
5 warning is not white or uncolored, and contains only the warning language, and ii) a substantial
6 portion of the exterior of the packaging material is transparent.

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

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

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

1 commonly performed by an ordinary consumer without training or need to reference operating
2 instructions. Exhibit F contains a list of Covered Products/product types for which Owner's
3 Manual Warnings are deemed to be an allowable method of communicating the warnings
4 required by this Section 7. Without limitation, Exhibit F may be used as guidance in determining
5 whether the criteria for use of Owner's Manual Warnings set forth in this Section are satisfied.
6 Without limitation, Exhibit F may also be used by the Parties in the course of dispute resolution
7 pursuant to Section 9.

8 7.10 The Settling Defendant may provide an Owner's Manual Warning on any Covered
9 Products/product types that satisfy the criteria in Section 7.9, whether or not that Covered Product
10 or product type is listed on Exhibit F. For any Covered Products not already included in Exhibit
11 F, Settling Defendant shall provide to Plaintiff, by certified mail or other confirmable delivery, a
12 list of those Covered Products for which an owners manual warning is proposed to be given.
13 Plaintiff shall, within sixty (60) days, notify Settling Defendant as to whether Plaintiff agrees that
14 an Owner's Manual Warning is appropriate. In the event that Plaintiff determines that an
15 Owner's Manual Warning is not appropriate, it shall provide a written explanation of the basis
16 therefore. In the event that the Settling Defendant disagrees with Plaintiff's determination the
17 Settling Defendant may elect to invoke the Dispute Resolution process provided for in Section 9
18 thereof. Products not existing as of the Effective Date that are introduced for sale after January 1,
19 2009 may use an Owner's Manual Warning if approved in writing by the California Attorney
20 General's office, following sixty (60) days prior notice to Plaintiff.

21 7.11 The requirement for product labeling, set forth herein, is imposed pursuant to the
22 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive
23 method of providing a warning under Proposition 65 and its implementing regulations.

24 8. INFREQUENTLY HANDLED PRODUCTS

25 8.1 Exhibit E contains a list of Infrequently Handled Products that are deemed to meet
26 the criteria of Section 7.3(a) and, therefore, deemed to be exempt from Proposition 65 warning
27 requirements. Without limitation, the Products appearing on Exhibit E may be used as guidance
28

1 to interpret the criteria of Section 7.3(a). A Covered Product is exempt if it meets the criteria of
2 Section 7.3(a) whether or not it appears on Exhibit E.

3 8.2 At least sixty (60) days prior to retail sale, Settling Defendant shall provide to Plaintiff
4 by certified mail or other confirmable delivery, a list of those Covered Products which do not
5 exist as of the Effective Date for which Settling Defendant contends are infrequently handled
6 products for which no warning is required. Plaintiff shall, within sixty (60) days, notify Settling
7 Defendant as to whether Plaintiff agrees that the Covered Product is infrequently handled and
8 does not require a warning. In the event that Plaintiff determines that a warning is required it
9 shall provide a written explanation of the basis therefore. In the event that the Settling Defendant
10 disagrees with Plaintiff's determination the Settling Defendant may elect to invoke the Dispute
11 Resolution process provided for in Section 9 hereof. Products not existing as of the Effective
12 Date that are introduced for sale after April 1, 2008 may be sold without a warning because they
13 are infrequently handled if so approved in writing by the California Attorney General's office,
14 following sixty (60) days prior notice to Plaintiff.

15 9. **DISPUTE RESOLUTION**

16 9.1 Wherever this Consent Judgment provides that the Settling Defendant may invoke
17 the Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling
18 Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff,
19 setting forth the dispute and the basis for the Party's position. The Parties shall then meet and
20 confer in good faith within sixty (60) days to determine whether the dispute may be resolved in
21 order to avoid further litigation of the issue, unless both Parties waive, in writing, notice and the
22 opportunity to meet and confer. In the event that Plaintiff fails to meet and confer within the sixty
23 (60) day period, the Settling Defendant's position shall be deemed to have prevailed. In the event
24 that, after meeting and conferring, Plaintiff disapproves or disagrees with a position taken by the
25 Settling Defendant, Plaintiff shall notify the Settling Defendant in writing, sent by an overnight
26 delivery service requiring a signature upon delivery, within fourteen (14) days of meeting and
27 conferring. Should the Plaintiff do so and should the Settling Defendant wish to pursue its
28 position, the Settling Defendant shall then seek to have the California Attorney General concur

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

15 **10. TERMINATION**

16 The Settling Defendant may elect (but is not required) to terminate its participation in this
17 Consent Judgment beginning on April 1, 2008 or any later date thereafter by means of filing with
18 the court and serving on the Plaintiff, the California Attorney General, and counsel of record to
19 the Settling Defendant with a notice of termination. In the event of the exercise of such an
20 election, the Settling Defendant's obligations and rights and benefits hereunder shall immediately
21 cease to exist.

22 **11. 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
25 Settling Defendant and the successors or assigns of any of them.

26 **12. AUTHORITY TO STIPULATE**

27 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
28 Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the

1 Party represented and legally to bind that Party.

2 13. **NOTICES**

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

7 14. **RETENTION OF JURISDICTION**

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

9 15. **ENTIRE AGREEMENT**

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

16 16. **GOVERNING LAW**

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

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17. 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.

IT IS SO STIPULATED:

DATED: _____

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

By: William Venick
~~Brian A. ...~~ William Venick

CEO
Title

DATED: _____

Korg USA, Inc.

By: _____
Mitchell Colby

Title

IT IS SO ORDERED.

DATED: _____

JUDGE, SUPERIOR COURT OF CALIFORNIA

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17. 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.

IT IS SO STIPULATED:

DATED: _____

MATEEL ENVIRONMENTAL JUSTICE
FOUNDATION

By: _____
Brian Acree

Title

DATED: 4-30-07 *RSW*

Korg USA, Inc.

By: *Mitch Colby*
Mitchell Colby

Senior Vice President
Title

IT IS SO ORDERED.

DATED: JUN 22 2007

PAUL H. ALVARADO

JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT A
Copy Of Sixty-Day Notice Letter

Klamath

June 29, 2006

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

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") give you notice that the private businesses on the attached service list have been, are, will be and threaten to be 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 private 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 when they smoke the cigarettes. People are thus exposed to these chemicals via the ingestion, inhalation, dermal absorption, mucous membrane absorption and subcutaneous routes. These private 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 June 29, 2003 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 these private businesses make outside of California, except as to workplaces these businesses maintain in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of these businesses and in each of California's 58 counties.

Cordially,


William Verick

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

PRODUCT LIST

ANDIS COMPANY, INC.

ANDIS ADJUSTABLE HOME PET TRIMMER #LR51303 UPC: 040102 188152: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

BRADSHAW INTERNATIONAL, INC.

GOOD COOK IMMERSION HEATER #16990 UPC: 076753 169905: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

CALRAD ELECTRONICS, INC.

5.1 DIGITAL CABLE 6 RCA CABLES FOR DTS PROCESSORS TO SURROUND AMPS 6: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

LOVE-LESS ASH COMPANY

LOVE-LESS ASH COMPANY WET/DRY DUSTLESS VAC MODEL 16003 16 GALLON UPC: 617450 160033: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

MARSHALL AMPLIFICATION/KORG USA

MG SERIES 30DFX AMPLIFIER: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

NOBLE WIRE AND TERMINAL CORP.

12' TEST LEAD #8712 UPC: 715995 318497: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

QUINCY COMPRESSOR

AIR MASTER SERIES COMPRESSOR #115285-110 2HP 4.1 CFM PSI: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

SAKAR INTERNATIONAL, INC.

MAXIMO CONCEPTS TRAVEL AUTO MUG DUAL MUG KIT UPC: 21331 427212: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

SCHIECTER GUITAR RESEARCH, INC.

SCHIECTER DIAMOND SERIES GRYPHON ELECTRIC GUITAR: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

ST. LOUIS MUSIC, INC.

CRATE GT 15 R AMPLIFIER: This product description pertains not only to the specific model of the product listed, but also for all units of all models of similar types of products.

SERVICE LIST

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

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

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

OFFICE OF THE CITY ATTORNEY
CITY OF SACRAMENTO
989 P Street, 10th Floor
SACRAMENTO, CA 95814

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

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

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

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

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

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

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF BUTTE
25 COUNTY CENTER DR.
OROVILLE, CA 95963

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

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

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

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

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

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF FRESNO
2220 TULARE ST #1000
FRESNO, CA 93721

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

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

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

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF INYO
P.O. DRAWER D
INDEPENDENCE, CA 93326

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

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

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

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

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

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MADERA
209 W. YOSEMITE AVE.
MADERA, CA 95337

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

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

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

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

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

OFFICE OF THE DISTRICT
ATTORNEY
COUNTY OF MONO
P.O. BOX 617
BRIDGEPORT, CA 93317

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF MONTEREY
240 CHURCH ST.
P.O. BOX 180
SALINAS, CA 95072

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

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF ORANGE
400 CIVIC CENTER DR WEST
SANTA ANA, CA 92701

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

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

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

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

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

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SAN DIEGO
101 W. BROADWAY #1300
SAN DIEGO, CA 92101

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

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

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

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SANTA BARBARA
1112 SANTA BARBARA ST.
SANTA BARBARA, CA 93101-3008

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

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SHASTA
1575 COURT ST.
REDDING, CA 96001

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

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

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SONOMA
600 ADMINISTRATION DR. #2121
SANTA ROSA, CA 95403

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF STANISLAUS
1100 I ST. #700
MODESTO, CA 95334

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF SUTTER
1160 CIVIC CENTER BLVD. #A
YUBA CITY, CA 95903

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF TEHAMA
P.O. BOX 319
REDBLUFF, CA 96060

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

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

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

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

OFFICE OF THE DISTRICT ATTORNEY
COUNTY OF YOLO
204 4TH ST
P.O. BOX 1247
WOODLAND, CA 95693

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

MATT ANDIS, PRESIDENT
ANDIS COMPANY, INC.
PO BOX 085005
RACINE, WI 53408-5005

DOUGLAS J. BRADSHAW, PRESIDENT
BRADSHAW INTERNATIONAL, INC.
9409 BUFFALO AVE
RANCHO CUCAMONGA, CA 91750

ROBERT A. SHUPPER, PRESIDENT
CALRAD ELECTRONICS, INC.
819 N. HIGHLAND AVE.
LOS ANGELES, CA 90018

COLLEEN LOVELESS, PRESIDENT
LOVE-LESS ASH COMPANY
840 S MCKE LANE
PRICE, UT 84501-3523

MICHAEL KOVINS, PRESIDENT
KORG USA
316 SOUTH SERVICE ROAD
MELVILLE, NY 11747-3201

CONSTANCE J. NICHOLS, PRESIDENT
NOBLE WIRE & TERMINAL CORP
1620 32ND STRFET
SPRINGFIELD, OR 97478-5529

JOHN THOMPSON, PRESIDENT
QUINCY COMPRESSOR, INC.
701 N DOBSON AVE
BAY MINETTE, AL 36507-3199

CHARLES SAKA, PRESIDENT
SAKAR INTERNATIONAL, INC.
193 CARTER DRIVE
EDISON, NJ 08817-2068

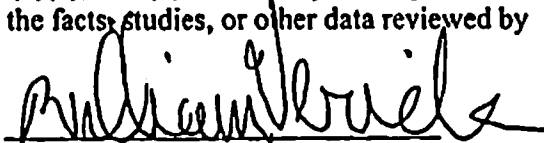
MICHAEL CIRAYOLO, PRESIDENT
SCHECTER GUITAR RESEARCH, INC.
1536 N. HIGHLAND AVE
LOS ANGELES, CA 90028

EUGENE KORNBLLUM, CEO
ST LOUIS MUSIC, INC
1400 FERGUSON AVE
ST LOUIS, MO 63133-1794

CERTIFICATE OF MERIT

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

Dated: June 29, 2006


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, Nicole Frank, declare:

If called, I could and would testify as follows: I am over eighteen. My business address is 424 First Street, Eureka, California, 95501. On June 29, 2006 I caused the attached 60-DAY NOTICE LETTER, or a letter identical in substance, to be served by U.S. Mail on those public enforcement agencies listed on the attached SERVICE LIST; in addition on the same date and by U.S. Mail I caused the attached 60-DAY NOTICE LETTER and PROPOSITION 65: A SUMMARY to be sent by Certified U.S. Mail to the private business entities also listed on the attached SERVICE LIST. I deposited copies of these documents in envelopes, postage pre-paid, with the U.S. Postal Service on the day on which the mail is collected. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on June 29, 2006, at Eureka, California.



Nicole Frank

EXHIBIT B

Addresses For Notice Under Consent Judgment

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Korg USA, Inc.

Mitchell Colby
Senior Vice President
Product Development & Support
Korg USA Inc.
316 South Service Road
Melville, NY 11747
631.390.6514 (direct line)
800.645.3188 ext. 6514
631.390.6515 (fax)
mitch@korgusa.com

Mateel Environmental Justice Foundation

William Verick
Klamath Environmental Law Center
424 First Street
Eureka, CA 95501
Tel: 707-268-8900
Fax: 707-268-8901

1 **EXHIBIT C**

2 **Optional List of Certain Brand Names and Product Types**

3
4 **A. Brand Names:**

5 Marshall Amplification PLC

6 Vox LTD

7 Korg USA, Inc.

8 **B. Product Types:**

9 All products with cords, manufactured, distributed and/or sold by Settling Defendant in California
10 including, but not limited to, the following:

11 Keyboards and modules

12 Musical controllers

13 Dance and disc jockey tools

14 Recording equipment

15 Electronic pianos

16 Electronic tuners

17 Electronic metronomes

18 Electronic effect processors

19 Amplifiers primarily used with musical instruments

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EXHIBIT D
Exemplar of Optional Testing Protocol

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

Step 2. On multiconductor cables, remove the insulated conductors and any other inner components from the 3-inch section of the cable. On single insulated conductors, remove the metallic conductor from the 3-inch section of the cable.

Place the outer nonmetallic covering into a lead free receptacle (such as a pre-labeled resealable plastic food storage bag).

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

Step 4. Prepare samples for laboratory analysis according to EPA Method 160.4 or 3050. Samples must be prepared such that each sample is completely digested before proceeding to step 5.

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

Step 6. Compute the arithmetic mean from the three samples.

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EXHIBIT E

Infrequently Handled Products

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

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| 1 | 42 | Computer Cables (in walls) |
| 2 | 43 | Computer CD/DVD Drives (installed, not used with laptops) |
| 3 | 44 | Computer docking system |
| 4 | 45 | Computer Keyboard |
| 5 | 46 | Computer modem line (data and power) |
| 6 | 47 | Computer monitor cable |
| 7 | 48 | Computer Mouse (cordless) |
| 8 | 49 | Computer Peripheral AC Adaptor cord and I/F cable (not including those for portable computers or portable peripheral devices) |
| 9 | 50 | Computer Peripheral PCMCIA Card Cord (not including those for portable computers) |
| 10 | 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)) |
| 11 | 52 | Computer Scanners (not including those designed for portable computers) |
| 12 | 53 | Computer Servers and External Storage Units |
| 13 | 54 | Computer Speaker Cords (not including those used with portable computers) |
| 14 | 55 | Computer Tape Drives |
| 15 | 56 | Controller/Tuner Power Cord |
| 16 | 57 | Convector Power Cords |
| 17 | 58 | Cooktop Power Cords (not including those used with small portable hot plates) |
| 18 | 59 | Copier |
| 19 | 60 | Cordless Toothbrush |
| 20 | 61 | Data Logger Cable (unless included with portable device) |
| 21 | 62 | Deep fryer |
| 22 | 63 | Desktop computer power/patch/pin cords (unless designed to plug into front of computer (e.g., USB cords)) |
| 23 | 64 | Digital imaging equipment (non-portable and not for use with portable computer system) |
| 24 | 65 | Digital media editor power cords/connecting cables (for installed, non-portable media editor units) |
| 25 | 66 | Digital Sender (digitizes and transmits images), for installed, non-portable units |
| 26 | 67 | Digital Tuner (non-portable units only) |
| 27 | 68 | Dishwasher |
| 28 | 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 |
| | 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) |

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| 1 | | units which otherwise are regularly installed, or not typically moved from place to place). |
| 2 | 88 | Fax Machines |
| 3 | 89 | Fire Alarm cable |
| 4 | 90 | Fish Roaster |
| 5 | 91 | Flatbread Maker |
| 6 | 92 | Food Processor/Chopper (not including hand-held models) |
| 7 | 93 | Fountain, Decorative |
| 8 | 94 | Freezer |
| 9 | 95 | Garbage Disposals and associated cords (whether sold separately or with product) |
| 10 | 96 | Generators (large systems with only grounding wire) |
| 11 | 97 | Hair Clippers (cordless models only) |
| 12 | 98 | Hair Dryer (only models with retractable cord) |
| 13 | 99 | Hair setter (rollers only, not curling irons) |
| 14 | 100 | Ham and Two-Way Radio and Accessories and Adapters (not handset cords, unless microphone is designed on stand with switch) |
| 15 | 101 | Hard Disk Recorder peripheral and power cords (not including those for portable computers) |
| 16 | 102 | Headphones (cordless models only) |
| 17 | 103 | Headset with Earphone and Microphone (cordless models only) |
| 18 | 104 | Hole punch |
| 19 | 105 | Hot Lather Machine |
| 20 | 106 | Hot Lotion dispenser |
| 21 | 107 | Hot Pot/Kettle/Tea Brewer (if cord attaches to separate base unit) |
| 22 | 108 | Hot Water Dispenser |
| 23 | 109 | Humidifier/Dehumidifier |
| 24 | 110 | Ice Cream Maker |
| 25 | 111 | Ice Maker |
| 26 | 112 | Indoor and outdoor phone cable (if designed for permanent installation) |
| 27 | 113 | Intercoms (non-hand-held models only) |
| 28 | 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) |
| | 127 | Mobil telephone battery cables (internal wires and cords only) |
| | 128 | Mobile telephone accessories (only those using corded base charging unit or permanently installed in automobiles) |
| | 129 | Mobile video screens designed for permanent installation (such as for use in automobiles or boats) |
| | 130 | Multi-function office support device (combines functions such as copier, printer, fax machine, PBX, voice mail into one) |
| | 131 | Neon sign & oil burner ignition cable |

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| 132 | NIC/Modem cables |
| 133 | Optical Cable/Stereo Optical Cords (unless designed to plug into front of system) |
| 134 | Optical Disc AC Adapter (non-portable and not for use with portable computer systems) |
| 135 | Optical Disc Power Cords (non-portable and not for use with portable computer systems) |
| 136 | Ovens |
| 137 | Over-Range Microwave Ovens/Hoods |
| 138 | Paper shredder |
| 139 | Parrafin/wax Bath for Hands |
| 140 | Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold with device otherwise excluded) |
| 141 | Pencil sharpener |
| 142 | Personal Hygiene System and associated power cord |
| 143 | Pest Repeller |
| 144 | Pet Cage Dryers |
| 145 | Portable Dishwasher |
| 146 | Portable heater (only if designed for permanent installation) |
| 147 | Portable Washer |
| 148 | Postage meters |
| 149 | Postal scales |
| 150 | Potpourri heater |
| 151 | Power bases for charging wireless devices (if designed for long term installation) |
| 152 | Power tools (corded, cordless, stationary, or portable) |
| 153 | Power/control/instrumentation tray cable (except for non-permanently-installed public address systems) |
| 154 | Pressure Cooker |
| 155 | Printer cables |
| 156 | Printer power cord |
| 157 | Projector, non-portable (no handle or carrying case) |
| 158 | Public Address Amplifier and Accessories (non-portable or otherwise designed for permanent or long term installation) |
| 159 | Radiator |
| 160 | Radios with attached cord and without handles (including clock radios) |
| 161 | Range |
| 162 | Range Hoods/Vent |
| 163 | Rechargeable Flashlights |
| 164 | Rechargeable Lanterns |
| 165 | Refrigerator |
| 166 | Rice Cake Maker |
| 167 | Rice Cooker |
| 168 | Riser/Plenum cable (if designed for permanent/long term installation) |

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| 169 | Roaster Oven |
| 170 | Rope Lights (other than holiday string lights) if designed for permanent/long term installation |
| 171 | Satellite dish |
| 172 | Scales |
| 173 | Scanner antenna |
| 174 | Shavers - Cordless w/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 |
| 210 | Ignition Cable for Gas Tube Signage |
| 211 | Hook-Up Wire (intended for permanent or long-term installation) |
| 212 | Telephone Switching Station Cable |

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| 213 | Loop Detector Wire Used in Traffic Counting |
| 214 | Utility Cable and Wire (Power and Communications) |
| 215 | Signal Cable |
| 216 | Power/Control/Instrumentation/Signal Cable/Utility Cable and Wire (Power and Communications) |

EXHIBIT F

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

| | |
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| 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. |
| 25 | Stand alone video mixer or switcher with non-integrated mouse |
| 26 | Portable warming tray |

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| 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 |

1 WILLIAM VERICK, CSB #140972
2 KLAMATH ENVIRONMENTAL LAW CENTER
3 FREDRIC EVENSON, CSB #198059
4 424 First Street
5 Eureka, CA 95501
6 (707) 268-8900

7 DAVID H. WILLIAMS, CSB #144479
8 BRIAN ACREE, CSB #202505
9 370 Grand Avenue, Suite 5
10 Oakland, CA 94610
11 Telephone: (510) 271-0827
12 Facsimile: (510) 271-0829

13 Attorneys for Plaintiff
14 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

ENDORSED
FILED
San Francisco County Superior Court

JUN 22 2007

GORDON PARK-LI, Clerk
BY: _____
Deputy Clerk

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

16 MATEEL ENVIRONMENTAL JUSTICE
17 FOUNDATION,

18 Plaintiff,

19 vs.

20 BRADSHAW INTERNATIONAL, INC.;
21 LOVE-LESS ASH COMPANY; KORG
22 USA; NOBLE WIRE AND TERMINAL
23 CORP.; QUINCY COMPRESSOR,
24 INC.; SCHECTER GUITAR RESEARCH,
25 INC.; ST. LOUIS MUSIC

26 Defendants.

CASE NO. CGC-06-456752

[proposed] ORDER APPROVING
SETTLEMENT

Date: June 22, 2007
Time: 9:30 a.m.
Dept. No.: 302

27 Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on
28 noticed motion on June 22, 2007. The court finds that:

1. The reformulation required by the Consent Judgment complies with the

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requirements of Proposition 65;

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

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

IT IS SO ORDERED.

Dated: JUN 22 2007

PAUL H. ALVARADO

Judge of the Superior Court