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14 Attorneys for Plaintiff, MATEEL
15 ENVIRONMENTAL JUSTICE FOUNDATION

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN FRANCISCO**

18 MATEEL ENVIRONMENTAL
19 JUSTICE FOUNDATION,,
20
21 Plaintiff,
22
23 v.
24 ENERCO GROUP, INC., ET AL
25
26 Defendants.

Case No. CGC 06- 456753

**CONSENT JUDGMENT AS TO
DEFENDANTS FIESTA GAS GRILLS,
LLC; MANCHESTER TANK &
EQUIPMENT CO.; WOLFDAL
ENGINEERING LIMITED; and
WORTHINGTON CYLINDER
CORPORATION**

27 **1. INTRODUCTION**

28 **1.1** On November 3, 2006, the MATEEL ENVIRONMENTAL JUSTICE FOUNDATION (“Mateel”) acting on behalf of itself and the general public, filed a complaint for civil penalties and injunctive relief in San Francisco County Superior Court, Case No.CGC-06-456753. The complaint, as amended, (hereafter referenced as “First Amended Complaint”) names, inter alia, defendants Fiesta Gas Grills, LLC.; Manchester Tank & Equipment Co.; Wolfedale Engineering Limited, and Worthington Cylinder

Mateel v. Enerco Group et al., Case No 456753

CONSENT JUDGMENT

ENDORSED
FILED
San Francisco County Superior Court

AUG 15 2007

GORDON PARK-LI, Clerk
BY: PHILOMENA DIAS
Deputy Clerk

1 Corporation (collectively, "Settling Defendants"). The First Amended Complaint alleges,
2 among other things, that Settling Defendants violated provisions of the Safe Drinking
3 Water and Toxic Enforcement Act of 1986, Health and Safety Code Sections 25249.5,
4 *et seq.* ("Proposition 65"). In particular, Mateel alleges that Settling Defendants have
5 knowingly and intentionally exposed persons to the valve Hand Wheels (defined as the
6 handle or other device that is intended to be gripped and manipulated so as to open or
7 close the valve of a propane cylinder) of propane cylinders made of brass containing lead
8 and/or lead compounds (hereinafter "Leaded Brass"), which are chemicals known to the
9 State of California to cause cancer and birth defects or other reproductive harm, without
10 first providing a clear and reasonable warning to such individuals.

11 **1.2** On July 27, 2006, a 60-Day Notice letter ("Notice Letter") was sent by
12 Mateel to Settling Defendants, the California Attorney General, all California District
13 Attorneys, and all City Attorneys of every California City with populations exceeding
14 750,000.

15 **1.3** Each Settling Defendant is a business that employs ten or more persons and
16 manufactures, distributes, and/or markets propane tanks within the State of California.
17 Some of those products are alleged to contain lead and/or lead compounds. Lead and lead
18 compounds are chemicals known to the State of California to cause cancer, and lead is a
19 chemical known to the State of California to cause reproductive toxicity pursuant to
20 Health and Safety Code Section 25249.9. Under specified circumstances, products
21 containing lead and/or lead compounds that are sold or distributed in the State of
22 California are subject to the Proposition 65 warning requirement set forth in Health and
23 Safety Code Section 25249.6. Plaintiff Mateel alleges that Leaded Brass valve Hand
24 Wheels manufactured, distributed, sold and/or marketed by each Settling Defendant for
25 use in California require a warning under Proposition 65.

26 **1.4** For purposes of this Consent Judgment, the term "Covered Products" shall
27 be defined as 4 to 40 lb. propane cylinders equipped with overfill protection devices
28 (OPDs), including any valves and valve Hand Wheels that are incorporated with such

1 cylinders, to the extent such products are distributed and sold within the state of
2 California, that are manufactured, distributed, marketed and/or sold by a Settling
3 Defendant, regardless of whether they bear the label of a Settling Defendant.

4 **1.5** For purposes of this Consent Judgment, the parties stipulate that this Court
5 has jurisdiction over the allegations of violations contained in the First Amended
6 Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in
7 the First Amended Complaint, that venue is proper in the County of San Francisco and
8 that this Court has jurisdiction to enter this Consent Judgment as a full settlement and
9 resolution of the allegations contained in the First Amended Complaint and of all claims
10 that were or could have been raised by any person or entity based in whole or in part,
11 directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

12 **1.6** This Consent Judgment resolves claims that are denied and disputed. The
13 parties enter into this Consent Judgment pursuant to a full and final settlement of any and
14 all claims between the parties for the purpose of avoiding prolonged litigation. This
15 Consent Judgment shall not constitute an admission with respect to any material allegation
16 of the First Amended Complaint, each and every allegation of which each Settling
17 Defendant denies, nor may this Consent Judgment or compliance with it be used as
18 evidence of any wrongdoing, misconduct, culpability or liability on the part of each
19 Settling Defendant or any other Defendant.

20 **2. SETTLEMENT PAYMENT**

21 **2.1** In settlement of all of the claims referred to in this Consent Judgment
22 against the Settling Defendants, within ten (10) calendar days of entry of this Consent
23 Judgment by the Court, Settling Defendants shall pay \$ 72,000 to the Klamath
24 Environmental Law Center (“KELC”) to cover a portion of Mateel’s attorneys’ fees and
25 costs.

26 **2.2** Within ten (10) calendar days of entry of this Consent Judgment by the
27 Court, Settling Defendants shall pay \$24,000 to the Ecological Rights Foundation and
28 \$24,000 to Californians for Alternatives to Toxics for work informing the California

1 Consumers about the hazards of and exposures to toxic chemicals and for work to reduce
2 exposures to and pollution from toxic chemicals. Both are California non-profit
3 environmental organizations that advocate for workers' and consumers' safety, and for
4 awareness and reduction of toxic exposures.

5 **3. ENTRY OF CONSENT JUDGMENT**

6 **3.1** The parties hereby request that the Court promptly enter this Consent
7 Judgment. Upon entry of the Consent Judgment, Settling Defendants and Mateel waive
8 their respective rights to a hearing or trial on the allegations of the First Amended
9 Complaint.

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

11 **4.1** This Consent Judgment is a final and binding resolution between Mateel,
12 acting on behalf of itself and the general public, and Settling Defendants, of: (i) any
13 violation of Proposition 65 with respect to the Covered Products, and (ii) any other
14 statutory or common law claim, to the fullest extent that any of the foregoing described in
15 (i) or (ii) were or could have been asserted by any person or entity against a Settling
16 Defendant based upon, arising out of or relating to a Settling Defendant's compliance with
17 Proposition 65, or regulations promulgated thereunder, with respect to the Covered
18 Products, and any other claim based in whole or part on the facts alleged in the First
19 Amended Complaint, whether based on actions committed by a Settling Defendant, or by
20 (a) any other entity within the chain of distribution of the Covered Products, including, but
21 not limited to, manufacturers, wholesale or retail sellers or distributors and any other
22 person in the course of doing business, or (b) any entity that manufactured, sold, or
23 distributed the valves and/or valve Hand Wheels included with the Covered Products. As
24 to alleged exposures to Covered Products, compliance with the terms of this Consent
25 Judgment resolves any issue, now and in the future, concerning compliance by Settling
26 Defendant and its parents, subsidiaries or affiliates, predecessors, officers, directors,
27 employees, and all manufacturers, customers, distributors, wholesalers, retailers or any
28 other person in the course of doing business involving the Covered Products, and the

1 successors and assigns of any of these who may manufacture, use, maintain, distribute,
2 market or sell Covered Products, with the requirements of Proposition 65.

3 **4.2** As to alleged exposures to Covered Products, Mateel, acting on behalf of
4 itself and the general public, and its agents, successors and assigns, waives all rights to
5 institute any form of legal action, and releases all claims against each Settling Defendant
6 and its parents, subsidiaries or affiliates, predecessors, officers, directors, employees, and
7 all customers, manufacturers, distributors, wholesalers, retailers or any other person in the
8 course of doing business involving the Covered Products, and the successors and assigns
9 of any of them, who may manufacture, use, maintain, distribute or sell the Covered
10 Products, whether under Proposition 65 or otherwise, arising out of or resulting from, or
11 related directly or indirectly to, in whole or in part, the Covered Products and claims
12 identified in Mateel's Notice Letter. In furtherance of the foregoing, Mateel, acting on
13 behalf of itself and the general public, hereby waives any and all rights and benefits which
14 it now has, or in the future may have, conferred upon it with respect to the Covered
15 Products by virtue of the provisions of Section 1542 of the California Civil Code, which
16 provides as follows:

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

23 Mateel understands and acknowledges that the significance and consequence of this
24 waiver of California Civil Code Section 1542 is that even if Mateel or any member of the
25 general public suffers future damages arising out of or resulting from, or related directly
26 or indirectly to, in whole or in part, the Covered Products, it will not be able to make any
27 claim for those damages against each Settling Defendant, its parents, subsidiaries or
28 affiliates, predecessors, officers, directors, employees, and all customers, manufacturers,

1 distributors, wholesalers, retailers or any other person in the course of doing business
2 involving the Covered Products, and the successors and assigns of any of them, who may
3 manufacture, use, maintain, distribute or sell the Covered Products. Furthermore, Mateel
4 acknowledges that it intends these consequences for any such claims which may exist as
5 of the date of this release but which Mateel does not know exist, and which, if known,
6 would materially affect its decision to enter into this Consent Judgment, regardless of
7 whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or
8 any other cause.

9 **5. ENFORCEMENT OF JUDGMENT**

10 **5.1** The terms of this Consent Judgment shall be enforced exclusively by the
11 parties hereto. The parties may, by noticed motion or order to show cause before the
12 Superior Court of San Francisco County, giving the notice required by law, enforce the
13 terms and conditions contained herein.

14 **6. MODIFICATION OF JUDGMENT**

15 Except as provided for in Paragraph 7.2, this Consent Judgment may be
16 modified only upon written agreement of the parties and upon entry of a modified Consent
17 Judgment by the Court thereon, or upon motion of any party as provided by law and upon
18 entry of a modified Consent Judgment by the Court.

19 **7. INJUNCTIVE RELIEF**

20 **7.1** The reformulation requirements set forth in paragraph 7.2 shall apply only
21 to newly manufactured Covered Products that each Settling Defendant ships for
22 distribution after 90 days from the date of entry of this Consent Judgment (“the Effective
23 Date”) and which are products manufactured, distributed, marketed, sold or shipped for
24 sale or use inside the State of California.

25 **7.2** Covered Products newly manufactured and shipped after the Effective Date
26 shall use a Hand Wheel which is made of a lead free material. Mateel acknowledges that
27 other components of the valves, including but not limited to the valve bodies, are made of
28 Leaded Brass and that Settling Defendants are not required to make the valve components

1 other than the Hand Wheels from lead free materials. In addition, no warning will be
2 required on the Covered Products manufactured in compliance with this Consent
3 Judgment.

4 **8. AUTHORITY TO STIPULATE**

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

8 **9. RETENTION OF JURISDICTION**

9 This Court shall retain jurisdiction of this matter to implement the Consent
10 Judgment.

11 **10. ENTIRE AGREEMENT**

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

18 **11. GOVERNING LAW**

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

22 **12. FEES AND EXPENSES**

23 The parties acknowledge and agree that, except as set provided in Section 2.1 of
24 this Consent Judgment, each party shall bear its own costs, expenses, consultant and
25 expert fees, and attorneys' fees arising out of and/or in connection with the litigation, the
26 negotiation, drafting and execution of this Consent Judgment, and all matters arising out
27 of and/or connected therewith, except that, in the event any action or proceeding is
28 brought to enforce this Consent Judgment, the prevailing party shall be entitled to

1 reasonable and necessary attorneys' fees, expenses, and costs in addition to all other relief to
2 which that party may be entitled.

3 **13. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION**

4 **25249.7(F)**

5 Mateel agrees to comply with the reporting form requirements referenced in Health &
6 Safety Code Section 25249.7(f). Pursuant to regulations promulgated under that section, Mateel
7 shall present this Consent Judgment to the California Attorney General's Office within five (5)
8 days after receiving all of the necessary signatures. A noticed motion to enter the Consent
9 Judgment will then be served on the Attorney General's Office at least forty-five (45) days prior
10 to the date a hearing is scheduled on such motion in the Superior Court for the City & County of
11 San Francisco unless the Court allows a shorter period of time.
12

13 **14. COURT APPROVAL**

14 If this Consent Judgment is not approved by the Court, it shall be of no force or
15 effect, and cannot be used in any proceeding for any purpose.
16

17 **IT IS SO STIPULATED:**

18 DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

19
20 _____
21 William Verick
22 CEO Mateel Environmental Justice Foundation,
23 Klamath Environmental Law Center

24 DATED: FIESTA GAS GRILLS, LLC

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26 _____
27 By:
28 Its:

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DATED: MANCHESTER TANK & EQUIPMENT CO.

By:
Its:

DATED: WOLFDALÉ ENGINEERING LIMITED,

By:
Its:

DATED: WORTHINGTON CYLINDER CORPORATION

By:
Its:

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JUDGE OF THE SUPERIOR COURT

1 reasonable and necessary attorneys' fees, expenses, and costs in addition to all other relief to
2 which that party may be entitled.

3 **13. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION**

4 **25249.7(F)**

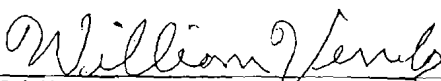
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6 Safety Code Section 25249.7(f). Pursuant to regulations promulgated under that section, Mateel
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9 Judgment will then be served on the Attorney General's Office at least forty-five (45) days prior
10 to the date a hearing is scheduled on such motion in the Superior Court for the City & County of
11 San Francisco unless the Court allows a shorter period of time.
12

13 **14. COURT APPROVAL**

14 If this Consent Judgment is not approved by the Court, it shall be of no force or
15 effect, and cannot be used in any proceeding for any purpose.
16

17 **IT IS SO STIPULATED:**

18 DATED: 6/28/07 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

19 
20 _____
21 William Verick
22 CEO Mateel Environmental Justice Foundation,
23 Klamath Environmental Law Center

24 DATED: FIESTA GAS GRILLS, LLC

25 _____
26 By:
27 Its:
28

1 reasonable and necessary attorneys= fees, expenses, and costs in addition to all other relief to
2 which that party may be entitled.

3 **13. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION**

4 **25249.7(F)**

5 Mateel agrees to comply with the reporting form requirements referenced in Health &
6 Safety Code Section 25249.7(f). Pursuant to regulations promulgated under that section, Mateel
7 shall present this Consent Judgment to the California Attorney General's Office within five (5)
8 days after receiving all of the necessary signatures. A noticed motion to enter the Consent
9 Judgment will then be served on the Attorney General's Office at least forty-five (45) days prior
10 to the date a hearing is scheduled on such motion in the Superior Court for the City & County of
11 San Francisco unless the Court allows a shorter period of time.
12

13
14 **14. COURT APPROVAL**

15 If this Consent Judgment is not approved by the Court, it shall be of no force or
16 effect, and cannot be used in any proceeding for any purpose.

17 **IT IS SO STIPULATED:**

18 DATED: MATEEL ENVIRONMENTAL JUSTICE FOUNDATION

19
20 _____
21 William Verick
22 CEO Mateel Environmental Justice Foundation,
23 Klamath Environmental Law Center

24 DATED: 6/28/07 FIESTA GAS GRILLS, LLC

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26 _____
27 By: *Shawn Minshall*
28 Its: *Managing Partner*

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DATED: *June 25, 2007* MANCHESTER TANK & EQUIPMENT CO.
Harrison Whitehead
By: HARRISON WHITEHEAD
Its: VICE PRESIDENT

DATED: WOLFDALÉ ENGINEERING LIMITED,

By:
Its:

DATED: WORTHINGTON CYLINDER CORPORATION

By:
Its:

IT IS SO ORDERED, ADJUDGED AND DECREED:

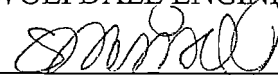
DATED: _____
JUDGE OF THE SUPERIOR COURT

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DATED: MANCHESTER TANK & EQUIPMENT CO.

By:
Its:

DATED: 6/28/07 WOLFDALE ENGINEERING LIMITED,



By: Shawn Minshall
Its: Vice President

DATED: WORTHINGTON CYLINDER CORPORATION

By:
Its:

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED:

JUDGE OF THE SUPERIOR COURT

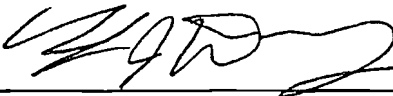
1 DATED: MANCHESTER TANK & EQUIPMENT CO.

2 _____
3 By:
4 Its:

5 DATED: WOLFDALÉ ENGINEERING LIMITED,

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7 By:
8 Its:

9 DATED: 6/28/07 WORTHINGTON CYLINDER CORPORATION

10 
11 _____
12 By: Timothy J. Doucet
13 Its: Assistant General Counsel

14 IT IS SO ORDERED, ADJUDGED AND DECREED:

15 DATED: AUG 15 2007

16 PETER J. BUSCH

17 _____
18 JUDGE OF THE SUPERIOR COURT
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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
9

ENDORSED
FILED
San Francisco County Superior Court

AUG 15 2007

GORDON PARK-LI, Clerk
BY: PHILOMENA DIAS
Deputy Clerk

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN FRANCISCO

15 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION, CASE NO. 456753

16 Plaintiff,

[Proposed] ORDER APPROVING
SETTLEMENT AS TO DEFENDANTS
FIESTA GAS GRILLS, LLC.;
MANCHESTER TANK & EQUIPMENT CO.;
WOLFEDALE ENGINEERING LIMITED
and
WORTHINGTON CYLINDER
CORPORATION

19 vs.

22 ENERCO GROUP, INC., et al.,

Date: August 15, 2007
Time: 9:30 a.m.
Dept. No.: 301

23 Defendants.

24
25 Plaintiff's motion for approval of settlement and entry of Consent Judgment as to
26 Defendant Inc. was heard on regular noticed motion on August 15, 2007, at 9:30 a.m. in
27

28 ORDER Approving Settlement (Fiesta Gas Grills, LLC; Manchester Tank & Equipment Co.,
Wolfedale Engineering Limited; and Worthington Cylinder Corporation)
Mateel v. Enerco, Inc., Case No. 456753

1 Department No. 301. Having reviewed the pleadings and the moving papers, having reviewed
2 the terms of the proposed consent judgment and having considered the arguments of counsel, the
3 Court finds as follows:

4 1. The warnings the Consent Judgment requires comply with the requirements of
5 Proposition 65.

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

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

10
11 IT IS SO ORDERED.

12 **PETER J. BUSCH**

13 Dated: AUG 15 2007

14 _____
15 Judge of the Superior Court
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1 PROOF OF SERVICE

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3 I am over 18 years of age, not a party to the within action, and an active member of the
4 Bar of the State of California, with a business address of 370 Grand Avenue, Suite 5, Oakland,
CA 94610. On **June 28, 2007**, I served the documents entitled:

5 NOTICE OF MOTION AND MOTION TO APPROVE PROPOSITION 65 SETTLEMENT
6 AND FOR ENTRY OF CONSENT JUDGMENT AS TO DEFENDANTS:
7 **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT CO.;**
WOLFEDALE ENGINEERING LIMITED and **WORTHINGTON CYLINDER**
CORPORATION

8 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO
9 APPROVE SETTLEMENT AND ENTRY OF CONSENT JUDGMENT AS TO
10 DEFENDANTS: **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT**
CO.; WOLFEDALE ENGINEERING LIMITED and **WORTHINGTON CYLINDER**
CORPORATION

11 DECLARATION OF DAVID H. WILLIAMS IN SUPPORT OF MOTION TO APPROVE
12 PROPOSITION 65 SETTLEMENT AND FOR ENTRY OF CONSENT JUDGMENT AS TO
13 DEFENDANTS: **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT**
CO.; WOLFEDALE ENGINEERING LIMITED and **WORTHINGTON CYLINDER**
CORPORATION

14 [proposed] ORDER APPROVING SETTLEMENT AS TO DEFENDANTS:
15 **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT CO.;**
WOLFEDALE ENGINEERING LIMITED and **WORTHINGTON CYLINDER**
CORPORATION

16 by placing a true and correct copy of the documents in a sealed envelope for express mail next
17 day delivery and depositing the envelope with the United States Post Office in Valparaiso,
Indiana addressed as follows:

18 Proposition 65 Coordinator
19 Office of Attorney General
20 1515 Clay Street
Oakland, CA 94612

21 I declare under the penalty of perjury of the laws of the State of California that
22 the foregoing is true and correct and that this declaration was executed on
June 28, 2007 in Valparaiso, Indiana.

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25 David H. Williams
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1 PROOF OF SERVICE

2 I am over 18 years of age, not a party to the within action, and an active member of the
3 Bar of the State of California, with a business address of 370 Grand Avenue, Suite 5, Oakland,
4 CA 94610. On **July 18, 2007**, I served the documents entitled:

5 NOTICE OF MOTION AND MOTION TO APPROVE PROPOSITION 65 SETTLEMENT
6 AND FOR ENTRY OF CONSENT JUDGMENT AS TO DEFENDANTS:
7 **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT CO.;**
8 **WOLFEDALE ENGINEERING LIMITED** and **WORTHINGTON CYLINDER**
9 **CORPORATION**

7 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO
8 APPROVE SETTLEMENT AND ENTRY OF CONSENT JUDGMENT AS TO
9 DEFENDANTS: **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT**
10 **CO.; WOLFEDALE ENGINEERING LIMITED** and **WORTHINGTON CYLINDER**
11 **CORPORATION**

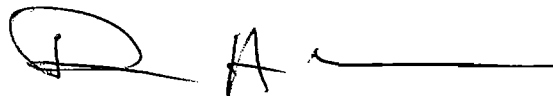
10 DECLARATION OF DAVID H. WILLIAMS IN SUPPORT OF MOTION TO APPROVE
11 PROPOSITION 65 SETTLEMENT AND FOR ENTRY OF CONSENT JUDGMENT AS TO
12 DEFENDANTS: **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT**
13 **CO.; WOLFEDALE ENGINEERING LIMITED** and **WORTHINGTON CYLINDER**
14 **CORPORATION**

13 [proposed] ORDER APPROVING SETTLEMENT AS TO DEFENDANTS:
14 **FIESTA GAS GRILLS, LLC.; MANCHESTER TANK & EQUIPMENT CO.;**
15 **WOLFEDALE ENGINEERING LIMITED** and **WORTHINGTON CYLINDER**
16 **CORPORATION**

15 by placing a true and correct copy of the documents in a sealed envelope and depositing the
16 envelope with the United States Post Office in Oakland, California, addressed as follows:

17 See Service List

18 I declare under the penalty of perjury of the laws of the State of California that
19 the foregoing is true and correct and that this declaration was executed on
20 July 18, 2007 in Oakland, California.

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22 _____
23 David H. Williams
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SERVICE LIST

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Michael Steel, Esq.
Pillsbury Winthrop Shaw Pittman, LLP
50 Fremont Street
San Francisco, CA 94105

Patrick C. Quinlivan, Esq.
Julia A. Mouser, Esq.
Quinlivan Wexler, LLP
6 Hutton Centre, Suite 1150
South Coast Metro, CA 92707

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