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9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN FRANCISCO

12  
13 MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

14 Plaintiff,

15 vs.

16 BELL SPORTS, INC., et al.

17 Defendants.  
18  
19  
20

) Case No. CGC-06-454917

) ~~PROPOSED~~ CONSENT JUDGMENT

21 1. INTRODUCTION

22 1.1 On or about October 17, 2005 and April 24, 2006, the Mateel Environmental Justice  
23 Foundation ("MEJF") and its attorneys, Klamath Environmental Law Center ("KELC") sent 60-day  
24 notice letters to the Office of the California Attorney General of the State of California ("California  
25 Attorney General"), all California counties' District Attorneys and all City Attorneys of California  
26 cities with populations exceeding 750,000, (collectively, "Public Enforcers"), charging certain  
27 businesses with violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
28 Health and Safety Code Section 25249.5 et seq. ("Proposition 65"), in their manufacture, distribution

1 and/or sale of bicycles and tricycles (collectively, "Bicycles"). MEJF charged, *inter alia*, that  
2 persons handling plastic handlebar grips ("Grips") and/or brake or derailleur cables that are housed  
3 in thermoplastic (collectively, "Cables") on Bicycles were exposed to lead and lead compounds,  
4 which are chemicals listed under Proposition 65.

5 1.2 On October 12, 2006, MEJF served additional 60-day notice letters upon all Public  
6 Enforcers and upon all of the businesses identified on Exhibit A (including those denominated with  
7 asterisks, none of whom had previously received 60-day notice letters), making essentially the same  
8 allegations as those in the October 17, 2005 and April 24, 2006 notice letters and further alleging  
9 that persons handling Bicycles or various bicycle components and/or accessories sold for use with  
10 Bicycles that are composed of or housed in, or have parts composed of or housed in thermoplastic  
11 ("Bicycle Accessory Products")<sup>1</sup> were allegedly exposed to acrylonitrile, antimony trioxide, arsenic,  
12 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated paraffins, chloroform, ethyl  
13 acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent compounds of chromium, vinyl  
14 chloride, lead acetate, lead phosphate, lead subacetate, di(2ethylhexyl) phthalate, butyl benzyl  
15 phthalate, di-n-butyl phthalate, and di-n-hexyl phthalate in addition to lead and lead compounds  
16 (collectively, all of the chemicals which are the subject of the Notice Letters and the supplemental  
17 notice letters are hereinafter referred to as "the Proposition 65 Chemicals").\* Exemplars of the  
18 October 17, 2005, April 24, 2006, and October 12, 2006 60-day notice letters described above  
19 (collectively, "Notice Letters") are attached hereto in Exhibit C.

20 1.3 On August 8, 2006, MEJF ("Plaintiff"), acting on behalf of itself, the public interest,  
21 and the general public, filed a Complaint for civil penalties and injunctive relief ("Complaint") in the  
22 San Francisco Superior Court fashioned *Mateel v. Bell Sports, Inc. et al.*, Case No. 06-454917. The  
23 Complaint alleged, among other things, that defendants violated Proposition 65 by manufacturing,  
24 marketing and/or distributing to California residents certain Covered Products (as defined in  
25 Paragraph 1.4 below) and failing to provide clear and reasonable warnings to California residents

26 \_\_\_\_\_  
27 <sup>1</sup> Examples of Bicycle Accessory Products appear in Exhibit B.

28 \* To address comments provided to the Parties by the California Attorney General's office concerning the status of butyl benzyl phthalate, di-n-butyl phthalate, and di-n-hexyl phthalate under Proposition 65 based on their date of listing under the statute, the term "the Proposition 65 Chemicals" as used herein shall be deemed not to include these three chemicals.

1 who handle and use such products that the handling and use of those products in their normally  
2 intended manner will cause those persons to be exposed to lead and lead compounds. Upon the  
3 running of the 60-day notice period associated with the latest date set forth on any of the Notice  
4 Letters and the entry of this Consent Judgment, provided that no Public Enforcer has filed a  
5 Proposition 65 enforcement action against them with respect to Covered Products in the interim, the  
6 Complaint shall be deemed to have been amended to add as defendants, all defendants appearing on  
7 Exhibit A hereto and all of the Covered Products and all of the Proposition 65 Chemicals identified  
8 in the Notice Letters.

9           1.4 For purposes of this Consent Judgment, unless otherwise set forth herein, the terms  
10 described in this Paragraph 1.4 shall have the following meanings. Plaintiff and Settling Defendants  
11 are collectively referred to as the “Parties,” with each of them a “Party.” Settling Defendants may be  
12 referred to collectively as a “Party” or individually as a “Party,” as the context requires. All Settling  
13 Defendants are listed on Exhibit A hereto. The term “Covered Products” means Bicycles and/or  
14 Bicycle Accessory Products manufactured, distributed, marketed or sold by the Settling Defendants.  
15 The term “Covered Products” includes products which are manufactured, distributed, marketed  
16 and/or sold by a Settling Defendant either under its own name or brand or under the name or brand  
17 of another (*e.g.*, privately labeled products). The term “PVC Components” refers to (a) Grips,  
18 Cables, saddles, and handlebar tape that are composed of or housed in thermoplastic and that are  
19 (i) on the Bicycle at the time it is sold to consumers or (ii) sold separately as replacement parts for  
20 those components (“Replacement Parts”); or (b) any thermoplastic component of a Bicycle  
21 Accessory Product. The term “Painted Component” refers to any area of the Bicycle or Bicycle  
22 Accessory Product that is painted or carries a printed decal. PVC Components and Painted  
23 Components are sometimes hereinafter collectively referred to as “Components.”

24           1.5 MEJF has alleged that (a) each Settling Defendant is a business that employs more  
25 than ten persons and manufactures, distributes and/or sells or makes available for sale Covered  
26 Products into the State of California, (b) the Covered Products offered for sale in California by each  
27 Settling Defendant contain and expose persons to one or more Proposition 65 Chemicals, and (c) that  
28 Settling Defendants should have but have not provided clear and reasonable Proposition 65 warnings

1 in conjunction with the provision of such Covered Products to consumers or employees located  
2 within the State of California. Settling Defendants generally deny each of these and all of MEJF's  
3 other material allegations.

4 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
5 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
6 over each Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the  
7 County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full  
8 settlement and final resolution of the allegations, issues, and claims contained in the Complaint and  
9 Notice Letters.

10 1.7 The Parties enter into this Consent Judgment pursuant to a full and final settlement of  
11 any and all claims between the Parties for the purpose of avoiding prolonged litigation. This  
12 Consent Judgment shall not constitute an admission with respect to any material allegation in the  
13 Complaint, each and every allegation of which each Settling Defendant denies; nor may this Consent  
14 Judgment or compliance with it be used as evidence of any wrongdoing, misconduct, culpability or  
15 liability on the part of any Settling Defendant. Each Settling Defendant maintains that its Covered  
16 Products have at all times complied with all applicable laws, including Proposition 65, and that they  
17 are, among other things, entitled to the affirmative defense provided for in California Health and  
18 Safety Code section 25249.10(c).

19 2. **SETTLEMENT PAYMENT**

20 2.1 In settlement of all of the claims referred to in this Consent Judgment against Settling  
21 Defendants, all Settling Defendants together shall collectively pay, within fourteen (14) business  
22 days of entry of this Consent Judgment, \$816,137.00 (eight hundred sixteen thousand one hundred  
23 thirty-seven dollars) to KELC, which shall subsequently and within a commercially reasonable time  
24 be divided by KELC as follows: (i) \$500,000.00 (five hundred thousand dollars) shall be paid to  
25 KELC for attorneys fees and costs incurred by KELC on behalf of Plaintiff in investigating this  
26 matter and negotiating this Consent Judgment on behalf of itself and the general public,  
27 (ii) \$296,137 (two hundred ninety six thousand one hundred thirty-seven dollars) shall be distributed  
28 by KELC at the direction of MEJF among one or more of the non-profit organizations identified in

1 Exhibit D hereto, and (iii) the remaining \$20,000.00 (twenty thousand dollars) shall be further  
2 divided such that MEJF retains 25% (of this \$20,000.00) and 75% (of the remaining \$20,000.00) is  
3 paid to the Office of the California Attorney General.<sup>2</sup> Except as specifically provided in this  
4 Consent Judgment, Settling Defendants and Plaintiff shall bear their own costs and attorney's fees.

5 3. **ENTRY OF CONSENT JUDGMENT**

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

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

9 4.1 For purposes of Section 4 of this Consent Judgment, the term Settling Defendant shall  
10 include each Settling Defendant and its past, present and future parents, divisions, subdivisions,  
11 brands, subsidiaries and affiliates and the predecessors, successors and assigns of any of them, as  
12 well as their past, present and future officers, directors, employees, agents, attorneys,  
13 representatives, shareholders and assigns. For purposes of this Section 4, the term Settling  
14 Defendant shall also be deemed to include a Settling Defendant's direct and indirect suppliers of  
15 Covered Products, but only with respect to those Covered Products that such direct or indirect  
16 supplier manufactures for a Settling Defendant. In addition, for purposes of this Section 4, the term  
17 Settling Defendant also includes, with respect to a Settling Defendant's Covered Products only, a  
18 Settling Defendant's chain of distribution, including, but not limited to, customers, wholesale or  
19 retail sellers or distributors and any other person in the course of doing business.

20 4.2 As to Covered Products, this Consent Judgment constitutes a final and binding  
21 resolution and release of liability between Plaintiff acting on behalf of itself and in the public interest  
22 pursuant to Health and Safety Code Section 25249.7(d) and each Settling Defendant of any violation  
23 of Proposition 65 with respect to exposures to the Proposition 65 Chemicals associated with the use  
24 or handling of Covered Products.

25 \_\_\_\_\_  
26 <sup>2</sup> MEJF represents and warrants that each of the organizations identified in Exhibit D hereto is a tax exempt,  
27 section 501(c)(3), non-profit organization and that funds distributed to these organizations pursuant to this Consent  
28 Judgment may only be spent to reduce harm from toxic chemicals, or to increase consumer, worker and community  
awareness of health hazards posed by lead and other toxic chemicals; the monetary payments made to non-profit  
organizations set forth in Exhibit D hereto will be payments made in conjunction with the negotiated level of civil  
penalties set forth herein and are not in any manner for restitution.

1           4.3     This Consent Judgment also constitutes a final and binding resolution and release of  
2     liability between Plaintiff MEJF and each Settling Defendant with respect to any other statutory or  
3     common law claim that could be or could have been asserted against any Settling Defendant by  
4     MEJF, based on exposure of persons to chemicals contained in or otherwise associated with the use  
5     of Covered Products manufactured, sold or distributed by, for or on behalf of any Settling Defendant  
6     and/or their alleged failure to provide a clear and reasonable warning of such exposure to such  
7     individuals.

8           4.4     As to any claims, violations (except violations of this Consent Judgment), actions,  
9     damages, costs, penalties, or causes of action which may arise or have arisen after the original date  
10    of entry of this Consent Judgment, compliance by a Settling Defendant with the terms of this  
11    Consent Judgment (as subject to potential future modification by this Court pursuant to Section 6  
12    below) shall be deemed to constitute its full and complete compliance with Proposition 65 with  
13    respect to the provision of warnings for the Proposition 65 Chemicals contained in or otherwise  
14    associated with the use or handling of the Covered Products, and shall bar such claims or the re-  
15    litigation of issues underlying such claims under the doctrines of res judicata and collateral estoppel,  
16    provided that the concentrations of those Proposition 65 Chemicals other than lead and, with respect  
17    to Painted Components, cadmium, are materially similar to that associated with the Covered  
18    Products with respect to Proposition 65 at the time this Consent Judgment is entered.

19          4.5     Nothing in this Consent Judgment shall be deemed to release, from past liability  
20    under Proposition 65, the following companies to the extent they incorporate Components obtained  
21    from a Settling Defendant into a Covered Product: American Bicycle Group, L.L.C., Columbia  
22    Manufacturing, Inc., Huffly Bicycle Company, Groupe Procycle, Inc., K2, Inc., Rocky Mountain  
23    Bicycles.<sup>3</sup> Nor shall any entity which is not itself a Settling Defendant be entitled to utilize or  
24    otherwise rely on the provisions and processes set forth in Section 5.2 of this Consent Judgment.

25  
26  
27     \_\_\_\_\_  
28     3 The foregoing does not affect the scope or effect of the liability releases being granted to Iron Horse Bicycle Company, LLC and World Wide Cycle Supply, Inc with respect to products they manufacture, distribute, or sell under the K2 and Columbia brand names pursuant to licenses granted by K2, Inc. or Columbia Manufacturing, Inc.

1           4.6     All Settling Defendants waive all rights to institute any form of legal action against  
2 Plaintiff, its officers, directors, attorneys, consultants and representatives for all actions undertaken  
3 or statements made in the course of this Action prior to the date of execution of this Consent  
4 Judgment.

5           4.7     The Settling Defendants hereby release any claims or demands (including for defense  
6 or indemnity) they have as to each other arising from or out of MEJF's Notices or Complaint or their  
7 execution of this Consent Judgment or the payment obligations associated therewith. Nothing in the  
8 preceding sentence is intended to release a Settling Defendant from another Settling Defendant's  
9 potential claims for matters unrelated to MEJF's Notices or Complaint (including matters concerning  
10 lead or cadmium that do not involve Proposition 65) or to release a Settling Defendant from another  
11 Settling Defendant's potential claims arising out of a failure to comply with the terms of this Consent  
12 Judgment.

13     5.     **ENFORCEMENT OF JUDGMENT**

14           5.1     The terms of this Consent Judgment shall be enforced exclusively by the Parties  
15 hereto by means of noticed motion or order to show cause before the Superior Court of  
16 San Francisco County.

17           5.2     Notwithstanding any other provision of this Consent Judgment, in the event Plaintiff  
18 identifies Covered Products not in timely compliance with the requirements of Section 7 (“Default”),  
19 Plaintiff shall promptly notify the affected Settling Defendant of the facts giving rise to such failure  
20 to warn (“Notice of Default”).

21           (a)     In the event a Settling Defendant who receives a Notice of Default notifies the  
22 Plaintiff within thirty (30) days that it will implement such measures as are necessary to correct the  
23 alleged Default (“Notice of a Cure”) (for purposes of this Paragraph 5.2(a), “Cure” shall mean  
24 achieving the Reformulation Levels set forth in Section 7 hereof or, for those Covered Products for  
25 which warnings are authorized by Paragraph 7.3 below, by providing Proposition 65 warnings in the  
26 manner described in Paragraphs 7.5 and 7.6 below) for all units of the Covered Product at issue  
27 shipped for sale by the Settling Defendant beginning within sixty (60) days thereof, Plaintiff shall  
28 take no further enforcement action with respect to such violation, and such Settling Defendant shall

1 pay a penalty in the amount of \$10,000 (ten thousand dollars) for each Covered Product  
2 category/type (as opposed to individual products or model numbers) which was the subject of a  
3 Notice of Default. This \$10,000 shall be paid to Klamath Environmental Law Center. KELC shall  
4 divide the payment as follows: A portion shall be paid to cover the attorneys fees and costs MEJF  
5 incurred in prosecuting the default and a portion shall be paid as a civil penalty. The amount paid in  
6 attorneys fees shall be determined by the attorney time and costs MEJF incurred in prosecuting the  
7 default. In no event shall the amount paid in attorneys fees exceed \$6,000. The balance of the  
8 \$10,000 shall be paid as a civil penalty to be further divided by Mateel as provided in California  
9 Health and Safety Code Section 25192. The amount of the civil penalty to be paid to the State shall  
10 be paid to the Office of the Attorney General. At the time KELC forwards the State's share of the  
11 civil penalty to the Office of the Attorney General, KELC shall provide the Attorney General with a  
12 statement of the hours and costs that were the basis for the attorneys fees portion of the \$10,000  
13 penalty that KELC retained.

14 (b) In the event a Settling Defendant wishes to contest an alleged Default in whole  
15 or in part, it shall, within thirty (30) days of receipt of a Notice of Default, mail (by certified mail or  
16 overnight delivery) and fax (or email) a notice to Plaintiff, setting forth the Settling Defendant's  
17 position. Plaintiff and the affected Settling Defendant shall then meet and confer in good faith  
18 within thirty (30) days to determine whether the dispute may be resolved without resort to litigation.

19 (c) If a Notice of Default is not addressed pursuant to the preceding paragraphs (a)  
20 or (b), Plaintiff may move the Court for such further action and/or remedies (including potential  
21 civil penalties) as appropriate. In the event that the Settling Defendant chooses to contest such a  
22 motion and prevails, the Court's determination shall be final and there shall be no appeal; if Plaintiff  
23 prevails, Plaintiff's counsel may elect to file a motion within thirty (30) days of receipt of written  
24 notice of the Court's decision, to attempt to recover attorney fees and costs incurred in association  
25 with the motion as provided for by California Civil Procedure Code Section 1021.5.

26 5.3 Section 5.2(a) shall not apply with respect to a Settling Defendant to allegations for  
27 failure to comply with Section 7 with respect to a category/type of Covered Products manufactured  
28 or sold by that Settling Defendant which have already been subject to a Notice of Default and which



1 are shipped for sale by the Settling Defendant more than ninety (90) days after the date of a Notice  
2 of a Cure.

3 **6. MODIFICATION OF JUDGMENT**

4 This Consent Judgment may be modified only upon written agreement of the Parties and  
5 upon entry of a modified amended Consent Judgment by the Court, or upon motion of any Party as  
6 provided by law and upon entry of a modified amended Consent Judgment by the Court; any such  
7 stipulation shall be served on the California Attorney General no less than 15 days prior to its filing  
8 with the Court and any such motion shall be served on the California Attorney General when it is  
9 filed with the Court.

10 **7. INJUNCTIVE RELIEF**

11 7.1 Covered Products shall be deemed to comply with Proposition 65 and be exempt  
12 from any Proposition 65 warning requirements arising from exposures to the Proposition 65  
13 Chemicals if they meet the following criteria:

14 (a) the Surface Contact Layers<sup>4</sup> of PVC Components and Painted Components  
15 shall have no lead as an intentionally added constituent; and

16 (b) the Surface Contact Layer of PVC Components shall have lead content by  
17 weight as follows:

18 (i) for Grips:

19 (A) no more than 0.03% (300 parts per million) for Grips on Bicycles  
20 having wheels that measure over 20 inches in diameter;

21 (B) no more than 0.003% (30 parts per million) for Grips on Bicycles  
22 having wheels that measure 20 inches or less in diameter.

23 (ii) for clothing which is a Bicycle Accessory Product (including bicycle-related  
24 protective gear, gloves and shoes):

25 (A) no more than 0.03% (300 parts per million) for the thermoplastic/PVC  
26 elements if the clothing item in question is (1) not marketed for use by children  
6 years of age or under, and (2) has less than sixty-five percent (65%) of the  
surface area of the Surface Contact Area comprised of PVC/thermoplastic;

27 <sup>4</sup> The Surface Contact Layer is the outer surface which is subject to being touched when the Covered Product is handled;  
28 for Covered Products which hold liquids for consumption, such as water bottles and hydro packs, the Surface Contact  
Layer shall also be deemed to include surfaces of the Covered Product with which the liquid comes in contact.

1 (B) no more than 0.003% (30 parts per million) for the thermoplastic/PVC  
2 elements used on clothing if the clothing item in question is (1) marketed for  
3 use by children 6 years of age or under, or (2) has sixty five percent (65%) or  
4 more of the surface area of the Surface Contact Area comprised of  
5 PVC/thermoplastic.

6 (iii) for all other PVC Components, no more than 0.03% (300 parts per million).

7 (c) the outer Surface Contact Layer of Painted Components shall have a lead  
8 content by weight of no more than 0.06% (600 parts per million), and a cadmium content by weight  
9 of no more than 0.48% (4,800 parts per million).<sup>5</sup>

10 7.2 A Settling Defendant may comply with the criteria set forth in Paragraph 7.1 above  
11 (collectively, "Reformulation Levels") by relying on information obtained from its suppliers  
12 regarding the content of the Surface Contact Layer of the PVC Components and Painted  
13 Components, provided such reliance is in good faith. Obtaining test results showing that the lead  
14 and, where applicable, cadmium, content does not exceed the Reformulation Levels using a method  
15 of sufficient sensitivity to establish a limit of quantification (as distinguished from detection) of less  
16 than the Reformulation Level required for each Covered Product, shall be deemed to establish good  
17 faith reliance. Provided that the level of quantitation requirement set forth in the preceding sentence  
18 is met, the test protocol and methods described on Exhibit E hereto may be relied on with respect to  
19 PVC Components. Nothing in the preceding two sentences shall preclude a Settling Defendant from  
20 establishing good faith reliance by an alternative means. If Plaintiff obtains evidence that a Covered  
21 Product purporting to qualify for the exemption provided by Paragraph 7.1 does not comply with the  
22 Reformulation Levels, the procedure set forth in Section 5.2 above shall apply.

23 7.3 The following are deemed to be exempt from any requirements with respect to the  
24 Proposition 65 Chemicals: Covered Products that are: (a) manufactured before the Effective Date;  
25 or (b) distributed or shipped for sale outside the State of California. Covered Products manufactured  
26 and shipped for distribution by Settling Defendants on or after the Effective Date that do not meet  
27 the Reformulations Levels set forth in Paragraph 7.1 of this Consent Judgment and are not exempt

28 <sup>5</sup> If a Painted Component is coated with a clear material intended to be durable, the above-stated standards for lead and cadmium will apply to the clear coating rather than the material underlying it.

1 pursuant to the preceding sentence shall not be made available for sale in the State of California,  
2 unless otherwise authorized under Paragraph 7.4 below. For purposes of this Section, the “Effective  
3 Date” shall be one hundred eighty (180) days after the entry of this Consent Judgment with respect  
4 to Grips; the “Effective Date” as to other Covered Products shall be one year after the entry of this  
5 Consent Judgment.

6 7.4 Covered Products which are Bicycle Accessory Products, but which are not  
7 Replacement Parts or handlebar tape, handles/Grips, tools, or clothing (including protective clothing,  
8 and gloves and shoes), may continue to be offered for sale in California without meeting the  
9 Reformulation Levels set forth in Paragraph 7.1 above if they are accompanied by a warning as  
10 described in Paragraphs 7.5 and 7.6 below.<sup>6</sup>

11 7.5 Should any Settling Defendant’s Bicycle Accessory Products not meet the  
12 Reformulation Levels set forth in Section 7.1 above and, hence, require Proposition 65 warnings  
13 under the terms of this Consent Judgment, such Settling Defendant shall provide one of the warnings  
14 described below (or any other Proposition 65 warning that has been reviewed and approved in  
15 writing by the California Attorney General’s office for use with such Covered Products):

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

18 **WARNING:** Handling this product will expose you to chemicals,  
19 including lead, known to the State of California to cause birth defects  
or other reproductive harm. *Wash hands after handling.*

20 7.6 Unless otherwise indicated herein, any warning specified in Paragraph 7.5 shall be  
21 given by having it: (a) affixed to the Bicycle Accessory Product itself or to the unit package of such  
22 Covered Product; or (b) printed on the Covered Product itself or on the unit package of such Bicycle  
23 Accessory Product. Such warning shall be affixed to or printed on each such Bicycle Accessory  
24

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25 <sup>6</sup> Examples of Bicycle Accessory Product categories that may be addressed pursuant to Paragraphs 7.5 and 7.6 are,  
26 without limitation (other than as set forth above): auto racks, bells/horns, bicycle mounted racks, bicycle storage racks,  
27 bicycle bags/baskets, bicycle computers, bicycle mirrors, bicycle protectors/reflectors, BMX pads/pegs, bicycle fenders,  
28 bicycle helmets, bicycle kickstands, bicycle lights, bicycle locks, protective gear which is not clothing, bicycle pumps,  
bicycle repair stands, bicycle trainers/training wheels, bicycle water bottles/water bottle cages/hydro packs. Unless  
otherwise addressed in a judgment entered in an action brought pursuant to Proposition 65 concerning lead exposures,  
bicycle locks or related cables having lead-containing brass components which are subject to handling by consumers must  
be sold with a warning, notwithstanding compliance with Section 7.1.

1 Product, its label or package, and displayed with such conspicuousness, as compared with other  
2 precautionary words, statements, or warnings as to render it likely to be read and understood by an  
3 ordinary individual under customary conditions of purchase or use. With respect to the preceding  
4 sentence, the type size of any warning required by Paragraph 7.5 must be legible, but otherwise need  
5 not be larger than any other warning language used in conjunction with the Bicycle Accessory  
6 Product in question and its relative size may take into account the nature, immediacy, and acuteness  
7 of the risks for which other warnings, if any, are given. If the size of a Bicycle Accessory Product  
8 and its packaging is such that a warning required by this Consent Judgment cannot physically be  
9 printed on its non-transparent portion in a legible size, the warning may be printed on a separate  
10 piece of paper or cardstock and inserted into the Bicycle Accessory Product's packaging, provided  
11 that: i) the cardstock or paper containing the warning contains only the warning language, and ii) a  
12 substantial portion of the exterior of the packaging material is transparent.

13 8. **APPLICATION OF JUDGMENT**

14 As to all matters described in the Notice Letters and deemed to be addressed in the Complaint  
15 pursuant to this Consent Judgment, the obligations of this Consent Judgment shall apply to and be  
16 binding upon all plaintiffs acting in the public interest pursuant to Health and Safety Code  
17 section 25249.7(d), and the Settling Defendants and the successors or assigns of any of them.

18 9. **AUTHORITY TO STIPULATE**

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

22 10. **NOTICES**

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

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1 11. **RETENTION OF JURISDICTION**

2 This Court shall retain jurisdiction of this matter to implement the terms of injunctive relief  
3 provided for in this Consent Judgment and hear any motion or application properly made in relation  
4 thereto.

5 12. **ENTIRE AGREEMENT**

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

12 13. **TERMINATION**

13 13.1 A Settling Defendant may elect (but shall not be required) to seek to terminate its  
14 obligations under Section 7 of this Consent Judgment on any date following the fifth anniversary of  
15 the Effective Date by filing a notice of termination with the Court and serving notice thereof on  
16 KELC, the Office of the Attorney General for the State of California, and counsel of record for  
17 Settling Defendants at least thirty (30) days prior to its proposed effective date so as to afford a  
18 potential opportunity for the submission of objections to this Court. Sections 4 and 5 of this Consent  
19 Judgment shall not apply to a Settling Defendant after any such termination is effectuated.

20 13.2 Notwithstanding Paragraph 13.1 above, Settling Defendants' obligations under this  
21 Consent Judgment shall automatically terminate in the event that Proposition 65 is repealed.

22 14. **GOVERNING LAW**

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

25 15. **COURT APPROVAL**

26 If this Consent Judgment is not approved and entered by the Court, or if the entry of this  
27 Consent Judgment is successfully challenged, this Consent Judgment shall be of no force or effect,  
28 and cannot be used in any proceeding (except for in an appeal of such challenge) for any purpose.

1    16.    COUNTERPARTS

2            This Consent Judgment may be executed in any number of counterparts, each of which shall  
3 be deemed to be an original and all of which taken together shall be deemed to be one and the same  
4 instrument.

5  
6    AGREED AS TO FORM (including as to asterisked footnote added on page 2 above):

7    DATED: 12/27/06

8            MATEEL ENVIRONMENTAL JUSTICE  
9            FOUNDATION

10           By: William Verick  
11                 William Verick  
12                 Attorney for Plaintiff

13    DATED: 12/21/2006

14           MORRISON & FOERSTER LLP

15  
16           By: Robert L. Falk  
17                 Robert L. Falk  
18                 Attorney for Settling Defendants

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1 IT IS SO STIPULATED:

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3 DATED: Nov. 21, 2006

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DATED: November 16, 2006

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IT IS SO ORDERED.

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DATED: 1/16/07

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION


Signature: 

Name (Printed): William Verick

Title: CEO

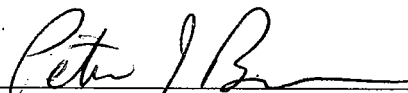
SETTLING DEFENDANT

Company: Cycleurope USA, Inc.

Signature: 

Name (Printed): Rodney L Jewett

Title: President

  
JUDGE, SUPERIOR COURT OF CALIFORNIA  
PETER J. BUSCH

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IT IS SO STIPULATED:

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

DATED: Nov. 14, 2006

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: SHIMANO INC.

Signature: (Signature)

Name (Printed): Koji Kakutani

Title: Division President, General Operations



1 IT IS SO STIPULATED:

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: 11/16/06

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SETTLING DEFENDANT

12

Company: Recreational Equipment, Inc.

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Signature: Catherine L. Walker

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Name (Printed): Catherine L. Walker

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Title: Vice President and General Counsel

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

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

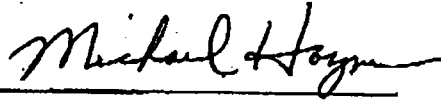
Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 11-16-06

SETTLING DEFENDANT

Company: Specialized Bicycle Components, Inc.

Signature: 

Name (Printed): MICHAEL HAYNES

Title: CHIEF OPERATING OFFICER

1 IT IS SO STIPULATED:

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

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DATED: 11/16/06

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: G. JOANNOU CYCLE COMPANY

Signature: Carine Joannou

Name (Printed): CARINE JOANNOU

Title: PRESIDENT

1 IT IS SO STIPULATED:

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: 11/15/2006

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SETTLING DEFENDANT

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Company: Electra Bicycle Company Inc.

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Signature: \_\_\_\_\_

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Name (Printed): Jean-Francois Erforth

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Title: CFO

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: Nov 15, 2006

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SETTLING DEFENDANT

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Company: Raleigh America, Inc.

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Signature: *Steve Meineke*

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Name (Printed): Steve Meineke

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Title: President + COO

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DATED: Nov. 15, 2006

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: Kung Hsue She, Inc (DDA KHS, Inc)

Signature: 

Name (Printed): Wen-Cheng Hsieh

Title: President

1 IT IS SO STIPULATED:

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

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DATED: 11/15/06

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: PACIFIC CYCLE, INC

Signature: Robert Silvius

Name (Printed): Robert SILVIUS

Title: GENERAL COUNSEL + SEC

1 IT IS SO STIPULATED:

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: 11/15/06

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SETTLING DEFENDANT

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Company: GIANT BICYCLE, INC.

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Signature: David Karnebose

16

Name (Printed): DAVID KARNEBOSE

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Title: DIRECTOR of OPERATIONS

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35L

Attn. Robert Falk  
35th floor

**RECEIVED**  
NOV 15 2006  
SF FAX CENTER

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IT IS SO STIPULATED:

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

**MATEL ENVIRONMENTAL JUSTICE  
FOUNDATION**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 2006-11-15

**SETTLING DEFENDANT**

Company: Chia Cherng Industry Co, Ltd.

Signature: \_\_\_\_\_

Name (Printed): Chao-Wei Huang

Title: Chief Executive Officer



1 IT IS SO STIPULATED:

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: Nov 14, 2006

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SETTLING DEFENDANT

12

Company: IRON HORSE BICYCLE COMPANY LLC

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14

Signature: [Handwritten Signature]

15

Name (Printed): STEWART BARNETT

16

Title: Vice President / Secretary

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1 IT IS SO STIPULATED:

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: NOV. 13, 2006

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SETTLING DEFENDANT

12

Company: SCOTT USA INC.

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14

Signature: David L. Stevens

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Name (Printed): DAVID L. STEVENS

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Title: CFO

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DATED: 11/14/2007

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: Advanced Sports, Inc

Signature: *Patrick J. Cunningham*

Name (Printed): PATRICK J. CUNNINGHAM

Title: President

1 IT IS SO STIPULATED:

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

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DATED: November 14, 2006

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: SRAM Corporation

Signature: Brian N. Benzek

Name (Printed): Brian N. Benzek

Title: Corporate Secretary

1 IT IS SO STIPULATED:

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: November 11, 2006

11

SETTLING DEFENDANT

12

Company: Quality Bicycle Products

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Signature: Stephen Flagg

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Name (Printed): Stephen Flagg

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Title: President

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1 IT IS SO STIPULATED:

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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DATED: 11-13-06

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SETTLING DEFENDANT

12

Company: BELL SPORTS, INC.

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Signature: *Thom Parks*

15

Name (Printed): THOM PARKS

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Title: VP- CORP. AFFAIRS

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1 IT IS SO STIPULATED:

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DATED: 11/13/06

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

SETTLING DEFENDANT

Company: Dynacraft

Signature: David Castro

Name (Printed): David Castro

Title: Managing Director



1 IT IS SO STIPULATED:

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

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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10 DATED: 11/15/06

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SETTLING DEFENDANT

12

Company: TREK Bicycle Corporation

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Signature: [Handwritten Signature]

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Name (Printed): ROBERT BURNS

16

Title: General Counsel

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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DATED: 11-10-06

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SETTLING DEFENDANT

12

Company: FELT RACING, LLC

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Signature: 

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Name (Printed): WILLIAM M DWEHRING

15

Title: PRESIDENT

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MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

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Signature: \_\_\_\_\_

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Name (Printed): \_\_\_\_\_

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Title: \_\_\_\_\_

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10 DATED: 10 NOVEMBER 2006

11

SETTLING DEFENDANT

12

Company: CANNONDALE BICYCLE CORPORATION

13

14

Signature: Ron Lombardi

15

Name (Printed): RON LOMBARDI

16

Title: CHIEF FINANCIAL OFFICER

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2 EXHIBIT A  
(List of Settling Defendants)

3 Chia Cheme Industry Company, Ltd.\*  
4 Shimano, Inc.\*  
5 SRAM Corporation\*  
6 Quality Bicycle Products, Inc.\*  
7 Pacific Cycle, Inc.  
8 Trek Bicycle Corporation  
9 Giant Bicycle, Inc.  
10 Specialized Bicycle Components, Inc.  
11 Bell Sports, Inc.  
12 Raleigh Amercia  
13 Cannondale Bicycle Corporation  
14 Cycleurope USA, Inc. (including the Bianchi brand)<sup>7</sup>  
15 G. Joannou Cycle Company  
16 Dynacraft BSC, Inc.  
17 Electra Bicycle Company, Inc.  
18 Felt Bicycles\*  
19 Advanced Sports, Inc. (including the Fuji brand)  
20 Recreational Equipment, inc. (including the Novara brand)  
21 Scott USA  
22 Iron Horse Bicycle Company, LLC<sup>8</sup>  
23 Kung Hsue She, Inc.  
24  
25

26 <sup>7</sup> Cycleurope USA, Inc. appears to have been misidentified in Plaintiff's Complaint as Cycle Europe U.S.A., Inc.

27 <sup>8</sup> Iron Horse Bicycle Company, LLC ("Iron Horse") was previously owned and operated in conjunction with World  
28 Wide Cycle Supply, Inc. ("World Wide") and has recently merged with it. Iron Horse and World Wide are considered  
a single entity for purposes of this Consent Judgment and both are deemed to be Settling Defendants hereunder. In  
addition, from September through December of 2005, World Wide was, and Iron Horse has since been the licensee and  
distributor of the K2 and Columbia brand names with respect to bicycles sold in North America.

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EXHIBIT B

(The following is a non-exclusive list of examples of "Bicycle Accessory Products")

- Auto racks
- Bar tape
- Bells/horns
- Bicycle mounted racks
- Bicycle storage racks
- Bicycle bags/baskets
- Bicycle computers
- Bicycle mirrors
- Bicycle protector
- BMX pads/pegs
- Clothing (including protective gear, gloves and shoes)
- Fenders
- Helmets
- Kickstands
- Lights
- Locks
- Pumps
- Reflectors
- Repair stands
- Tools
- Trainers
- Training handles/wheels
- Water bottle cages
- Water bottles
- Water/hydro packs

EXHIBIT C  
(Exemplars of Notice Letters)

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# Klamath

PROVIDING ENVIRONMENTAL JUSTICE

October 17, 2005

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

Greetings:

This office and the Mateel Environmental Justice Foundation ("Mateel") give you notice that the private businesses on the attached service list are in violation of Cal. Health & Safety Code § 25249.6. Both this office and Mateel are private enforcers of Proposition 65, both may be contacted at the below listed address and telephone number, and I am a responsible individual for both Mateel and this office. The above referenced violations occur when California residents, including children, come into contact with bicycles and tricycles that have brake cables and/or derailleur cables (hereinafter "cables") or when they come into contact with plastic handlebar grips. Some examples of the products that are or that incorporate cables and/or handlebar grips 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. The housing of these cables, and the handlebar grips themselves, is made from thermoplastic that contains lead and lead compounds ("lead") which are chemicals known to cause cancer, birth defects, and other reproductive harm. These businesses either make or market these bicycles and tricycles. In addition, one other company, Bell Sports, Inc., does not market bicycles or tricycles, but instead markets the cable housings themselves and also markets plastic handlebar grips for bicycles and tricycles. Children and adults are exposed to lead when they ride, walk, or work on these bicycles and tricycles and/or cables and handlebar grips. Their skin thus comes into contact with the plastic on the cable housings or the handlebar grips. Lead is transferred from the cable housings and handlebar grips to the hands of the users using these products. The lead then enters their bodies when it is absorbed directly through the skin, through mucous membranes, or through cuts and/or abrasions, or when they touch their hands to their mouths and other mucous membranes, or when they touch cigarettes or food and then smoke the cigarettes or ingest the food. These exposures thus occur via the dermal absorption, mucous membrane, subcutaneous, inhalation and ingestion routes. These businesses did not and do not provide people with clear and reasonable warnings before they expose them to lead. The above referenced violations have occurred every day since at least October 17, 2002 and will continue every day until the lead is taken out of these brake cable housings and handlebar grips, or until warnings are given. These violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any of these products the listed business makes outside of California, except as to workplaces the business itself maintains in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of these private businesses and in each of California's 58 counties.

Cordially,

William Verick

# SERVICE LIST

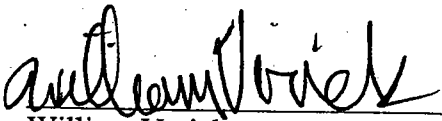
- EDWARD G. WEIL  
DEPUTY ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY  
GENERAL  
P.O. BOX 70550  
OAKLAND CA 94612-0550
- OFFICE OF THE CITY ATTORNEY  
CITY OF OAKLAND  
505 14TH ST 12TH FLOOR  
OAKLAND, CA 94612
- OFFICE OF THE CITY ATTORNEY  
CITY OF SAN FRANCISCO  
CITY HALL ROOM 206  
400 VAN NESS  
SAN FRANCISCO, CA 94102
- OFFICE OF THE CITY ATTORNEY  
CITY OF SACRAMENTO  
980 9<sup>th</sup> Street, 10<sup>th</sup> Floor  
SACRAMENTO, CA 95814
- OFFICE OF THE CITY ATTORNEY  
CITY OF SAN JOSE  
151 W. MISSION ST.  
SAN JOSE, CA 95110
- OFFICE OF THE CITY ATTORNEY  
CITY OF LOS ANGELES  
200 N. MAIN ST.  
LOS ANGELES, CA 90012
- OFFICE OF THE CITY ATTORNEY  
CITY OF SAN DIEGO  
202 C ST. FLOOR 3  
SAN DIEGO, CA 92101
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF ALAMEDA  
225 FALLON ST. #9  
OAKLAND, CA 94612
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF ALPINE  
P.O. BOX 248  
MARKLEEVILLE, CA 96120
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF AMADOR  
108 COURT ST. SUITE 202  
JACKSON, CA 95642
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF BUTTE  
25 COUNTY CENTER DR.  
OROVILLE, CA 95965
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF CALAVERAS  
GOVERNMENT CENTER  
891 MOUNTAIN RANCH ROAD  
SAN ANDREAS, CA 95249
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF COLUSA  
547 MARKET ST.  
COLUSA, CA 95932
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF CONTRA COSTA  
P.O. BOX 670  
MARTINEZ, CA 94553
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF DEL NORTE  
450 H ST #171  
CRESCENT CITY, CA 95531
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF EL DORADO  
515 MAIN ST.  
PLACERVILLE, CA 95667
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF FRESNO  
2220 TULARE ST #1000  
FRESNO, CA 93721
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF GLENN  
P.O. BOX 430  
WILLOWS, CA 95988
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF HUMBOLDT  
825 5TH ST.  
EUREKA, CA 95501
- OUNTY OF IMPERIAL  
COURTHOUSE, FLOOR 2  
939 W. MAIN ST  
EL CENTRO, CA 92243
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF INYO  
P.O. DRAWER D  
INDEPENDENCE, CA 93526
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF KERN  
1215 TRUXTUN AVE. FLOOR 4  
BAKERSFIELD, CA 93301
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF KINGS  
1400 W. LACEY BLVD.  
HANFORD, CA 93230
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LAKE  
255 N. FORBES ST # 424  
LAKEPORT, CA 95453
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LASSEN  
COUNTY ADMINISTRATION  
BUILDING  
707 NEVADA ST.  
SUSANVILLE, CA 96130
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF LOS ANGELES  
18000 CRIMINAL COURTS  
BUILDING  
210 W. TEMPLE ST.  
LOS ANGELES, CA 90012
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MADERA  
209 W. YOSEMITE AVE.  
MADERA, CA 93637
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MARIN  
HALL OF JUSTICE #183  
SAN RAFAEL, CA 94903
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MARIPOSA  
P.O. BOX 748  
MARIPOSA, CA 95338
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MENDOCINO  
301 S. STATE ST.  
UKIAH, CA 95482
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MERCED  
2222 M ST.  
MERCED, CA 95340
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MODOC  
P.O. BOX 1171  
ALTURAS, CA 9610
- OFFICE OF THE DISTRICT  
ATTORNEY  
COUNTY OF MONO  
P.O. BOX 617  
BRIDGEPORT, CA 93517
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF MONTEREY  
240 CHURCH ST.  
P.O. BOX 180  
SALINAS, CA 93902
- COUNTY OF NAPA  
931 PARKWAY MALL  
P.O. BOX 720  
NAPA, CA 94559-0720
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF NEVADA  
COURTHOUSE ANNEX  
NEVADA CITY, CA 95959
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF ORANGE  
400 CIVIC CENTER DR WEST  
SANTA ANA, CA 92701
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF PLACER  
11562 B AVE  
AUBURN, CA 95603-2687
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF PLUMAS  
P.O. BOX 10716  
QUINCY, CA 95971
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF RIVERSIDE  
4075 MAIN ST.  
RIVERSIDE, CA 92501
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SACRAMENTO  
P.O. BOX 749  
SACRAMENTO, CA 95804
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN BENITO  
419 4TH ST  
HOLLISTER, CA 95023
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN BERNARDINO  
316 MT. VIEW AVE.  
SAN BERNARDINO, CA 92415-0004
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN DIEGO  
101 W. BROADWAY #1440  
SAN DIEGO, CA 92101
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN FRANCISCO  
850 BRYANT ST #322  
SAN FRANCISCO, CA 94103
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN JOAQUIN  
222 E. WEBER AVE #202  
STOCKTON, CA 95202
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN LUIS OBISPO  
COUNTY GOVERNMENT CENTER #450  
SAN LUIS OBISPO, CA 93408
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SAN MATEO  
HALL OF JUSTICE AND RECORDS  
REDWOOD CITY, CA 94063
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SANTA BARBARA  
1105 SANTA BARBARA ST.  
SANTA BARBARA, CA 93101
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SANTA CLARA  
70 W. HEDDING ST.  
SAN JOSE, CA 95110
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SANTA CRUZ  
701 OCEAN ST. #200  
SANTA CRUZ, CA 95060
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SHASTA  
1525 COURT ST.  
REDDING, CA 96001
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SIERRA  
P.O. BOX 457  
DOWNEVILLE, 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. #212J  
SANTA ROSA, CA 95403
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF STANISLAUS  
1100 I ST. #200  
MODESTO, CA 95354
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF SUTTER  
1160 CIVIC CENTER BLVD. #A  
YUBA CITY, CA 95993
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF TEHAMA  
P.O. BOX 519  
REDBLUFF, CA 96080
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF TRINITY  
P.O. BOX 310  
WEAVERVILLE, CA 96093
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF TULARE  
COURTHOUSE #224  
VISALIA, CA 93291
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF TUOLUMNE  
2 S. GREEN ST.  
SONORA, CA 95370
- VENTURA COUNTY DISTRICT  
ATTORNEY'S OFFICE  
c/o GREGORY BROSE D.D.A.  
4245 MARKET ST. #205  
VENTURA, CA 93003
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF YOLO  
204 4TH ST  
P.O. BOX 1247  
WOODLAND, CA 95695
- OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF YUBA  
215 5TH ST.  
MARYSVILLE, CA 95901
- BILL FRY, PRESIDENT  
BELL SPORTS, INC.  
6225 N. ST. HWY 161 STE 300  
IRVING, TX 75038
- RODNEY JEWETT, PRESIDENT  
CYCLEUROPE U.S.A., INC.  
21325A CABOT BLVD  
HATWARD, CA 94545
- MATTHEW MANNELLY, PRESIDENT  
CANNONDALE BICYCLE  
CORPORATION  
16 TROWBRIDGE DR  
BETHEL, CT 06801
- CARINE JOANNOU, PRESIDENT  
G. JOANNOU CYCLE CO.  
151 LUDLOW AVE  
NORTHVALE NJ 07647
- PHILIP TONG, PRESIDENT  
DYNACRAFT BSC, INC.  
2550 KERNER BLVD  
SAN RAFAEL, CA 94901
- BENNO BAENUGER, PRESIDENT  
ELECTRA BICYCLE COMPANY, INC.  
2262 RUTHERFORD RD STE 104  
CARLSBAD, CA 92008
- PAT CUNNANE, PRESIDENT  
FUJI AMERICAN ADVANCED  
SPORTS, INC.  
118 BAUER DR.  
OAKLAND, NJ 07436
- RIXHARD J. HACKMANN, CEO  
K2, INC.  
2051 PALOMAR AIRPORT RD STE 10  
CARLSBAD, CA 92009
- RIXHARD J. HACKMANN, CEO  
K2, INC.  
5818 EL CAMINO REAL  
CARLSBAD, CA 92008
- CHRIS HORNING, CEO  
PACIFIC CYCLE, INC.  
4902 HAMMERSLEY RD  
MADISON, WISCONSIN 53711
- CHRIS HORNING, CEO  
PACIFIC CYCLE, INC  
C/O MARGE BAUSEK  
660 SEARS TOWER  
CHICAGO, IL 60606-6473
- WILLIAM AUSTIN, PRESIDENT  
RALEIGH AMERICA  
6004 S 190TH ST., STE. 101  
KENT, WA 98032
- SALLY JEWELL, PRESIDENT  
RECREATIONAL EQUIPMENT, INC.  
PO BOX 1938  
SUMNER, WA 98390-0800
- SALLY JEWELL, PRESIDENT  
RECREATIONAL EQUIPMENT, INC.  
6750 S. 228th ST.  
KENT, WA 98032
- LARRY MARTIN, PRESIDENT  
SCOTT USA  
PO BOX 2030,  
SUN VALLEY, ID 83353-2030
- MIKE SINYARD, PRESIDENT  
SPECIALIZED BICYCLE  
COMPONENTS, INC.  
15130 CONCORD CIR.  
MORGAN HILL, CA 95037
- JOHN BURKE, PRESIDENT  
TREK BICYCLE CORP  
801 W. MADISON ST.  
WATERLOO, WI 53594



**CERTIFICATE OF MERIT**

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

Dated: October 19, 2005

  
William Verick

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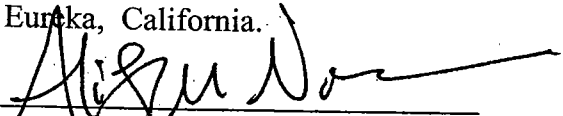
This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997. This approval specifically placed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

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**CERTIFICATE OF SERVICE**

I, Alison Nichols, declare:

If called, I could and would testify as follows: I am over eighteen. My business address is 424 First Street, Eureka, California, 95501. On October 19, 2005, I caused the attached 60-DAY NOTICE LETTER, or a letter identical in substance, to be served by U.S. Mail on 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 October 19, 2005, at Eureka, California.

  
ALISON NICHOLS

## PRODUCT LIST

### **BELL SPORTS, INC.**

BELL BMXERS GRIPS # 109553, BELL BMX GRIPS #106427 and BIKE FIX BRAKE AND GEAR CABLE SET UPC #03501100022 This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycle cable housings and bicycle or tricycle handle bar grips.

### **CYCLEUROPE U.S.A., INC.**

BIANCHI 16" BOARDWALK This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **CANNONDALE BICYCLE CORPORATION**

CANNONDALE R500 50CM This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **G. JOANNOU CYCLE CO.**

JAMIS 19" EXILE This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **DYNACRAFT BSC, INC.**

NEXT 26" PLUSH MODEL #WM3-970, ITEM #766224 This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **ELECTRA BICYCLE COMPANY, INC.**

ELECTRA TOWNIE 3 This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **FUJI AMERICAN ADVANCED SPORTS, INC.**

FUJI 21" SAGRES This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **K2, INC.**

K2 SEASIDE LWB 18"-21" This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **PACIFIC CYCLE, INC.**

24" BOYS SLASH, SKN #374062, ITEM #200030TR This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **RALEIGH AMERICA**

SCHWINN 26" SX2000 This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **RECREATIONAL EQUIPMENT, INC.**

NOVARA PIEORA This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **SCOTT USA**

SCOTT SPEEDSTER S 54CM and SCOTT RACING 20 KIDS BIKE This product description pertains not only to the specific model or models of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **SPECIALIZED BICYCLE COMPONENTS, INC.**

SPECIALIZED 19"ROCKHOPPER COMP DISC and SPECIALIZED 17" ROCKHOPPER COMP This product description pertains not only to the specific model or models of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

### **TREK BICYCLE CORP**

LEMOND FILLMORE 55CM, TREK MT60 KIDS BIKE and TREK 6500 19.5" This product description pertains not only to the specific model or models of the product listed, but also for all units of all models of bicycles that have brake or derailleur cables.

# Klamath


April 24, 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 are in violation of Cal. Health & Safety Code § 25249.6. Both this office and Mateel are private enforcers of Proposition 65, both may be contacted at the below listed address and telephone number, and I am a responsible individual for both Mateel and this office. The above referenced violations occur when California residents, including children, come into contact with bicycles and tricycles that have brake cables and/or derailleur cables (hereinafter "cables") and when they come into contact with plastic handlebar grips on these bicycles and tricycles. Some examples of the products that are or that incorporate cables and/or handlebar grips 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. The housing of these cables, and the handlebar grips themselves, is made from thermoplastic that contains lead and lead compounds ("lead") which are chemicals known to cause cancer, birth defects, and other reproductive harm. These businesses market these bicycles and tricycles. Children and adults are exposed to lead when they ride, walk, or work on these bicycles and tricycles and/or cables and handlebar grips and their skin comes into contact with the plastic on the cable housings or the handlebar grips. Lead is transferred from the cable housings and handlebar grips to the hands of those using these products. The lead then enters their bodies when it is absorbed directly through the skin, through mucous membranes, or through cuts and/or abrasions, or when they touch their hands to their mouths and other mucous membranes, or when they touch cigarettes or food and then smoke the cigarettes (inhaling the burned lead compounds) or ingest the food. These exposures thus occur via the dermal absorption, mucous membrane, subcutaneous, inhalation and ingestion routes. These businesses 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 April 24, 2003 and will continue every day until the lead is taken out of these brake cable housings and handlebar grips, or until warnings are given. These violations are alleged for occupational exposures as well as for consumer and environmental exposures. We do not, however, allege occupational exposure violations as to any of these products the listed business make outside of California, except as to workplaces the business itself maintains in California. Exposures constituting Proposition 65 environmental exposure violations occur both on and off the property of these private businesses and in each of California's 58 counties.

Cordially,



William Verick

## PRODUCT LIST

### **AMERICAN BICYCLE GROUP**

#### **MARIN BOBCAT TRAIL 13" / 33CM:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

### **DAHON BICYCLE, INC.**

#### **DAHON VITESSE:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

### **COLUMBIA MANUFACTURING, INC.**

#### **COLUMBIA TRAILHEAD DX MOUNTAIN BIKE:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

### **IRON HORSE BICYCLE, INC. & IRON HORSE BICYCLE, LLP**

#### **IRON HORSE NORTH SHORE 24" MOUNTAIN BIKE:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

### **GROUPE PROCYCLE INC. / ROCKY MOUNTAIN BICYCLES**

#### **ROCKY MOUNTAIN SOUL 20.5 & ROCKY MOUNTAIN SOLO 30:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

### **GIANT BICYCLE, INC.**

#### **GIANT HALFWAY FOLDING BIKE:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

### **KUNG HSUE SHE, INC.**

#### **K.H.S. F20-A FOLDING BIKE:**

This product description pertains not only to the specific model of the product listed, but also for all units of all models of bicycles or tricycles that have brake or derailer cables or handlebar grips.

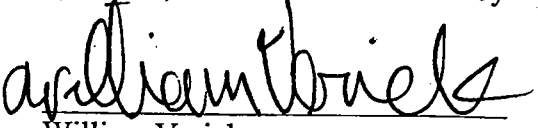
# SERVICE LIST

EDWARD G. WEIL DEPUTY ATTORNEY GENERAL OFFICE OF THE ATTORNEY GENERAL P.O. BOX 70550 OAKLAND CA 94612-0550	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF GLENN P.O. BOX 430 WILLOWS, CA 95988	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONTEREY 240 CHURCH ST. P.O. BOX 180 SALINAS, CA 93902	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SISKIYOU P.O. BOX 986 YREKA, CA 96097	STEWART BARNETT, CEO IRON HORSE BICYCLE, INC. 85 M HOFFMAN LANE ISLANDIA, NY 11749-5007
OFFICE OF THE CITY ATTORNEY CITY OF OAKLAND 505 14TH ST 12TH FLOOR OAKLAND, CA 94612	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF HUMBOLDT 825 5TH ST. EUREKA, CA 95501	COUNTY OF NAPA 931 PARKWAY MALL P.O. BOX 720 NAPA, CA 94559-0720	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SOLANO 600 UNION AVE FAIRFIELD, CA 94533	CLIFFORD WELDBERG, PRESIDENT IRON HORSE BICYCLE, LLC 3155 E. PATRICK LANE, SUITE 1 LAS VEGAS, NV 89120-3481
OFFICE OF THE CITY ATTORNEY CITY OF SAN FRANCISCO CITY HALL ROOM 206 400 VAN NESS SAN FRANCISCO, CA 94102	COUNTY OF IMPERIAL COURTHOUSE, FLOOR 2 939 W. MAIN ST EL CENTRO, CA 92243	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF NEVADA COURTHOUSE ANNEX NEVADA CITY, CA 95959	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SONOMA 600 ADMINISTRATION DR. #212J SANTA ROSA, CA 95403	CLIFFORD WELDBERG, PRESIDENT IRON HORSE BICYCLE, CEO IRON HORSE BICYCLE, LLC 6075 S. EASTERN AVENUE, SUITE 1 LAS VEGAS, NV 89119-3146
OFFICE OF THE CITY ATTORNEY CITY OF SACRAMENTO 980 9 <sup>th</sup> Street, 10 <sup>th</sup> Floor SACRAMENTO, CA 95814	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF INYO P.O. DRAWER D INDEPENDENCE, CA 93526	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ORANGE 400 CIVIC CENTER DR WEST SANTA ANA, CA 92701	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF STANISLAUS 1100 1ST. #200 MODESTO, CA 95354	WEN C. HSIEH, PRESIDENT KUNG HSUE SHE, INC 2840 E. HARCOURT STREET RANCHO DOMINGUES, CA 90221
OFFICE OF THE CITY ATTORNEY CITY OF SAN JOSE 151 W. MISSION ST. SAN JOSE, CA 95110	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KERN 1215 TRUXTUN AVE. FLOOR 4 BAKERSFIELD, CA 93301	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLACER 11562 B AVE AUBURN, CA 95603-2687	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SUTTER 1160 CIVIC CENTER BLVD. #A YUBA CITY, CA 95993	
OFFICE OF THE CITY ATTORNEY CITY OF LOS ANGELES 200 N. MAIN ST. LOS ANGELES, CA 90012	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF KINGS 1400 W. LACEY BLVD. HANFORD, CA 93230	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF PLUMAS P.O. BOX 10716 QUINCY, CA 95971	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TEHAMA P.O. BOX 519 REDBLUFF, CA 96080	
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 LAKE 255 N. FORBES ST # 424 LAKEPORT, CA 95453	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF RIVERSIDE 4075 MAIN ST. RIVERSIDE, CA 92501	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TULARE COURTHOUSE #224 VISALIA, CA 93291	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALAMEDA 225 FALLON ST. #9 OAKLAND, CA 94612	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF LASSEN COUNTY ADMINISTRATION BUILDING 707 NEVADA ST. SUSANVILLE, CA 96130	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN BENITO 419 4TH ST HOLLISTER, CA 95023	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF TUOLUMNE 2 S. GREEN ST. SONORA, CA 95370	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF ALPINE P.O. BOX 248 MARKLEEVILLE, CA 96120	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 SAN BERNARDINO 316 MT. VIEW AVE. SAN BERNARDINO, CA 92415-0004	VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE c/o GREGORY BROSE D.D.A. 4245 MARKET ST. #205 VENTURA, CA 93003	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF AMADOR 108 COURT ST. SUITE 202 JACKSON, CA 95642	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MADERA 209 W. YOSEMITE AVE. MADERA, CA 93637	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN DIEGO 101 W. BROADWAY #1300 SAN DIEGO, CA 92101	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YOLO 204 4TH ST P.O. BOX 1247 WOODLAND, CA 95695	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF BUTTE 25 COUNTY CENTER DR. OROVILLE, CA 95965	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIN HALL OF JUSTICE #183 SAN RAFAEL, CA 94903	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN FRANCISCO 850 BRYANT ST #322 SAN FRANCISCO, CA 94103	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF YUBA 215 5TH ST. MARYSVILLE, CA 95901	
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 MARIPOSA P.O. BOX 748 MARIPOSA, CA 95338	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN JOAQUIN 222 E. WEBER AVE #202 STOCKTON, CA 95202	MARK LYNKEY, CEO AMERICAN BICYCLE GROUP, LLC BOX 22666 CHATANOOGA, TN 37422	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF COLUSA 547 MARKET ST. COLUSA, CA 95932	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MENDOCINO 301 S. STATE ST. UKIAH, CA 95482	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS REDWOOD CITY, CA 94063	MARK LYNKEY, CEO AMERICAN BICYCLE GROUP, LLC 9308 OOLTEWAH INDUSTRIAL OOLTEWAH, TN 37363	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF CONTRA COSTA P.O. BOX 670 MARTINEZ, CA 94553	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MERCED 2222 M ST. MERCED, CA 95340	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA BARBARA 1112 SANTA BARBARA ST. SANTA BARBARA, CA 93101-2008	DON BIEKER, PRESIDENT COLUMBIA MANUFACTURING, INC. ONE CYCLE STREET WESTFIELD, MA 01085	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF DEL NORTE 450 H ST #171 CRESCENT CITY, CA 95531	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MODOC P.O. BOX 1171 ALTURAS, CA 9610	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SANTA CLARA 70 W. HEDDING ST. SAN JOSE, CA 95110	DAVID HON, PRESIDENT DAHON CALIFORNIA, INC. 833 MERIDIAN STREET DUARTE, CA 91010	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF EL DORADO 515 MAIN ST. PLACERVILLE, CA 95667	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO P.O. BOX 617 BRIDGEPORT, CA 93517	OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SHASTA 1525 COURT ST. REDDING, CA 96001	STANLEY C. HESS II, PRESIDENT GIANT BICYCLE, INC. 3587 OLD CONEJO ROAD NEWBURY PARK, CA 91320	
OFFICE OF THE DISTRICT ATTORNEY COUNTY OF FRESNO 2220 TULARE ST #1000 FRESNO, CA 93721		OFFICE OF THE DISTRICT ATTORNEY COUNTY OF SIERRA P.O. BOX 457 DOWNEVILLE, CA 95936	PRESIDENT OR CEO GROUPE PROCYCLE INC. 1322 CLIVEDON AVE DELTA, BRITISH COLUMBIA V3M 6G4	
			PRESIDENT OR CEO ROCKY MOUNTAIN BICYCLES 1322 CLIVEDON AVE DELTA, BRITISH COLUMBIA V3M 6G4	

**CERTIFICATE OF MERIT**

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

Dated: April 24, 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 April 24, 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 April 24, 2006, at Eureka, California.

  
Nicole Frank

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EXHIBIT D  
(List of Non-Profit Organizations)

Californians for Alternatives to Toxics

The Ecological Rights Foundation

The Center for Ethics and Toxics, a project of the Tides Foundation

The California Institute for Rural Studies

The Environmental Protection Information Center

KPFA Radio

The Center on Race, Poverty and the Environment, a project of the California Rural Legal Assistance Foundation

The Golden Gate University School of Law Environmental Litigation Clinic

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**EXHIBIT E**  
**(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 completely digested or dissolved prior to being analyzed.

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 F  
 (Information Re: Notice)

Party/Company Name: Cycleurope USA, INC.  
 Contact Person: Rodney L Jewett  
 Address: 21325A Cabot Blvd.  
Hayward, CA 94545  
 Telephone: 510 264-1001  
 Fax: 510 856-0338  
 Email: ROD@BIANCHIUSA.COM

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: Shimano Inc. (c/o Shimano American)  
Contact Person: Legal Department  
Address: 1 Holland  
Irvine, CA 92618 USA  
Telephone: 949-951-5003 x3114  
Fax: 949-470-3626  
Email: legal@shimano.com

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**EXHIBIT F**  
**(Information Re: Notice)**

**Party/Company Name:** Recreational Equipment, Inc.  
**Contact Person:** Danette Capello, Senior Counsel  
**Address:** 6750 S. 228th Street  
Kent, WA 98032  
**Telephone:** (253) 395-8227  
**Fax:** (253) 437-7399  
**Email:** dcapell@rei.com

E-1 [PROPOSED] CONSENT JUDGMENT

Case No. CGC-06-454917  
sf-2222547

EXHIBIT F  
(Information Re: Notice)

Party/Company Name: Specialized Bicycle Components, Inc.  
Contact Person: MICHAEL HAYNES  
Address: 15130 Concord Circle, Morgan Hill, CA 95037

Telephone: (408) 778-5432  
Fax: (408) 778-0025  
Email: Michael.Haynes@specialized.com

F-1 [PROPOSED] CONSENT JUDGMENT

Case No. CGC-06-454917  
sf-2222547

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**EXHIBIT F**  
 (Information Re: Notice)

Party/Company Name: G. JOANNDU CYCLE COMPANY  
 Contact Person: CARINE JOANNDU  
 Address: 151 LUDLOW AVE.  
NORTHVALE, NJ 071647  
 Telephone: 201 768 9050  
 Fax: 201 768 9541  
 Email: cjoannou@jamisbikes.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: Electra Bicycle Company, Inc.  
Contact Person: Jeano Erforth  
Address: 3270 Corporate View #A  
Vista, CA 92081  
Telephone: 760 - 6072253  
Fax: 760 - 5981362  
Email: Jeano@electrabike.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: Raleigh America, Inc.  
Contact Person: Steve Meineke  
Address: 6004 So. 190<sup>th</sup> St. Suite 101  
Kent WA 98032  
Telephone: 253-395-1100  
Fax: 253-872-9490  
Email: Smeineke@raleighamerica.com

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**EXHIBIT F**  
 (Information Re: Notice)

**Party/Company Name:** Kung Hsue She, Inc (DBA KHS, Inc)  
**Contact Person:** Wan-Cheng Hsieh  
**Address:** 2840 E. Harcourt St.  
Rancho Dominguez, Ca 90221  
**Telephone:** 310-632-7173x214  
**Fax:** 310-632-3773  
**Email:** wen@khsbicycles.com



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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: PACIFIC CYCLE INC  
Contact Person: Robert SILVIS  
Address: 4902 HAMMERSLEY Rd  
MADISON, WI 53711  
Telephone: 608 268-8320  
Fax: 608 268-8910  
Email: RSILVIS@PACIFIC-CYCLE.COM

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: GIANT BICYCLE, INC.  
Contact Person: DAVID KARNEBOGE  
Address: 3587 OLD CONEJO ROAD  
NEWBURY PARK, CA 91320  
Telephone: 805 267 4627  
Fax: 805 376 8095  
Email: DAVE.KARNEBOGE@GIANTBICYCLE.COM

EXHIBIT F  
(Information Re: Notice)

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Party/Company Name: Chia Cherne Industry Co., Ltd.  
Contact Person: Chao-Wei Huang  
Address: No.55, Alley 121, Lane 175  
Kausheng 9 Road, Changhua City, Taiwan  
Telephone: +886 4 7323090  
Fax: +886 4 7381422  
Email: jerry@jogwire.com.tw

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: I Row Horse Bicycle company LLC  
Contact Person: Stewart Barnett  
Address: 85M Hoffman Lane  
Islanda NY 11749  
Telephone: 631-232-9259  
Fax: 631-232-9370  
Email: Stewb@Irowhorsebikes.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: Scott VSA INC.  
Contact Person: DAVID L. STEVENS  
Address: PO Box 2030  
SUN VALLEY, ND 58353  
Telephone: 208-622-1054  
Fax: 208-622-1017  
Email: DSTEVEN@SCOTTUSA.COM

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: Advanced Sports, Inc  
Contact Person: PAT CUNNANE  
Address: 10940 Dutton Road  
Philadelphia, PA 19154  
Telephone: 215. 824. 1050  
Fax: 215. 824. 1051  
Email: PCUNNANE@FUJIBIKES.COM

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: SRAM Corporation  
 Contact Person: BRIAN W. BENZER  
 Address: 1333 N. Kingsbury, 4th Floor  
Chicago, IL 60622  
 Telephone: 312-664-8800  
 Fax: 312-664-8826  
 Email: bbenzer@sram.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: QUALITY BICYCLE PRODUCTS, INC  
Contact Person: MATT MOORE  
Address: 6400 WEST 105TH STREET  
BLOOMINGTON, MN 55438  
Telephone: (952) 941-9391 ext. 1255  
Fax: (952) 656-5251  
Email: mmoore@qbp.com



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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: BELL SPORTS, INC.  
Contact Person: THOM PARKS  
Address: 380 ENCINAL ST.  
SANTA CRUZ, CA 95060  
Telephone: 831-420-4121  
Fax: 831-420-4213  
Email: TPARKS@BELLSPORTS.COM

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EXHIBIT F  
 (Information Re: Notice)

Party/Company Name: DYNACRAFT BIKES, INC.  
 Contact Person: DAVID CASTRUCCI  
 Address: 89 S. Kelly Road  
American Canyon, CA 94503  
 Telephone: 707-603-1500  
 Fax: 707-603-1599  
 Email: ~~D.C.~~  
DCASTRUCCI@dynacraft-bike.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: TREK Bicycle Corporation  
Contact Person: ROBERT BURNS  
Address: 801 West Madison St  
Granby, CT 06844  
Telephone: 920-478-2191  
Fax: 920-478-4200  
Email: bob\_burns@TrekBike.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: FELT RACING, LLC  
Contact Person: WILLIAM DUEHRING  
Address: 12 CHRYSLER  
IRVINE, CA 92618  
Telephone: (949) 452-9050  
Fax: (949) 452-9055  
Email: billduchring@feltbicycles.com

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EXHIBIT F  
(Information Re: Notice)

Party/Company Name: CANNONDALE BICYCLE CORPORATION  
Contact Person: DAVID CAMPBELL  
Address: 16 TROWBRIDGE DRIVE  
BETHEL, CT 06801  
Telephone: 203-749-7000  
Fax: 203-748-4012  
Email: DAVID.CAMPBELL@CANNONDALE.COM

1 WILLIAM VERICK, CSB #140972  
 Klamath Environmental Law Center  
 2 FREDRIC EVENSON, CSB #198059  
 Law Offices of Fredric Evenson  
 3 424 First Street  
 Eureka, CA 95501  
 4 Telephone: (707) 268-8900  
 Facsimile: (707) 268-8901  
 5

ENDORSED FILED  
 SUPERIOR COURT  
 COUNTY OF SAN FRANCISCO

JAN 18 2007

GORDON PARK-LI, CLERK  
 BY: ERNALYN BURA  
 Deputy Clerk

6 DAVID H. WILLIAMS, CSB #144479  
 BRIAN ACREF, CSB #202505  
 7 370 Grand Avenue, Suite 5  
 Oakland, CA 94610  
 8 Telephone: (510) 271-0826  
 Facsimile: (510) 271-0829  
 9

Attorneys for Plaintiff  
 10 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION  
 11  
 12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 14

15 COUNTY OF SAN FRANCISCO  
 16

17 MATEEL ENVIRONMENTAL JUSTICE  
 FOUNDATION,  
 18

CASE NO. 454917

19 Plaintiff,

~~Proposed~~ ORDER Re: Motion for approval  
 of Settlement and entry of Consent Judgment

20 vs.

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

21 BELL SPORTS., et al.,  
 22

Defendants.  
 23

24 Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on  
 25 regular noticed motion on January 9, 2007, at 9:30 a.m. in Department No. 301. Having  
 26 reviewed the pleadings and the moving papers, having reviewed the terms of the proposed  
 27 consent judgment and having considered the arguments of counsel, the Court finds as follows:

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

1 requirements of Proposition 65.

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

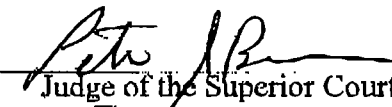
4           3.       The attorneys fees awarded under the Consent Judgment and the underlying  
5 hourly rates, time expended, and costs incurred are reasonable.

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8           IT IS SO ORDERED.

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10 Dated: 1/16/07

  
Judge of the Superior Court  
**PETER J. BUSCH**

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