

ENDORSED
FILED
ALAMEDA COUNTY

MAY 27 2010

CLERK OF THE SUPERIOR COURT
By Miranda Edgerly, Deputy

Michael Freund SBN 99687
Attorney at Law
1915 Addison Street
Berkeley, CA 94704
Telephone: (510) 540-1993
Facsimile: (510) 540-5543

Attorney for Plaintiff
Center for Environmental Health

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL
HEALTH,

Case No. RG08382114

Plaintiff

CONSENT JUDGMENT AS TO
EASTERN AMERICA TRIO
PRODUCTS, INC.

v.

EASTERN AMERICA TRIO PRODUCTS,
INC.,

Defendants.

I. INTRODUCTION

1.1 Plaintiff Center for Environmental Health ("CEH") filed this action as a private attorney general and in the public interest pursuant to California Health Safety Code section 25249.7 (d). Based on the Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code Section 25249.5 et seq) also known as "Proposition 65," the complaint requested injunctive and declaratory relief and civil penalties based on Eastern America Trio Products, Inc.'s ("EasternAmerica's") failure to warn users of the company's audio cables,

CONSENT JUDGMENT AS TO EASTERN AMERICA TRIO PRODUCTS, INC.

Page 1

modular extension telephone cord and modular telephone coil cord that they are exposed to lead by the handling of these products. Lead is a chemical known to the State of California to cause developmental toxicity, male and female reproductive toxicity and cancer. Pursuant to Proposition 65, a "clear and reasonable warning" must be provided prior to exposing people to specified chemicals listed by the State to cause reproductive toxicity and cancer in excess of threshold levels.

1.2 CEH's Complaint is based on allegations contained in Notices of Violation dated October 1, 2007 and October 1, 2008 served on the California Attorney General, other public enforcers and Eastern America. A true and correct copy of these Notices is attached hereto as Exhibit A. Each Notice contains a list of the "Covered Products" allegedly exposing people in California to lead and which "Covered Products are incorporated into this Consent Judgment. Exempt from "Covered Products" are otherwise Covered Products which were shipped to or distributed within California by Eastern America prior to the date of entry of this Consent Judgment.

1.3 CEH is a non-profit California corporation whose primary mission is to prevent and reduce toxic hazards to human health and the environment. Through CEH's activities, numerous carcinogenic chemicals and reproductive toxicants listed pursuant to Proposition 65 contained in consumer products and emitted into the air from industries have been eliminated. CEH is, and at all times set forth herein has been, acting in the public interest under provisions of Proposition 65, as fully set forth at Health and Safety Code section 25249.7 (d).

1.4 Eastern America Trio Products is a corporation licensed to do business in the State of New York. The company operates a facility in College Point, New York where the Covered Products are manufactured and/or distributed. Defendant is a citizen of the State of New

York, being a New York corporation and having its principal place of business in Flushing, New York 11354 and its mailing address at P.O. Box 527018, Flushing, New York 11352.

1.5 The Parties enter into this Consent Judgment pursuant to a full settlement of disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding prolonged litigation and to insure that the objectives of Proposition 65. The Parties seek to protect the public health by reducing or eliminating the public's exposure to toxic chemicals. CEH has diligently prosecuted this matter and is settling this case in the public interest. Plaintiff and Defendant also intend for this Consent Judgment to provide, to the maximum extent permitted by law, res judicata protection for Defendant against all other claims based on the same or similar allegations contained in CEH's Notice of Violation and CEH's Complaint.

1.6 Nothing in the Consent Judgment shall be construed as an admission by Eastern America of any fact, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by Eastern America of any fact, issue of law or violation of law, at any time, for any purpose. Nothing in the Consent Judgment shall prejudice, waive or impair any right, remedy or defense that Eastern America may have in any other or further legal proceedings. Nothing in the Consent Judgment or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by Defendant as to any fault, wrongdoing or liability whatsoever. Nothing in the Consent Judgment or any of its terms or provisions, nor any of the negotiations or other proceedings connected with it, nor any other action taken to carry out the Consent Judgment entered by the Court, by any of the Parties hereto, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce the Consent Judgment, to defend against the

assertion of the released claims or as otherwise required by law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities and duties of Eastern America under the Consent Judgment.

II. JURISDICTION AND VENUE

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties, that venue is proper in this Court, and that this Court has jurisdiction to enter a Consent Judgment pursuant to the terms set forth herein.

III. INJUNCTIVE RELIEF -REFORMULATION AND TESTING

3.1 Level of Compliance

Pursuant to the terms of this Consent Judgment, Eastern America shall be enjoined from offering for sale, selling, distributing or shipping the Covered Products to people in California unless the surface contact layer of the Covered Products has a lead content by weight of less than 300 parts per million, or "300 ppm." ("Reformulation Standard").

3.2 Certification of Level of Compliance from Suppliers

Within sixty (60) days of entry of this Consent Judgment, Eastern America shall obtain written certification from its suppliers certifying that the surface contact layer of the Covered Products complies with the Reformulation Standard. Such supplier certifications shall be obtained annually for five successive years. If Eastern America commences purchases from a new supplier, certifications shall be obtained annually from that supplier for five consecutive years after Eastern American's initial purchase order from that supplier.

3.3 Testing

Eastern America shall conduct periodic testing on the surface contact layer of each of the

Covered Products to ensure that the lead content complies with the Reformulation Standard. The test method shall be of sufficient sensitivity to establish a limit of quantification (as distinguished from detection) of less than 300 ppm. The testing should be based on EPA method 3050B and EPA method 6020A or equivalent. Eastern America shall conduct testing on at least three of each of the Covered Products per batch of each Covered Product received prior to offering for sale, selling, distributing or shipping the Covered Products to California. Eastern America shall continue this method testing on each of the Covered Products at least three times per year for the first year following entry of this Consent Judgment and at least twice per year thereafter, except that, if the number of batches of a Covered Product received per year by Eastern America from its supplier is fewer than three batches of that Covered Product per year for the first year or fewer than twice per year thereafter, then Eastern America shall continue this method of testing on each of the Covered Products for the number of times per year equal to the number of batches of a Covered Product received per year from the supplier. The results of all testing performed pursuant to this Section shall be made available to CEH on a confidential basis, upon request.

3.4 Products that Exceed Compliance Level

If Eastern America obtains information either from its own testing or from CEH that the lead content of any of the Covered Products exceeds the Reformulation Standard, Defendant shall immediately (1) refuse to accept all of the Covered Products that were purchased under the particular purchase order if rejection is a legal option under the Uniform Commercial Code; (2) notify the manufacturer of the product of the exceedance and request an investigation to determine the cause of such lead level and to demand that the manufacturer immediately take steps to ensure that the lead content is reduced to a level below 300 ppm; and (3) for the next two orders of Covered Products that are purchased from the supplier, randomly select and test four of

the products purchased in each purchase order.

3.5 Testing by CEH

CEH intends to conduct periodic testing of the Covered Products. If CEH discovers that the lead content of any of the Covered Products exceeds the Reformulation Standard, CEH shall within thirty (30) days of having such knowledge, provide a Notice of Default to Eastern America. The Notice of Default shall inform Eastern America of the test results, identify the Covered Product(s), and if available, identification code(s) as well as the dates and locations at which all Defaults were observed. In the event that Eastern America notifies CEH within thirty (30) days of receiving the Notice of Default that it will implement, within forty (40) days thereafter, such measures as are necessary to correct the Default(s) so that the surface contact layer of the Covered Products has a lead content by weight of less than 300 ppm and provides CEH with the certification and testing information demonstrating compliance with the compliance level as set forth herein ("Notice of Cure"), no further payments shall be required by Eastern America. If Eastern America fails to provide CEH with certification and testing information demonstrating that it complied with the Reformulation Standard, Eastern America shall be liable for stipulated payments in lieu of penalties for Covered Products for which CEH produces tests demonstrating lead levels exceeding the Reformulation Standard, as set forth below.

3.6 Stipulated Payments in Lieu of Penalties

If stipulated payments in lieu of penalties are warranted under Section 3.5, the stipulated payment shall be made within thirty (30) days of receiving of demand from CEH and shall cover CEH's attorney's fees and costs. The stipulated payment amount shall be as follows:

First Occurrence: \$2,500.00

Second Occurrence: \$3,000.00
Third Occurrence: \$3,500.00
Thereafter: \$ 5,000.00

V. PAYMENT

In full and final satisfaction of CEH's costs of litigation, attorney's fees and all other expenses, Eastern America shall make a total payment of \$25,000.00, payable within five (5) business days of receiving the Notice of Entry of Consent Judgment. Said payments shall be for the following:

A. \$8,333.33 payable to the Center for Environmental Health which includes:

- a) research into alternatives to the use of toxic chemicals and promotion of those alternatives and
- b) reimbursement of out of pocket expenses of \$1,097.34 . CEH's Tax Identification No. is 94-3169008.

B. \$16,666.66 payable to Michael Freund as reimbursement of CEH's attorney's fees.
Eastern America's payments shall be mailed to the Law Office of Michael Freund.

VI. RELEASE AND CLAIMS COVERED

This Consent Judgment entered by the Court is a final and binding resolution between and among, CEH, its officers, directors, agents, employees, attorneys, successors and assigns, acting on behalf of the general public, and Eastern America, its parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors, shareholders, employees, agents, attorneys, successors and assigns, of any and all claims, known or unknown, that have been or could have been asserted by CEH against Eastern America in the Complaint in regard to a violation of Proposition 65, up to and including the date of entry of Consent Judgment arising from the use of lead in the Covered Products Except for such rights and obligations as have been

created under this Consent Judgment, Plaintiff, on its own behalf and bringing an action "in the public interest" pursuant to California Health and Safety Code Section 25249.7 (d) with respect to the matters alleged in the CEH lawsuit, does hereby fully, completely, finally and forever release, relinquish and discharge Eastern America and its respective parents, subsidiaries, affiliates, division, subdivisions, officers, directors, shareholders, employees, agents, attorneys, successors and assigns ("released parties") of and from any and all claims, actions, causes of action, demands, rights, debts, agreements, promises, liabilities, damages, accountings, costs and expenses, whether known or unknown, suspected or unsuspected, of every nature whatsoever which Plaintiff has or may have against the said released parties, arising directly or indirectly out of any fact or circumstance occurring prior to the date upon which the Consent Judgment becomes final, relating to alleged violations of Proposition 65 by the Defendant.

It is the intention of the Parties to this release that, upon entry of Consent Judgment and conclusion of any litigation relating to (i) this Consent Judgment and the Consent Judgment entered by the Court and (ii) the CEH lawsuit itself, that this Consent Judgment and Consent Judgment entered by the Court shall be effective as a full and final accord and satisfaction and Release of every released claim up to and including the date of entry of the Consent Judgment. In furtherance of this intention, Plaintiff acknowledges that it is familiar with California Civil Code section 1542, which provides as follows:

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

Plaintiff hereby waives and relinquishes all of the rights and benefits that Plaintiff has, or may have, under California Civil Code section 1542 (as well as any similar rights and benefits which they may have by virtue of any statute or rule of law in any other state or territory of the United States). Plaintiff hereby acknowledges that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true with respect to the subject matter of this Consent Judgment and the Consent Judgment entered by the Court and the released claims, but that notwithstanding the foregoing, it is Plaintiff's intention hereby to fully, finally, completely and forever settle and release each, every and all released claims, and that in furtherance of such intention, the release herein given shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. Plaintiff hereby warrants and represents to Defendant that (a) Plaintiff has not previously assigned any released claim, and (b) Plaintiff has the right, ability and power to release each released claim.

VII. CONTINUING OBLIGATIONS

Nothing herein shall be construed as diminishing Eastern America's continuing obligations to comply with Proposition 65.

VIII. SEVERABILITY OF UNENFORCED PROVISIONS

In the event that any of the provisions hereof are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

IX. ENFORCEMENT OF CONSENT JUDGMENT

CEH may, by motion or order to show cause, enforce the terms and conditions contained in the Consent Judgment entered by the Court.

X. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment entered by the Court shall apply to, be binding upon and inure to the benefit of Eastern America, its parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors, shareholders, employees, agents, attorneys, successors and assigns, and upon CEH on its own behalf and on behalf of the general public, and each and every one of its members, and its directors, officers, employees, agents, successors, attorneys and assigns.

XI. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment entered by the Court may be modified only upon written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon a regularly-noticed motion of any Party to the Consent Judgment as provided by law and upon entry of a modified Consent Judgment by the Court.

XII. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter to enforce, modify or terminate the Consent Judgment.

XIII. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT

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

XIV. NON-CONFIDENTIALITY

The terms and conditions of the Consent Judgment entered by the Court shall not be confidential.

XV. COURT APPROVAL

The Consent Judgment shall be effective only after it has been executed by the Court.

Otherwise, it shall be of no force or effect and cannot be used in any proceeding for any purpose.

XVI. EXECUTION IN COUNTERPARTS

This Consent Judgment may be executed in counterparts and/or by facsimile, which taken together shall be deemed to constitute one document.

XVII. NOTICES

All notices required to be given to either Party to this Consent Judgment by the other shall be sent to the following agents:

FOR CENTER FOR ENVIRONMENTAL HEALTH:

Michael Green, Executive Director
Caroline Cox, Research Director
Center for Environmental Health
2201 Broadway, Suite 302
Oakland, CA 94612

Michael Bruce Freund
Law Offices of Michael Freund
1915 Addison Street
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

FOR EASTERN AMERICA TRIO PRODUCTS INC.:

Michael Harap
Chief Executive Officer
Eastern America Trio Products, Inc.
25-10 Ulmer Street
Flushing, N.Y. 11354

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Carolyn Shields
Liu & Shields LLP
41-60 Main Street, Suite 208A
Flushing, N.Y. 11355
Telephone: (718) 463-1868
Facsimile: (718) 463-2883

XVIII. GOVERNING LAW

The validity, construction and performance of this Consent Judgment shall be governed by the laws of the State of California.

XIX. DRAFTING

The terms of this Consent Judgment have been reviewed by the respective counsel for the Parties to this Settlement prior to its signing, and each Party has had an opportunity to fully discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment entered thereon, the terms and provisions shall not be construed against either Party.

XX. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

In the event a dispute arises with respect to either party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone and endeavor to resolve the dispute in an amicable manner. No action may be filed in the absence of such a good faith attempt to resolve the dispute beforehand. In the event an action is filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party who is successful in obtaining relief more favorable to it than the relief that the other party was amenable to providing during the parties' good faith attempt to resolve the dispute that is the subject of such enforcement action.

XXI. ENTIRE AGREEMENT

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

XXII. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

This settlement has come before the Court upon the request of the Parties. The Parties request the Court to fully review this settlement and, being fully informed regarding the matters which are the subject of this action, to:

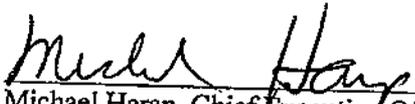
(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of CEH's Complaint, that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

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(2) Make the findings pursuant to Health & Safety Code § 25249.7 (f) (4), approve the Settlement and approve this Consent Judgment.

IT IS SO STIPULATED:

Dated: March 24, 2010 .

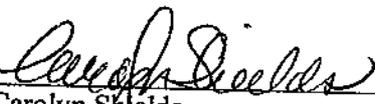

Michael Harap, Chief Executive Officer
Eastern America Trio Products, Inc.

Dated: March 30, 2010

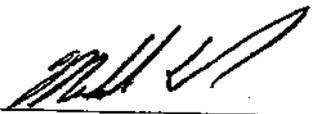

Charlie Pizarro, Associate Director
Center for Environmental Health

Dated: March 24, 2010

LIU & SHIELDS, LLP


Carolyn Shields
Attorney for Defendant
Eastern America Trio Products, Inc.

Dated: March 29, 2010 ;


Michael Freund
Attorney for Plaintiff
Center for Environmental Health

IT IS SO ORDERED:

MAY 27 2010

Wynne Carvill

Judge Wynne Carvill

MICHAEL FREUND
ATTORNEY AT LAW
1918 ADDISON STREET
BERKELEY, CALIFORNIA 94704-1101

TEL 810/540-1992
FAX 810/540-5549
EMAIL MFREUND@AOL.COM

October 1, 2007

Re: Notice of Violation Against Eastern America Trio Products, Inc. for Violation of California Health & Safety Code Section 25249.6

Dear Prosecutors:

I represent the Center for Environmental Health, a non-profit California corporation whose primary mission is to prevent and reduce toxic hazards to human health and the environment. This letter constitutes notification that Eastern America Trio Products, Inc. located at 12828 25th Ave., College Point, New York 11356-2709 has violated the warning requirement of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act (commencing with section 25249.5 of the Health and Safety Code).

In particular, this company has manufactured and distributed various products which have exposed and continue to expose numerous individuals within California to lead. Lead was listed pursuant to Proposition 65 as a chemical known to cause developmental toxicity, and male and female reproductive toxicity on February 27, 1987. Lead and lead compounds were also listed pursuant to Proposition 65 as carcinogens on October 1, 1992. The time period of these violations commenced one year after the listed dates above. The route of exposure has been primarily through dermal contact with the products and/or by dermal contact with and ingestion by hand to mouth contact, of these chemicals.

The cords of the following products are exposing people to lead: (1) Trisonic audio cord cable (TS-1206N); (2) Trisonic modular extension telephone cord (TS-815); and (3) Trisonic modular telephone coil cord (TS-607).

Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to certain listed chemicals. Eastern America Trio Products, Inc. is in violation of Proposition 65 because it failed to provide a warning to persons touching the cable/cords of the above products that they are being exposed to lead. (22 C.C.R. section 12601.) While in the course of doing business, the company is knowingly and intentionally exposing people to these chemicals, without first providing clear and reasonable warning. (Health and Safety Code section 25249.6.) The method of warning should be a warning that appears on the product's label. 22 C.C.R. section 12601 (b)(1) (A).

Proposition 65 requires that notice and intent to sue be given to a violator 60-days before the suit is filed. With this letter, the Center for Environmental Health gives notice of the alleged violation to the noticed party and the appropriate governmental authorities. This notice covers all violations of Proposition 65 that are currently known to the Center for Environmental Health

EXHIBIT A

from information now available to us. The Center for Environmental Health is continuing its investigation that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, and referenced as Appendix A, has been provided to the noticed party.

If you have any questions, please contact my office at your earliest convenience.

Sincerely,



Michael Freund

cc: Michael Green, CBH

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7 (d)

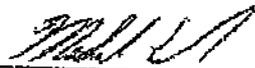
I, Michael Freund hereby declare:

1. This Certificate of Merit accompanies the attached Notice of Violation in which it is alleged that the party identified in the Notice has violated Health and Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
 2. I am the attorney for the noticing party Center for Environmental Health ("CEH")
 3. CEH is a non-profit California corporation whose primary mission is to prevent and reduce toxic hazards to human health and the environment.
 4. The Notice of Violation alleges that the party identified has exposed persons in California to lead from three listed products. Please refer to the Notice of Violation for additional details regarding the alleged violations.
 5. I have consulted with a scientist with 17 years of experience in chemical exposure issues. The consultant has the appropriate experience and expertise regarding the exposure issues in this case. The consultant has reviewed facts, studies or other data regarding the exposure to the listed chemical that is the subject of this action. These facts, studies or other data overwhelmingly demonstrate that the party identified in the Notice exposes persons to lead through dermal contact and hand to mouth ingestion.
 6. Based on my consultation with an experienced consultant in this field and especially the results of testing the products listed, it is clear that there is sufficient evidence that human exposures exist from exposure to the products from the noticed party.
- Furthermore, as a result of the above, I have concluded that 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 plaintiff's 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.

7. The copy of this Certificate of Merit served on the California Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health & Safety Code Section 25249.7 (h) (2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies or other data reviewed by those persons.

Dated: September 26, 2007



Michael Freund
Attorney for Center for Environmental
Health

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen years and not a party to the within entitled action; my business address is 1915 Addison Street, Berkeley, California 94704. On October 1,

2007 I served the within:

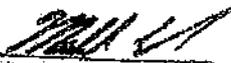
Notice of Violation of California Safe Drinking Water and Toxic Enforcement Act; Certificate of Merit; and The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) A Summary (only sent to Eastern America Trio Products, Inc.)

on the parties in said action, by facsimile and placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Berkeley, California and/or by hand delivery to said parties addressed as follows:

See Attached Service List.

I, Michael Freund, declare under penalty of perjury that the foregoing is true and correct.

Executed on October 1, 2007 at Berkeley, California.


Michael Freund

SERVICE LIST

District Attorney of Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney of Colusa County
547 Market Street
Colusa, CA 95932

District Attorney of Contra Costa
County
725 Court Street, Room 402
Martinez, CA 94553

District Attorney of Alpine County
P.O. Box 249
Markleeville, CA 96120

District Attorney of Del Norte
County
450 H Street, Ste 171
Crescent City, CA 95531

District Attorney of Amador County
708 Court Street, #202
Jackson, CA 95842

District Attorney of Butte County
25 County Center Drive
Coville, CA 95965

District Attorney of El Dorado
County
515 Main Street
Placerville, CA 95667

District Attorney of Calaveras
County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney of Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney of Glenn County
P.O. Box 430
Willows, CA 95988

District Attorney of Kings County
1400 West Lacey
Hanford, CA 93230

District Attorney of Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney of Humboldt
County
825 5th Street
Eureka, CA 95501

District Attorney of Imperial County
939 W. Main Street
El Centro, CA 92243

District Attorney of Lassen County
220 S. Lassen St., Ste 8
Susanville, CA 96130

District Attorney of Inyo County
P.O. Drawer D
Independence, CA 93526

District Attorney of Los Angeles
County
210 W. Temple Street, Room 345
Los Angeles, CA 90012

District Attorney of Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney of Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney of Marin County
3501 Civic Center Dr., Room 130
San Rafael, CA 94903

District Attorney of Mono County
P.O. Box 817
Bridgeport, CA 93517

District Attorney of Mariposa County
P.O. Box 730
Mariposa, CA 95338

District Attorney of Monterey County
PO Box 1131
Salinas, CA 93902

District Attorney of Mendocino
County
P.O. Box 1000
Ukiah, CA 95482

District Attorney of Napa County
831 Parkway Mall
Napa, CA 94558

District Attorney of Merced County
2222 "M" Street
Merced, CA 95340

District Attorney of Nevada County
201 Church St., Suite 8
Nevada City, CA 95959

District Attorney of Orange County
401 Civic Center Drive West
Santa Ana, CA 92702

District Attorney of Modoc County
PO Box 1171
Alturas, CA 96101-4020

District Attorney of Placer County
11562 "B" Avenue
Auburn, CA 95603

District Attorney of San
Bernardino County
318 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney of Plumas County
629 Main Street, Room 404
Quincy, CA 95971

District Attorney of San Diego
County
330 West Broadway, Suite 1320
San Diego, CA 92101

District Attorney of Riverside
County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney of San Francisco
County
850 Bryant Street, Rm 325
San Francisco, CA 94103

District Attorney of Sacramento
County
901 "G" Street
Sacramento, CA 95814

District Attorney of San Joaquin
County
P.O. Box 980
Stockton, CA 95201

District Attorney of San Luis
Obispo County
1050 Monterey St, Room 450
San Luis Obispo, CA 93408

District Attorney of San Benito
County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney of San Mateo
County
400 County Cir., 3rd Fl
Redwood City, CA 94063

District Attorney of Sierra County
Courthouse, P.O. Box 457
Downieville, CA 95938

District Attorney of Santa Barbara
County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney of Siskiyou County
P.O. Box 988
Yreka, CA 96097

District Attorney of Solano County
600 Union Avenue
Fairfield, CA 94533

District Attorney of Santa Clara
County
70 West Hedding Street
San Jose, CA 95110

District Attorney of Santa Cruz
County
701 Ocean Street, Room 200
Santa Cruz, CA 95061

District Attorney of Sonoma County
600 Administration Drive, Room
212J
Santa Rosa, CA 95403

District Attorney of Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney of Stanislaus
County
800 14th Street, Room 200
Modesto, CA 95354

District Attorney of Sutter County
448 Second Street
Yuba City, CA 95991

District Attorney of Ventura County
800 South Victoria Ave
Ventura, CA 93009

District Attorney of Tehama County
P.O. Box 519
Red Bluff, CA 96080

District Attorney of Yolo County
301 Second Street
Woodland, CA 95695

District Attorney of Trinity County
P.O. Box 310
Weaverville, CA 96093

District Attorney of Yuba County
215 Fifth Street
Marysville, CA 95901

District Attorney of Tulare County
221 S. Mooney Ave, Room 224
Visalia, CA 93291

District Attorney of Tuolumne County
2 South Green
Sonora, CA 95370

San Jose City Attorney's Office
151 West Mission Street
San Jose, CA 95110

Los Angeles City Attorney's Office
Room 1800, City Hall East
200 N. Main Street
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Suite 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
San Francisco, CA 94102

California Attorney General's Office
Attention: Proposition 65 Coordinator
1515 Clay Street, Suite 2000
P.O. Box 7650
Oakland, CA 94612

Michael Harap
Chief Executive Officer
Eastern America Trio Products, Inc.
12828 25th Ave.
College Point, N.Y. 11356-2709

MICHAEL FREUND
ATTORNEY AT LAW
1915 ADDISON STREET
BERKELEY, CALIFORNIA 94704-1101

TEL 510/540-1992
FAX 510/540-9843
EMAIL FREUND1@aol.com

October 1, 2008

Re: Notice of Violation Against Eastern America Trio Products, Inc. for Violation of California Health & Safety Code Section 25249.6/Exposure to Lead from Cables and Cords

Dear Prosecutors:

I represent the Center for Environmental Health, a non-profit California corporation whose primary mission is to prevent and reduce toxic hazards to human health and the environment. CEH is located at 2201 Broadway, Suite 302, Oakland, CA 94612-301; Telephone ((510) 655-3900. This letter constitutes notification that Eastern America Trio Products, Inc. located at 25-10 Ulmer Street, College Point, New York 11356-2709 has violated the warning requirement of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act (commencing with section 25249.5 of the Health and Safety Code).

In particular, this company distributes cables and cords which have exposed and continue to expose numerous individuals within California to lead. Lead was listed pursuant to Proposition 65 as a chemical known to cause developmental toxicity, and male and female reproductive toxicity on February 27, 1987. Lead and lead compounds were also listed pursuant to Proposition 65 as carcinogens on October 1, 1992. The time period of these violations commenced from after the listing of these chemicals and are continuing. The route of exposure has been primarily through dermal contact with the products and/or by dermal contact with and ingestion by hand to mouth contact, of these chemicals.

The following products are exposing people to lead: (1) Trisonic 6 Foot Heavy Duty Stereo Cable (TS-1618G); (2) Trisonic 15 Foot Modular Coil Cord (TS-615); (3) Trisonic 15 Foot RG-59U Coaxial Cable (TS-FF-15BLK); (4) Trisonic 12 Foot Heavy Duty Stereo Cable (TS-1613G12); (5) Trisonic 6 Foot 2 RCA Plugs (TS-1306G); (6) Trisonic 6 Foot Coaxial Cable RG 59U (TS-FF-06BLK); (7) Trisonic 3 Foot RG-59U (TS-FF-03BLK); and (8) Trisonic 15 Foot Modular Extension Cord (TS-815).

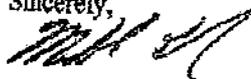
Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to certain listed chemicals. Eastern America Trio Products, Inc. is in violation of Proposition 65 because it failed to provide a warning to persons touching the cable/cords of the above products that they are being exposed to lead. (22 C.C.R. section 12601.) While in the course of doing business, the company is knowingly and intentionally exposing people to these chemicals, without first providing clear and reasonable warning. (Health and Safety Code section 25249.6.) The method of warning should be a warning that appears on the product's label. 22 C.C.R. section 12601 (b)(1)(A).

Proposition 65 requires that notice and intent to sue be given to a violator 60-days before the

suit is filed. With this letter, the Center for Environmental Health gives notice of the alleged violation to the noticed party and the appropriate governmental authorities. This notice covers all violations of Proposition 65 that are currently known to the Center for Environmental Health from information now available to us. The Center for Environmental Health is continuing its investigation that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, and referenced as Appendix A, has been provided to the noticed party.

If you have any questions, please contact my office at your earliest convenience.

Sincerely,



Michael Freund

cc: Michael Green, CEH

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7 (d)

I, Michael Freund hereby declare:

1. This Certificate of Merit accompanies the attached Notice of Violation in which it is alleged that the party identified in the Notice has violated Health and Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
 2. I am the attorney for the noticing party Center for Environmental Health ("CEH")
 3. CEH is a non-profit California corporation whose primary mission is to prevent and reduce toxic hazards to human health and the environment.
 4. The Notice of Violation alleges that the party identified has exposed persons in California to lead from cables and cords that it distributes in California. Please refer to the Notice of Violation for additional details regarding the alleged violations.
 5. I have consulted with a scientist with 17 years of experience in chemical exposure issues. The consultant has the appropriate experience and expertise regarding the exposure issues in this case. The consultant has reviewed facts, studies or other data regarding the exposure to the listed chemical that is the subject of this action. These facts, studies or other data overwhelmingly demonstrate that the party identified in the Notice exposes persons to lead through dermal contact and hand to mouth ingestion.
 6. Based on my consultation with an experienced consultant in this field and especially the results of testing the products listed, it is clear that there is sufficient evidence that human exposures exist from exposure to the products from the noticed party.
- Furthermore, as a result of the above, I have concluded that 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 plaintiff's 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.

7. The copy of this Certificate of Merit served on the California Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health & Safety Code Section 25249.7 (h) (2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies or other data reviewed by those persons.

Dated: October 1, 2008



Michael Freund
Attorney for Center for Environmental
Health

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen years and not a party to the within entitled action; my business address is 1915 Addison Street, Berkeley, California 94704. On October 1, 2008 I served the within:

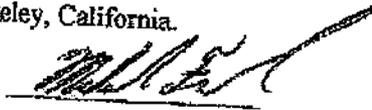
Notice of Violation and Certificate of Merit (Supporting documentation pursuant to 11 CCR section 3102 sent to Attorney General only)

on the parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Oakland, California to said parties addressed as follows:

See Attached Service List

I, Michael Freund, declare under penalty of perjury that the foregoing is true and correct.

Executed on October 1, 2008 at Berkeley, California.



Michael Freund

SERVICE LIST

District Attorney of Alameda County 1225 Fallon Street, Room 800 Oakland, CA 94612	District Attorney of Imperial County 939 Main Street El Centro, CA 92243	District Attorney of Orange County 401 Civic Ctr Drive West Santa Ana, CA 92701
District Attorney of Colusa County 647 Market Street Colusa, CA 95932	District Attorney of Lassen County 220 S. Lassen St., Ste 6 Susanville, CA 96130	District Attorney of Modoc County 204 S Court Street Alturas, CA 96101-4020
District Attorney of Contra Costa County 827 Ferry Street Martinez, CA 94553	District Attorney of Inyo County P.O. Drawer D Independence, CA 93326	District Attorney of Placer County 11562 "B" Avenue Auburn, CA 95603
District Attorney of Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney of Los Angeles County 210 W. Temple Street, Room 346 Los Angeles, CA 90012	District Attorney of San Bernardino County 315 N. Mountain View Avenue San Bernardino, CA 92415
District Attorney of Del Norte County 450 H Street, Ste 171 Crescent City, CA 95531	District Attorney of Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney of Plumas County 520 Main Street, Room 404 Quincy, CA 95971
District Attorney of Amador County 708 Court Street, #202 Jackson, CA 95842	District Attorney of Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney of San Diego County 330 West Broadway, Suite 1320 San Diego, CA 92101
District Attorney of Butte County 25 County Center Drive Oroville, CA 95965	District Attorney of Marin County 3501 Civic Center Dr., Room 130 San Rafael, CA 94903	District Attorney of Riverside County 4075 Main Street Riverside, CA 92501
District Attorney of El Dorado County 515 Main Street Placerville, CA 95667	District Attorney of Mono County P.O. Box 817 Bridgeport, CA 93517	District Attorney of San Francisco County 850 Bryant Street, Rm 325 San Francisco, CA 94103
District Attorney of Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney of Mariposa County P.O. Box 730 Mariposa, CA 95338	District Attorney of Sacramento County 901 "G" Street Sacramento, CA 95814
District Attorney of Fresno County 2220 Tulare Street, #1000 Fresno, CA 93721	District Attorney of Monterey County 230 Church Street, Bldg. 2 Salinas, CA 93901	District Attorney of San Joaquin County P.O. Box 980 Stockton, CA 95201
District Attorney of Glenn County P.O. Box 430 Willows, CA 95988	District Attorney of Mendocino County P.O. Box 1000 Ukiah, CA 95482	District Attorney of San Luis Obispo County 1050 Monterey St, Room 450 San Luis Obispo, CA 93408
District Attorney of Kings County 1400 West Lacey Hanford, CA 93230	District Attorney of Napa County 931 Parkway Mall Napa, CA 94558	District Attorney of San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023
District Attorney of Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney of Merced County 2222 "M" Street Merced, CA 95340	
District Attorney of Humboldt County 826 6th Street Eureka, CA 95501	District Attorney of Nevada County 201 Church St, Suite 8 Nevada City, CA 95959	

District Attorney of San Mateo
County
400 County Ctr, 3rd Fl
Redwood City, CA 94063

District Attorney of Sierra County
Courthouse, P.O. Box 457
Downsville, CA 95936

District Attorney of Santa Barbara
County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney of Siskiyou County
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Yreka, CA 96097

District Attorney of Solano County
675 Texas Street, Suite 4500
Fairfield, CA 94533

District Attorney of Santa Clara
County
70 West Hedding Street, West
Wing
San Jose, CA 95110

District Attorney of Santa Cruz
County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney of Sonoma County
800 Administration Drive, Room
212J
Santa Rosa, CA 95403

District Attorney of Shasta County
1523 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney of Stanislaus
County
800 11th Street, Room 200
PO BOX 442
Modesto, CA 95353

District Attorney of Sutter County
448 Second Street
Yuba City, CA 95991

District Attorney of Ventura County
800 South Victoria Ave
Ventura, CA 93009

District Attorney of Tehama County
P.O. Box 519
Red Bluff, CA 96060

District Attorney of Yolo County
301 Second Street
Woodland, CA 95695

District Attorney of Trinity County
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San Francisco City Attorney's
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San Francisco, CA 94102

California Attorney General's
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Attention: Proposition 65
Coordinator
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612

Carolyn Shields
Liu & Shields LLP
136-65 37th Ave., Suite 212
Flushing, New York 11354
(on behalf of Eastern America
Trio Products, Inc.)