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ENDORSED  
FILED  
San Francisco County Superior Court

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION,

Plaintiff,

v.

ATD TOOLS, INC., et al.

Defendants.

Case No. 442968

~~[PROPOSED]~~ CONSENT JUDGMENT  
AS TO KMART CORPORATION

1. INTRODUCTION

2 1.1 On or about April 1, 2005, the Mateel Environmental Justice Foundation (“MEJF”)  
3 and its attorneys, Klamath Environmental Law Center (“KELC”), sent 60 Day Notice Letters to the  
4 Office of the California Attorney General of the State of California (“California Attorney General”),  
5 all California counties’ District Attorneys and all City Attorneys of California cities with populations  
6 exceeding 750,000, (collectively, “Public Enforcers”), charging certain businesses with violating the  
7 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code  
8 Section 25249.5 et seq. (“Proposition 65”), in their manufacture, distribution and/or sale of wires and  
9 cables coated with polyvinyl chloride (“PVC”). Specifically, MEJF charged that persons handling  
10 the PVC-coated wires and cables (hereinafter sometimes referred to as the “Cords”) were exposed to  
11 certain chemicals, listed under Proposition 65, including cadmium, hexavalent compounds of  
12 chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate and  
13 di(2ethylhexyl) phthalate, ethylene thiourea, nickel, toluene, chloroform, chlorinated paraffins,  
14 antimony trioxide, carbon black extracts, ethyl acrylate and acrylonitrile.

15 1.2 On or about January 5, 2005 MEJF the Mateel Environmental Justice Foundation  
16 (“MEJF”) and its attorneys, Klamath Environmental Law Center (“KELC”), sent 60 Day Notice  
17 Letters to the Office of the California Attorney General of the State of California (“California  
18 Attorney General”), all California counties’ District Attorneys and all City Attorneys of California  
19 cities with populations exceeding 750,000, (collectively, “Public Enforcers”), charging certain  
20 businesses with violating the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
21 Health and Safety Code Section 25249.5 et seq. (“Proposition 65”), in their manufacture, distribution  
22 and/or sale of wires and cables coated with polyvinyl chloride (“PVC”). Specifically, MEJF charged  
23 that persons handling the PVC-coated wires and cables (hereinafter sometimes referred to as the  
24 “Cords”) were exposed to certain chemicals, listed under Proposition 65, including acrylonitrile ,  
25 antimony trioxide, arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated  
26 paraffins, chloroform, ethyle acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent  
27 chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate and  
28 di(2ethylhexyl) phthalate.

1.3 On or about July 11, 2005 MEJF (“Plaintiff”), acting on behalf of itself, the public interest, and the general public for the matters described in the Notice Letter, filed a Complaint for civil penalties and injunctive relief (“Complaint”) in the San Francisco Superior Court, fashioned, *MATEEL ENVIRONMENTAL JUSTICE FOUNDATION v. ATD TOOLS, INC.*, , Case No. 442968 based on the Notice Letter. The Complaint alleged, among other things, that KMART, (“KMART” or “Settling Defendant”) violated Proposition 65 by manufacturing, marketing and/or distributing to California residents products that are themselves or which incorporate wires and cables that are PVC-coated and failing to provide clear and reasonable warnings to California residents who handle and use such products that the handling and use of those products in their normally intended manner will cause those persons to be exposed to Proposition 65 Chemicals.

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

1.5 For purposes of this Consent Judgment, the term “Covered Products” means products that are themselves, or that incorporate, use, or have appended to them, Cords, and that are manufactured, distributed, marketed or sold by the Settling Defendant for retail sale in the State of California. The term Covered Products includes both such products that are subject to the Warning Requirements of Section 7, and those that are not, including those products that are exempted from the warning requirements of this Consent Judgment pursuant to Sections 7.1 or 7.3. The term “Covered Products” also includes products which are manufactured, distributed, marketed and/or sold by the Settling Defendant for retail sale in the State of California either under its own name or brand or under the name or brand of another (e.g., privately labeled products).

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

1.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction

over the Settling Defendant as to the acts alleged in the Complaints, that venue is proper in the County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the allegations contained in the Complaints and Notice Letters and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein, arising therefrom or related thereto.

1.8 The Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. This Consent Judgment shall not constitute an admission with respect to any material allegation of the Complaints, each and every allegation of which the Settling Defendant denies; nor may this Consent Judgment or compliance with it be used as evidence of any wrongdoing, misconduct, culpability or liability on the part of any Settling Defendant. The Settling Defendant maintains that its Covered Products have at all times complied with all applicable laws, including Proposition 65.

## 2. SETTLEMENT PAYMENT

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

(a) The Settling Defendant shall deposit with Settling Defendant's counsel, within thirty (30) days of the signing of this Consent Judgment, Forty Two Thousand Five Hundred Dollars (\$42,500). Within 5 days of the entry of this Consent Judgment by the Court, Settling Defendant's counsel shall distributed the payment as follows:

(i) Twenty Two Thousand Five Hundred Dollars ( \$22,500 dollars) shall be paid to KELC for attorneys fees and costs incurred by KELC on behalf of Plaintiff in investigating this matter, prosecuting this action and negotiating this Consent Judgment on behalf of itself and the general public,

(ii) Twenty Thousand Dollars (\$20,000 dollars) shall, subject to Paragraph 2.2 below, be made payable to KELC and within a commercially reasonable time distributed by KELC at the direction of MEJF among the following non-profit organizations: Californians for Alternatives to Toxics; the Center for Ethics and Toxics, a project of the Tides Foundation; the Center on Race,

Poverty and the Environment; the Ecological Rights Foundation; the Environmental Protection Information Center; the Golden Gate University School of Law Environmental Litigation Clinic.

(iii) Both payments shall be sent by overnight mail, or similar next day delivery method with delivery confirmation, to Klamath Environmental Law Center, 424 First Street, Eureka, CA 95501.

2.2 MEJF and KELC represent and warrant that the entities identified in paragraph 2.1 are tax exempt, section 501(c)(3) non-profit organizations. The funds donated to these organizations pursuant to this Consent 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.

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

### 3. ENTRY OF CONSENT JUDGMENT

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

### 4. MATTERS COVERED BY THIS CONSENT JUDGMENT

4.1 For purposes of Section 4 of this Consent Judgment, the term Settling Defendant shall include the Settling Defendant, as defined above, and its past, present and future parents, divisions, subdivisions, brands, subsidiaries and affiliates and the predecessors, successors and assigns of any of them as well as their past, present and future officers, directors, employees, agents, attorneys, representatives, shareholders and assigns. For purposes of Section 4, the term Settling Defendant shall also be deemed to include the Settling Defendant's supplier of Covered Products, but only with respect to those Covered Products that such supplier manufactures for the Settling Defendant. The preceding sentence shall not apply with respect to a supplier who ships Covered Products directly to a consumer at the request of the Settling Defendant, where a warning is provided to address the obligations of this Consent Judgment solely pursuant to Section 7.5(e) below. A list delineating some, but not necessarily all, of the names of the various business entities and brands or product

types referred to in this Paragraph and in existence on or before the date of this Consent Judgment  
2 may be attached hereto as Exhibit C.

3 4.2 As to Covered Products, this Consent Judgment is a final and binding resolution  
4 between Plaintiff acting on behalf of itself and (as to those matters referenced in the Notice Letters)  
5 in the public interest pursuant to Health and Safety Code Section 25249.7(d) and the Settling  
6 Defendant of: (a) any violation of Proposition 65; or (b) with respect to exposures to the Proposition  
7 65 Chemicals associated with the use of Covered Products, any other statutory or common law claim,  
8 to the fullest extent that any such claims were or could have been asserted by any person or entity  
9 against the Settling Defendant based on its or their exposure of persons to chemicals contained in or  
10 otherwise associated with the use of Covered Products manufactured, sold or distributed by, for or on  
11 behalf of the Settling Defendant and/or their alleged failure to provide a clear and reasonable  
12 warning of such exposure to such individuals; or (c) as to exposures to chemicals contained in or  
13 otherwise associated with the use of Covered Products, any other claim based in whole or part on the  
14 facts alleged in the Complaints or Notice Letters, whether based on actions or omissions committed  
15 by the Settling Defendant or any other entity within the Settling Defendant's chain of distribution,  
16 including, but not limited to, customers, wholesale or retail sellers or distributors and any other  
17 person in the course of doing business ("Downstream Entities").

18 4.3 As to any claims, violations (except violations of this Consent Judgment), actions,  
19 damages, costs, penalties, or causes of action which may arise or have arisen after the original date of  
20 entry of this Consent Judgment, compliance by the Settling Defendant with the terms of this Consent  
21 Judgment shall be deemed to constitute its full and complete compliance with Proposition 65 with  
22 respect to the provision of warnings for chemicals contained in or otherwise associated with the use  
23 of Covered Products, provided that the concentrations of those chemicals other than lead are  
24 materially similar to that associated with the Covered Products with respect to Proposition 65 at the  
25 time this Consent Judgment is entered.

26 4.4 Notwithstanding Sections 4.2 or 4.3 above, as to all customers, distributors,  
27 wholesalers, retailers or any other Downstream Entity, except as otherwise indicated in Sections 4.5  
28 and 4.6 below, which may in the course of doing business use, maintain, distribute, or sell Covered

Products which are manufactured, distributed or sold by the Settling Defendant (including Covered  
2 Products which are privately labeled by the Settling Defendant for a Downstream Entity), Plaintiff  
3 (acting on behalf of itself and, as to those matters raised in the Notice Letters, on behalf of the general  
4 public) waives all rights to institute any form of legal action whether under Proposition 65 or  
5 otherwise, arising out of or resulting from or related directly or indirectly to, in whole or in part,  
6 exposure to, or otherwise associated with the use of and alleged failure to warn with respect to  
7 Proposition 65 Chemicals contained in Covered Products.

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

19 4.6 Nothing in this Consent Judgment shall be deemed to require an out of state  
20 manufacturer of Covered Products to provide a Proposition 65 warning for occupational exposures  
21 occurring within the State of California. Nothing in this Consent Judgment will be deemed to release  
22 a California employer from liability for failure to comply with its obligations, if any, to provide  
23 warnings under Proposition 65 for the exposures of its employees to chemicals contained in or  
24 otherwise associated with Non-Retail Covered Products (as defined in Section 7.6 below) unless such  
25 employer makes Proposition 65 warning information available to its employees in the manner  
26 specified in Section 7.6 below or as otherwise permitted by 8 Cal. Code Regs. § 5194.  
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4.7 In furtherance of the foregoing, Plaintiff hereby waives any and all rights and

benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of  
Section 1542 of the California Civil Code, 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 understands and acknowledges that the significance and consequence of its waiver of  
California Civil Code Section 1542 is that even if Plaintiff and/or, with respect to the matters raised  
in the Notice Letters, any person or entity on whose behalf they purport to act or could act, suffers  
future damages or harm arising out of, resulting from, or related directly or indirectly to, in whole or  
in part, the matters covered in Sections 4.2, 4.3 and 4.4 above ("Damages"), Plaintiff and any person  
or entity on whose behalf they purport to act or could act, will not be able to make any claim for such  
Damages against the Settling Defendant or any of its customers, distributors, wholesalers, retailers, or  
any other person in the course of doing business who may use, maintain, distribute or sell the  
Covered Products including the Downstream Entities. Furthermore, Plaintiff acknowledges that it  
intends these consequences for any such Damages which may exist as of the date of this release but  
which Plaintiff does not know exist, and which, if known, would materially affect its decision to enter  
into this Consent Judgment, regardless of whether its lack of knowledge is the result of ignorance,  
oversight, error, negligence, or any other cause, no matter how justifiable such cause may be.

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

## 5. ENFORCEMENT OF JUDGMENT

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

6. **MODIFICATION OF JUDGMENT**

2           6.1     This Consent Judgment may be modified only upon written agreement of the Parties  
3 and upon entry of a modified amended Consent Judgment by the Court, or upon motion of any Party  
4 as provided by law and upon entry of a modified amended Consent Judgment by the Court.  
5 Notwithstanding the immediately preceding sentence or any other term or provision of this Consent  
6 Judgment, if Plaintiff or any affiliated entity, or the California Attorney General, enters into, or  
7 agrees to in writing, or is otherwise bound by injunctive relief terms or provisions relating to the  
8 provision of Proposition 65 warnings for Covered Products, with regard to their Cords, which, taken  
9 together, are more favorable to the Settling Defendant than the terms or provisions that this Consent  
10 Judgment provide for a Covered Product of like kind and characteristics with respect to its  
11 thermoset/thermoplastic-coated electrical cord and use, the terms of injunctive relief provided for in  
12 Section 7 of this Consent Judgment shall automatically be deemed to have been modified to add such  
13 more favorable terms or provisions as an option which the Settling Defendant may elect for  
14 compliance with this Consent Judgment.

15 7. **INJUNCTIVE RELIEF**

16           7.1     Covered Products shall be deemed to comply with Proposition 65 and be exempt  
17 from any Proposition 65 warning requirements and the obligations imposed on the Settling Defendant  
18 by this Consent Judgment if the Cords that are sold as a part of or in association with those Covered  
19 Products meet the following criteria: (a) the surface contact layer of the Cords have no lead as an  
20 intentionally added constituent; and (b) the surface contact layer of the Cords have lead content by  
21 weight of no more than 0.03% (300 parts per million, or "300 ppm"). The Settling Defendant may  
22 comply with the above requirements by relying on information obtained from its suppliers regarding  
23 the content of the surface contact layer of the Cords, provided such reliance is in good faith. Test  
24 results showing that the lead content is no more than 0.03%, using a method of sufficient sensitivity  
25 to establish a limit of quantification (as distinguished from detection) of less than 300 ppm, shall be  
26 deemed one method to establish good faith reliance. Provided that the level of quantitation  
27 requirement set forth in the preceding sentence is met, the test protocol and methods described on  
28

Exhibit D hereto may be relied on. Nothing in the preceding two sentences shall preclude a Settling Defendant from establishing good faith reliance by an alternative means.

7.2 Covered Products manufactured and shipped for distribution to or sale in California on or after the Effective Date that do not meet the warning exemption standard set forth in Section 7.1 of this Consent Judgment and are not exempt pursuant to Section 7.3 shall be accompanied by a warning as described in Section 7.4 below. For purposes of this Section, 6 months after the entry of this Consent Judgment shall be considered the "Effective Date."

1           7.3     The following Covered Products are deemed to be exempt from any Proposition 65  
2 warning requirements with respect to Cords: (a) Covered Products which because of their size,  
3 weight or function are Cords or have Cords that are handled only very infrequently (such as upon  
4 their installation in a setting where they are not typically plugged and unplugged) (“Infrequently  
5 Handled Products”); (b) those Covered Products that: (i) are sold at retail before the Effective Date;  
6 or (ii) are distributed or shipped for sale outside the State of California; (c) Covered Products that  
7 use Cords only as internal components not normally accessible to the consumer during ordinary use;  
8 and/or (d) Covered Products which contain the Proposition 65 Chemical only as part of the inner  
9 conductor or other component not normally accessible to the consumer during ordinary use. Exhibit  
10 E contains a list of Covered Products/Product types that are deemed to meet the criteria for  
11 Infrequently Handled Products set forth in this Section 7.3 and are therefore exempt. Plaintiffs have  
12 previously provided the California Attorney General’s Office and the Settling Defendant with a list of  
13 Covered Products/Product types that are deemed not to meet the criteria for Infrequently Handled  
14 Products set forth in this Section 7.3 and therefore are not exempt (“Non-Exempt Products List”).  
15 Exhibit E and the Non-Exempt Products List may be used as guidance in determining whether other  
16 Covered Products meet these criteria; Exhibit E and the Non-Exempt Products List may also be used  
17 by the Parties in the course of dispute resolution pursuant to Section 9. The Parties acknowledge that  
18 common usage of the terms “portable” and “non-portable” do not affect the classification of any  
19 Covered Products under this Consent Judgment. Covered Products may be considered Infrequently  
20 Handled Products regardless of their weight or the likelihood that they may be used while moving,  
21 whether that be on a person, in a car, on an airplane or otherwise.

22           7.4     Should the Settling Defendant’s Covered Products require Proposition 65 warnings  
23 under Section 7.2, the Settling Defendant shall, except as otherwise provided in Section 7.5 below,  
24 either provide one of the warnings described below or any other Proposition 65 warning that has been  
25 reviewed and approved in writing by the California Attorney General for use with Covered Products  
26 regarding their thermoset/thermoplastic-coated wires and/or cables:

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

4 or

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

8 or

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

12 or

13           “**WARNING:** This cord contains lead, a chemical known to the State of California to  
14 cause [cancer, and] birth defects or other reproductive harm. ***Wash hands after***  
15 ***handling.***”

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

21           7.5 Unless otherwise indicated herein, the warning required or authorized in Sections 7.4  
22 shall be given by having it: (a) affixed to the Covered Product itself or to the unit package of such  
23 Covered Product; (b) printed on the Covered Product itself or on the unit package of such Covered  
24 Product; (c) displayed on an internet site for those units of Covered Products sold on the internet;  
25 (d) included in the owner’s manual if the conditions set forth in Section 7.9 below are satisfied  
26 (“Owner’s Manual Warning”); or, (e) printed on the invoice issued directly to the consumer by the  
27 Settling Defendant to confirm the sale, where the Settling Defendant sells Covered Products directly

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1 to consumers by telephone, mail order, or internet sale, but never has physical possession of the  
2 Covered Product or its packaging.

3       7.6     If the warning is printed on the product, package label, or invoice, then the warning  
4 shall be contained in the same section of the label that contains other safety warnings, if any,  
5 concerning the use of the Covered Product or near its displayed price and/or UPC code. Such  
6 warning shall be prominently affixed to or printed on each such Covered Product, its label or package  
7 or invoice, and displayed with such conspicuousness, as compared with other words, statements,  
8 designs, or devices on such Covered Product, its label, package or display or invoice as to render it  
9 likely to be read and understood by an ordinary individual under customary conditions of purchase or  
10 use. With respect to the preceding sentence, the type size of any warning required by paragraph 7.4  
11 must be legible, but otherwise need not be larger than any other warning language used in  
12 conjunction with the Covered Product in question and its relative size may take into account the  
13 nature, immediacy, and acuteness of the risks for which other warnings are given. If the size of a  
14 Covered Product and its packaging is such that a warning required by this Consent Judgment cannot  
15 physically be printed on its non-transparent portion in a legible size, the warning may be printed on a  
16 separate piece of paper or cardstock and inserted into the Covered Product's packaging, provided that  
17 i) the cardstock or paper containing the warning is not white or uncolored and contains only the  
18 warning language, and ii) a substantial portion of the exterior of the packaging material is  
19 transparent.

20       7.7     If a warning is provided on the internet pursuant to (c) above, the warning message  
21 shall be displayed (or, upon the internet site user's identification as a California resident, such as  
22 when the user types in a zip code, automatically appear) either: (a) on the same page on which the  
23 Covered Product is displayed, (b) on the same page as the order form for the Covered Product, or (c)  
24 on the same page as the price for the Covered Product.

25       7.8     If the warning is given in the owners manual pursuant to Section 7.9 below, it shall be  
26 located in one of the following places in the manual: the outside of the front cover; the inside of the  
27 front cover; the first page other than the cover; or the outside of the back cover. The warning shall be  
28 printed or stamped in the manual or contained in a durable label or sticker affixed to the manual in a

1 font no smaller than the font used for other safety warnings in the manual. Alternatively, the warning  
2 may be included in a safety warning section of the owner's manual consistent with specifications  
3 issued by Underwriters Laboratories.

4       7.9 A warning in the owner's manual of a Covered Product may be used to satisfy the  
5 warning requirements of this Section 7 only under the following circumstances: the Covered Product  
6 (i) may cause serious injury or bodily harm (other than by means of fire or electrocution) unless used  
7 as directed; or (ii) is sophisticated, difficult to understand or install, set-up, or assemble; or (iii) has  
8 one or more features a consumer must read about in order to know how to program or use the  
9 Covered Product. However, a Covered Product may not utilize an owner's manual warning if it  
10 meets the following criteria: (a) the Covered Product is unlikely to cause serious injury or bodily  
11 harm other than by means of fire or electrocution; (b) the Covered Product is easily assembled or  
12 programmed by an ordinary consumer without need to reference instructions; and (c) fundamental  
13 operation of the Covered Product is easily understood and commonly performed by an ordinary  
14 consumer without training or need to reference operating instructions. Exhibit F contains a list of  
15 Covered Products/product types for which Owner's Manual Warnings are deemed to be an allowable  
16 method of communicating the warnings required by this Section 7. Plaintiffs have previously  
17 provided the California Attorney General's Office and the Settling Defendant with a list of Covered  
18 Products/product types for which Owner's Manual Warnings are deemed not to be an allowable  
19 method of communicating the warnings required by this Section 7 (the "Non-Owner's Manual  
20 Product List"). Exhibit F and the Non-Owner's Manual Product List may be used as guidance in  
21 determining whether the criteria for use of owner's manual warnings set forth in this Section are  
22 satisfied. Exhibit F and the Non-Owner's Manual Products List may also be used by the Parties in  
23 the course of dispute resolution pursuant to Section 9.

24       7.10 The Settling Defendant may provide an Owner's Manual Warning on any Covered  
25 Products/product types, except for those listed on the Non-Owner's Manual Product List, that satisfy  
26 the criteria in Section 7.9, whether or not that Covered Product or product type is listed on Exhibit F.  
27 Settling Defendant shall provide to Plaintiff, by certified mail or other confirmable delivery, a list of  
28 those Covered Products for which an owners manual warning is proposed to be given. Plaintiff shall,

1 within 60 days, notify Settling Defendant as to whether Plaintiff agrees that an owner's manual  
2 warning is appropriate. In the event that Plaintiff determines that an Owner's Manual Warning is not  
3 appropriate, it shall provide a written explanation of the basis therefore. In the event that the Settling  
4 Defendant disagrees with Plaintiff's determination the settling defendant may elect to invoke the  
5 Dispute Resolution process provided for in Section 9 hereof. Products not existing as of the  
6 Effective Date that are introduced for sale after January 1, 2008 may use a owner's manual warning if  
7 approved in writing by the California Attorney General's office, following 60 days prior notice to  
8 Plaintiff.

9 7.11 The requirement for product labeling, set forth herein, is imposed pursuant to the  
10 terms of this Consent Judgment. The Parties recognize that product labeling is not the exclusive  
11 method of providing a warning under Proposition 65 and its implementing regulations.

12  
13 **8. DISPUTE RESOLUTION**

14 8.1 Wherever this Consent Judgment provides that the Settling Defendant may invoke  
15 the Dispute Resolution process or file a motion to have the Court resolve an issue, the Settling  
16 Defendant seeking a resolution shall first mail (by certified mail) and fax a notice to Plaintiff, setting  
17 forth the dispute and the basis for the Party's position. The Parties interested in the dispute shall then  
18 meet and confer in good faith within sixty (60) days to determine whether the dispute may be  
19 resolved in order to avoid further litigation of the issue, unless both Parties waive, in writing, notice  
20 and the opportunity to meet and confer. In the event that Plaintiff fails to meet and confer within the  
21 sixty (60) day period, the Settling Defendant's position shall be deemed to have prevailed. In the  
22 event that, after meeting and conferring, Plaintiff disapproves or disagrees with a position taken by  
23 the Settling Defendant, Plaintiff shall notify the Settling Defendant in writing, sent by an overnight  
24 delivery service requiring a signature upon delivery, within 14 (fourteen) days of meeting and  
25 conferring. Should the Plaintiff do so and should the Settling Defendant wish to pursue its position,  
26 the Settling Defendant shall then seek to have the California Attorney General concur with the  
27 Settling Defendant's position. If the California Attorney General concurs in writing with the Settling  
28 Defendant, the Settling Defendant shall provide notice thereof to Plaintiff and the Settling

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

12 9. **TERMINATION**

13 The Settling Defendant may elect (but is not required) to terminate its participation in this  
14 Consent Judgment beginning on January 31, 2008 or any date thereafter by means of filing with the  
15 court and serving on the Plaintiff, the California Attorney General, and counsel of record to the  
16 Settling Defendant a notice of termination. In the event of the exercise of such an election, the  
17 Settling Defendant's obligations and rights and benefits hereunder shall immediately be deemed to  
18 cease to exist.

19 10. **APPLICATION OF JUDGMENT**

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

24 11. **AUTHORITY TO STIPULATE**

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

28

1 12. **NOTICES**

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

6 13. **RETENTION OF JURISDICTION**

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

8 14. **ENTIRE AGREEMENT**

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

15 15. **GOVERNING LAW**

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

18 16. **COURT APPROVAL**

19 If this Consent Judgment is not approved and entered by the Court, or if the entry of this

20 Consent  
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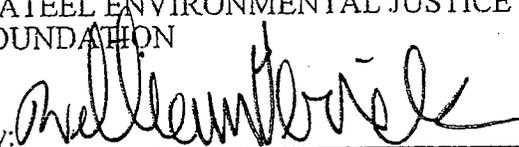
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1 Judgment is successfully challenged, this Consent Judgment shall be of no force or effect, and cannot  
2 be used in any proceeding for any purpose.

3  
4 IT IS SO STIPULATED:

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

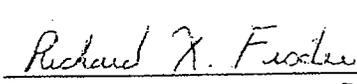
MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION

6  
7  
8 By:  \_\_\_\_\_

William Verick

9  
10 DATED: \_\_\_\_\_

KMART CORPORATION

11  
12 By:  \_\_\_\_\_

13 CHIEF COMPLIANCE OFFICER  
14 SEARS HOLDINGS CORPORATION

15 IT IS SO ORDERED.

16 DATED: AUG 11 2006

**PAUL H. ALVARADO**

JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT A  
(Copy Of 60-Day Notice Letter)

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# Klamath

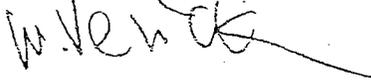
April 1, 2005

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") hereby give you notice that the private businesses on the attached service list are in violation of Cal. Health & Safety Code § 25249.6. This office and Mateel are both private enforcers of Proposition 65, both organizations may be reached at the below listed address and telephone number, I may be considered a "responsible individual" at both organizations, and I may be contacted at the same address and telephone number. The above referenced violations occur when California residents come into contact with thermoset/thermoplastic-coated wires, cables, and/or cords/cord sets, including PVC-coated wires, cords/cord sets, plugs and connectors, and both SPT and HPN cords/cord sets (hereinafter collectively "Cords"). These businesses market products with, or that are themselves, Cords. Some examples of the products that incorporate Cords are those listed in the attached Product List. Handling of, and contact with, these Cords exposes people to acrylonitrile, antimony trioxide, arsenic, 1,3 butadiene, carbon tetrachloride, carbon black extracts, chlorinated paraffins, chloroform, ethyl acrylate, ethylene thiourea, nickel, toluene, cadmium, hexavalent chromium, vinyl chloride, lead and lead compounds, lead acetate, lead phosphate, lead subacetate, and di(2ethylhexyl) phthalate. Handling Cords causes these chemicals to come off the coating of the Cords and to be transferred to the skin of the person handling the Cords. These chemicals are then ingested through hand-to-mouth contact and hand-to-food-to-mouth and hand-to-cigarette-to-mouth behavior. These chemicals are also absorbed through the skin, through mucous membranes and enter the body through cuts, punctures and abrasions. Smokers also inhale those chemicals transferred from hands to cigarettes. People are thus exposed to these chemicals via the ingestion, inhalation, dermal absorption, mucous membrane absorption and subcutaneous routes. These exposures (and resulting violations) occur occupationally, environmentally, and as the result of the sale of consumer products and services. In occupational settings, the type of work that is done during which the above-referenced exposures occur is the handling of, and contact with, Cords, including during the manufacture, installation, maintenance, handling and/or use of electrical equipment to which these Cords are attached. As described above, the exposures that are the subject of this notice occur via the dermal absorption, inhalation, ingestion and subcutaneous routes. These violations have occurred every day since at least April 1, 2004 and will continue every day until reasonable warnings are given to those people exposed. Environmental exposure violations occur in every county of the State and occur both on and off the property of the aforementioned private businesses.

Cordially,

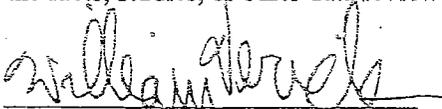


William Verick

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 1, 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.

---

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 April 1, 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 April 1, 2005, at Eureka, California.

  
\_\_\_\_\_  
ALISON NICHOLS

## PRODUCT LIST

### ATD TOOLS

RHINO TOOLS 25" PORTABLE ANGLE FLORESCENT LIGHT #RHO-9000 Uniform Product Code Number: 663126 090005. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Rhino Tools 25" Portable Angle Florescent Light.

### E.S.I. CASES & ACCESSORIES, INC.

WIRELESS GEAR DELUXE HANDS FREE WITH VOLUME CONTROL MODEL PR951 Uniform Product Code Number: 680988 180033. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Wireless Gear Deluxe Hands Free with Volume Control.

### KMART

1ST AUTO DC TO DC ADAPTOR #0-824026-116 Uniform Product Code Number: 072000 796283. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the 1st Auto Dc to Dc Adaptor.

1ST AUTO 4 IN ONE ADAPTOR #0-824015-119 Uniform Product Code Number: 072000 79627. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the 1st Auto 4 in One Adaptor.

### METRA ELECTRONICS CORP

METRA RCA AUDIO CABLES #CK-RCA17 Uniform Product Code Number: 086429 083305. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Metra RCA Audio Cables.

METRA RCA AUDIO #CK-RCA6 UPC: 086429 083299. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Metra RCA Audio Cables.

METRA RCA AUDIO #CK-RCA3 UPC: 086429 083282. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Metra RCA Audio Cables.

### NYKO TECHNOLOGIES, INC.

NYKO POWER CORD REPLACEMENT AC CORD ITEM #80017-H17 Uniform Product Code Number: 743840 800170. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Nyko Power Cord Replacement Ac Cord.

### OPTRONICS PRODUCTS COMPANY, INC., SUBSID OF PROSPECT PARTNERS, LLC

OPTRONICS 12V HANDHELD SPOTLIGHT MODEL QH-100 Uniform Product Code Number: 047286 110108. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Optronics 12v Handheld Spotlight.

### Q INDUSTRIES

SUPERFLOW PORTABLE HIGH-VOLUME AIR COMPRESSOR MODEL HV40 Uniform Product Code Number: 891932 000509. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Superflow Portable High-volume Air Compressor.

### SAFETY 1<sup>ST</sup> AKA DOREL JUVENILE, INC.

SAFE GLOW 2 RECEIVER MONITOR 08039 Uniform Product Code Number: 052181 080395. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Safe Glow 2 Receiver Monitor.

### WINPLUS NORTH AMERICA, INC

TOURING ITEMS TYPE S DASH MOOD LIGHT SET #10416 Uniform Product Code Number: 643334 104169. This product description pertains not only to the specific model of the product listed, but for all units of all models of the same brand of the Touring Items Type S Dash Mood Light Set.

EXHIBIT B  
(Address For Notice Under Consent Judgment)

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Kmart Corporation  
Attn: General Counsel  
3333 Beverly Road  
Hoffman Estates, IL 60179

Tel: 847.286.2400  
Fax: 847.286.0266

Tel:  
Fax:

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

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4 A. Brand Names

5 B. Product Types  
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EXHIBIT D

(Exemplar of Optional Testing Protocol)

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

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

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

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

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

14 Step 6. Compute the arithmetic mean from the three samples.  
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EXHIBIT E  
(Infrequently Handled Products)

1	208- and 220-volt appliances (unless appliance is portable)
2	AC Adapters for foreign outlets and other voltage converters
3	Adjustable beds
4	Air Conditioner
5	Air Purifier
6	Amplifier for home stereo systems (including associated power and interconnector cords, but not including interconnector cords for microphones or musical instruments)
7	Answering machine
8	Audio mixer and associated power cords for in-studio, non-portable mixer units
9	Audio or video cable and adapter cords
10	Audio switcher power cords, unless designed to plug into front of audio/video appliance
11	Audio/video equipment and associated power and patch/pin cords (if A/V equipment is (i) not portable, e.g., no handle or carrying case, (ii) is not designed to plug into front of audio/video appliance, and (iii) is otherwise designed for long term installation)
12	Auto power adapters and cord, unless designed to plug into cigarette lighter or similar in-dash power source
13	Automotive wires and cables (installed)
14	Back cushion massager
15	Bathtub bubble mat
16	Bathtub spas
17	Battery Connection Cords (internal)
18	Battery charger units (except those used for automobiles)
19	Beard Trimmer (cordless models only)
20	Blender (not including hand-held models)
21	Bread Machine
22	Broadcast Equipment, and associated power and interconnector cords (if designed for in-studio or other non-portable installation)
23	Building wire (installed)
24	Calculator
25	Caller ID Unit
26	Can Opener
27	Carafes/Decanters, if cord attaches to separate base unit
28	Carbon Monoxide Detectors
29	Cash Registers
30	CATV Receiver Power Cords
31	CB radio/antenna cords (not handsets)
32	CD Player/changer (non-portable units only)
33	CD/DVD Home Theater Systems
34	Cielo Bath
35	Circuit Cable
36	Clock
37	Coffee Maker
38	Color Imaging System Power Cord & Cable (non-portable and not for use with portable computer system)
39	Combo Wash/Dryer

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

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

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

1	169	Roaster Oven
2	170	Rope Lights (other than holiday string lights) if designed for permanent/long term installation
3	171	Satellite dish
4	172	Scales
5	173	Scanner antenna
6	174	Shavers - Cordless w/Corded Recharger Base only
7	175	Sink Top Switch for Disposer or Hot Water Dispenser (air activated switch mounted to sink or countertop, designed for permanent/long term installation)
8	176	Smoke detector (internal wires or if designed for permanent/long term installation)
9	177	Speaker wire (designed for use with components designed for long term/permanent installation; speaker wire associated with portable equipment with attached handle or carrying case not excluded)
10	178	Stapler
11	179	Steam cooker
12	180	Stereo and audio power/patch/pin cords (for use with non-portable components and except where designed to plug into front of system)
13	181	Surge protector
14	182	Telecom Data Cable (installed)
15	183	Telecom Power Cable (installed)
16	184	Tele-Homecare System (power cords)
17	185	Telephone power and data cord (phone to wall cords only)
18	186	Television (except small mobile models with attached/built in handle or carrying case)
19	187	Television Antenna
20	188	Television distribution system/swapper
21	189	Television Monitor (including computer monitors except small mobile models with attached/built in handle or carrying case)
22	190	Television peripheral cords (unless designed for use with devices that plug into the front of the set)
23	191	Thermostat Cable
24	192	Toaster
25	193	Toaster Oven
26	194	Towel Warmer
27	195	Transcriber and foot pedal and associated power and interconnecting cords
28	196	Underground Low-Energy Cable (exclusion applies to consumer uses only)
	197	Vanity/lighted makeup mirror
	198	VCR (unless portable with attached handle or carrying case)
	199	Video mixer and switcher (if component of desktop system with no separate mice)
	200	Video printer power cords/connecting cables (unless used with laptop)
	201	Warming drawer
	202	Washer/Dryer
	203	Water distiller
	204	Water filter units designed for permanent/long term installation
	205	Water heater designed for permanent/long term installation
	206	Water jet - Dental
	207	Waxers - hair removal (corded base unit only)
	208	Wine cellars
	209	Diesel Locomotive and Motor Cable

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210	Ignition Cable for Gas Tube Signage
211	Hook-Up Wire (intended for permanent or long-term installation)
212	Telephone Switching Station Cable
213	Loop Detector Wire Used in Traffic Counting
214	Utility Cable and Wire (Power and Communications)
215	Signal Cable
216	Power/Control/Instrumentation/Signal Cable Utility Cable and Wire (Power and Communications)

EXHIBIT F  
(Examples of Products For Which Warnings May Be Given In Owner's Manual)

1	Patch/pin cords, and cables, adapter cord, coaxial cable, A/V cord, S-VHS cord (when sold concurrently with equipment that also appears on this list)
2	AC adaptor cords (when sold concurrently with equipment that also appears on this list)
3	Air Pumps
4	Power and patch cords for professional/commercial audio/video equipment used in field (when sold concurrently with the equipment)
5	Interconnection or patchcables for portable audio/video/computer components or peripheral devices (when sold concurrently with equipment that also appears on this list)
6	Power adapters and cord for use with automotive cigarette lighter or similar power outlet (when sold concurrently with equipment that also appears on this list)
7	Power and interconnector cords for broadcast equipment used in field (when sold concurrently with the broadcast equipment)
8	Coffee warmer/urn (party-size)
9	Adapter and power cords for laptop and desktop computers/peripherals (when sold concurrently with computer or peripheral device)
10	Computer Joystick (owner's manual warning authorized only where reference to the owners manual is necessary to program or install software for use; alternatively, warning that otherwise would be placed in owner's manual must appear as part of on-screen programming/installation instructions)
11	Computer Mouse (when sold concurrently with equipment that also appears on this list)
12	Digital camera cords and cables (when sold concurrently with digital camera)
13	Portable DVD Player (e.g., with handles/carrying case)
14	Power and adaptor cords for portable electronic musical instruments and keyboards (when sold concurrently with the electronic musical instrument or keyboard)
15	Foot Massagers (wet)
16	Laptop Computer
17	Sandwich Maker
18	Telephone handset cord (handset-to-phone portion only where sold concurrently with telephone with programmable features)
19	Thermoelectric coolers
20	Travel Steamer
21	Vacuum cleaner, deep cleaner/extractor and/or carpet shampoo machine (both regular or retractable cord models)
22	Vaporizer
23	Video Camera power cords, adaptor cords (e.g., AC, auto), charger cords, connecting cables (when sold concurrently with video camera)
24	Video game accessories (owner's manual warning authorized where: i) accessory is sold with another product for which owners manual warnings are allowed; or ii) reference to the owners manual is necessary to program or install software for use). Warning that would otherwise be placed in owner's manual may alternatively be displayed as part of on-screen programming/installation instructions where use of such are necessary for initial product use.

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25	Stand alone video mixer or switcher with non-integrated mouse
26	Portable warming tray
27	Cord of handheld waxers used for hair removal
28	Mobile telephones
29	Camera Cords and cables (only if sold concurrently with camera)
30	Telephones with programmable features