

SETTLEMENT AGREEMENT
AND
FULL RELEASE

THIS SETTLEMENT AGREEMENT and full release of any and all claims is by and between Graham & Martin, LLP and the Consumer Defense Group Action (collectively “CDG”) and Muratec America, Inc. (“Muratec”), including all parents, subsidiaries, successors, assigns or related entities thereof.

WHEREAS, on or about May 24, 2005, CDG served a 60 Day Notice of Intent to Sue Muratec (“Notice”) under California’s Safe Drinking Water & Toxic Enforcement Act of 1986, as amended (“Proposition 65”). A copy of the Notice is attached as Exhibit “A” and fully incorporated and made part of this Agreement by reference;

WHEREAS, in the Notice, CDG claimed that Muratec was in violation of Proposition 65 § 25249.6 for failure to provide clear and reasonable warnings of exposures to listed chemicals;

WHEREAS, Muratec initiated investigations of its products following receipt of the Notice and determined that it believed no violation of Proposition 65 existed;

WHEREAS, CDG and Muratec have engaged in settlement discussions in an attempt to resolve all claims of violations that CDG has or may have in the future against Muratec;

WHEREAS, following settlement discussions, CDG and Muratec have reached an agreement that fully and finally compromises, settles and forever discharges any and all claims against Muratec by CDG in any way related to the Notice or Proposition 65 or that could have in any way been asserted based on the Notice.

NOW, THEREFORE, CDG and Muratec, for good and valuable consideration, the receipt of which is hereby acknowledged, agree and acknowledge as follows:

1. Withdrawal of Notice. Within ten (10) days of execution of this Agreement, CDG will fully and completely withdraw the Notice by sending notice of same to the Office of the California Attorney General.

2. Payment to CDG. Within seven (7) days of execution of this agreement, Muratec will pay CDG Twenty Thousand Dollars (\$20,000) to defray its attorneys fees and costs relating to its investigation of this matter.

3. Withdrawal of Customer Notices. Attached as Exhibit "B" and incorporated herein by reference is a list of all of Muratec's customers to whom CDG sent a Sixty Day Notice of Intent To Sue under Proposition 65 related in any way to the Notice. By entering into this agreement, CDG certifies that Exhibit "B" is complete, true and correct, and includes each and every Muratec customer that received Proposition 65 notices.

Within thirty (30) days after the effective date of this Agreement, CDG will withdraw all Sixty Day Notices of Intent To Sue under Proposition 65 sent to Muratec's customers as to Muratec products, all of which are identified on Exhibit "B." The withdrawal will be by means of a letter, the content of which shall be in the form attached hereto as Exhibit "C." CDG shall copy Muratec on all such letters.

4. Cooperation in Future Litigation. CDG agrees to undertake all reasonable efforts to prevent future Proposition 65 litigation against Muratec, including, without limitation, providing any statements or affidavits reasonably requested by Muratec concerning the Proposition 65 compliance status of Muratec's products, or making statements to the press at Muratec's request confirming Muratec's Proposition 65 compliance.

5. Confidentiality. Except as provided in Paragraph 4 above and Paragraph 6 below, CDG and Muratec agree and promise to keep confidential and to cause their employees, agents, representatives and lawyers to keep confidential, the terms of this Agreement, except to

acknowledge that an agreement has been entered into by CDG and Muratec, and to comply with any relevant State or Federal laws.

6. Release.

Except for such rights and obligations that have been created under this Agreement, CDG, on their own behalf with respect to all matters related to or raised or potentially raised in any way by the Notice, do hereby fully, completely, and finally and forever release, relinquish and discharge: Muratec, its respective officers, directors, shareholders, affiliates, subsidiaries, parent companies, agents, employees, attorneys, successors and assigns of and from any and all claims, actions, causes of action, demands, rights, debts, agreements, promises, liabilities, notices, damages, accountings, costs and expenses, including attorney fees, whether known or unknown, suspected or unsuspected, or of every or any nature whatsoever, which CDG has or may have against Muratec, arising directly or indirectly out of any fact or circumstance occurring from the beginning of time until the end of the world relating in any way to alleged violations of Proposition 65 (“Released Claims”). The Released Claims include any and all allegations made, or that could have been made, by CDG and/or the general public and/or any other entity with respect to the chemicals and products identified in the Notice, including claims under the Unfair Competition Act (Cal. Bus. and Prof. Code §17200, et seq.).

7. The Effect of Release. The Release is a full and final release with respect to all claims regarding or relating in any way to the Notice including, but not limited to:

(a) Claims for any violation of Proposition 65 by Muratec including, without limitation, claims arising from consumer product, environmental and occupational exposures to the noticed chemicals from operation of the noticed to products, wherever occurring and to whomever occurring, from the beginning of the world until the end of time; and

(b) Claims for violations of the Unfair Competition Act (Cal. Bus. and Prof. Code §17200, et seq.) arising from the foregoing circumstances, including but not limited injunctive relief and/or monetary relief.

8. Intent of the Parties. It is the intention of the parties to this Agreement that, upon the effective date of this Agreement, this relief shall be effective as a full and final accord and satisfaction and release of each and every released claim. In furtherance of this intention, CDG acknowledges that they are 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 expect 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.”

CDG hereby waives and relinquishes all of the rights and benefits that CDG has or may have under California Civil Code § 1542 (as well as any similar rights and benefits which CDG may have by virtue of any statute or rule of law in any other state or territory of the United States). CDG hereby acknowledges that they may hereinafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement and Released Claims, but notwithstanding the foregoing, it is CDG’s intention hereby to fully, finally, completely and forever settle and release every and all Released Claims, and that in furtherance of such intention, the releases 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.

9. CDG’s Representations. CDG hereby represents and warrants to Muratec that it has not previously assigned any released claim, and it has the right, ability and power to release fully and completely each and every released claim.

10. No Reliance. No party, nor any officer, agent, employee, representative, insurer, lender or attorney of or for any party to this Agreement, has made any statement or representation to any other party, or any other party's officers, general or limited partners, agents, employees, representatives or attorneys, regarding any fact relied on in entering into this Agreement and each party does not rely on any statement, representation or promise of any other party or of any officer, general or limited partner, agent, employee, representative, insurer, lender or attorney for the other party, in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

11. Independent Investigations. Each party to this Agreement has made such investigation of the facts pertaining to the settlement in this Agreement and to all the matters pertaining to this Agreement as it deems necessary.

12. Authority to Enter Agreement. The parties, and each of them, represent and warrant that they have the full right, power and authority to bind themselves or any other entity on their behalf of which or for which they will be executing this Agreement in a representative capacity, to all of the terms of this Agreement and, no consent of any other person is required as a condition to being bound by this Agreement, or such consent has been obtained.

13. Representation of Counsel. Each party to this Agreement acknowledges that it has been represented by and has had the benefit of independent counsel of its own choosing to advise it with respect to the effect of executing this Agreement, and each of its terms and provisions, including, but not limited to, the meaning and operation of California Civil Code Section 1542, and each acknowledges that it entered into this Agreement of its own free will and without coercion.

14. Interpretation. Any rule of law, including but not limited to California Civil Code Section 1654, which could require interpretation of any ambiguities against the drafter of this Agreement, is inapplicable and is hereby waived. This Agreement shall be deemed to be drafted

by each of the parties. No provision of this Agreement shall be interpreted for or against any party because that party or its attorney drafted that provision.

15. Jurisdiction and Applicable Law. This Settlement Agreement shall in all respects be governed by the laws of the State of California.

16. Complete Agreement. This Settlement Agreement represents the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior agreements or other discussions of the parties in connection with this matter. Each party explicitly represents that it has entered into this Agreement solely in reliance on its own separate evaluation of the matters covered herein and not upon any information provided or which may not have been provided by any other party respecting such matters.

17. Amendment. This Settlement Agreement may not be amended, modified or changed, except pursuant to a written agreement signed by all parties. No purported oral modification, amendment or change shall have any effect.

18. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and such invalidity or unenforceability will not affect the other provisions of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one instrument binding upon all parties. Each party may execute a separate signature page that may be appended to a single original of this Settlement Agreement.

20. Effective Date. The effective date of this Agreement shall be three (3) days after delivery of a copy of the fully executed Agreement to each and every party hereto.

21. Notices. A copy of all notices, submissions, withdrawals or other correspondence (“Notices”) required under this Agreement must be sent by certified mail, return receipt requested, to:

Notices to Muratec:

Yutaka Moriwaki
President
Muratec America, Inc.
3301 E. Plano Parkway, Suite 100
Plano, Texas 75074

And

Stuart Lubitz, Esq.
Hogan & Hartson L.L.P.
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

Notices to CDG:

Anthony G. Graham
Graham & Martin LLP
950 South Coast Drive, Ste. 220
Costa Mesa, CA 92626

22. Past Attorney Fees and Costs. Each party to this Agreement shall bear its own costs and attorneys fees with respect to all disputes of any kind currently pending between the parties to this Agreement.

23. Future Attorney Fees and Costs. If, after the date this Agreement is executed, a dispute arises concerning the terms of this Agreement, its existence, its termination, or its enforcement, the prevailing party in said dispute shall be entitled to payment of its attorney fees and costs incurred in connection with said dispute; said payment to be made by the non-prevailing party in said dispute. Further, any person released under the terms of this Agreement shall be entitled to payment of all fees and costs incurred in connection with any future dispute,

where said dispute was initiated or contributed to by the releaser; said payment to be made by the releaser.

24. Arbitration. Any dispute concerning the terms of this Agreement, its existence, its termination, or its enforcement, and/or any other future dispute between any releaser and any releasee identified or described in this Agreement, shall be resolved by binding arbitration, in California, before a three arbitrator panel of the American Arbitration Association. The attorney fees and costs provisions set forth in paragraph 23, above, shall be fully applicable to such arbitration.

IN WITNESS WHEREOF, the parties have executed this Agreement effective for all purposes as of the effective date.

John L. Witten
Witness: Deloris S. Witten

Date: July 26, 2006

Witness:

Date: July ____, 2006

Witness:

Date: July ____, 2006

MURATEC AMERICA, INC.
By: Yutaka Moriwaki
Name: Yutaka Moriwaki
Title: President

CONSUMER DEFENSE GROUP ACTION
By: _____
Name: Brian Fagan
Title: President

GRAHAM & MARTIN, LLP
By: _____
Name: Anthony G. Graham
Title: Counsel for Consumer Defense Group

where said dispute was initiated or contributed to by the releaser; said payment to be made by the releaser.

24. Arbitration. Any dispute concerning the terms of this Agreement, its existence, its termination, or its enforcement, and/or any other future dispute between any releaser and any releasee identified or described in this Agreement, shall be resolved by binding arbitration, in California, before a three arbitrator panel of the American Arbitration Association. The attorney fees and costs provisions set forth in paragraph 23, above, shall be fully applicable to such arbitration.

IN WITNESS WHEREOF, the parties have executed this Agreement effective for all purposes as of the effective date.

MURATEC AMERICA, INC.

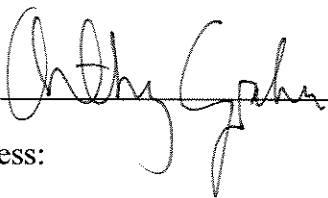
By: _____

Name: Yutaka Moriwaki

Title: President

Witness:

Date: July ____, 2006

Witness: 

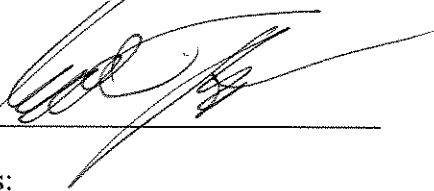
CONSUMER DEFENSE GROUP ACTION

By:  _____

Name: Brian Fagan

Title: President

Date: July 25, 2006

Witness: 

GRAHAM & MARTIN, LLP

By:  _____

Name: Anthony G. Graham

Title: Counsel for Consumer Defense Group

Date: July 25, 2006

EXHIBIT A

CONSUMER DEFENSE GROUP ACTION

GRAHAM & MARTIN, LLP
950 South Coast Drive, Suite 220
Costa Mesa, CA 92626
Telephone: (714) 850-9390
Facsimile: (714) 850-9392

60 Day Notice of Intent to Sue Muratec America, Inc. and All of Its Operating Affiliates Under Health & Safety Code Sections 25249.6

Consumer Defense Group Action, a California corporation (hereinafter "CDG" or the "Noticing Party") hereby gives Notice of Intent to Sue Under Health & Safety Code Section 25249.5, *et seq* (the "Notice") to Hideki Mori, the President and CEO of Muratec America, Inc. and all of its operating affiliates (hereinafter referred to collectively as "MURATEC"), as well as the governmental entities on the attached proof of service. The Noticing Party must be contacted through its counsel, Anthony G. Graham, of the law firm of Graham & Martin, LLP, at the above address and phone number.

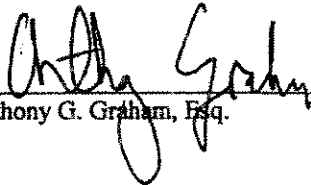
This Notice is intended to inform MURATEC that it is in violation of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act (commencing with Health & Safety Code Section 25249.5) (hereinafter "Proposition 65"), specifically Section 25249.6. Proposition 65 states that when a party, such as MURATEC, an entity with more than ten employees, has been or is knowingly and intentionally exposing its customers and users of its products to a detectable level of any chemical designated by the State of California to cause cancer or reproductive toxicity (the "Designated Chemicals"), it has violated the statute unless, prior to such exposure, it provides clear and reasonable warning of the exposure to the potentially exposed persons (Health & Safety Code § 25249.6). MURATEC manufactures, distributes, sells and markets copiers and printers, and the re-fill toners for these copiers and printers ("the Consumer Products") in California through retail outlets and through its internet website (www.muratec.com), which when operated or used emit detectable levels of Designated Chemicals. The Consumer Products relevant to this Notice are identified on Exhibit A hereto. MURATEC however has not placed on the any of the Consumer Products, its packaging or marketing materials, nor anywhere on its internet website a clear and reasonable warning that use of any such Consumer Products will expose the user to a Designated Chemical. MURATEC is therefore violating Health & Safety Code Section 25249.6.

In the ordinary course of its business, MURATEC manufactures, distributes and offers for sale, both through retail outlets and through its internet website (www.muratec.com) in California the copiers, printers and toners identified on Exhibit A hereto. It has been doing so for at least one year prior to the date of this Notice. These copiers, printers and toners, when used to print or create copies of documents, emit vapors, gases and particles containing Designated Chemicals. Each of the Consumer Products identified on Exhibit A hereto emit, when in operation or use, the following Designated Chemicals: benzene, a chemical known to the State of California to cause cancer and reproductive toxicity; styrene oxide, a chemical known to the State of California to cause cancer; carbon black (airborne, unbound particles of respirable size), a chemical known to the State of California to cause cancer; ethylbenzene, a chemical known to the State of California to cause cancer; naphthalene, a chemical known to the State of California to cause cancer; toluene, a chemical known to the State of California to cause reproductive toxicity; and, 1,1,2,2, tetrachlorethane, a chemical known to the State of California to cause cancer. Persons using the products identified on Exhibit A will be exposed to these Designated Chemicals primarily by inhalation. None of the products identified on Exhibit A hereto have a clear and reasonable warning, as required under Proposition 65, informing persons either purchasing or using the products that use of such products will result in exposures to the identified Designated Chemicals.

Proposition 65 requires that notice and intent to sue be given to MURATEC sixty days before a suit is filed. With this letter, CDG gives notice of the alleged violations to MURATEC and the appropriate governmental authorities. This notice covers all violations of Proposition 65 that are currently known to CDG from information now available to it. CDG reserves the right to amend this Notice to inform MURATEC of other violations and/or exposures as it gathers further information. With the copy of this amended notice submitted to MURATEC, a copy is provided of "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary."

Dated: May 24, 2005

By:



Anthony G. Graham, Esq.

MURATEC AMERICA, INC.

Corporate Office:

Muratec America, Inc.
3301 East Plano Parkway, Suite 100
Plano, Texas
75074
CEO/President Hideki Mori

COPIER/PRINTERS

F100; F120; F150; F160; F70; F72; F73; F76; F86; F95; F95E; F98

MF2530; MF2830; MF1700; MF1600; MF1300; MF1200; MF1330

MX2000

PF100

ALL MURATEC REPLACEMENT TONER/INK CARTRIDGES

CERTIFICATE OF MERIT
Health and Safety Code Section 25249.7(d)

I, Anthony G. Graham, hereby declare:

1. 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.

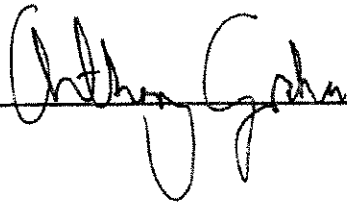
2. I am member of the State Bar of California, a partner of the law firm of Graham & Martin, LLP, and attorney for noticing party Consumer Defense Group Action.

3. 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 alleged exposures to the listed chemicals that are the subject of the action.

4. 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.

5. 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 persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Costa Mesa, California on May 23, 2005.



A handwritten signature in black ink, appearing to read "Anthony G. Cohen", is written over a solid horizontal line.

CERTIFICATE OF SERVICE

I am over the age of 18 and not a party to this case. I am a resident of or employed in the county where the mailing occurred. My business address is 950 South Coast Drive, Suite 220, Costa Mesa, California 92626.

I SERVED THE FOLLOWING:

- 1.) 60-Day Notice of Intent to Sue Under Health & Safety Code Section 24249.6;
- 2.) The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary (only sent to violators);
- 3.) Certificate of Merit (supporting papers sent to Attorney General only)

by enclosing a true copy of the same in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid:

Date of Mailing: May 24, 2005
Place of Mailing: Costa Mesa, California

NAME AND ADDRESS OF EACH PERSON TO WHOM DOCUMENTS WERE MAILED:

Muratec America, Inc. 3301 East Plano Parkway, Suite 100 Plano, Texas 75074 CEO/President Hideki Mori	California Attorney General (Proposition 65 Enforcement Division) 1515 Clay Street, 20th Floor Oakland, CA
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And all entities on the attachment hereto

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 24, 2005



ATTACHMENT TO PROOF OF SERVICE

San Diego City Attorney
1200 3rd Ave. Ste. 1620
San Diego, CA 92101

San Diego County District Attorney
330 Broadway
San Diego, CA 92101

Los Angeles City Attorney
200 N. Main St. N.E.
Los Angeles, CA 90012

Los Angeles County DA
210 W. Temple Street, 18th Floor
Los Angeles, CA 90012

San Francisco City Attorney
1390 Market Street
San Francisco, CA 94102

San Francisco County DA
880 Bryant Street
San Francisco, CA 94103

Riverside County DA
4075 Main St., 1st Fl.
Riverside, CA 92501

San Bernardino County DA
316 N. Mountain View Av.
San Bernardino, CA 92415

Sacramento County DA
P.O. Box 749
Sacramento, CA 95812

Orange County District Attorney
700 Civic Center Dr. W., 2nd Fl.
Santa Ana, CA 92701

San Jose City Attorney
151 W. Mission St.
San Jose, CA 95110

Santa Clara County DA
2645 Zanker Road
San Jose, CA 95134

Humboldt County DA
825 5th Street
Eureka, CA 95501

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

San Mateo District Attorney
1050 Mission Road
South San Francisco, CA 94080

Marin County DA
3501 Civic Center Dr. #130
San Rafael, CA 94903

Sonoma County DA
600 Administrative Dr.
Santa Rosa, CA 95403

Contra Costa County DA
727 Court Street
Martinez, CA 94553

Yolo County D A
301 2nd Street
Woodland, CA 95695

District Attorney
1430 Freedom Blvd.
Watsonville, CA 95076

El Dorado County DA
1360 Johnson Blvd. #105
South Lake Tahoe, CA 96150

Ventura County DA
800 South Victoria Avenue
Ventura, CA 95695

Napa County DA
931 Parkway Mall
Napa, CA 94559

Inyo County DA
386 W. Line Street
Bishop, CA 93514

Lake County DA
255 N. Forbes St.
Lakeport, CA 95453

Stanislaus County DA
300 Starr Avenue
Turlock, CA 95380

District Attorney
14227 Road 28
Madera, CA 93638

Sutter County DA
446 Second Street
Yuba City, CA 95991

Mariposa County DA
P.O. Box 748
Mariposa, CA 95338

Nevada County DA
201 Church Street, Suite 8
Nevada City, CA 95959

San Luis Obispo County DA
1050 Monterey Street, Rm. 450
San Luis Obispo, CA 93408

Merced County DA
445 I Street
Los Banos CA 93635

Mendocino County DA
204 S Court Street
Alturas CA 96101

Kern County DA
2100 College Avenue
Bakersfield, CA 93305

San Joaquin DA
225 W. Elm Street #C
Lodi, CA 95240

Mendocino County DA
700 S. Franklin St.
Fort Bragg, CA 94537

Butte County DA
25 County Center Drive
Oroville, CA 95695

Orange County District Attorney
700 Civic Center Dr. W., 2nd Fl.
Santa Ana, CA 92701

Solano County DA
321 Tuolomne Street
Valejo, CA 94590

Santa Cruz County DA
701 Ocean Street
Santa Cruz, CA 95061

Alameda County DA
1225 Fallon Street
Oakland, CA 94612

Del Norte County DA
450 H Street
Crescent City, CA 95531

Santa Clara DA
2645 Zanker Rd
San Jose CA 95134

Solano County DA
321 Tuolumne St
Vallejo CA 94590

Glenn County DA
540 W Sycamore St
Willows CA 95988

Siskyou County DA
P.O. Box 986
Yreka, CA 96097

Kings County DA
1400 W Lacey Blvd
Hanford CA 93230

Tulare County DA
425 E. Kern
Tulare, CA 93274

Riverside DA
82675 US Hwy 111 FL4
Indio CA 92201

Inyo County DA
PO Drawer D
Independence, CA 93526

Santa Rosa D.A.
111 N Pythian Rd
Santa Rosa CA 95409

Mono County DA
P.O. Box 617
Bridgeport, CA 93517

Monterey County DA
240 Church St.
Salinas, CA 93902

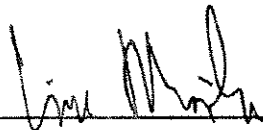
Santa Barbara County DA
1105 Santa Barbara St.
Santa Barbara, CA 93101

Placer County DA
11562 B Avenue
Auburn, CA 95603

Fresno County DA
2220 Tulare Street, #1000
Fresno, CA 93721

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 24, 2005



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EXHIBIT B

EXHIBIT B

1. FRY'S
2. OFFICE DEPOT
3. OFFICE MAX
4. BEST BUY
5. COMP USA
6. STAPLES
7. COSTCO

EXHIBIT C

California Attorney General
Prop 54 Enforcement
1515 Clay Street, 20th Floor
Oakland, CA 94612

RE: Withdrawal of 60 Day Notice of Intent to Sue Under California's Safe Drinking
Water & Toxic Enforcement Act of 1986, As Amended ("Proposition 65")

Dear sir:

We write to withdraw the 60 Day Notice of Intent to Sue we sent to you under California's Safe Drinking Water & Toxic Enforcement Act of 1986, as amended ("Proposition 65"), dated _____ and concerning products manufactured by _____ ("Muratec"). Following extensive investigations, we have determined that Muratec is in compliance with Proposition 65 and therefore, no legal action is contemplated and the Notice is no longer necessary.

Very truly yours,

Anthony Graham, Esquire