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7 Counsel for Plaintiff Consumer Advocacy Group, Inc.

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 **CONSUMER ADVOCACY GROUP, INC.,**

12
13 Plaintiff,

14 v.

15 **GREEN LIGHT COMPANY, et al.,**

16
17 Defendants.

CASE No. BC-433193

[PROPOSED] CONSENT JUDGMENT

(Health and Safety Code § 25249 et seq.)

18
19
20 **1. INTRODUCTION**

21 **1.1 Plaintiff:** The Plaintiff is Consumer Advocacy Group, Inc. (“CAG” or
22 “Plaintiff”), a non-profit foundation. CAG is dedicated to, among other causes, protecting the
23 environment, improving human health, and supporting environmentally sound practices.

24 **1.2 Defendants:** The Defendants are Green Light Company, (“Green Light”); and
25 Rainbow Technology Corporation (“Rainbow”).

26 **1.3 The Parties:** Plaintiff and Defendants are sometimes referred to herein in the
27 singular as a “Party” and collectively as the “Parties.”
28

[PROPOSED] CONSENT JUDGMENT

1 **1.4 The Action:** This action (“Action”) is brought under Proposition 65, the popular
2 name for California’s Safe Drinking Water and Toxic Enforcement Act of 1986, *Cal. Health and*
3 *Safety Code* Section 25249.5 *et seq.* (sometimes referred to as “the Act”). Plaintiff proceeds
4 under Section 25249.7(d) as a “person in the public interest.” Solely for purposes of this Consent
5 Judgment, the Parties stipulate that Plaintiff’s Notices of Intent to Sue, listed at **Exhibit A** to this
6 Consent Judgment and attached at Tabs 1-3 thereto (“Plaintiff’s Notices”) were served upon
7 Defendants and public prosecutors, including the Attorney General and all district attorneys and
8 city attorneys authorized to prosecute an action to enforce the Act, accompanied by certificates of
9 merit, in compliance with Section 25249.7(d)(1) of the Act. Plaintiff is allowed to proceed
10 pursuant to Section 25249.7(d)(2), because none of those public prosecutors commenced an
11 action pursuant to Plaintiff’s Notices.

12 **1.5 The Complaint:** On March 5, 2010, Plaintiff filed a complaint against
13 Defendants in the Superior Court for the City and County of Los Angeles (“Complaint”) alleging
14 that Defendants violated Proposition 65 by exposing individuals in California to one or more of
15 the chemicals known as di-*n*-propyl isocinchomeronate and Myclobutanil (the “Covered
16 Chemicals”), which have been designated under the Act as “known to the State of California to
17 cause cancer or reproductive toxicity” within the meaning of Section 25249.8(b), without
18 providing Proposition 65 warnings to such individuals, as alleged to be required under Section
19 25249.6. According to the Complaint, the alleged exposures to the Covered Chemicals occur
20 when individuals in California use or apply certain home and garden products that are
21 manufactured, packaged, distributed, marketed and/or sold by Defendants for use in California.
22 These products are identified with specificity in Plaintiff’s Notices and the Complaint, and such
23 products, as identified in Plaintiff’s Notices, are referred to collectively herein as the “Covered
24 Products.”

25 **1.6 Jurisdiction:** Solely for purposes of this Consent Judgment, the Parties stipulate
26 that the Court has personal jurisdiction over Defendants as to the acts alleged in the Action; that
27 venue is proper in the City and County of Los Angeles; that the claims in the Action present a live
28 controversy as to the application of Proposition 65 to the Covered Products and the Covered

1 Chemicals therein; that this Court has jurisdiction to enter this Consent Judgment as a resolution
2 of all claims alleged in the Action; and that the Court shall retain jurisdiction to implement the
3 Consent Judgment.

4 **1.7 The Standard for Determining Whether Proposition 65 Warnings Are**
5 **Required:** Section 25249.6 of Proposition 65 provides that “[n]o person in the course of
6 business shall knowingly and intentionally expose any individual to a chemical known to the state
7 to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such
8 individual, except as provided in Section 25429.10.” Section 25249.10(c), under the heading
9 “Exemptions from Warning Requirement,” provides that Section 25249.6 “shall not apply” to an
10 “exposure for which the person responsible can show that the exposure poses no significant risk
11 assuming lifetime exposure at the level in question for substances known to the state to cause
12 cancer, and that the exposure will have no observable effect assuming exposure at one thousand
13 (1000) times the level in question for substances known to the state to cause reproductive toxicity,
14 based on evidence and standards of comparable scientific validity to the evidence and standards
15 which form the scientific basis for the listing of such chemical In any action brought to
16 enforce Section 25249.6, the burden of showing that an exposure meets the criteria of this
17 subdivision shall be on the defendant.” Proposition 65 thus makes it unlawful for a person
18 subject to the Act to expose an individual in California to a Proposition 65-listed chemical
19 without first providing a Proposition 65 warning unless an exemption to this requirement applies.
20 Where the defendant asserts an exemption because the alleged exposure is beneath the level that
21 would require a warning, the burden of proof is on the defendant to establish that the exemption
22 applies.

23 **1.8 Settlement.** Plaintiff’s Notices were issued to Green Light on June 11 and
24 November 26, 2008 and to Rainbow on July 3, 2008. The Parties have engaged in informal
25 discovery and settlement negotiations since that time. As a result of this exchange of information,
26 the Parties agree on some aspects of the allegations, but disagree as to several other aspects, and
27 thus disagree as to whether Defendants have violated Proposition 65. Specifically, the Parties
28 agree that each of the Covered Products contains one of the Covered Chemicals, and that none of

1 the Defendants has distributed Proposition 65 warnings with respect to the Covered Products.
2 The Defendants dispute, however, that the manufacture, packaging, distribution, marketing, sale
3 or use of the Covered Products results in the exposure of individuals in California (or elsewhere)
4 to the Covered Chemicals in amounts, if any, that would require a warning under Proposition 65.
5 Defendants also assert other affirmative defenses. In support of their assertions, Defendants,
6 through their counsel, have presented scientific evidence to demonstrate that any exposure to the
7 Covered Chemicals that results from any reasonably anticipated use of the Covered Products, in
8 the words of Section 25249.10(c), “poses no significant risk assuming lifetime exposure at the
9 level in question for substances known to the state to cause cancer, and that the exposure will
10 have no observable effect assuming exposure at one thousand (1000) times the level in question
11 for substances known to the state to cause reproductive toxicity, based on evidence and standards
12 of comparable scientific validity to the evidence and standards which form the scientific basis for
13 the listing of such chemical” Plaintiff disputes Defendants’ assertions. In support of its
14 position, Plaintiff has presented evidence to dispute Defendants’ evidence with respect to some of
15 the Covered Chemicals and Covered Products, and asserts that this evidence also demonstrates
16 that Defendants’ evidence with respect to all of the Covered Chemicals and Covered Products
17 does not satisfy Defendant’s burden under Section 25249.6. Therefore, in order to avoid
18 prolonged litigation and the waste of private and judicial resources that would arise from
19 prosecuting, defending, and adjudicating the issues on which the Plaintiff and Defendants
20 disagree, the Parties have agreed, subject to the approval of the Court, to compromise their
21 disputed claims and defenses, and have entered into a settlement agreement, the terms of which
22 are embodied in this Consent Judgment.

23 **1.9 No Admissions:** Neither the Consent Judgment nor any of its provisions shall be
24 construed as an admission by any Party of any fact, finding, issue of law, or violation of law,
25 including Proposition 65 or any other statute, regulation, or common law requirement related to
26 exposure to the Covered Chemicals or other chemicals listed under Proposition 65 from the
27 Covered Products. By executing this Consent Judgment, and agreeing to provide the relief and
28 remedies specified herein, Defendants do not admit that this Action is not pre-empted by Federal

1 law, or that Defendants have committed any violations of Proposition 65, or any other law or
2 legal duty, and, further, specifically deny that they have committed any such violations. Rather,
3 Defendants maintain that all Covered Products distributed, marketed and/or sold by Defendants in
4 California have at all times been in compliance with Proposition 65. Nothing in this Consent
5 Judgment shall prejudice, waive, or impair any right, remedy, or defense that Plaintiff and
6 Defendants may have in any other or in future legal proceedings unrelated to these proceedings.
7 Defendants reserve all of their rights and defenses with regard to any claim by any person under
8 Proposition 65 or otherwise. Nevertheless, this paragraph shall not diminish or otherwise affect
9 the obligations, responsibilities, waivers, releases, and/or duties provided for under this Consent
10 Judgment.

11
12 **2. INJUNCTIVE RELIEF**

13 **2.1** In the spirit of settlement and compromise, and in order to promote the public
14 interest, Defendants have agreed to limit the distribution and sale of some of the Covered
15 Products and to take certain measures to enhance the safe use of certain other Covered Products
16 by enhancing the directions for their use. The Parties have agreed to these measures with the
17 mutual understanding and expectation that as to such Covered Products, such measures will be
18 effective to reduce and mitigate potential exposure to the Covered Chemicals, to ensure that any
19 exposure to the Covered Chemicals is below the levels described at Section 25249.10(c) of the
20 Act, as recited above. Each Party is only responsible under this Consent Judgment for measures
21 specifically agreed to by that Party below and has no obligation to ensure compliance by any
22 other Party. The injunctive relief to which the parties have agreed in this Consent Judgment is the
23 same as the injunctive relief to which the parties agreed in *Consumer Advocacy Group, Inc. v.*
24 *Wellmark International, Inc., et al.* (Case No. BC392118, Superior Court for Los Angeles) to
25 which the Attorney General of California did not object, and which the Superior Court for the
26 County of Los Angeles imposed by order dated October 8, 2009, for other products similar to the
27 Covered Products at issue in the present case, which contained the same Covered Chemical.

1 2.2 Green Light has agreed to the following measures with respect to the Covered
2 Product described below: *Green Light® Fung Away® Systematic Lawn Fungicide (granules)*:
3 Plaintiff alleged in its Notices to Green Light that the use of this Covered Product results in
4 exposure to the chemical Myclobutanil when this Covered Product is used in California to
5 prevent the growth of fungus on lawns. Subject to paragraphs 2.4 and 2.5 of this Consent
6 Judgment, Green Light has agreed to not to distribute or sell this Covered Product in California
7 after the Effective Date of this Consent Judgment (as defined at paragraph 2.4 below) unless the
8 company (a) changes the precautionary statements on the label for this Covered Product, and for
9 any other Covered Product that contains this Covered Chemical that Green Light may market for
10 use in California, to include the following statement: “Wash thoroughly with soap and water
11 after handling, and before eating, drinking, chewing gum, using tobacco, or using the toilet,” and
12 (b) add the following statement to the use instructions: “Wash hands with soap and water
13 promptly after use,” and “Do not allow people or pets to contact treated areas until dry,” and (c)
14 enhance the use instruction at subparagraph (b) by use of bold print and/or a pictogram at Green
15 Light’s option.

16 2.3. Rainbow has agreed to the following measures with respect to the Covered
17 Product described below: *Rainbow® Jungle Formula Insect Repellent (Product No. 4501)*:
18 Plaintiff alleged in its Notice to Rainbow that the use of this Covered Product results in exposure
19 to the chemical di-*n*-propyl isocinchomeronate when this Covered Product is used on the skin to
20 repel mosquitoes, gnats, biting flies, chiggers, ticks, and other flying insects. Subject to
21 paragraphs 2.4 and 2.5 of this Consent Judgment, Rainbow has agreed to not to distribute or sell
22 this Covered Product in California after the Effective Date of this Consent Judgment (as defined
23 at paragraph 2.4 below) unless the company (a) changes the precautionary statements on the label
24 for this product to include the following statement: “Wash thoroughly with soap and water after
25 handling, and before eating, drinking, chewing gum, using tobacco, or using the toilet,” and (b)
26 adds the following statement to the use instructions: “Wash hands with soap and water promptly
27 after use,” and (c) enhance the use instruction at subparagraph (b) by use of bold print and/or a
28 pictogram, at Defendant’s option.

1 **2.4** In any case where a Defendant has agreed in this Consent Judgment not to
2 distribute or sell a Covered Product in California (unless the Defendant includes a Proposition 65
3 warning or reformulates the Covered Product), the Defendant satisfies this requirement by taking
4 such actions as may be necessary to cease the distribution by the Defendant of that Covered
5 Product to distributors or retailers in California by the 90th day following notice that this Consent
6 Judgment has been approved and become a final order of the Court (“Effective Date”); provided,
7 in no event shall Defendants or any distributors or retailers be deemed in violation of this Consent
8 Judgment or Proposition 65 where Covered Products subject to this Consent Judgment were
9 distributed or sold by Defendants before the Effective Date (even if stocked in shelves, sold to
10 consumers, or otherwise within the chain of distribution after the Effective Date).

11 **2.5** In any case where a Defendant has agreed in this Consent Judgment to include any
12 instructions on the label for a Covered Product, the Parties acknowledge that no changes to the
13 label or labeling for any Covered Products that are the subject of this Consent Judgment can be
14 made except as permitted by certain federal and California agencies in their implementation of
15 state and federal laws, other than Proposition 65, that regulate the manufacture, sale, labeling,
16 distribution and use of these Covered Products, and further that Defendants’ obligations to make
17 changes to the labels for any Covered Products under this Consent Judgment are as follows: (1)
18 within 60 days following notice that this Consent Judgment has been approved and has become a
19 final order of the Court, notifying the applicable federal and California agencies of the proposed
20 change to the use instructions on the label; and (2) within 120 days following the delivery of such
21 notification to the applicable federal and California agencies, include such changed use
22 instructions on the first production run of the label of such Covered Product after the notification
23 of such changed use instructions has been submitted to the applicable federal and California
24 agencies, provided that no Defendant shall be required to re-label or recall any Covered Products
25 in the stream of commerce at the time this Consent Judgment is approved and that no Defendant
26 shall be required to change the use instructions on the label from those approved previously by
27 such federal and California agencies prior to the approval of such change by such agencies, and
28 further provided that no Defendant is required by federal or California state agencies to generate

1 testing data or submit data or reformulate its Covered Product(s) to support its changed use
2 instructions. Under no circumstances shall this Consent Judgment be interpreted to require any
3 Defendant to make any other applications or secure any other approvals from federal or state
4 agencies regarding the labeling (including specifically the use instructions or warnings thereon)
5 for the Covered Products, on any other aspect of their manufacture, distribution, sale or use or to
6 distribute any Covered Product in violation of federal and California labeling requirements as
7 such labeling requirements are interpreted by the applicable federal or California agency.

8
9 **3. MONETARY PAYMENTS**

10 **3.1** In settlement of this matter, Defendants collectively have agreed to make monetary
11 payments to Plaintiff totaling \$50,000 (Fifty Thousand Dollars), as described in paragraphs 3.2
12 and 3.3 below.

13 **3.2 Payment In Lieu of Civil Penalties:** Within thirty (30) days following notice of
14 approval and entry of this Consent Judgment by the Court, Defendants shall pay \$5,000 in the
15 form of a check made payable to Consumer Advocacy Group, Inc. CAG will use the payment for
16 such projects and purposes related to environmental protection, worker health and safety, or
17 reduction of human exposure to hazardous substances (including administrative and litigation
18 costs arising from such projects), as CAG may choose. The check shall be delivered to: Reuben
19 Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills,
20 California 90212.

21 **3.3 Reimbursement of Attorneys Fees and Costs:** Within thirty (30) days following
22 notice of approval and entry of this Consent Judgment, Defendants shall pay \$45,000 in the form
23 of a check made payable to "YEROUSHALMI & ASSOCIATES" as reimbursement for the
24 investigation fees and costs, testing costs, expert witness fees, attorneys fees, and other litigation
25 costs and expenses. The check shall be delivered by overnight delivery to: Reuben Yeroushalmi,
26 Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California
27 90212.

1 **4. WAIVER AND RELEASE OF ALL CLAIMS**

2 **4.1 Waiver And Release of Claims Against Defendants:** As to those matters raised
3 in this Action, the Complaint, or in Plaintiff’s Notices (whether as to Covered Products or as to
4 Covered Chemicals, and without regard to any potential disputes about the adequacy of such
5 Notices), and any related actions, Plaintiff, on behalf of the general public, hereby releases
6 Defendants and waives any claims against Defendants for injunctive relief or damages, penalties,
7 fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses
8 or any other sum incurred or claimed, for any claims under Proposition 65 or any related actions
9 arising from the sale, distribution or use in California of any Covered Products, including all
10 claims that may arise from the acts alleged in the Plaintiff’s Notices or the Complaint.

11 **4.2 Defendants’ Waiver And Release Of Plaintiff:** Defendants hereby release
12 Plaintiff from and waive any claims against Plaintiff for injunctive relief or damages, penalties,
13 fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs,
14 expenses, or any other sum incurred or claimed or which could have been claimed for matters
15 related to the Action.

16 **4.3 Matters Covered By This Consent Judgment/Release of Future Claims:** This
17 Consent Judgment is a full, final, and binding resolution between the Plaintiff, acting on behalf of
18 itself and on behalf of the general public in the public interest pursuant to *Health and Safety Code*
19 *Section 25249.7(d)*, and Defendants, as to all claims arising from Defendants’ alleged failure to
20 provide clear, reasonable, and lawful warnings of exposure to the Covered Chemicals.
21 Compliance with the terms of this Consent Judgment resolves any issue, now and in the future,
22 concerning compliance by Defendants with existing requirements of Proposition 65 to provide
23 clear and reasonable warning about exposure to the Covered Products only.

24 **4.4. Waiver Of Civil Code Section 1542:** This Consent Judgment is intended as a full
25 settlement and compromise of all claims arising out of or relating to Plaintiffs’ Notices and/or the
26 Action regarding the Covered Products, except as set forth herein. No claim is reserved as
27 between the Parties hereto, and each Party expressly waives any and all rights which it may have
28 under the provisions of Section 1542 of the *Civil Code* of the State of California, which provides:

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

7 **4.5.** For purposes of this paragraph 4., the terms "Plaintiff" and "Defendants" are
8 defined as follows. The term "Plaintiff" includes the Plaintiff as defined at paragraph 1.1 above,
9 and also includes its members, subsidiaries, successors, and assigns and its directors, officers,
10 agents, attorneys, representatives, and employees. The term "Defendants" includes the
11 Defendants, as that term is defined in paragraph 1.2 above, their corporate affiliates (including
12 any and all corporate parents and subsidiaries) and the directors, officers, agents, attorneys,
13 representatives, employees, licensors, licensees, heirs, predecessors, or successors in the
14 manufacture, distribution or sale of the Covered Products, and the assigns of any of them, their
15 suppliers, distributors, re-sellers and customers of any Covered Products that contain the Covered
16 Chemicals, and any other customers of such suppliers of the Covered Chemicals, provided that
17 such customers identify themselves to Plaintiff within sixty (60) days following the approval of
18 this Agreement, and agree to include on the label(s) for the Covered Products the use instructions
19 described at paragraph 2.

20 **5. MODIFICATION OF CONSENT JUDGMENT**

21 This Consent Judgment may be modified from time to time by express written agreement
22 of the Parties, with the approval of the Court, or by an order of this Court in accordance with law.

23 **5.1** The Parties recognize in particular that a Defendant or any other person engaged in
24 the manufacture, distribution or sale of a Covered Product may apply to the Office of Health
25 Hazard Assessment for a Safe Use Determination ("SUD") indicating that a Proposition 65
26 warning is not required for any of the Covered Products or a substantially similar product that
27 contains a Covered Chemical. If such a person should obtain such an SUD, then the Settling
28 Defendant shall be entitled to submit evidence to CAG demonstrating that the Covered Product,
or for any other substantially similar product used, manufactured and/or sold by Settling

1 Defendants comes within the scope of the SUD does not require a Proposition 65 warning, or that
2 different injunctive relief under Proposition 65 is appropriate.

3 **5.2** CAG and any Defendant shall have ninety (90) days from the date on which a
4 Defendant submits such evidence to CAG in which to confer and decide concerning whether
5 modify the injunctive relief provisions of this Consent Judgment. If the Parties agree that the
6 Covered Products, or for any other additional products used, manufactured and/or sold by
7 Defendants come within the scope of the SUD, then they shall jointly move the Court for such
8 modification.

9 **5.3** If the Parties are unable to agree, then the Defendant may file a motion with the
10 Court seeking the elimination or modification of the injunctive relief provisions of this Consent
11 Judgment, based on the SUD.

12 **5.4** Subsections 5.1 through 5.3 of this paragraph shall not apply to the monetary relief
13 sections of this Consent Judgment.

14 **5.5** The Attorney General shall be served with notice of any proposed modification to
15 this Consent Judgment at least fifteen (15) days in advance of its consideration by the Court.
16

17 **6. ENFORCEMENT OF CONSENT JUDGMENT**

18 **6.1** The Parties may, by motion or other application before this Court, and upon notice
19 having been given to all Parties in accordance with paragraph 10 below, unless waived, enforce
20 the terms and conditions of this Consent Judgment and seek whatever fines, costs, penalties, or
21 remedies are provided by law. The prevailing party on any such motion or application shall be
22 entitled to recover reasonable attorneys' fees and costs.

23 **6.2** The Parties may enforce the terms and conditions of this Consent Judgment
24 pursuant to paragraph 6.1 only after the complaining party has first given thirty (30) days notice
25 to the Party allegedly failing to comply with the terms and conditions of the Consent Judgment
26 and has attempted, in an open and good faith manner, to resolve such Party's alleged failure to
27 comply.
28

1 **7. GOVERNING LAW**

2 **7.1** The terms of this Consent Judgment shall be governed by, and construed in
3 accordance with, the laws of the State of California.

4 **7.2** The Parties have participated jointly in the preparation of this Consent Judgment
5 and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment
6 was subject to revision and modification by the Parties and has been accepted and approved as to
7 its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing
8 in this Consent Judgment shall not be interpreted against any Party as a result of the manner in
9 which this Consent Judgment was prepared. Each Party to this Consent Judgment agrees that any
10 statute or rule of construction providing that ambiguities are to be resolved against the drafting
11 party should not be employed in the interpretation of this Consent Judgment and, in this regard,
12 the Parties hereby waive the applications of California *Civil Code* Section 1654.
13

14 **8. ENTIRE AGREEMENT**

15 This Consent Judgment constitutes the sole and entire agreement and understanding
16 between the Parties with respect to the subject matter hereof, and any prior discussions,
17 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
18 and therein. There are no warranties, representations, or other agreements between the Parties,
19 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
20 other than those specifically referred to herein, shall be deemed to exist or bind any of the Parties
21 hereto. No supplementation, modification, waiver, or termination of this Consent Judgment shall
22 be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the
23 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the
24 other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing
25 waiver.
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1 **9. NOTICES**

2 All notices or correspondence to be given pursuant to this Consent Judgment shall be in
3 writing and shall be personally delivered or sent by first-class, registered, certified mail, overnight
4 courier, and/or via facsimile transmission (with presentation of facsimile transmission
5 confirmation) addressed to the Parties as follows:

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For Plaintiff: **Yeroushalmi & Associates**
 Attn: Reuben Yeroushalmi
 9100 Wilshire Boulevard, Suite 610E
 Beverly Hills, California 90212

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For Defendants: **McKenna Long & Aldridge LLP**
 Attn: Stanley W. Landfair
 101 California Street, 41st Floor
 San Francisco, California 94111

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The contacts and/or addresses above may be amended by giving notice to all Parties to this
Consent Judgment.

15 **10. COURT APPROVAL**

16 The Court shall either approve or disapprove of this Consent Judgment in its entirety,
17 without alteration, deletion or amendment, unless otherwise so stipulated by the Parties and their
18 counsel. If the Court approves of this Consent Judgment, then the terms of this Consent
19 Judgment are incorporated into the terms of the Court's Order.

20 Plaintiff will prepare and file a motion to approve this Consent Judgment in full, and shall
21 take all reasonable measures to ensure that it is entered without delay. In the event that the Court
22 declines to approve and order entry of the Consent Judgment without any change whatsoever, this
23 Consent Judgment shall become null and void upon the election of either Party and upon written
24 notice to all of the Parties to the Action pursuant to the notice provisions herein (unless the Parties
25 stipulate otherwise, in writing).

26 If the Court enters this Consent Judgment, Plaintiff shall, within ten (10) working days
27 thereafter, electronically provide or otherwise serve a copy of it and the report required pursuant
28 to 11 *Cal. Code Regs.* § 3004 to/on the California Attorney General's Office.

1 **11. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this
4 Consent Judgment.

5
6 **12. COUNTERPARTS/FACSIMILE SIGNING**

7 This Consent Judgment may be executed in one or more counterparts, each of which shall
8 be deemed an original, and all of which, when taken together, shall constitute one and the same
9 document. All signatures need not appear on the same page of the document and signatures of
10 the Parties transmitted by facsimile shall be deemed binding.

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IT IS SO STIPULATED:

Dated: _____

CONSUMER ADVOCACY GROUP, INC.

(Signature)

(Name)

(Title)

Dated: August 1, 2010

GREEN LIGHT COMPANY

Joel Hansen

(Signature)

Joel Hansen

(Name)

president & CEO

(Title)

Dated: _____

RAINBOW TECHNOLOGY CORPORATION

(Signature)

(Name)

(Title)

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IT IS SO STIPULATED:

Dated: 8/3/10

CONSUMER ADVOCACY GROUP, INC.

Lyn H Marcus
(Signature)

Lyn H Marcus
(Name)

President
(Title)

Dated: _____

GREEN LIGHT COMPANY

(Signature)

(Name)

(Title)

Dated: July 29, 2010

RAINBOW TECHNOLOGY CORPORATION

Larry Joe Steeley, Jr.
(Signature)

LARRY JOE STEELEY, JR.
(Name)

V.P. OPERATIONS
(Title)

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APPROVED AS TO FORM:

Dated: _____

REUBEN YEROUSHALMI
COUNSEL FOR PLAINTIFF CONSUMER
ADVOCACY GROUP, INC.

Dated: Aug 2, 2010


STANLEY W. LANDFAIR
COUNSEL FOR DEFENDANTS GREEN LIGHT
COMPANY AND RAINBOW TECHNOLOGY
CORPORATION

IT IS SO ORDERED:

In accordance with the stipulation of Plaintiff and Defendants, the Court hereby incorporates the terms of the Consent Judgment into this Order. If a party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this matter.

Dated: _____

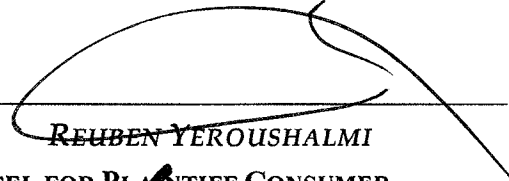
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APPROVED AS TO FORM:

Dated: 8/3/10


REUBEN YEROUSHALMI
COUNSEL FOR PLAINTIFF CONSUMER
ADVOCACY GROUP, INC.

Dated: JULY 30, 2010


STANLEY W. LANDFAIR
COUNSEL FOR DEFENDANTS GREEN LIGHT
COMPANY AND RAINBOW TECHNOLOGY
CORPORATION

IT IS SO ORDERED:

In accordance with the stipulation of Plaintiff and Defendants, the Court hereby incorporates the terms of the Consent Judgment into this Order. If a party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this matter.

Dated: _____

JUDGE OF THE SUPERIOR COURT

SF:27420485.1

EXHIBIT A

SIXTY-DAY NOTICE OF INTENT TO SUE FOR VIOLATION OF THE SAFE DRINKING WATER
AND TOXIC ENFORCEMENT ACT OF 1986
(Health & Saf. Code, §§ 25249.5 et seq.) ("Proposition 65")

6/11/2008

William E. Mealman,
Chairman
PBI/Gordon Corporation
300 S. 3rd Street
Kansas City, KS 66101

Green Light Company
PO Box 17985
San Antonio, TX 78217-0985

AND THE PUBLIC PROSECUTORS LISTED ON THE DISTRIBUTION LIST
ACCOMPANYING THE ATTACHED CERTIFICATE OF SERVICE

**Re: Violations of Proposition 65 concerning Green Light® Fung Away® Systemic
Lawn Fungicide (granules).**

To whom it may concern:

Consumer Advocacy Group, Inc. ("CAG"), the noticing entity, serves this Notice of Violation ("Notice") upon PBI/Gordon Corporation and Green Light Company (collectively, "Violators") pursuant to and in compliance with Proposition 65. Violators may contact CAG concerning this Notice through its designated person within the entity, its attorney, Reuben Yeroushalmi, Esq., 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010, telephone no. 213-382-3183, facsimile no. 213-382-3430. This Notice satisfies a prerequisite for CAG to commence an action against Violators in any Superior Court of California to enforce Proposition 65. The violations addressed by this Notice occurred at numerous locations in each county in California as reflected in the district attorney addresses listed in the attached distribution list. CAG is serving this Notice upon each person or entity responsible for the alleged violations, the California Attorney General, the district attorney for each county where alleged violations occurred, and the City Attorney for each city with a population (according to the most recent decennial census) of over 750,000 located within counties where the alleged violations occurred.

- CAG is a registered corporation based in California. By sending this Notice, CAG is acting "in the public interest" pursuant to Proposition 65. CAG is a nonprofit entity dedicated to protecting the environment, improving human health, and supporting environmentally sound practices.
- This Notice concerns violations of the warning prong of Proposition 65, which states that "[n]o person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual . . ." (Health & Saf. Code, § 25249.6.)
- The chemical known to the State to cause Reproductive Toxicity (developmental, male) relevant to this Notice is Myclobutanil. On April 16, 1999, the Governor of California added Myclobutanil to the list of chemicals known to the State to cause Reproductive Toxicity (developmental, male), which was more than twenty months before CAG served this Notice.

- This Notice addresses consumer products exposure. "A 'consumer products exposure' is an exposure which results from a person's acquisition, purchase, storage, consumption, or other reasonably foreseeable use of a consumer good, or any exposure that results from receiving a consumer service." (Cal. Code Regs. tit. 22, § 12601(b).)

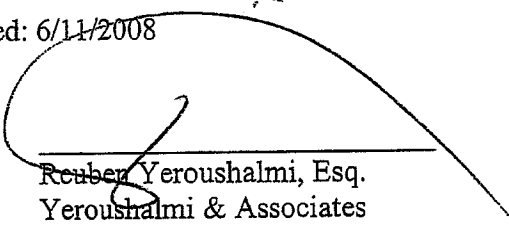
Violators caused consumer product exposures in violation of Proposition 65 by producing or making available for distribution or sale in California to consumers Green Light® Fung Away® Systemic Lawn Fungicide (granules) ("Fung-Away®"), the packaging for which (meaning any label or other written, printed or graphic matter affixed to or accompanying the product or its container or wrapper) contains no Proposition 65-complaint warning. Fung-Away® contains Myclobutanol. Nor did Violators, pertinent to Fung-Away®, provide a system of signs, public advertising identifying the system and toll-free information services, or any other system, which provided clear and reasonable warnings. Nor did Violators, pertinent to Fung-Away®, provide identification of the product at retail outlets in a manner that provided a warning through shelf labeling, signs, menus, or a combination thereof. Fung-Away® is a preventative and curative systemic lawn fungicide. Controls anthracnose, brown patch, copper spot, dollar spot, fusarium blight, leaf spot, powdery mildew, pink snow mold, summer patch and take-all patch.

These violations occurred each day between June 11, 2005, and June 11, 2008, and continuing thereafter.

The principal routes of exposure were through inhalation and dermal contact caused when users of Fung-Away® apply the granules with a spreader onto desired surfaces and users and others in proximity inadvertently inhale fumes, mist, or granules of product, or allow bare skin to touch product directly or application surfaces immediately after application, thereby touching Myclobutanol.

Proposition 65 requires that notice and intent to sue be given to the violator(s) 60 days before the suit is filed. With this letter, CAG gives notice of the alleged violations to Violators and the appropriate governmental authorities. In absence of any action by the appropriate governmental authorities within 60 calendar days of the sending of this notice (plus ten calendar days because the places of address are outside the State of California), CAG may file suit.

Dated: 6/11/2008



Reuben Yeroushalmi, Esq.
Yeroushalmi & Associates
Attorneys for Consumer Advocacy Group, Inc.

Appendix A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACTION 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 12000 through 14000.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 550 chemicals have been listed as of May 1, 1996. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release, or otherwise engage in activities involving those chemicals must comply with the following:

Clear and Reasonable Warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical

involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities. All agencies of the federal, State or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees.. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

FOR FURTHER INFORMATION...

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharge that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the list chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

Contact the Office of Environmental Health Hazard Assessment's
Proposition 65 Implementation Office at (916) 445-6900.

§14000. Chemicals Required by State or Federal Law to Have been Tested for Potential to Cause Cancer or Reproductive Toxicity, but Which Have Not Been Adequately Tested As Required.

(a) The Safe Drinking Water and Toxic Enforcement Act of 1986 requires the Governor to publish a list of chemicals formally required by state or federal agencies to have testing for carcinogenicity or reproductive toxicity, but that the state's qualified experts have not found to have been adequately tested as required [Health and Safety Code 25249.8)c].

Readers should note a chemical that already has been designated as known to the state to cause cancer or reproductive toxicity is not included in the following listing as requiring additional testing for that particular toxicological endpoint. However, the "data gap" may continue to exist, for purposes of the state or federal agency's requirements. Additional information on the requirements for testing may be obtained from the specific agency identified below.

(b) Chemicals required to be tested by the California Department of Pesticide Regulation. The Birth Defect Prevention Act of 1984 (SB 950) mandates that the California Department of Pesticide Regulation (CDPR) review chronic toxicology studies supporting the registration of pesticidal active ingredients.

Green Light® Fung Away® Systemic Lawn Fungicide (granules)

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7(d)

I, Reuben Yeroushalmi, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the party(s) identified in the notice(s) has violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party.
3. I have consulted with at least one person 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.
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.

Dated: 6/11/2008

By:  REUBEN YEROUSHALMI

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 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010.

I SERVED THE FOLLOWING:

- 1) 60-Day Notice of Intent to Sue Under Health & Safety Code Section 25249.6
- 2) Certificate of Merit: Health and Safety Code Section 25249.7(d)
- 3) Certificate of Merit (Attorney General Copy): Factual information sufficient to establish the basis of the certificate of merit (*only sent to Attorney General*)
- 4) The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary by enclosing copies of the same in a sealed envelope, along with an unsigned copy of this declaration, addressed to each person shown below and depositing the envelope in the U.S. mail with the postage fully prepaid on the date shown below. Place of Mailing: Los Angeles, CA

Name and address of each violator to whom documents were mailed:

William E. Mealman,
Chairman
PBI/Gordon Corporation
300 S. 3rd Street
Kansas City, KS 66101

Green Light Company
PO Box 17985
San Antonio, TX 78217-0985

Name and address of each public prosecutor to whom documents were mailed:

See Distribution List

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

Date of Mailing: 6/19/2008

By: _____
Rabin Saidian

Distribution List

Alameda County District Attorney 1225 Fallon St, Room 900 Oakland, CA 94612	Los Angeles County District Attorney 210 W Temple St, 18th Floor Los Angeles, CA 90012	Mono County District Attorney PO Box 617 Bridgeport, CA 93517
Alpine County District Attorney PO Box 248 Markleeville, CA 96120	Madera County District Attorney 209 W Yosemite Ave Madera, CA 93637	San Joaquin County District Attorney PO Box 990 Stockton, CA 95201 -0990
Amador County District Attorney 708 Court, Suite 202 Jackson, CA 95642	Mariposa County District Attorney P.O. Box 730 Mariposa, CA 95338	San Francisco County District Attorney 850 Bryant St, Rm 322 San Francisco, CA 94103
Butte County District Attorney 25 County Center Dr. Oroville, CA 95965-3385	Marin County District Attorney 3501 Civic Center Drive, #130 San Rafael, CA 94903	San Diego County District Attorney 330 W. Broadway, Ste 1300 San Diego, CA 92101-3803
Calaveras County District Attorney 891 Mountain Ranch Road San Andreas, CA 95249	Mendocino County District Attorney P.O. Box 1000 Ukiah, CA 95482	San Bernardino County District Attorney 316 N Mountain View Ave San Bernardino, CA 92415-0004
Office of the Attorney General P.O. Box 70550 Oakland, CA 94612-0550	Los Angeles City Attorney 200 N Main St Ste 1800 Los Angeles CA 90012	San Francisco City Attorney # 1 Dr. Carlton B. Goodlett Place, Suite 234 San Francisco, CA 94102
Colusa County District Attorney Courthouse, 547 Market St. Colusa, CA 95932	Inyo County District Attorney P.O. Drawer D Independence, CA 93526	Placer County District Attorney 11562 "B" Ave Auburn, CA 95603-2687
Contra Costa County District Attorney 725 Court St., Room 402 Martinez, CA 94553	Orange County District Attorney PO.Box 808 Santa Ana, CA 92702	Merced County District Attorney 2222 "M" St. Merced, CA 95340
Del Norte County District Attorney 450 "H" St. Crescent City, CA 95531	Nevada County District Attorney 201 Church St, Suite 8 Nevada City, CA 95959-2504	Napa County District Attorney PO Box 720 Napa, CA 94559-0720
El Dorado County District Attorney 515 Main St. Placerville, CA 95667-5697	Plumas County District Attorney 520 Main Street, Rm 404 Quincy, CA 95971	Riverside County District Attorney 4075 Main St Riverside, CA 92501
Fresno County District Attorney 2220 Tulare St, Ste. 1000 Fresno, CA 93721	Sacramento County District Attorney 901 G Street Sacramento, CA 95814	San Benito County District Attorney 419 4th St Hollister, CA 95023
Glenn County District Attorney PO Box 430 Willows, CA 95988	San Luis Obispo County District Attorney County Government Center, Rm 450 San Luis Obispo, CA 93408	Siskiyou County District Attorney PO Box 986 Yreka, CA 96097
Humboldt County District Attorney 825 5th St., 4 th Floor Eureka, CA 95501	San Mateo County District Attorney 400 County Center Redwood City, CA 94063	Solano County District Attorney 600 Union Ave Fairfield, CA 94533

Imperial County District Attorney 939 W. Main St., 2 nd Floor El Centro, CA 92243-2860	Santa Barbara County District Attorney 1112 Santa Barbara St. Santa Barbara, CA 93101	Sonoma County District Attorney 600 Administration Dr., Rm 212-J Santa Rosa, CA 95403
Kern County District Attorney 1215 Truxtun Ave. Bakersfield, CA 93301	Santa Clara County District Attorney 70 W Hedding St. San Jose, CA 95110	Shasta County District Attorney 1525 Court St, 3rd Floor Redding, CA 96001-1632
Kings County District Attorney Gov't Ctr, 1400 W Lacey Blvd Hanford, CA 93230	Santa Cruz County District Attorney PO Box 1159 Santa Cruz, CA 95061	Sierra County District Attorney PO Box 457 Downieville, CA 95936-0457
Lake County District Attorney 255 N Forbes St Lakeport, CA 95453-4790	Stanislaus County District Attorney PO Box 442 Modesto, CA 95353	Trinity County District Attorney PO Box 310 Weaverville, CA 96093
Modoc County District Attorney 204 S. Court Street Alturas, CA 96101-4020	Sutter County District Attorney 446 Second Street Yuba City, CA 95991	Yuba County District Attorney 215 5th St Marysville, CA 95901
San Diego City Attorney City Center Plaza 1200 3rd Ave # 1100 San Diego, CA 92101	Lassen County District Attorney 200 S Lassen St, Suite 8 Susanville, CA 96130	Monterey County District Attorney PO Box 1131 Salinas, CA 93902
Tuolumne County District Attorney 2 S Green St Sonora, CA 95370	Tulare County District Attorney County Civic Center, Rm 224 Visalia, CA 93291	Yolo County District Attorney 310 Second St Woodland, CA 95695
Ventura County District Attorney 800 S Victoria Ave Ventura, CA 93009	Tehama County District Attorney P.O. Box 519 Red Bluff, CA 96080	San Jose City Attorney 151 W. Mission St. San Jose, CA 95110

SIXTY-DAY NOTICE OF INTENT TO SUE FOR VIOLATION OF THE SAFE DRINKING WATER
AND TOXIC ENFORCEMENT ACT OF 1986
(Cal. Health & Safety Code, §§ 25249.5 et seq.) ("Proposition 65")

11/26/2008

Joel Hanson,
CEO
Green Light Company
10511 Wetmore Rd.
San Antonio, TX 78216

AND THE PUBLIC PROSECUTORS LISTED ON THE DISTRIBUTION LIST
ACCOMPANYING THE ATTACHED CERTIFICATE OF SERVICE

**Re: Violations of Proposition 65 concerning Green Light® Fung Away® Systemic
Lawn Fungicide (granules).**

Dear Mr. Hanson:

Consumer Advocacy Group, Inc. ("CAG"), the noticing entity, serves this Notice of Violation ("Notice") upon Green Light Company ("Violator") pursuant to and in compliance with Proposition 65. Violator may contact CAG concerning this Notice through its designated person within the entity, its attorney, Reuben Yeroushalmi, Esq., 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010, telephone no. 213-382-3183, facsimile no. 213-382-3430. This Notice satisfies a prerequisite for CAG to commence an action against Violator in any Superior Court of California to enforce Proposition 65. The violations addressed by this Notice occurred at numerous locations in each county in California as reflected in the district attorney addresses listed in the attached distribution list. CAG is serving this Notice upon each person or entity responsible for the alleged violations, the California Attorney General, the district attorney for each county where alleged violations occurred, and the City Attorney for each city with a population (according to the most recent decennial census) of over 750,000 located within counties where the alleged violations occurred.

- CAG is a registered corporation based in California. By sending this Notice, CAG is acting "in the public interest" pursuant to Proposition 65. CAG is a nonprofit entity dedicated to protecting the environment, improving human health, and supporting environmentally sound practices.
- This Notice concerns violations of the warning prong of Proposition 65, which states that "[n]o person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual . . ." Cal. Health & Safety Code § 25249.6.
- The chemical known to the State to cause Reproductive Toxicity (developmental, male) relevant to this Notice is Myclobutanil. On April 16, 1999, the Governor of California added Myclobutanil to the list of chemicals known to the State to cause Reproductive Toxicity (developmental, male), which was more than twenty months before CAG served this Notice.

- This Notice addresses consumer products exposure. "A 'consumer products exposure' is an exposure which results from a person's acquisition, purchase, storage, consumption, or other reasonably foreseeable use of a consumer good, or any exposure that results from receiving a consumer service." Cal. Code Regs. 22 § 12601(b).

Violator caused consumer product exposures in violation of Proposition 65 by producing or making available for distribution or sale in California to consumers Green Light® Fung Away® Systemic Lawn Fungicide (granules) ("Fung-Away®"), the packaging for which (meaning any label or other written, printed or graphic matter affixed to or accompanying the product or its container or wrapper) contains no Proposition 65-compliant warning. Fung-Away® contains Myclobutanil. Nor did Violator, pertinent to Fung-Away®, provide a system of signs, public advertising identifying the system and toll-free information services, or any other system, which provided clear and reasonable warnings. Nor did Violator, pertinent to Fung-Away®, provide identification of the product at retail outlets in a manner that provided a warning through shelf labeling, signs, menus, or a combination thereof. Fung-Away® is a preventative and curative systemic lawn fungicide. Controls anthracnose, brown patch, copper spot, dollar spot, fusarium blight, leaf spot, powdery mildew, pink snow mold, summer patch and take-all patch.

- This Notice also addresses environmental exposures. "An 'environmental exposure' is an exposure which may foreseeably occur as the result of contact with an environmental medium, including, but not limited to, ambient air, indoor air, drinking water, standing water, running water, soil vegetation, or manmade or natural substances, either through inhalation, ingestion, skin contact or otherwise. Environmental exposures include all exposures which are not consumer products exposures, or occupational exposures." Cal. Code Regs. 22 § 12601(d).

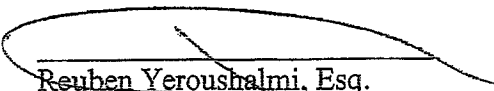
Violator caused environmental exposures by not providing any Proposition 65-compliant warnings at its facility located at 10511 Wetmore Rd., San Antonio, TX 78216, among other locations where such exposures could foreseeably occur, to persons who could foreseeably come into contact with Fung-Away®. Such exposures also occurred beyond the property owned or controlled by Violator.

These violations occurred each day between November 26, 2005, and November 26, 2008, and are continuing thereafter.

The principal routes of exposure were through inhalation and dermal contact caused when users of Fung-Away® apply the granules with a spreader onto desired surfaces and users and others in proximity inadvertently inhale fumes, mist, or granules of product, or allow bare skin to touch product directly or application surfaces immediately after application, thereby touching Myclobutanil.

Proposition 65 requires that notice and intent to sue be given to the violator(s) 60 days before the suit is filed. With this letter, CAG gives notice of the alleged violations to Violator and the appropriate governmental authorities. In absence of any action by the appropriate governmental authorities within 60 calendar days of the sending of this notice (plus ten calendar days because the places of address are outside the State of California), CAG may file suit.

Dated: 11/26/2008


Reuben Yeroushalmi, Esq.
Yeroushalmi & Associates
Attorneys for Consumer Advocacy Group, Inc.

Appendix A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACTION 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information.

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Clear and Reasonable Warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical

involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

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Businesses with nine or fewer employees.. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

FOR FURTHER INFORMATION...

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharge that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the list chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

Contact the Office of Environmental Health Hazard Assessment's
Proposition 65 Implementation Office at (916) 445-6900.

§14000. Chemicals Required by State or Federal Law to Have been Tested for Potential to Cause Cancer or Reproductive Toxicity, but Which Have Not Been Adequately Tested As Required.

(a) The Safe Drinking Water and Toxic Enforcement Act of 1986 requires the Governor to publish a list of chemicals formally required by state or federal agencies to have testing for carcinogenicity or reproductive toxicity, but that the state's qualified experts have not found to have been adequately tested as required [Health and Safety Code 25249.8)c].

Readers should note a chemical that already has been designated as known to the state to cause cancer or reproductive toxicity is not included in the following listing as requiring additional testing for that particular toxicological endpoint. However, the "data gap" may continue to exist, for purposes of the state or federal agency's requirements. Additional information on the requirements for testing may be obtained from the specific agency identified below.

(b) Chemicals required to be tested by the California Department of Pesticide Regulation. The Birth Defect Prevention Act of 1984 (SB 950) mandates that the California Department of Pesticide Regulation (CDPR) review chronic toxicology studies supporting the registration of pesticidal active ingredients.

Green Light® Fung Away® Systemic Lawn Fungicide (granules)

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7(d)

I, Reuben Yeroushalmi, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the party(s) identified in the notice(s) has violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party.
3. I have consulted with at least one person 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.
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.

Dated: 11/26/2008

By: 
REUBEN YERUSHALMI

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 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010.

I SERVED THE FOLLOWING:

- 1) 60-Day Notice of Intent to Sue Under Health & Safety Code Section 25249.6
- 2) Certificate of Merit: Health and Safety Code Section 25249.7(d)
- 3) Certificate of Merit (Attorney General Copy): Factual information sufficient to establish the basis of the certificate of merit (*only sent to Attorney General*)
- 4) The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary by enclosing copies of the same in a sealed envelope, along with an unsigned copy of this declaration, addressed to each person shown below and depositing the envelope in the U.S. mail with the postage fully prepaid on the date shown below. Place of Mailing: Los Angeles, CA

Name and address of each violator to whom documents were mailed:

Joel Hansen
CEO
Green Light Company
11511 Wetmore Rd.
San Antonio, TX 78216

Name and address of each public prosecutor to whom documents were mailed:

See Distribution List

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

Date of Mailing: 12/7/06

By: _____
Suzana Solis

Distribution List

Alameda County District Attorney 1225 Fallon St, Room 900 Oakland, CA 94612	Los Angeles County District Attorney 210 W Temple St, 18th Floor Los Angeles, CA 90012	Mono County District Attorney PO Box 617 Bridgeport, CA 93517
Alpine County District Attorney PO Box 248 Markleeville, CA 96120	Madera County District Attorney 209 W Yosemite Ave Madera, CA 93637	San Joaquin County District Attorney PO Box 990 Stockton, CA 95201 -0990
Amador County District Attorney 708 Court, Suite 202 Jackson, CA 95642	Mariposa County District Attorney P.O. Box 730 Mariposa, CA 95338	San Francisco County District Attorney 850 Bryant St, Rm 322 San Francisco, CA 94103
Butte County District Attorney 25 County Center Dr. Oroville, CA 95965-3385	Marin County District Attorney 3501 Civic Center Drive, #130 San Rafael, CA 94903	San Diego County District Attorney 330 W. Broadway, Ste 1300 San Diego, CA 92101-3803
Calaveras County District Attorney 891 Mountain Ranch Road San Andreas, CA 95249	Mendocino County District Attorney P.O. Box 1000 Ukiah, CA 95482	San Bernardino County District Attorney 316 N Mountain View Ave San Bernardino, CA 92415-0004
Office of the Attorney General P.O. Box 70550 Oakland, CA 94612-0550	Los Angeles City Attorney 200 N Main St Ste 1800 Los Angeles CA 90012	San Francisco City Attorney # 1 Dr. Carlton B. Goodlett Place, Suite 234 San Francisco, CA 94102
Colusa County District Attorney Courthouse, 547 Market St. Colusa, CA 95932	Inyo County District Attorney P.O. Drawer D Independence, CA 93526	Placer County District Attorney 11562 "B" Ave Auburn, CA 95603-2687
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Fresno County District Attorney 2220 Tulare St, Ste. 1000 Fresno, CA 93721	Sacramento County District Attorney 901 G Street Sacramento, CA 95814	San Benito County District Attorney 419 4th St Hollister, CA 95023
Glenn County District Attorney PO Box 430 Willows, CA 95988	San Luis Obispo County District Attorney County Government Center, Rm 450 San Luis Obispo, CA 93408	Siskiyou County District Attorney PO Box 986 Yreka, CA 96097
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Kings County District Attorney Gov't Ctr, 1400 W Lacey Blvd Hanford, CA 93230	Santa Cruz County District Attorney PO Box 1159 Santa Cruz, CA 95061	Sierra County District Attorney PO Box 457 Downieville, CA 95936-0457
Lake County District Attorney 255 N Forbes St Lakeport, CA 95453-4790	Stanislaus County District Attorney PO Box 442 Modesto, CA 95353	Trinity County District Attorney PO Box 310 Weaverville, CA 96093
Modoc County District Attorney 204 S. Court Street Alturas, CA 96101-4020	Sutter County District Attorney 446 Second Street Yuba City, CA 95991	Yuba County District Attorney 215 5th St Marysville, CA 95901
San Diego City Attorney City Center Plaza 1200 3rd Ave # 1100 San Diego, CA 92101	Lassen County District Attorney 200 S Lassen St, Suite 8 Susanville, CA 96130	Monterey County District Attorney PO Box 1131 Salinas, CA 93902
Tuolumne County District Attorney 2 S Green St Sonora, CA 95370	Tulare County District Attorney County Civic Center, Rm 224 Visalia, CA 93291	Yolo County District Attorney 310 Second St Woodland, CA 95695
Ventura County District Attorney 800 S Victoria Ave Ventura, CA 93009	Tehama County District Attorney P.O. Box 519 Red Bluff, CA 96080	San Jose City Attorney 151 W. Mission St. San Jose, CA 95110

SIXTY-DAY NOTICE OF INTENT TO SUE FOR VIOLATION OF THE SAFE DRINKING WATER
AND TOXIC ENFORCEMENT ACT OF 1986
(Health & Saf. Code, §§ 25249.5 et seq.) ("Proposition 65")

7/03/2008

Sara D. Steeley, Chairperson
Rainbow Technology Corporation
261 Cahaba Valley Parkway
Pelham, AL 35124

AND THE PUBLIC PROSECUTORS LISTED ON THE DISTRIBUTION LIST ACCOMPANYING THE
ATTACHED CERTIFICATE OF SERVICE

Re: Violations of Proposition 65 concerning Rainbow® Jungle Formula Insect Repellent
(Product No. 4501)

Dear Ms. Steely:

Consumer Advocacy Group, Inc. ("CAG"), the noticing entity, serves this Notice of Violation ("Notice") upon Rainbow Technology Corporation ("Violator") pursuant to and in compliance with Proposition 65. Violator may contact CAG concerning this Notice through its designated person within the entity, its attorney, Reuben Yeroushalmi, Esq., 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010, telephone no. 213-382-3183, facsimile no. 213-382-3430. This Notice satisfies a prerequisite for CAG to commence an action against Violator in any Superior Court of California to enforce Proposition 65. The violations addressed by this Notice occurred at numerous locations in each county in California as reflected in the district attorney addresses listed in the attached distribution list. CAG is serving this Notice upon each person or entity responsible for the alleged violations, the California Attorney General, the district attorney for each county where alleged violations occurred, and the City Attorney for each city with a population (according to the most recent decennial census) of over 750,000 located within counties where the alleged violations occurred.

- CAG is a registered corporation based in California. By sending this Notice, CAG is acting "in the public interest" pursuant to Proposition 65. CAG is a nonprofit entity dedicated to protecting the environment, improving human health, and supporting environmentally sound practices.
- This Notice concerns violations of the warning prong of Proposition 65, which states that "[n]o person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual . . ." (Health & Saf. Code, § 25249.6.)
- Rainbow® Jungle Formula Insect Repellent (Product No. 4501) contains Di-*n*-propyl isocinchomeronate (MGK Repellent 326), a chemical known to the State of California to cause cancer. On May 1, 1996, the Governor of California added Di-*n*-propyl isocinchomeronate (MGK Repellent 326) to the list of chemicals known to the State to cause cancer, which was more than twenty months before CAG served this Notice.

- This Notice addresses consumer products exposure. “A ‘consumer products exposure’ is an exposure which results from a person’s acquisition, purchase, storage, consumption, or other reasonably foreseeable use of a consumer good, or any exposure that results from receiving a consumer service.” (Cal. Code Regs. tit. 22, § 12601(b).)

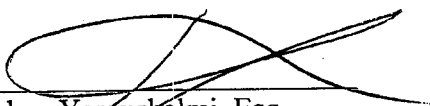
Violator caused consumer product exposures in violation of Proposition 65 by producing or making available for distribution or sale in California to consumers Rainbow® Jungle Formula Insect Repellent (Product No. 4501) (“Rainbow® Repellent”), the packaging for which (meaning any label or other written, printed or graphic matter affixed to or accompanying the product or its container or wrapper) contains no Proposition 65-complaint warning. Nor did Violator, pertinent to Rainbow® Repellent, provide a system of signs, public advertising identifying the system and toll-free information services, or any other system, which provided clear and reasonable warnings. Nor did Violator, pertinent to Rainbow® Repellent, provide identification of the product at retail outlets in a manner that provided a warning through shelf labeling, signs, menus, or a combination thereof. Rainbow® Repellent is for use to repel various insects on exposed skin surfaces on humans.

These violations occurred each day between July 8, 2005, and July 8, 2008, and continuing thereafter.

The principal route of exposure was dermal contact caused when users of product apply Rainbow® Repellent to skin or clothing. Thereby users and other persons in proximity permit bare skin to touch the solution containing the chemical relevant to this notice. A route of exposure by inhalation also occurs when users and other persons in proximity inadvertently inhale the product spray, fumes, or mist.

Proposition 65 requires that notice and intent to sue be given to the violator(s) 60 days before the suit is filed. With this letter, CAG gives notice of the alleged violations to Violator and the appropriate governmental authorities. In absence of any action by the appropriate governmental authorities within 60 calendar days of the sending of this notice (plus ten calendar days because the place of address is outside the State of California but within United States), CAG may file suit.

Dated: 07-08-2008


Reuben Yeroushalmi, Esq.
Yeroushalmi & Associates
Attorneys for Consumer Advocacy Group, Inc.

Appendix A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACTION 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 12000 through 14000.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 550 chemicals have been listed as of May 1, 1996. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release, or otherwise engage in activities involving those chemicals must comply with the following:

Clear and Reasonable Warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical

involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities. All agencies of the federal, State or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees.. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

FOR FURTHER INFORMATION...

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharge that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the list chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

Contact the Office of Environmental Health Hazard Assessment's
Proposition 65 Implementation Office at (916) 445-6900.

§14000. Chemicals Required by State or Federal Law to Have been Tested for Potential to Cause Cancer or Reproductive Toxicity, but Which Have Not Been Adequately Tested As Required.

(a) The Safe Drinking Water and Toxic Enforcement Act of 1986 requires the Governor to publish a list of chemicals formally required by state or federal agencies to have testing for carcinogenicity or reproductive toxicity, but that the state's qualified experts have not found to have been adequately tested as required [Health and Safety Code 25249.8)c)].

Readers should note a chemical that already has been designated as known to the state to cause cancer or reproductive toxicity is not included in the following listing as requiring additional testing for that particular toxicological endpoint. However, the "data gap" may continue to exist, for purposes of the state or federal agency's requirements. Additional information on the requirements for testing may be obtained from the specific agency identified below.

(b) Chemicals required to be tested by the California Department of Pesticide Regulation. The Birth Defect Prevention Act of 1984 (SB 950) mandates that the California Department of Pesticide Regulation (CDPR) review chronic toxicology studies supporting the registration of pesticidal active ingredients.

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7(d)

I, Reuben Yeroushalmi, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the party(s) identified in the notice(s) has violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party.
3. I have consulted with at least one person 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.
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.

Dated: 07-08-2008

By: 
REUBEN YERUSHALMI

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 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010.

ON THE FOLLOWING DATE, I SERVED THE FOLLOWING:

- 1) 60-Day Notice of Intent to Sue Under Health & Safety Code Section 25249.6
- 2) Certificate of Merit: Health and Safety Code Section 25249.7(d)
- 3) Certificate of Merit (Attorney General Copy): Factual information sufficient to establish the basis of the certificate of merit (*only sent to Attorney General*)
- 4) The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary

by enclosing copies of the same in a sealed envelope, along with an unsigned copy of this declaration, addressed to each person shown below and depositing the envelope in the U.S. mail with the postage fully prepaid on the date shown below. Place of Mailing: Los Angeles, CA

Name and address of each violator to whom documents were mailed:

Sara D. Steeley, Chairperson
Rainbow Technology Corporation
261 Cahaba Valley Parkway
Pelham, AL 35124

Name and address of each public prosecutor to whom documents were mailed:

See Distribution List

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

Date of Mailing: 07-02-2008

By: _____
Rabin Saidian

Distribution List

Alameda County District Attorney 1225 Fallon St, Room 900 Oakland, CA 94612	Los Angeles County District Attorney 210 W Temple St, 18th Floor Los Angeles, CA 90012	Mono County District Attorney PO Box 617 Bridgeport, CA 93517
Alpine County District Attorney PO Box 248 Markleeville, CA 96120	Madera County District Attorney 209 W Yosemite Ave Madera, CA 93637	San Joaquin County District Attorney PO Box 990 Stockton, CA 95201 -0990
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