

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") confirms and memorializes the agreement by and among DR. RICHARD SOWINSKI (hereinafter referred to as "SOWINSKI"), GRAHAM & MARTIN, LLP (hereinafter referred to as "G&M") and Hewlett-Packard Company (hereinafter referred to as "HP"), with respect to the application of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") to certain products manufactured, distributed or sold by HP. SOWINSKI, G&M, and HP are sometimes collectively referred to herein as the PARTIES.

RECITALS

A. SOWINSKI, an individual residing in California and currently represented by the law firm of G&M, has served on HP a Notice of Intent to Sue ("Notice"), attached hereto as Exhibit A, indicating SOWINSKI's intention to bring a civil action against HP under Proposition 65. Such a notice, if it meets specified legal requirements, is a prerequisite to the filing of a private enforcement action under Proposition 65.

B. G&M is a law firm formed under the laws of the State of California, located in Costa Mesa, California. G&M currently represents SOWINSKI. G&M previously represented another entity asserting similar Proposition 65 claims against HP; the parties to that dispute reached a settlement that resulted in the withdrawal of those notices of intent to sue and an agreement that G&M's client would forbear from filing suit against HP.

C. The Notice alleges that the use of certain products, including but not limited to inkjet and Laserjet photocopiers, as identified in the Notice, that are or were manufactured, distributed or sold by HP results in exposure to certain chemicals identified in the Notice without prior warning as required under Proposition 65. HP denies all such allegations and further believes that the Notice is legally inadequate and asserts unfounded claims of violations of law.

D. HP, through its counsel, have conferred with SOWINSKI and G&M and discussed SOWINSKI's claims and HP's defenses to and concerns with those claims.

E. Based on the PARTIES' discussions, G&M and SOWINSKI have concluded that the public interest would be served by resolving the PARTIES' dispute on the terms set forth herein.

F. HP and SOWINSKI desire to memorialize their amicable resolution of the controversy described above.

THEREFORE, in consideration of the Recitals above and the mutual promises below, the PARTIES agree to the following:

AGREEMENT

1. ***Withdrawal of Notices.*** As a condition precedent to this Agreement, SOWINSKI shall (a) withdraw the Notice against HP in its entirety; (b) refrain from serving any other Notice of Intent to Sue under Proposition 65 upon any person or persons or entity or entities, including any manufacturers, retail sellers wholesalers, resellers and customers alleging a violation of Proposition 65 in connection with the manufacture, distribution, marketing sale or use of the Products (as that term is defined in Paragraph 4 of this Agreement) manufactured, distributed or sold by HP; and (c) if such other Notices of Intent to Sue already have been served on such persons or entities, withdraw them in their entirety.

2. ***Forbearance from Suit.*** SOWINSKI shall refrain from bringing suit or otherwise prosecuting any Claims (as that term is defined in Paragraph 4 of this Agreement) now and for all time, against (a) HP on the basis of the allegations in the Notice attached hereto and (b) any other person or entity on the basis of any Notice of Intent to Sue alleging unlawful exposures to the chemicals identified in the Notices from the use of the Products (as that term is defined in Paragraph 4 of this Agreement) manufactured, distributed or sold by HP.

3. ***Reimbursement of Attorneys' Fees and Other Expenses.*** In recognition of the amicable resolution of the controversy described above and the efforts of SOWINSKI in that regard, HP agrees to reimburse SOWINSKI in the amount of twenty thousand dollars (\$20,000.00) for attorneys' fees and other expenses that SOWINSKI has incurred in activities related to the Notice, which include, but may not be limited to, the following: investigating the claims identified in the Notice, preparing and serving the Notice, and meeting and conferring with, analyzing information presented by, and negotiating with the attorney for HP. In agreeing to make this payment, HP recognizes that the amount of fees and expenses incurred by attorneys for SOWINSKI and the amount from such payment that SOWINSKI shall pay to his attorneys is a matter to be determined between SOWINSKI and his attorneys, and that SOWINSKI may retain any portion of such payments not paid to his attorneys.

4. ***Release by SOWINSKI and G&M of Claims against HP and Others in the Chain of Commerce.*** This Agreement is a final and binding resolution of any and all Claims (as defined below) that SOWINSKI and G&M, collectively or individually, and each of their respective agents, principals, partners, employees and attorneys (hereinafter collectively "RELEASORS ") have or hereafter may have against HP that arise or may arise from actions or omissions committed by HP or by any other person or entity within its chain of distribution, including but not limited to manufacturers, retail sellers, wholesalers, resellers and customers, in the manufacture, sale, distribution, use or maintenance of the Products. For purposes of this Agreement, the term "Claims" shall include any and all rights of action, including but not limited to any causes of action or right to institute any proceedings in law or in equity, administrative actions or petitions, whether on behalf of RELEASORS in their own right or on behalf of the general public or the public interest, under Proposition 65 or any other statute or regulation or at common law. The RELEASORS hereby waive and release any and all Claims that they have, may have or hereafter may have against HP, any parent companies, subsidiaries, affiliates, divisions or subdivisions of HP, and their respective directors, officers, employees, agents and attorneys, and any manufacturers, customers, distributors, wholesalers, retail sellers, resellers or any other person who may or did manufacture, sell, resell, distribute, use or maintain the

Products, and the successors in interest of each of them, such that the payments made and actions taken in satisfaction of this agreement shall be the sole relief that RELEASORS may take from HP or such other persons for any of the Claims, whether asserted on behalf of RELEASORS in their own right or as private attorneys general in the public interest. Without limitation of the foregoing, this release expressly includes all Claims against any and all manufacturers, customers, distributors, wholesalers, retail sellers, and resellers, including any other person who may or did manufacture, sell, resell, distribute, use or maintain the Products in the course of providing commercial, retail, or "walk-up" copying or printing services, and the successors in interest of each of them, and all of these companies or persons are intended to be third-party beneficiaries of this release. For purposes of this paragraph and the release it prescribes, the term "Products" refers to: (a) any copier; printer, item of printing or imaging equipment or supplies addressed by the Notice; (b) any copier, printer, item of printing or imaging equipment or supplies that might be identified more generally as similar to and/or derived from the copier, printer, or item of printing or imaging equipment and supplies identified in the Notice, whether new, used, remanufactured, reconditioned, or refurbished; and (c) any copier, printer, item of printing or imaging equipment or supplies that HP may manufacture, distribute or sell in the future that employs inkjet, laserjet or other imaging technology that is the same or similar to that described in the Notice, whether or not such Products are identified in the Notice, and whether or not such Products exist at the time of execution of this Agreement.

5. **Unknown Claims.** The RELEASORS hereby respectively waive and release any and all unknown Claims against HP, and acknowledge that they have read and hereby waive the provisions of California Civil Code § 1542, as recited below:

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

RELEASORS understand and acknowledge the significance of this waiver of Section 1542 of the Civil Code is that even if they discover additional claims or causes of action, they will not be able to enforce or prosecute those claims or causes of action. Furthermore, RELEASORS acknowledge that they intend these consequences even as to claims or causes of action that may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect their decision to execute this release, regardless of whether their lack of knowledge is a result of ignorance, oversight, error, negligence, or any other cause.

6. **Release by HP of Claims against SOWINSKI and against G&M.** This Agreement is a final and binding resolution of any and all Claims (as defined above) that HP and its respective agents and attorneys have or hereafter may have against SOWINSKI or G&M that arise from the investigation, preparation and service of the Notice, or from pursuit of the Claims therein.

7. **Disputes.** Any disputes regarding the validity, construction, performance or enforcement of this Agreement shall be governed by, construed, adjudicated and determined in accordance with the laws of California in effect at the time of execution of this Agreement, without regard to principles of choice of law. Any action to interpret or enforce the terms of this Agreement shall be brought in the Superior Court for the County of San Francisco, California. In any such dispute, the prevailing party shall be entitled to collect from the opposing party its reasonable attorneys' fees and costs.

8. **Counterpart Signatures.** This Agreement may be executed in counterparts, and/or by facsimile, which taken together shall be deemed to constitute the Agreement as a single document.

9. **No Admissions.** As a compromise of disputed claims, the terms of this settlement, the execution of this Agreement and the payment of any consideration under this Agreement do not constitute, are not intended as and shall not be construed in any way as an admission of liability, violation of law or wrongdoing whatsoever on the part of HP. HP specifically disclaims any violation of law as alleged in the Notice and any liability to, or wrongdoing of any nature whatsoever against, SOWINSKI or any other person.

10. **Reporting.** After execution of this Agreement by the PARTIES, SOWINSKI shall submit to the Attorney General a Report of Settlement Form, as may be required pursuant to California Civil Code § 25249.7(f)(1).

11. **Relief in the Event of Suit by Attorney General.** The PARTIES recognize and hereby expressly acknowledge that the Attorney General of California has authority to enforce Proposition 65, including the authority to initiate a civil action against HP and other persons, whether in response to the Notice served by SOWINSKI on HP, even after it is withdrawn, or independently of such Notice based upon the Attorney General's own investigation or other information that may come to the attention of the Attorney General. Therefore, notwithstanding the releases extended by the RELEASORS to HP in paragraphs 4 and 5 above, the PARTIES agree that if the Attorney General should initiate a civil action under Proposition 65 within one (1) year of the execution of this Agreement that results in a final, non-appealable judgment against HP arising from the claims stated in the Notice as they relate to products identified therein as to HP, then, in addition to any monetary or injunctive relief that the Attorney General may obtain, HP shall pay to SOWINSKI the amount of ten thousand dollars (\$10,000), provided that such payment by HP shall constitute the sole and exclusive relief to which SOWINSKI shall be entitled as a result of such suit.

12. **Entire Agreement.** This Agreement is the sole and entire agreement and includes all of the understandings of the PARTIES with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, understandings and commitments related thereto. Modifications, if any, may be made only in a writing executed by all PARTIES.

13. **Public Statements.** No PARTY to this Agreement shall issue any press release and/or make any other public statement, or statement to persons not party to this Agreement, regarding the fact or terms of the resolution of this matter, except (a) as may be necessary in connection with taxes, insurance, audits, reports to a parent or subsidiary corporation and

governmental reporting requirements, provided that the PARTIES and their respective counsel use their best efforts to ensure that such third parties maintain the confidentiality of this information; (b) as required by law upon receipt of a final and binding court order, subpoena or other compulsory process, provided that notice of such court order, subpoena or other compulsory process is given to the other party promptly upon receipt, prior to disclosure, so that the other party may have an opportunity to take action with respect to preserving the confidentiality of the information sought to be disclosed; (c) as reasonably necessary to communicate with the California Attorney General's Office regarding the terms and scope of this Agreement; and (d) HP shall reserve the right to correct any misstatement or misimpression made by SOWINSKI or G&M, anyone acting on their respective or joint behalf, or any third party regarding the terms of this settlement and to disclose to any third party who may raise similar claims and allegations against HP in the future the fact that SOWINSKI previously raised similar claims and, after full investigation, refrained from filing suit against HP.

14. **Construction of Agreement.** The PARTIES acknowledge that the drafting of this Agreement was a joint effort of the PARTIES, and therefore, the language hereof shall not be construed in favor of or against any of the PARTIES by virtue of the identity of its preparer.

15. **Severability.** If, subsequent to the execution of this Agreement, any of the provisions herein are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.


16. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of any of the PARTIES.

17. **Authorization.** Each person executing this Agreement below hereby warrants that he/she is authorized to do so and to bind the party on whose behalf he/she executes this Agreement to comply with its terms.

18. **Effective Date.** This Agreement shall become effective when executed by all of the PARTIES identified above.

IT IS SO AGREED.

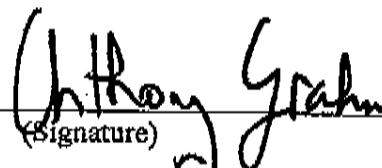
Dated: 09/16/2010


(Signature)

Richard Sowinski
(Name)

DR. RICHARD SOWINSKI

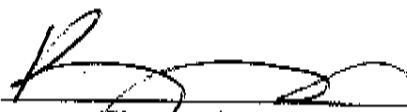
Dated: Sept. 16, 2010


(Signature)

Anthony Graham
(Name)

GRAHAM & MARTIN, LLP

Dated: 9.21.2010

 for John Schultz
(Signature)

KATHRYN YOUNG FOR JOHN
(Name) F. SCHULTZ

HEWLETT-PACKARD COMPANY

DR. RICHARD F. SOWINSKI

1457 Ramsay Circle
Walnut Creek, CA 94597

**Sixty Day Notice of Intent to Sue Hewlett-Packard Company and All of Its
Operating Affiliates Under Health & Safety Code Sections 25249.5**

Dr. Richard F. Sowinski (hereinafter the "Noticing Party") hereby hereby provides this Notice of Intent to Sue Under Health & Safety Code Section 25249.5, *et seq* (the "Notice") to Mark V. Hurd, the CEO and President of Hewlett-Packard Company and all of its operating affiliates (hereinafter referred to collectively as "HEWLETT PACKARD"), as well as the governmental entities on the attached proof of service. This Notice is intended to inform HEWLETT PACKARD 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. The Noticing Party lives at the above address but is represented by counsel and requests that any correspondence or communications be directed to his counsel, Anthony G. Graham and Michael J. Martin, of the law firm of Graham & Martin, LLP, at 3130 South Harbor Blvd., Suite 250, Santa Ana, CA 92704, Telephone: (714) 850-9390 and Facsimile: (714) 850-9392.

Pursuant to Health & Safety Code Section 25249.6:

"No 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, except as provided in Section 25249.10."

Proposition 65 thus states that when a party, such as HEWLETT PACKARD, 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). HEWLETT PACKARD is knowingly and intentionally exposing its customers and users of certain of its products to a detectable level of a chemical designated by the State of California to cause cancer or reproductive toxicity and is failing to provide a "clear and reasonable" warning of the exposure to the potentially exposed persons.

HEWLETT PACKARD manufactures, distributes, sells and markets printers/copiers in California through retail outlets and through its internet website (www.hp.com), which when operated or used emit detectable levels of a Designated Chemical. The printers/copiers relevant to this Notice are identified on Exhibit A hereto (hereinafter "the Consumer Products"). In the ordinary course of its business, HEWLETT PACKARD

manufactures, distributes and offers for sale, both through retail outlets and through its internet website (www.hp.com) in California those Consumer Products. It has been doing so for at least one year prior to the date of this Notice. HEWLETT PACKARD however has not placed on the any of the Consumer Products, their packaging or marketing materials, nor anywhere on its internet website, a clear and reasonable warning that use of such Consumer Products will expose the user and others in the area of such use to a Designated Chemical. HEWLETT PACKARD is therefore violating Health & Safety Code Section 25249.6.

The Consumer Products listed on Exhibit A, when used in the ordinary manner, emit Benzene, a chemical known to the State of California to cause cancer and reproductive toxicity. This chemical poses a significant health risk and is emitted without a clear and reasonable warning as required by The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) Health & Safety Code § 25249.6. People are exposed to this Designated Chemical primarily by inhalation when near a Consumer Product while in use.

Pursuant to Health & Safety Code Section 25249.7:

“(a) Any person that violates or threatens to violate Section 25249.5 or 25249.6 may be enjoined in any court of competent jurisdiction. (b) (1) Any person who has violated Section 25249.5 or 25249.6 shall be liable for a civil penalty not to exceed two thousand five hundred dollars (\$2500) per day for each violation in addition to any other penalty established by law. That civil penalty may be assessed and recovered in a civil action brought in any court of competent jurisdiction. (2) In assessing the amount of a civil penalty for a violation of this chapter, the court shall consider all of the following: (A) The nature and extent of the violation. (B) The number of, and severity of, the violations. (C) The economic effect of the penalty on the violator. (D) Whether the violator took good faith measures to comply with this chapter and the time these measures were taken. (E) The willfulness of the violator's misconduct. (F) The deterrent effect that the imposition of the penalty would have on both the violator and the regulated community as a whole. (G) Any other factor that justice may require.”

This Notice covers all violations of Proposition 65 that are currently known to Dr. Sowinski from information now available to him. Dr. Sowinski reserves the right to amend this Notice to inform HEWLETT PACKARD of other violations and/or exposures as it gathers further information. With the copy of this notice submitted to HEWLETT PACKARD, a copy is provided of AThe Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary.”

Dated: June 16, 2010

By:


Anthony G. Graham, Esq.

HEWLETT PACKARD EXHIBIT A

Model Number:

HP 8000N LaserJet
HP Color LaserJet CM1015/CM1017 MFP,
HP Color LaserJet 2800
HP Color LaserJet CM4730 MFP
HP Color LaserJet CM1312 MFP
HP Photosmart C4200
HP Photosmart C5200
HP Photosmart C4380
HP Photosmart C7200
HP Photosmart C6200
HP Photosmart C8100
HP Color LaserJet 9500mfp
HP Color LaserJet CM6040 MFP
HP CM8000 Color MFP
HP LaserJet M1522 MFP
HP LaserJet M3027 MFP
HP LaserJet M3035 MFP
HP LaserJet M4345 MFP
HP LaserJet 3050
HP LaserJet M2727 MFP
HP LaserJet 3052
HP LaserJet 3055
HP LaserJet M1319 MFP
HP LaserJet M5035 MFP
HP LaserJet 9040/9050mfp

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 27 of the California Code of Regulations, Sections 25000 through 27000.

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 735 chemicals have been listed as of November 16, 2001. 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.

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 27, California Code of Regulations, Section 25903). 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.

FOR FURTHER INFORMATION...

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

§ 27000.

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. Missing or unacceptable studies are identified as data gaps. The studies are conducted to fulfill generic data requirements of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), which is administered by the United States Environmental Protection Agency (U.S. EPA). The studies are reviewed by CDPR according to guidelines and standards promulgated under FIFRA. Thus, older studies may not meet current guidelines.

The existence of a data gap for a compound does not indicate a total lack of information on the carcinogenicity or reproductive toxicity of the compound. In some cases, information exists in the open scientific literature, but SB 950 requires specific, additional information. A data gap does not necessarily indicate that an oncogenic or reproductive hazard exists. For the purposes of this list, a data gap is still considered to be present until the study is reviewed and found to be acceptable.

Following is a listing of SB 950 data gaps for oncogenicity, reproduction, and teratology studies for the non-200 pesticidal active ingredients. This list will change as data gaps are filled by additional data or replacement studies.

[Final Paragraph and List Omitted].

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.

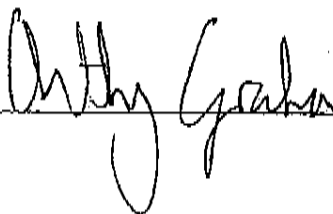
2. I am member of the State Bar of California, a partner of the law firm of Graham & Martin, LLP, and attorney for noticing party Consumer Defense Group Action.

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 June 21, 2010.



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 3130 S. Harbor Boulevard, Suite 250, Santa Ana, California 92704.

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: June 21, 2010

Place of Mailing: Costa Mesa, California

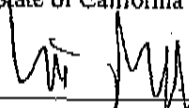
NAME AND ADDRESS OF EACH PERSON TO WHOM DOCUMENTS WERE MAILED:

Mark V. Hurd CEO/President Hewlett Packard Company 3000 Hanover Street Palo Alto, CA 94304	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: June 21, 2010



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
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Contra Costa County DA
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Yolo County D A
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Napa County DA
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Inyo County DA
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Stanislaus County DA
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Sutter County DA
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Mendocino County DA
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San Joaquin DA
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Mendocino County DA
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Fort Bragg, CA 94537

Butte County DA
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Oroville, CA 95695

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Del Norte County DA
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Santa Clara DA
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Solano County DA
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Glenn County DA
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Kings County DA
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Riverside DA
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Inyo County DA
PO Drawer D
Independence, CA 93526

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

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

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

Dated: June 21, 2010

