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6 RUSSELL BRIMER, PETER ENGLANDER AND
JOHN MOORE

ENDORSED
FILED

OCT 23 2012

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY

A. Ramirez

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
10 UNLIMITED CIVIL JURISDICTION

12 RUSSELL BRIMER; PETER ENGLANDER;
AND JOHN MOORE

13 Plaintiffs,

14 v.

15 3M COMPANY; AWI ACQUISITION
16 COMPANY; BELLOTA US CORP.;
CORONA CLIPPER, INC.; D.W.L.
17 INTERNATIONAL TRADING INC.;
GENERAL CAGE, LLC; GREAT NECK
18 SAW MANUFACTURERS, INC.; IRWIN
INDUSTRIAL TOOL COMPANY; M & Y
19 TRADING CORP. D/B/A HELBY IMPORT
COMPANY; MASCO CORPORATION;
20 NEWELL RUBBERMAID INC.; PANACEA
PRODUCTS CORPORATION; THE
21 FAUCET-QUEENS, INC.; ULLMAN
DEVICES CORPORATION; VOXX
22 ACCESSORIES CORPORATION; WIRE
AND CABLE SPECIALTIES, INC.;
23 WOODSTREAM CORPORATION; and DOES
1-150, inclusive,

24 Defendants.

Case No.: 112CV231165

**[PROPOSED] JUDGMENT PURSUANT TO
TERMS OF PROPOSITION 65
SETTLEMENT AND CONSENT
JUDGMENT**

Health & Safety Code § 25249.6

Date: October 23, 2012
Time: 9:00 a.m.
Dept.: 9
Judge: Hon. Mark Pierce

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In the above-entitled action, Plaintiffs RUSSELL BRIMER, JOHN MOORE and PETER ENGLANDER, and Defendants 3M Company; AWI Acquisition Company; Bellota US Corp.; Boston Warehouse Trading Corp.; Corona Clipper, Inc.; D.W.L. International Trading Inc.; General Cage, LLC; Great Neck Saw Manufacturers, Inc.; Irwin Industrial Tool Company; M & Y Trading Corp. d/b/a Helby Import Company; Masco Corporation; Newell Rubbermaid Inc.; Panacea Products Corporation; The Faucet-Queens, Inc.; Ullman Devices Corporation; Voxx Accessories Corporation; Wire and Cable Specialties, Inc.; and Woodstream Corporation, having agreed through their respective counsel that a judgment be entered pursuant to the terms of the Consent Judgment entered into by the parties in resolution of this Proposition 65 action, and following the issuance of an order approving the Parties' settlement agreement on October 23, 2012:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is entered in accordance with the terms of the Consent Judgment attached hereto as **Exhibit A**. By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

IT IS SO ORDERED.

Dated: OCT 23 2012

Hon. Mark H. Pierce

JUDGE OF THE SUPERIOR COURT

Exhibit 1 to Judgment

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10 Attorneys for Plaintiffs
11 RUSSELL BRIMER, PETER ENGLANDER
12 AND JOHN MOORE

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SANTA CLARA

15 RUSSELL BRIMER; PETER ENGLANDER;
16 and JOHN MOORE)

17 Plaintiffs,)

18 v.)

19 3M COMPANY; AWI ACQUISITION)
20 COMPANY; BELLOTA US CORP.; CORONA)
21 CLIPPER, INC.; D.W.L. INTERNATIONAL)
22 TRADING INC.; GENERAL CAGE, LLC;)
23 GREAT NECK SAW MANUFACTURERS,)
24 INC.; IRWIN INDUSTRIAL TOOL)
25 COMPANY; M & Y TRADING CORP. D/B/A)
26 HELBY IMPORT COMPANY; MASCO)
27 CORPORATION; NEWELL RUBBERMAID)
28 INC.; PANACEA PRODUCTS)
CORPORATION; THE FAUCET-QUEENS,)
INC.; ULLMAN DEVICES CORPORATION;)
VOXX ACCESSORIES CORPORATION;)
WIRE AND CABLE SPECIALTIES, INC.;)
WOODSTREAM CORPORATION; and DOES)
1-150, inclusive,)

Defendants.)

Case No. 112CV231165

[PROPOSED] CONSENT
JUDGMENT

1 **1. INTRODUCTION**

2 **1.1** The parties to this [Proposed] Consent Judgment (“Consent Judgment”) are
3 plaintiffs, John Moore (“Moore”) Russell Brimer (“Brimer”) and Peter Englander (“Englander”)
4 (collectively, “Plaintiffs”) on the one hand, and the entities that execute this Consent Judgment
5 (“Settling Defendants”), on the other hand. Settling Defendants and Plaintiffs are the “Parties” to
6 this Consent Judgment.

7 **1.2** Plaintiffs are individuals residing in the State of California who seek to promote
8 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer products. Commencing in mid-2011 and
10 continuing in 2012, 60-Day Notices of Violation under the Safe Drinking Water and Toxic
11 Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.
12 (“Proposition 65”) were served on the Settling Defendants alleging that the entities named in
13 those notices violated Proposition 65 by exposing persons to lead and/or certain phthalate
14 chemicals listed under Proposition 65 contained in specific consumer products without first
15 providing a clear and reasonable warning regarding the risk of developmental and reproductive
16 harm from such listed chemicals.

17 **1.3** Each Settling Defendant employs ten or more persons, is a person in the course
18 of doing business for purposes of Proposition 65, and has received a 60-Day Notice of Violation
19 (“Notice”) alleging that it manufactures, distributes, or offers Covered Products (as further
20 defined in Section 2.2 below) for sale in the State of California or has done so in the past. Each
21 Settling Defendant represents that, as of the date it executes this Consent Judgment, it believes
22 that no public enforcer is diligently prosecuting a Proposition 65 enforcement action related to
23 the lead and Proposition 65 listed phthalate chemicals in its products, as identified in their
24 respective Notices. Phthalate chemicals listed under Proposition 65 include di(2-
25 ethylhexyl)phthalate (“DEHP”), butyl benzyl phthalate (“BBP”), and di-n-butyl phthalate
26 (“DBP”). DEHP, BBP, and DBP are collectively referred to herein as “Listed Phthalate
27 Chemicals.” Lead and DEHP, BBP, and DBP are collectively referred to herein as “Listed
28 Chemicals.”

1 **1.4** On or before August 21, 2012, Moore, Brimer and Englander shall file a
2 complaint in the Superior Court of California for the County of Santa Clara, naming each
3 Settling Defendant and alleging Proposition 65 violations as to the Listed Chemicals and
4 Covered Products applicable to each Settling Defendant as set forth on Exhibit A (hereinafter
5 “Action” or “Complaint”). For any Settling Defendant as to which a Notice has not been issued
6 for at least sixty days plus service time as of August 21, 2012, and provided that no authorized
7 public prosecutor names such Settling Defendant in a Proposition 65 enforcement action
8 concerning Listed Chemicals in its Covered Products in the interim, the Complaint and this
9 Consent Judgment shall be deemed amended to include that Settling Defendant at the time the
10 sixty day plus service time period associated with its Notice has run. Each Settling Defendant
11 shall be responsible for any appearance fees it is required to pay in the Action.

12 **1.5** The Settling Defendants agree to implement reformulation following the time
13 schedule set forth herein, which will obviate the need for instituting a Proposition 65 warning
14 program with regard to the presence of Listed Chemicals in the Covered Products as set forth in
15 Exhibit A.

16 **1.6** For purposes of this Consent Judgment only, the Parties stipulate that this Court
17 has subject matter jurisdiction over the allegations applicable to each Settling Defendant in the
18 Complaint and personal jurisdiction over each Settling Defendant as to the acts alleged in the
19 Complaint, that venue is proper in the County of Santa Clara, and that this Court has jurisdiction
20 to enter and oversee this Consent Judgment pursuant to Proposition 65 and California Code of
21 Civil Procedure § 664.6.

22 **1.7** Nothing in this Consent Judgment is or shall be construed as an admission by the
23 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
24 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
25 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
26 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
27 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and
28 is accepted by the Parties for purposes of settling, compromising and resolving issues disputed in

1 this Action. This section shall not, however, diminish or otherwise affect Settling Defendants'
2 obligations, responsibilities, and duties under this Consent Judgment.

3 **2. DEFINITIONS**

4 **2.1** "Accessible Component" means a metal or a poly vinyl chloride or other soft
5 plastic, vinyl, or synthetic leather component of a Covered Product or Additional Product that
6 could be used to grip the Covered Product or Additional Product by a person during reasonably
7 foreseeable use.

8 **2.2** "Covered Products" means and is limited to, for each Settling Defendant, single
9 or multiple types of, or sets/kits of, hand tools, garden tools, and/or kitchen utensils containing
10 one or more Listed Chemicals, depending on their respective Notices, that are sold or offered
11 for sale or use in California as identified by each Settling Defendant on its Exhibit A and that
12 are: (a) Manufactured (as defined in Section 2.5 below) by or on behalf of a Settling Defendant;
13 (b) distributed or otherwise transferred to a third party by a Settling Defendant; or (c) sold or
14 offered for retail sale, including internet and/or catalogue sales, as a Private Label Covered
15 Product by a Settling Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary,
16 or affiliated entity within the same corporate family that is under common ownership of the
17 Private Labeler of such product. Specifically excluded from the definition of Covered Products
18 are: (i) any and all products that are intended primarily for use by persons ages twelve and
19 younger, (ii) any products in a category for which Moore, Brimer and Englander has not
20 previously issued the Settling Defendant a Notice, and (iii) any products for which an authorized
21 public prosecutor has initiated an enforcement action pursuant to Proposition 65 prior to the date
22 on which the associated Settling Defendant has been named in or deemed to be named in the
23 Complaint.

24 **2.3** "Additional Products" means and is limited to, for each Settling Defendant, the
25 specific Additional Products containing one or more Listed Chemicals that are sold or offered
26 for use in California as identified by each Settling Defendant on its Exhibit A, and that are: (a)
27 Manufactured (as defined in Section 2.5 below) by a Settling Defendant; (b) distributed or
28 otherwise transferred to a third party by a Settling Defendant; or (c) sold or offered for retail
sale, including internet and/or catalogue sales, as a Private Label Covered Product by a Settling

1 Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity
2 within the same corporate family that is under common ownership of the Private Labeler of such
3 product. Specifically excluded from the definition of Additional Products are any and all
4 products that are intended primarily for use by persons ages twelve and younger. Except as
5 provided under Section 8.6 below, Additional Products are not Covered Products, but are
6 subject to certain terms of this Consent Judgment, including its injunctive terms.

7 **2.4** “Reformulation Standard” means, for Listed Phthalate Chemicals, a maximum
8 concentration, by weight, of 1,000 parts per million or less of each of DEHP, BBP and DBP; for
9 lead, where applicable, the “Reformulation Standard” is 100 parts per million or less in each
10 Accessible Component.

11 **2.5** “Effective Date” means August 14, 2012.

12 **2.6** “Manufactured” and “Manufactures” have the meaning defined in Section
13 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended
14 from time to time.

15 **2.7** “Private Label Covered Product” means a Product that bears a private label
16 where (i) the product (or its container) is labeled with the brand or trademark of an entity other
17 than the manufacturer of the product, (ii) the entity with whose brand or trademark the product
18 (or container) is labeled has authorized or caused the product to be so labeled, and (iii) the brand
19 or trademark of a manufacturer of such product does not appear on such label.

20 **2.8** “Private Labeler” means an owner or licensee of a brand or trademark on the
21 label or other packaging of a product which bears a private label; provided, however, that a
22 Settling Defendant is not a Private Labeler due solely to the fact that its name, brand or
23 trademark is visible on a sign or on the price tag of a Product that is not labeled with a third
24 party’s brand or trademark.

25 **2.9** “Settling Defendant” means a defendant that executes this Consent Judgment on
26 or before the Effective Date. Parents, subsidiaries, and affiliated entities that are under common
27 ownership or control with a Settling Defendant, and which are persons in the course of doing
28 business within the meaning of Proposition 65 with respect to the Covered Products associated
with the Settling Defendant as denominated on Exhibit A, will be deemed to be included as

1 Settling Defendants under this Consent Judgment to the extent they are specifically
2 denominated with the listing of the Settling Defendant's name on Exhibit A (and, if so
3 denominated on Exhibit A, they shall be subject to the injunctive relief terms set forth herein).

4 **2.10** "Vendor" means a person or entity that Manufactures, imports, distributes, or
5 otherwise supplies a Covered Product or Additional Product to a Settling Defendant, and that is
6 not itself a Settling Defendant.

7 **3. INJUNCTIVE RELIEF: REFORMULATION**

8 **3.1 Reformulation Obligation**

9 No more than 30 days after the Effective Date, each Settling Defendant shall provide the
10 Reformulation Standard for Listed Phthalate Chemicals and/or lead, as applicable pursuant to
11 Exhibit A, to its then-current Vendors of Covered Products and Additional Products that will be
12 sold or offered for sale to California consumers and shall instruct each Vendor to use reasonable
13 efforts to provide Covered Products and Additional Products that comply with such
14 Reformulation Standard expeditiously. In addressing the obligation set forth in the preceding
15 sentence, Settling Defendants shall not employ statements that will encourage a Vendor to delay
16 compliance with the Reformulation Standard. Upon request, each Settling Defendant shall
17 provide Plaintiffs with copies of such Vendor notification and Plaintiffs shall regard such copies
18 as confidential business information.

19 **3.1.1** Commencing on September 15, 2012, a Settling Defendant shall
20 not, if applicable pursuant to Exhibit A, purchase, import, manufacture, or supply to an
21 unaffiliated third party (such as a retailer that is not within the Settling Defendant's corporate
22 family), any Covered Product or Additional Product, identified in its respective Exhibit A, that
23 will be sold or offered for sale to California consumers that exceeds the Reformulation Standard
24 for lead.

25 **3.1.2** Commencing on June 15, 2013, a Settling Defendant shall not, as
26 applicable pursuant to Exhibit A, purchase, import, manufacture, or supply to an unaffiliated
27 third party (such as a retailer that is not within the Settling Defendant's corporate family), any
28 Covered Product or Additional Product, identified in its respective Exhibit A, that will be sold

1 or offered for sale to California consumers that exceeds the Reformulation Standard for Listed
2 Phthalate Chemicals.

3 **3.1.3** Provided that a Settling Defendant has complied with the
4 Reformulation Obligation set forth in Section 3.1 above, sales of Covered Products that were
5 purchased, imported, manufactured, or supplied to unaffiliated third parties prior to the deadline
6 for implementation of the Reformulation Standard set forth in subsections 3.1.1 and 3.1.2 above
7 shall not be separately actionable in another case brought pursuant to Section 25249.7(d) of the
8 Health and Safety Code alleging a failure to warn under Proposition 65 with respect to the
9 Listed Chemicals identified for the Covered Product on the Settling Defendant's Exhibit A.

10 **4. ENFORCEMENT**

11 **4.1** Any Party may, by motion or application for an order to show cause before this
12 Court, enforce the terms and conditions contained in this Consent Judgment.

13 **5. PAYMENTS**

14 **5.1 Payments**

15 **5.1.1** Each Settling Defendant as to whom subsections 5.1.2 and 5.1.3 do not
16 apply shall pay a penalty of \$10,000. This penalty reflects a credit of \$28,000 in light of each
17 Settling Defendant's commitment to reformulate its product lines to essentially, if not entirely,
18 remove the presence of the Listed Chemicals. In addition, each Settling Defendant shall pay
19 \$31,500 as reimbursement for a portion of Plaintiffs' attorneys' fees and costs.

20 **5.1.2 Payment by Settling Defendants with Low Volume Sales.** Settling
21 Defendants who certify on their Exhibit A that they had California sales of more than 1,000 total
22 consumer units but less than 3,000 total consumer units of Covered Products and Additional
23 Products combined, as identified by that Settling Defendant on its Exhibit A, in calendar year
24 2011, shall pay \$8,000 in civil penalties pursuant to Health & Safety Code section 25249.7(b)
25 and \$28,000 for reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

26 **5.1.3 Payment by Settling Defendants with De Minimis Sales.** Settling
27 Defendants who certify on their Exhibit A that they had California sales of less than 1,000 total
28 consumer units of Covered Products and Additional Products combined, identified by that
Settling Defendant on its Exhibit A, in calendar year 2011, shall pay \$4,000 in civil penalties

1 pursuant to Health & Safety Code Section 25249.7(b) and \$24,000 for reimbursement of a
2 portion of Plaintiffs' attorneys' fees and costs.

3 **5.1.4 Settling Defendants Subject to an Existing Complaint.** If a Settling
4 Defendant or its Defendant Releasees or Downstream Defendant Releasees is a defendant in
5 another complaint filed by Moore, Brimer or Englander, alleging a violation of Proposition 65
6 due to exposure to lead, DEHP, BBP, and/or DBP in a Covered Product or Additional Product
7 identified by the Settling Defendant on Exhibit A, and the allegations of that complaint have not
8 been otherwise resolved at the time it executes the agreement, the Settling Defendant shall pay a
9 supplemental charge in addition to the payment required in Sections 5.1.1, 5.1.2, or 5.1.3,
10 respectively. The supplemental charge shall cover fees and expenses incurred by Plaintiffs for
11 activities associated with the original filing of said existing complaint, on-going litigation,
12 and/or activities associated with the subsequent dismissal of said complaint without prejudice.
13 The supplemental charge shall be \$10,000 if the complaint has been on file for less than 60
14 days, \$15,000 if the complaint has been on file for 60 days or more and discovery has been
15 propounded by either Party, and \$20,000 if the complaint has been on file for 180 days or more
16 and objections and/or substantive responses to discovery have been served on the other Party.

17 **5.1.5 Settling Defendants Subject to an Existing Settlement.** If a Settling
18 Defendant is a settling party under an agreement that has previously been reported to the Office
19 of the Attorney General pursuant to Health and Safety Code Section 25249.7(f) under which an
20 alleged violation of Proposition 65 due to exposure to lead, DEHP, BBP, and/or DBP in a
21 Covered Product as identified by the Settling Defendant on Exhibit A has been resolved with
22 penalty-related payment and injunctive relief terms consistent with those set forth herein, but
23 without the review or approval of a court, in lieu of the payments required under sections 5.1.1,
24 5.1.2, or 5.1.3 above, the Settling Defendant shall pay a \$2,500 statutory penalty and \$9,500 for
25 reimbursement of a portion of Plaintiffs' attorneys' fees and costs associated with time and
26 expenses incurred with respect to the Notice issued to the Settling Defendant in question and
27 with the negotiation of this Consent Judgment and obtaining its approval by the Court.

28

1 **5.2 Payment Procedures.**

2 **5.2.1** All payments required by Section 5.1 shall be delivered on or before August
3 14, 2012, and shall be held in trust until the Court approves the Consent Judgment. Settling
4 Defendants have the option of depositing the required payments into their attorneys' trust
5 accounts or into The Chanler Group's trust account. If directed to the latter, the settlement
6 funds shall be made payable by checks, as follows: (a) "The Chanler Group in Trust for
7 OEHHA" in an amount equal to 75% of the civil penalty; (b) "The Chanler Group in Trust for
8 John Moore" in an amount equal to 25% of 25% of the penalty (i.e., 6.25% of the penalty); (c)
9 "The Chanler Group in Trust for Russell Brimer" in an amount equal to 25% of 25% of the
10 penalty (i.e., 6.25% of the penalty), "The Chanler Group in Trust for Peter Englander" in an
11 amount equal to 50% of 25% of the penalty (i.e., 12.5% of the penalty); and (d) "The Chanler
12 Group in Trust" in the amount required pursuant to section 5.1 above. If directed to the former,
13 within 5 days after receipt of notice that the Consent Judgment has been approved, checks made
14 out in the same manner as (a) – (d) shall be delivered to The Chanler Group by certified mail or
15 by overnight courier service.

16 **5.2.2** After the Consent Judgment has been approved, Settling Defendants shall
17 issue a 1099 form to each of the following entities: (a) Office of Environmental Health Hazard
18 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) for the civil penalties
19 payable to OEHHA; (b) John Moore, whose address and tax identification number shall be
20 furnished upon request, for the civil penalties payable to John Moore; (c) Russell Brimer,
21 whose address and tax identification number shall be furnished upon request, for the civil
22 penalties payable to Russell Brimer; (d) Peter Englander, whose address and tax identification
23 number shall be furnished upon request, for the civil penalties payable to Peter Englander and
24 (e) The Chanler Group (EIN: 94-3171522) for the associated amounts to be paid to each
25 pursuant to Sections 5.1 and 5.1.2 above.

26 **5.2.3** If the Court does not approve the Consent Judgment, all funds tendered into
27 any trust account shall be refunded in full as required by Section 8.4 below.

28 **5.2.4** All payments transmitted to the Chanler Group shall be delivered to the
following address:

1 The Chanler Group
2 Attn: Proposition 65 Controller
3 2560 Ninth Street
4 Parker Plaza, Suite 214
5 Berkeley, CA 94710

6 **6. CLAIMS COVERED AND RELEASED**

7 **6.1** In consideration of the promises and commitments herein contained, Plaintiffs on
8 behalf of themselves and their past and current agents, representatives, attorneys, successors,
9 and/or assignees, and in the public interest, hereby waive and release the Settling Defendants, all
10 of their parents, subsidiaries, affiliated entities that are under common ownership or control,
11 directors, officers, employees, and attorneys (“Releasees”); and each entity to whom they
12 directly or indirectly distribute or sell Covered Products, including but not limited to
13 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
14 licensees (“Downstream Defendant Releasees”), from all claims for violations of Proposition 65
15 based on exposure to Listed Chemicals from Covered Products arising up through the date on
16 which the Court enters this Consent Judgment (or the date on this Consent Judgment is
17 otherwise deemed to attach to a Settling Defendant’s Covered Product pursuant to Section 1.4
18 above or 8.6 below). This waiver and release is limited to those claims that arise under
19 Proposition 65 with respect to Listed Chemicals in the Covered Products associated with the
20 Settling Defendants, as such claims relate to the alleged failure to warn under Health & Safety
21 Code § 25249.6 and apply only as to those Covered Products and Listed Chemicals designated
22 for each Settling Defendant on Exhibit A and as to those Covered Products and Listed
23 Chemicals for which they received a Notice.

24 **6.1.1 Downstream Defendant Releasees.** A Settling Defendant may, but is
25 not required, to list on Exhibit A any or all of its Releasees and Downstream Defendant
26 Releasees to whom Section 6 applies. The failure to so list does not affect the release given to
27 the Defendant Releasees and Downstream Releasees of any Settling Defendant.

28 **6.2** Plaintiffs also, in their individual capacity only and not in their representative
capacity, provide a release herein which shall be effective as a full and final accord and
satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys’ fees,

1 damages, losses, claims, liabilities and demands of Plaintiffs of any nature, character or kind,
2 known or unknown, suspected or unsuspected, arising out of, whether alleged or actual, the
3 subject matter of the Complaint and including exposure to, any Listed Chemical in Covered
4 Products or Additional Products as identified by each Settling Defendant on Exhibit A. Nothing
5 in this Section affects Plaintiffs' rights to commence or prosecute an action under Proposition
6 65 against a Releasee or Downstream Defendant Releasee that does not involve a Settling
7 Defendant's Covered Products or Additional Products as identified on Exhibit A.

8 **6.3** Settling Defendants waive any and all claims against Plaintiffs, their attorneys,
9 and other representatives for any and all actions taken or statements made (or those that could
10 have been taken or made) by Plaintiffs and their attorneys and other representatives, whether in
11 the course of investigating claims or otherwise seeking enforcement of Proposition 65 against
12 them in this matter, and/or with respect to the Covered Products and Additional Products.

13 **6.4** Compliance with the terms of this Consent Judgment by a Settling Defendant
14 constitutes compliance with Proposition 65 with respect to the Listed Chemicals in that Settling
15 Defendant's Covered Products as identified on Exhibit A (including as it may be amended
16 pursuant to Section 8.6 below).

17 **6.5** Nothing in this Section 6 affects Plaintiffs' or their privies acting in the public
18 interest, rights to commence or prosecute an action under Proposition 65 against any person
19 other than a Settling Defendant, Releasee, or Downstream Defendant Releasee.

20 **6.6** Nothing in this Section 6 affects Plaintiffs' or their privies acting in the public
21 interest, rights to commence or prosecute an action under Proposition 65 against a Settling
22 Defendant, Releasee or Downstream Defendant Releasee that does not involve Listed
23 Chemicals in a Settling Defendant's Covered Products and Additional Products as identified on
24 Exhibit A, including as it may be amended pursuant to Section 8.6 below.

25 **7. NOTICE**

26 **7.1** When any Party is entitled to receive any notice under this Consent Judgment,
27 the notice shall be sent by regular first class mail and electronic mail to the person identified in
28 Exhibit B to this Consent Judgment. Notices to Plaintiffs shall be addressed to:

1 The Chanler Group
2 Attn: Proposition 65 Coordinator
3 Parker Plaza
4 2560 Ninth Street, Suite 214
5 Berkeley, CA 94710

6 Any Party may modify the person and address to whom the notice is to be sent by
7 sending each other Party notice by mail and/or other verifiable form of written communication.

8 **8. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

9 **8.1** The Parties acknowledge that, pursuant to California Health & Safety Code §
10 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. In
11 furtherance of obtaining such approval, the Parties and their respective counsel agree to
12 mutually employ their best efforts to support the entry of this agreement as a Consent Judgment
13 and obtain approval of the Consent Judgment by the Court in a timely manner. For purposes of
14 this section, best efforts shall include, at a minimum, cooperating on the drafting and filing of
15 any papers in support of the required motion for judicial approval. The Parties hereto agree to
16 accept electronic mail service of all papers filed in support of and with respect to the motion to
17 approve. Upon request, Plaintiffs shall serve, by regular first class mail, courtesy copies of
18 papers electronically served. After this Consent Judgment has been approved and entered by the
19 Court and Plaintiffs have provided a Notice of Entry thereof, unless otherwise specified
20 differently elsewhere herein, notices involving this Consent Judgment need only be served on
21 Parties directly involved in any subsequent proceedings involving the Court.

22 **8.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties
23 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to
24 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions
25 reasonably necessary to amend and/or modify this Consent Judgment in order to further the
26 mutual intention of the Parties in entering into this Consent Judgment. Following entry and
27 approval of this Consent Judgment by the Court, this Consent Judgment may be modified as to a
28 Settling Defendant based on a stipulation between such a Settling Defendant and the Plaintiffs
or it may be modified upon the Court's granting of a noticed motion brought by any Party.

8.3 If this Consent Judgment is not entered by the Court within one year of the
Effective Date, it shall be of no force or effect and shall never be introduced into evidence or

1 otherwise used in any proceeding for any purpose other than to determine the rights or
2 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

3 **8.4** If this Consent Judgment is not entered by the Court, and the Parties have
4 exhausted their meet and confer efforts pursuant to Section 8.2, upon 15 days written notice, the
5 law firm holding a Settling Defendant's funds in trust shall refund any and all payments made
6 into its trust account by that Settling Defendant as requested.

7 **8.5** If this Consent Judgment is entered by the Court, within 15 days after such order
8 becomes final and the time to appeal has lapsed, Plaintiffs shall dismiss without prejudice any
9 pending action, aside from this Action, alleging violations of Proposition 65 released herein.

10 **8.6** Upon the written request of a Settling Defendant, made within one year of the
11 date on which the Consent Judgment is entered by the Court and provided that they determine
12 that there is a reasonable basis therefore, Plaintiffs shall issue a 60-Day Notice of Violation
13 pursuant to Health & Safety Code §25249.7, as to one or more Listed Chemicals in the Settling
14 Defendant's Covered Products or Additional Products, as requested by the Settling Defendant.
15 The Settling Defendant shall cooperate with Plaintiffs in providing additional information or
16 representations necessary to enable Plaintiffs to issue such Notice and a valid Certificate of
17 Merit therefore. Upon the expiration of the requisite notice period, Plaintiffs shall file with the
18 Court and, at least ten days prior to such filing, serve notice on the Attorney General's office of,
19 an amended Exhibit A as to the Settling Defendant to reflect the expansion of Listed Chemicals
20 applicable to or conversion of one or more Additional Products to Covered Products such that
21 they will also be subject to Sections 6.1, 6.2, and 6.5 above. However, Plaintiffs shall not
22 proceed with such a filing if the levels of Listed Chemicals in the subject Covered Products or
23 Additional Products are in excess of 300,000 parts per million for a Listed Phthalate Chemical
24 or in excess of 10,000 parts per million for lead unless the Settling Defendant pays an additional
25 civil penalty in an amount equal to that set forth in subsections 5.1.1, 5.1.2, or 5.1.3 above
26 depending on calendar year 2011 California sales of the Covered Products or Additional
27 Products in question. (Any such payment shall be allocated and disbursed in a manner parallel
28 to that provided in Section 5.2.) Pursuant to CCP §§ 1021 and 1021.5, Plaintiffs and their
counsel are also entitled to and may seek from the Settling Defendant in question their

1 reasonable fees and costs incurred issuing the notice and filing the amended Exhibit A in an
2 amount not to exceed \$9,500, which payment shall be made to “The Chanler Group in Trust”
3 prior to the filing of the Amended Exhibit A; Plaintiff’s counsel shall provide notice to the
4 Attorney General’s office at least ten days in advance of seeking Court approval of such fees,
5 and the Court shall be deemed to have reserved its right to determine if such additional
6 attorneys’ fee and cost reimbursement is reasonable in the event this sentence is exercised.

7 **8.7** Upon the written request of a supplier, Manufacturer or distributor whose
8 Covered Products or Additional Products are subject to a 60-Day Notice issued to a retailer or
9 other entity in its chain of distribution, made within one year of the date on which the Consent
10 Judgment is entered by the Court, Plaintiffs shall use reasonable efforts to issue a 60-Day Notice
11 of Violation pursuant to Health & Safety Code §25249.7, as to one or more of the supplier,
12 Manufacturer or distributor’s Covered Products and/or Additional Products, as requested by the
13 supplier, Manufacturer or distributor. Such supplier, Manufacturer or distributor shall cooperate
14 with Plaintiffs in providing information or representations necessary to enable Plaintiffs to issue
15 such Notice and a valid Certificate of Merit concerning the Covered Products and/or Additional
16 Products to the supplier, Manufacturer or distributor. Upon the expiration of the requisite notice
17 period, Plaintiffs shall use reasonable efforts to file a complaint in this Court alleging violations
18 of Proposition 65 with respect to the supplier, Manufacture or distributor and the Covered
19 Products and/or Additional Products, and shall seek the Court’s approval of a [Proposed]
20 Consent Judgment incorporating the terms of this settlement agreement, including payment
21 terms consistent with those set forth in Section 5 of this Consent Judgment, which shall apply to
22 the supplier, Manufacturer or distributor.

23 **9. ATTORNEYS’ FEES**

24 **9.1** Except as otherwise provided in this Consent Judgment including a successful
25 enforcement of this Consent Judgment under section 4, which may entitle Plaintiffs to attorney’s
26 fees under CCP § 1021.5 or any other applicable law, each Party and their privies, shall bear its
27 own attorneys’ fees and costs, including, but not limited to, claims under CCP §1021.5 or any
28 other provision of law.

1 **10. OTHER TERMS**

2 **10.1** The terms of this Consent Judgment shall be governed by the laws of the State of
3 California.

4 **10.2** This Consent Judgment shall apply to and be binding upon Plaintiffs and their
5 privies, and Settling Defendants, and their respective divisions, subdivisions, and subsidiaries,
6 and the successors or assigns of any of them.

7 **10.3** This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and
9 any and all prior discussions, negotiations, commitments, or understandings related thereto, if
10 any, are deemed merged. There are no warranties, representations, or other agreements between
11 the Parties except as expressly set forth in this Consent Judgment. No representations, oral or
12 otherwise, express or implied, other than those specifically referred to in this Consent Judgment
13 have been made by any Party. No other agreements not specifically contained or referenced in
14 this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of the Parties.
15 No supplementation, modification, waiver, or termination of this Consent Judgment shall be
16 binding unless executed in writing by the Party to be bound. No waiver of any of the provisions
17 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
18 provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

19 **10.4** Nothing in this Consent Judgment shall release, or in any way affect any rights
20 that any Settling Defendant might have against any other party, whether or not that party is a
21 Settling Defendant.

22 **10.5** The stipulations to this Consent Judgment may be executed in counterparts and
23 by means of facsimile or portable document format (.pdf), which taken together shall be deemed
24 to constitute one document.

25 **10.6** Each signatory to this Consent Judgment certifies that he or she is fully
26 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
27 into and execute the Consent Judgment on behalf of the Party represented and to legally bind
28 that Party.

1 **10.7** The Parties, including their counsel, have participated in the preparation of this
2 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
3 This Consent Judgment was subject to revision and modification by the Parties and has been
4 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
5 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any
6 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this
7 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are
8 to be resolved against the drafting Party should not be employed in the interpretation of this
9 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section
10 1654.

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AGREED TO:


Plaintiff, JOHN MOORE

Signature

Date: _____

AGREED TO:

Plaintiff, RUSSELL BRIMER



Signature

Date: 8-30-12

AGREED TO:

Plaintiff, PETER ENGLANDER

Signature

Date: _____

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10.7 The Parties, including their counsel, have participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section 1654.

AGREED TO:
Plaintiff, JOHN MOORE

AGREED TO:
Plaintiff, RUSSELL BRIMER

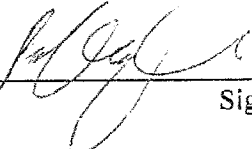
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Signature

Date: _____

Date: _____

AGREED TO:
Plaintiff, PETER ENGLANDER



Signature

Date: August 30, 2012

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AGREED TO:

Defendant, 3M COMPANY
Entity

RA Jain
Signature

By: RICK LAINO
Print Name

Its: VP AND GM
Title

Date: __

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AGREED TO:

Defendant, AWI Acquisitions Company
Entity


Signature

By: JIMOTHY FLORIAN
Print Name

Its: PRESIDENT
Title

Date: AUGUST 07, 2012

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AGREED TO:

Defendant, Corona Clipper Inc. and Bellota
US Corp

Entity



Signature

By: Steve Erickson

Print Name

Its: President

Title

Date: August 13, 2012

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AGREED TO:

Defendant, Boston Warehouse Trading Corp.
Entity

Peter M. Jenkins
Signature

By: Peter Jenkins
Print Name

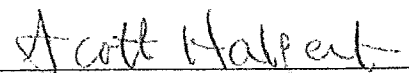
Its: President
Title

Date: August 14, 2012

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AGREED TO:

Defendant, BrassCraft Manufacturing
Company and Masco Corporation



Signature

By: Scott Halpert

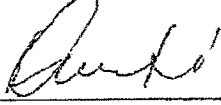
Its: Senior Corporate Counsel

Date: July 26, 2012

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AGREED TO:

Defendant, D.W.L. International Trading Inc.
AKA Winco Industries Co.



Signature

By: David w Li.

Print Name

Its: President

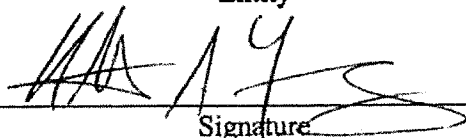
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Date: Aug. 14. 2012

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AGREED TO:

Defendant, The Faucet-Queens, Inc.
Entity


Signature

By: Kenneth A. Young
Print Name

Its: VP Finance
Title

Date: August 9, 2012

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AGREED TO:

Defendant, General Cage, LLC
Entity

Bruce Cook
Signature

By: Bruce Cook
Print Name

Its: President
Title

Date: August 21, 2012

AGREED TO:

2
Defendant, Great Neck Sew
3 Entity

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5 Daniel Jacoboff
Signature

6
By: Daniel Jacoboff
7 Print Name

8
Its: VP
9 Title

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Date: 7/23/12

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AGREED TO:

Defendant, Irwin Industrial Tool Company

Entity



Signature

By: JOHN C. SMITH

Print Name

Its: VP R&D

Title

Date: 8/13/12

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AGREED TO:

Defendant, Newell Rubbermaid, Inc.
Entity



Signature

By: Michael R. Peterson
Assistant Secretary

Its: _____
Title

Date: Aug 13 2012

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AGREED TO:

Defendant. M + Y Trading Corp, DBA
Entity Helby Import Co

Lawrence Weiss
Signature

By: LAWRENCE WEISS
Print Name

Its: president
Title

Date: 8/14/12

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AGREED TO:

Defendant, Panacea Products Corp.
Entity



Signature

By: Randy Swords

Print Name

Its: Vice President

Title

Date: 8-13-2012

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AGREED TO:

Defendant, Ullman Devices Corp.

Entity

Edward Coleman
Signature

By: Edward Coleman

Print Name

Is: President

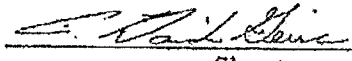
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Date: August 14, 2012

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AGREED TO:

Defendant, VOXX ACCESSORIES CORP. (formerly known as Audiovox Accessories Corp.)
Entity


Signature

By: David Geise
Print Name

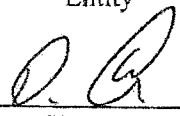
Its: President
Title

Date: August 8, 2012

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AGREED TO:

Defendant, Wire and Cable Specialists, Inc.
Entity



Signature

By: Douglas J. Clark
Print Name

Its: VP
Title

Date: 7/25/12

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AGREED TO:

Defendant, Woodstream Corporation
Entity


Signature

By: Harry E. Whaley
Print Name

Its: President & CEO
Title

Date: August 13, 2012

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

3M Company

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Four horizontal lines for listing defendant releasees.

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales -- see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Hand tools such as 3M Bondo Pick and Bumping Hammer				XXX

IV. Additional Products (Not applicable if electing low volume or de minimis sales -- see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
not applicable				

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Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
not applicable					

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
not applicable					

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Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

1 EXHIBIT A

2
3 I. Name of Settling Defendant (Mandatory)

4 AWI Acquisition Company

5 II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

6 Restoration Hardware, Inc.
7 _____
8 _____
9 _____

10 III. Covered Products (Must correspond to content of 60-day notice; this section not
11 applicable if electing low volume or de minimis sales -- see below)

12 The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling
13 Defendant are (list product and check applicable chemical(s)):

14

Covered Product	DEHP	DBP	BBP	Lead

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20 IV. Additional Products (Not applicable if electing low volume or de minimis sales -- see
21 below)

22 The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief
23 are (list product and check applicable chemical(s)):

24

Additional Product	DEHP	DBP	BBP	Lead

25
26
27
28

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

30 units were sold by Downstream Defendant Release, Restoration Hardware, Inc.

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
Allied Junior Trucker Tool Set, Model # 69091	X				30 units were sold by Restoration Hardware during 2011

1 IV. Additional Products (Not applicable if electing low volume or de minimis sales – see
2 below)

3 The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief
4 are (list product and check applicable chemical(s)):

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Additional Product	DEHP	DBP	BBP	Lead

EXHIBIT A

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I. Name of Settling Defendant (Mandatory)

Corona Clipper, Inc. and Bellota US Corp.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Hand Tools:				
BP 3160 (Hand Pruner)	X			
AG 5030 (Hand Pruner)	X			
AG 5040 (Hand Pruner)	X			
BP 3130 (Hand Pruner)	X			
BP 3180 (Hand Pruner)	X			
BP 3640 (Hand Pruner)	X			

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Pruner)				
BP 3670 (Hand Pruner)	X			
BP 6170 (Hand Pruner)	X			
BP 6190 (Hand Pruner)	X			
FS 4310 (Hand Pruner Shear)	X			
FS 4350 (Hand Pruner Shear)	X			
GS 6750 (Hand Pruner Shear)	X			
HS 6920 (Hedge Shear)	X			
HS 6930 (Hedge Shear)	X			
HS 6960 (Hedge Shear)	X			
WL 3351 (Lopper)	X			
WL 6310 (Lopper)	X			
WL 6960 (Lopper)	X			
WL 3351 (Lopper)	X			
WL 6310 (Lopper)	X			
WL 6321 (Lopper)	X			
WL 6330 (Lopper)	X			
WL 6341 (Lopper)	X			

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WL 6350 (Lopper)	X			
WL 6361 (Lopper)	X			
WL 6370 (Lopper)	X			
WL 6381 (Lopper)	X			
WL 6420 (Lopper)	X			
WL 6431 (Lopper)	X			
WL 6450 (Lopper)	X			
WL 6461 (Lopper)	X			
WL 6470 (Lopper)	X			
WL 6481 (Lopper)	X			

IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tools:				
BP 3160 (Hand Pruner)			X	
AG 5030 (Hand Pruner)			X	
AG 5040 (Hand Pruner)			X	
BP 3130 (Hand Pruner)			X	
BP 3180 (Hand Pruner)			X	
BP 3640 (Hand Pruner)			X	
BP 3670 (Hand Pruner)			X	

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Additional Product	DEHP	DBP	BBP	Lead
BP 6170 (Hand Pruner)			X	
BP 6190 (Hand Pruner)			X	
FS 4310 (Hand Pruner Shear)			X	
FS 4350 (Hand Pruner Shear)			X	
GS 6750 (Hand Pruner Shear)			X	
HS 6920 (Hedge Shear)			X	
HS 6930 (Hedge Shear)			X	
HS 6960 (Hedge Shear)			X	
WL 3351 (Lopper)			X	
WL 6310 (Lopper)			X	
WL 6960 (Lopper)			X	
WL 3351 (Lopper)			X	
WL 6310 (Lopper)			X	
WL 6321 (Lopper)			X	
WL 6330 (Lopper)			X	
WL 6341 (Lopper)			X	
WL 6350 (Lopper)			X	
WL 6361 (Lopper)			X	
WL 6370 (Lopper)			X	
WL 6381 (Lopper)			X	
WL 6420 (Lopper)			X	
WL 6431 (Lopper)			X	
WL 6450 (Lopper)			X	

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Additional Product	DEHP	DBP	BBP	Lead
WL 6461 (Lopper)			X	
WL 6470 (Lopper)			X	
WL 6481 (Lopper)			X	

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Boston Warehouse Trading Corp.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Metal Tape Measures				XX
Hand Tool Grips *	XX			

*Including, without limitation, bowl brushes, utility brushes, pet grooming brushes and lint rollers.

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IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tool Sets				XX

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

EXHIBIT A

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I. Name of Settling Defendant (Mandatory): BrassCraft Manufacturing Company and the following additional subsidiaries of Masco Corporation: Arrow Fastener Co., LLC, Brasstech, Inc., Masco Canada Limited and Masco Corporation of Indiana

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Hand Tools*	✓			

*including without limitation handle grip slips, plungers, drain cleaners, augers, cable saws and rivet tools

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IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tools*	✓	✓	✓	
Spray Hoses	✓	✓	✓	
Flexible Supply Hoses	✓	✓	✓	

*including without limitation handle grip slips, plungers, drain cleaners, augers, cable saws and rivet tools

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

EXHIBIT A

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I. Name of Settling Defendant (Mandatory)

D.W.L. International Trading Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

AKA Winco Industries Co.

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead

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IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
Color coded ladle LDC-2	Di(2-ethylhexyl) phthalate				718

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

The Faucet Queens, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

The Faucet Queens, Inc. as Settling Defendants, all other entities within the definition of "Releasees" set forth in Section 6.1 relative to The Faucet Queens, and all entities within the definition of "Downstream Defendant Releasees" as set forth in Section 6.1 relative to The Faucet Queens, are incorporated herein.

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Tape Measure Grips, including Helping Hand 12' Tape Measure, #20600 (#0 70792 20600 3)	XX			

IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

EXHIBIT A

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I. Name of Settling Defendant (Mandatory)

General Cage LLC

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Pet Food Express

Classic Products LLC

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead

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IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tools With Grips				

1 V. Covered Products and Additional Products Applicable to Settling Defendant Electing
 2 Low Volume or De Minimis Sales (Select only one if applicable)

3 Low Volume: Settling Defendant hereby certifies that it manufactured, distributed
 4 and/or sold for use or sale in California more than 1,000 total consumer units, but less
 5 than 3,000 total consumer units of Covered Products and Additional Products in
 6 calendar year 2011, as specified below; or

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Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

16 De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or
 17 sold for use or sale in California less than 1,000 total consumer units of Covered
 18 Products and Additional Products in the calendar year 2011, as specified below.

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Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
Classic Products Super Scoop	X				430

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I. Name of Settling Defendant (Mandatory)

Great Neck Saw, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Hand Tools	X			

IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tools		X	X	

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Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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I. Name of Settling Defendant (Mandatory)

Irwin Industrial Tool Company

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Newell Rubbermaid, Inc.

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Hand Tools With Grips	X			

IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tools With Grips		X	X	

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I. Name of Settling Defendant (Mandatory)

M&Y Trading Co. d/b/a/ Helby Import Co.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Pliers with PVC Grips Imported by M&Y	X			

IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
<i>Not Applicable</i>					

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
<i>Not Applicable</i>					

1 EXHIBIT A

2
3 I. Name of Settling Defendant (Mandatory)

4 Panacea Products Corp

5 II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

6 Michael's Stores

7 Jo-Ann Fabric and Craft Stores

8 Beverly Fabrics, Inc.

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10 III. Covered Products (Must correspond to content of 60-day notice; this section not
11 applicable if electing low volume or de minimis sales – see below)

12 The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling
13 Defendant are (list product and check applicable chemical(s)):

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Covered Product	DEHP	DBP	BBP	Lead
15 Item # 60053 16 6" Cutter	X			
17 Item # 60054 18 8" Cutter	X			
19 Item # 60055 20 Needle Nose Cutter	X			
21 Item # 60057 22 4.5" Diagonal Wire 23 Cutter	X			

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IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Ullman Devices Corp.

II. Names of Defendant Releaseses and Downstream Defendant Releaseses (Optional)

Including, without limitation, Sears Holding Corp. and related Sears entities.

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales -- see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead
Hand Tool Grips	XX			

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IV. Additional Products (Not applicable if electing low volume or de minimis sales - see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead
Hand Tool Pouches and Containers	XX			

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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

EXHIBIT A

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I. Name of Settling Defendant (Mandatory)

Voxx Accessories Corporation

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Ingram Micro

Fry's Electronics

Do It Best Corp - DLS

South Coastal & Lowes Companies Inc.

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales -- see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead

1 IV. Additional Products (Not applicable if electing low volume or de minimis sales – see
2 below)

3 The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief
4 are (list product and check applicable chemical(s)):

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Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011
VH148N	✓				246
VH148NV	✓				1,980

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

1 EXHIBIT A

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3 I. Name of Settling Defendant (Mandatory)

4 Wire & Cable Specialties, Inc.

5 II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

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10 III. Covered Products (Must correspond to content of 60-day notice; this section not
11 applicable if electing low volume or de minimis sales – see below)

12 The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling
13 Defendant are (list product and check applicable chemical(s)):

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Covered Product	DEHP	DBP	BBP	Lead
Hand Tools	X			

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20 IV. Additional Products (Not applicable if electing low volume or de minimis sales – see
21 below)

22 The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief
23 are (list product and check applicable chemical(s)):

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Additional Product	DEHP	DBP	BBP	Lead
Hand Tools		X	X	

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Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

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I. Name of Settling Defendant (Mandatory)

Woodstream Corporation

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Must correspond to content of 60-day notice; this section not applicable if electing low volume or de minimis sales – see below)

The categories of Covered Products and Listed Chemicals applicable to the above-stated Settling Defendant are (list product and check applicable chemical(s)):

Covered Product	DEHP	DBP	BBP	Lead

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IV. Additional Products (Not applicable if electing low volume or de minimis sales – see below)

The categories of Additional Products and Listed Chemicals, if any, subject to injunctive relief are (list product and check applicable chemical(s)):

Additional Product	DEHP	DBP	BBP	Lead

V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume or De Minimis Sales (Select only one if applicable)

- Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California more than 1,000 total consumer units, but less than 3,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below; or

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in 2011

- De Minimis: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 1,000 total consumer units of Covered Products and Additional Products in the calendar year 2011, as specified below.

Covered and Additional Product Names, SKUs and/or Item Numbers	DEHP	DBP	BBP	Lead	Number of Units Sold in California in Fiscal Year 2011 (12/10 - 11)
Hayabusa Clip Pliers, # 3134	✓				0
Fi-Shock Heavy Duty Gate Handles, # A-4	✓				31
Barbra Fence Wire Cutters, # FNC-1	✓				20
Barbra Chain Grab, # CG-1	✓				0
Barbra Crimping Tool, # HSET1	✓				47

EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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EXHIBIT B

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EXHIBIT B

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EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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EXHIBIT B

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EXHIBIT B

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EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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Exhibit B

Settling Defendant/Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

Newell Rubbermaid, Inc.; Irwin Industrial Tool Company
Settling Defendant

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With a copy to:

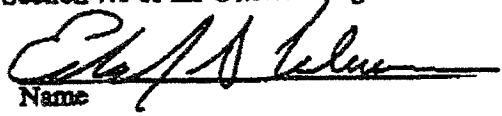
Jeffrey B. Margulies
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EXHIBIT B

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EXHIBIT B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

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EXHIBIT B

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