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CAROL RENÉ BROPHY, BAR NO. 155767  
NANCY J. GEENEN, BAR NO. 135968

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ATTORNEYS FOR  
SETTLING DEFENDANTS

**COPY**  
ENDORSED  
FILED  
San Francisco Superior Court

AUG 30 2000

AL...  
BY: ~~MANUELA ECHEVERRIA~~  
Deputy Clk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE CITY AND COUNTY OF SAN FRANCISCO**

MICHAEL DIPIRRO, AN INDIVIDUAL, )  
PLAINTIFF, )  
v. )  
WESTERN-HOEGEE COMPANY AND )  
DOES 1 THROUGH 1000, )  
DEFENDANTS. )

CONSOLIDATED CASE No. 306243  
  
CONSENT JUDGMENT

This Consent Judgment is entered into by and between Michael DiPirro, a California citizen ("Plaintiff"), and AA Worms, Inc.; Andrews Sporting Goods, Inc. d/b/a Turner's Outdoorsman; Angler Technologies, Inc.; Bass Menu; Bass Pro Outdoors Online, L.L.C. ; Bead Tackle, Inc.; Big 5 Corp. d/b/a Big 5 Sporting Goods; Big Rock Sports, Inc. and subsidiaries All-Sports, L.L.C., Avis Sports, Inc., AWR Sports, Inc., Big Rock Sports Marketing, Inc., CSI Sports, L.L.C., Henry's Tackle, L.L.C.; Blakemore Sales; Bob Sands Fishing Tackle; Boone Bait Company, Inc.; BPS Catalog, L.P.; Braid Products, Inc.; Brunswick Corporation and its subsidiaries & affiliates including but not limited to Zebco Division & Zebco Corporation; Cabela's Inc. & its subsidiaries; CEMCO, Inc. d/b/a Top Brass Tackle; Columbia Packaging & Marketing, L.L.C.; Comal Tackle Company, Inc.; Dolphin Tackle; F.J. Neil Co., Inc.; Fishco Manufacturing Co., Inc.; Frank's Fisherman

1 Supply, Inc.; G & M Sales, Inc.; G. Pucci & Sons, Inc.; Gibbs/Nortac Industries Ltd.  
2 Gibbs/Nortac Industries (U.S.) Ltd.; Gudebrod, Inc.; Harrison Hoge Industries, Inc.;  
3 Hayward Fishing Supplies, Inc.; Hendrix Ranch d/b/a Hendrix Bait & Tackle; Hi's Tackle  
4 Box; Hogan's Store, Inc.; ITC/Anglers Attic; James A. Pearce, Jr. d/b/a Lead Masters d/b/a  
5 Strike Masters; Johnson Worldwide Associates ; Just Fishin' L.L.C. d/b/a Jerry's Tournament  
6 Tackle; Knight Manufacturing Company, Inc. d/b/a Crème Lure Company, Burke Flex-O  
7 Products, and Burke Fishing; Lawson's Landing, Inc.; Longs Drug Stores California, Inc.;  
8 Luhr Jensen & Sons, Inc.; Mann's Bait Company, Inc.; Mason Tackle Co.; Maurice Sporting  
9 Goods Company; Mojo Lures; Oshman Sporting Goods Co., California; Outback Industries,  
10 Inc.; Outdoor Innovations, L.L.C. d/b/a Horizon Lures, L.L.P. and Okiebug Design and  
11 Manufacturing, L.L.C.; Owner American Corp.; Pace Products, Inc.; Raccolta Del Pacifico,  
12 d/b/a Pacific Catch d/b/a/ Black Belt Offshore Fishing Equipment; Plano Molding Company;  
13 Plastic Research and Development Corporation, d/b/a PRADCO; Point Wilson Company;  
14 R.J. Tackle, Inc./Bagley International; Raley's & its subsidiaries : Bel Air Mart, Nob Hill  
15 General Store, Inc., Warehouse Concepts d/b/a Food Source; Rapala Normark Corporation;  
16 Rodstrainer Tackle Company; Safeway Inc. and the Vons Companies, Inc.; Sea Striker, Inc.;  
17 Seven Strand Tackle Corporation; Sheldons' Inc./ Mister Twister L.L.C.; Snag Proof  
18 Manufacturer, Inc.; Sport & Court, Inc. d/b/a Sav-on Tackle, Sav-on Wayne's Tackle,  
19 Fishermen's Hardware; Sportsmans Specialty Group, Inc.; Sunbeam Corporation & The  
20 Coleman Co., Inc.; Sweeney's Sports; Thrifty Payless, Inc., d/b/a Rite Aid, erroneously  
21 identified as Rite Aid Corporation; Tri-City Sporting Goods, Inc.; Tristar Products, Inc.; True  
22 North Trading Company, Inc. (parent companies/Buzz Bomb & Zzinger Lures); Umpqua  
23 Acquisition Corp. c/o Columbia Naples Capital, L.L.C. d/b/a Umpqua Feather Merchants;  
24 Uncle Josh Bait Company; Universal Telescopic, L.L.C.; Wal-Mart Stores, Inc.;  
25 Western-Hoegge Co.; Woody Manufacturing Co. & Awesome Waters; Wright & McGill  
26 Company d/b/a Eagle Claw Fishing Tackle; Yakima Bait Company; Zak Tackle Mfg., Inc.  
27 ("Settling Defendants") to resolve all claims raised in the above-captioned action. This  
28 Consent Judgment shall be effective June 1, 2000, provided that it is approved by this Court

1 and entered as judgment in this case no later than August 1, 2000. If this Court fails to  
2 approve this Consent Judgment or to enter it as full and final judgment in this case, this  
3 consent judgment shall be null and void and not binding on any Party.

4 Plaintiff and Settling Defendants (collectively "the Parties") agree to the terms and  
5 conditions set forth below.

6 **1. INTRODUCTION**

7 1.1 Michael DiPirro is an individual residing in San Francisco, California, who  
8 seeks to promote awareness of exposures to toxic chemicals and improve human health by  
9 reducing or eliminating hazardous substances contained in consumer and industrial products.

10 1.2 Settling Defendants are manufacturers, distributors or retailers of fishing tackle  
11 that contain lead, a substance known to the State of California to cause cancer and birth  
12 defects (or other reproductive harm). Settling Defendants have elected to settle this matter by  
13 entering into this Consent Judgment.

14 1.3 A list of the products which contain lead and that are covered by this Consent  
15 Judgment is provided in Exhibit A (the "Products").

16 1.4 Beginning on September 9, 1999, Michael DiPirro, on behalf of the general  
17 public, filed a Complaint against each Settling Defendant under the Safe Drinking Water and  
18 Toxics Enforcement Act of 1986 ("Proposition 65"), Cal. Health and Safety Code §§ 25249.5,  
19 *et seq.* and/or the Business and Professions Code §§ 17200, *et seq.* Each Complaint alleges  
20 that a Settling Defendant has violated Proposition 65 and/or the Business and Professions Code  
21 by exposing individuals in California to lead, a Proposition 65-listed carcinogen and  
22 reproductive toxin, without first providing a clear and reasonable warning to such individuals.  
23 The First Amended Consolidated Complaint ("Amended Complaint") is attached as Exhibit B.  
24 Plaintiff seeks Damages, Injunctive Relief, Civil Penalties and Restitution in the Superior  
25 Court for the County of San Francisco ("Action"), arising from alleged violations of the  
26 aforementioned laws, by Settling Defendants.

27 1.5 On April 17, 2000, the cases against certain Settling Defendants were  
28 consolidated in the above-captioned matter.

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1           1.6    Prior to filing the Amended Complaint, Plaintiff served the Office of the  
2 Attorney General, designated public enforcement agencies and certain Settling Defendants with  
3 Proposition 65 60-Day Notices of Violation ("Notices") pursuant to Health & Safety Code  
4 § 25249.7(d), giving notice to Settling Defendants, the Attorney General of California and  
5 such public officials authorized to bring suit under Proposition 65 of the alleged violations  
6 referred to in paragraph 1.4 above. The Notices are attached as Exhibit C. Settling  
7 Defendants stipulate that the Notices are adequate to comply with Cal. Code Regs. tit. 22,  
8 § 12903.

9           1.7    Neither the Attorney General nor any other designated public prosecutor has  
10 commenced any action in response to the Notices. For purposes of this Consent Judgment,  
11 Plaintiff acts on behalf of the general public as to those matters described in the Amended  
12 Complaint and Notices.

13           1.8    For purposes of this Consent Judgment, the Parties stipulate that this Court has  
14 subject matter jurisdiction over the allegations contained in the Amended Complaint.  
15 Although some of the Settling Defendants deny that this Court has personal jurisdiction over  
16 them, Settling Defendants do not contest the exercise of personal jurisdiction by this Court or  
17 venue in San Francisco County solely and exclusively for the purposes of this Consent  
18 Judgment, or the exercise of jurisdiction by this Court to enter this Consent Judgment as a full  
19 and final resolution of all claims that were or could have been raised in the Amended  
20 Complaint based on the facts alleged therein.

21           1.9    The Parties enter into this Consent Judgment to settle disputed claims between  
22 them and to avoid prolonged litigation. By execution of this Consent Judgment, Settling  
23 Defendants do not admit any violations of Proposition 65 or the Business and Professions  
24 Code, or any other law or standard applicable to warning or disclosure concerning the  
25 manufacture, distribution and/or sale of fishing tackle products that contain lead. Nothing in  
26 this Consent Judgment shall be construed as an admission by Settling Defendants of any fact,  
27 issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute  
28 or be construed as an admission by Settling Defendants of any fact, issue of law, or violation

1 of law. Settling Defendants specifically deny that they have committed any such violation or  
2 that any present warning program is not sufficient to comply with any duties under  
3 Proposition 65 that relate to the manufacture or distribution or sale of fishing tackle products  
4 that contain lead. Settling Defendants assert that their manufacture, distribution or sale of  
5 fishing tackle products that contain lead has posed and poses no health or safety risk to persons  
6 who handle or use such products; that there has been no violation by them of Proposition 65;  
7 that they have violated no other state or federal law (including the common law) or regulation  
8 relating to the manufacture, distribution or sale of such products; and that they have no  
9 obligation to provide warnings other than those already provided regarding the manufacture,  
10 distribution or sale of such products. Nothing in this Consent Judgment shall prejudice, waive  
11 or impair any right, remedy or defense the Parties may have in any other or further legal  
12 proceeding. However, this paragraph shall not diminish or otherwise affect the obligations,  
13 responsibilities, and duties of Settling Defendants under this Consent Judgment.

14 **2. PROPOSITION 65 WARNINGS**

15 2.1 Settling Defendants represent that they have already revised the health hazard  
16 warnings for their Products to be consistent with the language set forth in this section.

17 Beginning on November 1, 2000, Settling Defendants that manufacture or distribute fishing  
18 tackle products agree that they will not knowingly and intentionally ship (or knowingly and  
19 intentionally cause to be shipped) any Products containing lead for sale in the State of  
20 California unless such Products comply with paragraphs 2.2-2.6 below.

21 2.2 ***Packaged Products.*** For all Products containing lead (except Bulk Products  
22 described in paragraph 2.3), such Products shall bear the following warning statement on the  
23 Product label:

24 **“WARNING: This product contains lead, a chemical known**  
25 **to the State of California to cause cancer and**  
26 **birth defects and other reproductive harm”;**

27 **or**

28 ///

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**“WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects and other reproductive harm”;**

**or**

**“WARNING: This product contains a chemical known to the State of California to cause cancer and birth defects and other reproductive harm. Do not place your hands in your mouth after handling the product. Do not place the product in your mouth. Wash your hands after touching this product.”**

**or**

**“WARNING: This product contains lead, a chemical known to the State of California to cause cancer and birth defects and other reproductive harm. Do not place your hands in your mouth after handling the product. Do not place the product in your mouth. Wash your hands after touching this product.”**

The warning statement shall be prominent and displayed on the product label with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual.

**2.3 Unpackaged Bulk Products.** If a Settling Defendant manufactures unpackaged Bulk Products that are intended to be sold without packaging (*e.g.*, loose items, such as fishing weights, displayed for sale in a bin), such Settling Defendant shall comply with this paragraph by:

- (1) Affixing “Instructions to Retailer” and a Proposition 65 Retail Warning Sign to each bulk package, so it will be seen by the retailer at the time

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1 its employees open the container and place the Bulk Products in the  
2 retail display bin at the point of resale; and  
3 (2) Within 10 days of receiving an initial order for Bulk Products from a  
4 California customer or a distributor selling to California customers,  
5 sending by first class mail a "Proposition 65 Warning Letter," in a form  
6 similar or identical to the model letter attached hereto as Exhibit F. The  
7 letter shall be addressed to the purchasing agent or buyer for the  
8 California customer, and inform the purchaser that the Bulk Products are  
9 subject to Proposition 65, and that California retailers are responsible for  
10 providing Proposition 65 warnings to their customers. The letter shall  
11 be resent annually by first class mail.

12 2.4 The Proposition 65 Retail Warning Sign shall be printed on 65 pound stock in a  
13 size and format attached hereto as Exhibit G. The warnings shall state:

14 **"WARNING: This product contains lead, a chemical known**  
15 **to the State of California to cause cancer and**  
16 **birth defects and other reproductive harm. Do**  
17 **not place your hands in your mouth after**  
18 **handling the product. Do not place the**  
19 **product in your mouth. Wash your hands**  
20 **after touching this product."**

21 or

22 **"WARNING: This product contains lead, a chemical known**  
23 **to the State of California to cause cancer and**  
24 **birth defects and other reproductive harm."**

25 2.5 The "Instructions to Retailer" shall inform the retailer to post the warning signs  
26 in front of, or next to, unpackaged "Bulk" Products so that the warning is visible to the  
27 consumer and will be understood to apply only to the affected Products. An exemplar of the  
28 "Instructions to Retailers" is attached hereto as Exhibit H.





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1 paragraph 2.2 above or in accordance with a consent decree to which the  
2 Product's manufacturer is a party, or

3 (2) Unpackaged Products (Bulk Products described in paragraph 2.3 above)  
4 are displayed at the point of sale adjacent to a Proposition 65 Warning  
5 Sign as described in paragraph 2.4, such that the warning is visible to  
6 the consumer and will be understood to apply only to the affected  
7 Products.

8 2.8 Nothing in this Consent Judgment requires that warnings be given for Products  
9 sold for use outside the State of California.

10 3. CIVIL PENALTIES

11 Settling Defendants shall pay the sum of \$500,000 in two installments. The first  
12 payment of \$200,000 shall be paid on June 1, 2000. The second payment of \$300,000 shall be  
13 made on or before April 30, 2001. However, the second payment shall be waived if Settling  
14 Defendants take the two significant steps listed below which aim to reduce users' exposure to  
15 lead from fishing tackle by March 1, 2001. For purposes of this paragraph, Settling  
16 Defendants agree to implement a written Lead Reduction Policy to reduce lead exposure in  
17 California from fishing tackle. The Lead Reduction Policy is attached as Exhibit I. The Lead  
18 Reduction Policy identifies efforts that Settling Defendants will undertake and includes the  
19 following activities:

- 20 (1) Settling Defendant manufacturers will eliminate "bare" (uncoated) lead  
21 split/shot and other bare lead terminal tackle in fishing kits marketed in  
22 California to persons who are sixteen years of age and under; and  
23 (2) Settling Defendant distributors and retailers will eliminate the sale in  
24 California of unpackaged, bulk bare lead split/shot, sinkers and weights  
25 under four ounces.

26 A written report certifying Settling Defendants' lead exposure and reformulation efforts  
27 including a copy of the Lead Reduction Policy and a detailed description of its implementation  
28 of the two commitments provided above must be provided to Plaintiff by April 1, 2001. A

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1 single report shall be submitted on behalf of all Settling Defendants, but shall be signed by an  
2 officer of each company.

3 Plaintiff shall waive the second payment if by March 1, 2001, Settling Defendants:  
4 (1) remove 100% bare lead fishing tackle from 100% of the fishing kits manufactured and  
5 distributed by Settling Defendants' that are marketed in California to persons who are sixteen  
6 years of age or under; and (2) reduce the amount of unpackaged bulk bare lead split/shot,  
7 sinkers, and weights under four ounces that are sold in California from January 1, 2000 levels  
8 by 100% (by packaging them and placing appropriate warnings on each package). If Settling  
9 Defendants are unable to meet the above target, Plaintiff shall entertain, but not necessarily  
10 accept, other lead reduction efforts by Settling Defendants in lieu thereof. Settling Defendants  
11 shall be deemed to have complied with the lead reduction or reformulation provision if  
12 Plaintiff fails to send a certified letter to counsel for Settling Defendants to trigger the second  
13 payment in this matter by November 1, 2001.

14 If any Settling Defendant manufacturer fails to remove lead in fishing kits marketed in  
15 California to persons of sixteen years of age and under, or if any Settling Defendant distributor  
16 or retailer sells unpackaged bare lead weights under 4 oz. in California within six (6) months  
17 after the March 1, 2001 deadline (i.e. through September 1, 2001), it shall be subject to  
18 payment of a \$75,000 liquidated penalty. Before the \$75,000 liquidated penalty is triggered,  
19 Plaintiff must provide written notice to counsel for Settling Defendants identified in  
20 paragraph 17 in order to allow the Settling Defendant an opportunity to cure the alleged  
21 violation. If the violation is not cured within sixty (60) days from the date of the notice, then  
22 the liquidated penalty provision shall be triggered.

23 The payment or payments are to be made payable to "Chanler Law Group In Trust For  
24 Michael DiPirro." Penalty monies shall be apportioned by Plaintiff in accordance with Health  
25 & Safety Code § 25192, with 75% of these funds remitted to the State of California's  
26 Department of Toxic Substances Control.

27 ///

28

1     **4.     REIMBURSEMENT OF FEES AND COSTS.**

2             The parties acknowledge that Plaintiff offered to resolve the dispute without reaching  
3 terms on the amount of fees and costs to be reimbursed, thereby leaving this open issue to be  
4 resolved after the material terms of the agreement had been reached, and the matter settled.  
5 The Settling Defendants then expressed a desire to resolve the fee and cost issue concurrently  
6 with other settlement terms, so the parties tried to reach an accord on the compensation due to  
7 Plaintiff and his counsel under the private attorney general doctrine codified at C.C.P.  
8 § 1021.5.

9             On or before June 1, 2000, the Settling Defendants shall pay the sum of Three  
10 Hundred Ninety Thousand Dollars (\$390,000) to Plaintiff as reimbursement for Plaintiff's  
11 attorneys' fees and costs incurred to investigate and prosecute this matter, and to negotiate this  
12 Consent Judgment. Such payment shall be made by certified check, made payable to "Chanler  
13 Law Group," and received by June 1, 2000. This amount includes all fees and costs that may  
14 be incurred in the implementation of this Consent Judgment, and additional work to be  
15 performed by Plaintiff's attorneys until the entry of judgment. Except as specifically provided  
16 in this paragraph, each party shall bear its own costs and attorneys' fees.

17     **5.     MICHAEL DIPIRRO'S RELEASE OF SETTLING DEFENDANTS**

18             Michael DiPirro, by this Consent Judgment, on behalf of himself, his agents,  
19 representatives, attorneys, assigns and the citizens of the State of California, waives all rights  
20 to institute or participate in, directly or indirectly, any form of legal action, and releases all  
21 claims, liabilities, obligations, losses, costs, expenses, fines and damages, against Settling  
22 Defendants (defined for purposes of paragraph 5 to include their parent, subsidiaries,  
23 affiliates, divisions, subdivisions, directors, officers, employees, agents or attorneys) and their  
24 distributors, retailers, customers, directors, officers, employees, affiliates, predecessors,  
25 successors and assigns, whether under Proposition 65 or the Business & Profession Code  
26 § 17200 *et seq.* based on Settling Defendants' failure to warn about exposure to lead contained  
27 in any of the Products.

28     ///

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1     **6.     SETTLING DEFENDANTS' RELEASE OF MICHAEL DIPIRRO.**

2             Settling Defendants, by this Consent Judgment, waive all rights to institute any form of  
3 legal action against Michael DiPirro and his attorneys or representatives, for all actions or  
4 statements made by Michael DiPirro and his attorneys or representatives, up to the date of this  
5 Consent Judgment in the course of seeking enforcement of Proposition 65 or Business &  
6 Profession Code § 17200 against Defendants.

7     **7.     WAIVER OF THE PROVISIONS OF THE CALIFORNIA CIVIL CODE,**  
8             **SECTION 1542**

9             Plaintiff, on behalf of himself, his agents, representatives, attorneys, successors and  
10 assigns, and *not* in his representative capacity on behalf of citizens of the State of California,  
11 and Settling Defendants hereby waive the provision of the California Civil Code,  
12 Section 1542, which provides as follows: "A general release does not extend to claims which  
13 the creditor does not know or suspect to exist in his favor at the time of executing the release,  
14 which if known by him, must have materially affected his settlement with the debtor."

15     **8.     CLAIMS COVERED**

16             8.1     This Consent Judgment is a final and binding resolution between and among the  
17 Plaintiff and his agents and attorneys, acting on behalf of the general public, and Settling  
18 Defendants (defined for purposes of paragraph 8 to include their parent, subsidiaries,  
19 affiliates, divisions, subdivisions, directors, officers, employees, agents or attorneys), and  
20 their customers, distributors, wholesalers, retailers or any other person in the course of  
21 business who may use, maintain, or sell fishing tackle products that contain lead that were  
22 manufactured, sold or distributed by a Settling Defendant, with respect to any and all Claims,  
23 as defined in paragraph 8.4, which Settling Defendants or Plaintiff each now have or may  
24 hereafter have against each other, or any of them, whether based on actions committed or  
25 omitted by any of Settling Defendants, or by any entity within their chain of distribution,  
26 including, but not limited to, retail sellers, wholesalers, and any other person in the course of  
27 business, with respect to fishing tackle products that contain lead, manufactured, sold or

28     ///

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1 distributed by Settling Defendants. The Parties mutually release each other with  
2 respect to all such Claims.

3 8.2 Plaintiff further releases the Settling Defendants from any claim of alleged  
4 occupational or environmental exposure to lead from Products that contain lead.

5 8.3 Compliance with the terms of this Consent Judgment resolves any issue, now  
6 and in the past, concerning compliance by any Settling Defendant, its parent, subsidiaries,  
7 affiliates, predecessors, successors, divisions, subdivisions, directors, officers or employees,  
8 and its customers, distributors, wholesalers, retailers or any other person in the course of  
9 doing business who may use, maintain or sell fishing tackle products that contain lead, that  
10 were manufactured, sold, distributed, or labeled by Settling Defendants, with the requirements  
11 of Proposition 65 and Business and Professions Code § 17200, *et seq.*

12 8.4 For purposes of paragraph 8.1 of this Consent Judgment, "Claims" shall mean  
13 any and all manner of action or actions, cause or causes of action, in law or in equity,  
14 administrative actions, petitions, suits, debts, liens, contracts, agreements, promises,  
15 liabilities, claims, demands, known or unknown, fixed or contingent, that have existed, or  
16 now exist, all to the extent based upon, arising out of or relating to the compliance of Settling  
17 Defendants with Proposition 65, or regulations promulgated thereunder, and Business and  
18 Professions Code § 17200, *et seq.*, with respect to the distribution or use of the Products.

19 **9. ADDITIONAL PARTIES**

20 This Consent Judgment is executed with the understanding that additional parties not  
21 Settling Defendants, and presently unknown to Plaintiff, have manufactured, distributed or  
22 sold lead fishing products for use in the State of California since January 1, 1988, and that  
23 those parties may be subject either to a separate suit, or may be added to this Action as  
24 defendants sued under the fictitious names of Does 1 - 1000.

25 9.1 Any person or entity that employs ten or more persons, or who reasonably  
26 believes that at some time since January 1, 1988 it has employed ten or more persons, and  
27 who manufactured or distributed for use in California since January 1, 1988 lead fishing  
28 products may resolve any liabilities that may have arisen under Proposition 65 and the

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1 Business and Professions Code as a result of such distribution by "opting in" as a defendant in  
2 this case, and agreeing to settle claims against it under Proposition 65 and the Business and  
3 Professions Code by entering into this Consent Judgment. Any person who opts in shall be  
4 referred to as an "Opt-in Defendant." An Opt-in Defendant who enters into this Consent  
5 Judgment will be obligated to carry out the Proposition 65 Compliance Requirements set forth  
6 at paragraphs 2 and 3 above, and shall be considered a Settling Defendant for purposes of the  
7 second civil penalty payment and implementation of the Lead Reduction Plan. The deadline  
8 for compliance with paragraph 2 (Warnings) shall be May 1, 2001. The deadline for  
9 certifying compliance with the Lead Reduction Policy or payment of the stipulated additional  
10 penalty amount under paragraph 3 shall be September 1, 2001. To opt-in, the Opt-in  
11 Defendant shall submit its list of covered products for review and approval by Plaintiff prior to  
12 executing the Consent Judgment. Such Opt-in Defendant further shall pay the amount  
13 determined by the schedule set forth at paragraph 10 below. In consideration for these acts,  
14 said Opt-in Defendant shall be released from all claims against it pursuant to paragraphs 5  
15 & 8. The procedure for opting in is set forth at paragraphs 9.1.1, and 9.1.2 below.

16 9.1.1 Any person not named as a Defendant in a Complaint at the time this  
17 Consent Judgment is entered may, not later than 120 days after this Consent Judgment is  
18 approved by the Court, execute the opt-in stipulation at Exhibit D to this Consent Judgment,  
19 thus stipulating that it:

- 20 (a) sold lead fishing products for use in the State of California since
- 21 January 1, 1988; and
- 22 (b) agrees to accept service of a Notice of Intent to Sue under Cal.
- 23 Health and Safety Code § 25249.7(d), as implemented pursuant
- 24 to Cal. Code Regs. tit. 22, § 12903 ("Notice"), and waive any
- 25 rights to assert any defense based on inadequate notice, lack of
- 26 compliance with the requirements of Cal. Code Regs., tit. 22
- 27 § 12903, or any other defense alleged under Cal. Health and
- 28 Safety Code § 25249.6 *et. seq.*, or the regulations promulgated



1 costs incurred to investigate and prosecute this matter, to negotiate this Consent Judgment, and  
2 manage the Opt-In provision; and 30% to the American Sportfishing Association ("ASA")  
3 Trust Fund to administer the Opt-in provision, to implement the Lead Reduction Policy, and to  
4 pursue uniform State and Federal regulations concerning hazard warnings applicable to lead  
5 fishing products.

6 **10. SCHEDULE OF PAYMENTS FOR OPT-IN DEFENDANTS**

7 The settlement payments for Opt-In Defendants shall be determined by the schedules  
8 set forth in paragraphs 10.1 and 10.6 below.

9 10.1 Any Opt-In Defendant whose gross sales of such Products in the State of  
10 California did not exceed \$5,000 in calendar year 1999, must pay to Plaintiff the sum of  
11 \$10,000.

12 10.2 Any Opt-In Defendant whose gross sales of Products in California in calendar  
13 year 1999 exceeded \$5,000 but did not exceed \$15,000, must pay to Plaintiff the sum of  
14 \$15,000.

15 10.3 Any Opt-In Defendant whose gross sales of Products in California in calendar  
16 year 1999 exceeded \$15,000 but did not exceed \$30,000, must pay to Plaintiff the sum of  
17 \$20,000.

18 10.4 Any Opt-In Defendant whose gross sales of such Products in California in  
19 calendar year 1999 exceeded \$30,000 but did not exceed \$75,000, must pay to Plaintiff the  
20 sum of \$30,000.

21 10.5 Any Opt-In Defendant whose gross sales of such Products in California in  
22 calendar year 1999 exceeded \$75,000 but did not exceed \$150,000, must pay to Plaintiff the  
23 sum of \$40,000.

24 10.6 Any Opt-In Defendant whose gross sales of such products in California in  
25 calendar year 1999 exceeded \$150,000 but did not exceed \$250,000, must pay to Plaintiff the  
26 sum of \$50,000.

27 10.7 Any Opt-in Defendant whose gross sales of such products in California in  
28 calendar year 1999 exceeded \$250,000 must pay to Plaintiff the sum of \$60,000.



FULEY & LARUNER  
ATTORNEYS AT LAW  
ONE MARITIME SQUARE, SIXTH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-3404  
TELEPHONE: (415) 434-4484  
FACSIMILE: (415) 434-4507

1 **11. USE OF DOCUMENTS AND INFORMATION**

2 The Plaintiff shall not use confidential documents or information that Settling  
3 Defendants have produced in the course of this action or in settlement discussions, except in  
4 the course of monitoring compliance with the terms of this Consent Judgment. The Parties  
5 acknowledge that there is a Protective Order filed with the Court in this matter and that its  
6 terms shall continue to in force after entry of Judgment.

7 **12. RETENTION OF JURISDICTION**

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

9 **13. CHANGE OF LAW**

10 In the event that there is a change of state or federal law which Settling Defendants  
11 contend warrants modification of the warnings given under this Consent Judgment ("Change  
12 of Law"), Settling Defendants shall provide Plaintiff with ninety (90) days prior written notice  
13 of their intent to revise or eliminate the warning provisions under this Consent Judgment and  
14 shall submit a Notification of Intent to Revise Warnings ("Notification") given under this  
15 Consent Judgment to Plaintiff along with an explanation of the bases of their claim and all  
16 supporting data. Within ninety (90) days of receipt of Settling Defendants' Notification,  
17 Plaintiff shall provide Settling Defendants with written notice of his intent to challenge Settling  
18 Defendants' position (in the event that he chooses to make such a challenge). If Plaintiff fails  
19 to provide Settling Defendants written notice of his intent to challenge the Notification within  
20 ninety (90) days of receipt, Plaintiff shall waive all rights to challenge Settling Defendants  
21 determination that a change of law has occurred that warrants modification of the Consent  
22 Judgment as set forth in the Notification. Settling Defendants shall be entitled to limit or  
23 eliminate the warning provisions required under this Consent Judgment with respect to those  
24 Product(s) to which the Change of Law applies, and may, at their election, Petition this Court  
25 to Modify this Consent Judgment in accordance with the Notification.

26 If Plaintiff timely notifies Settling Defendants of his intent to challenge the  
27 Notification, Plaintiff and Settling Defendants shall negotiate in good faith for a period not to  
28 exceed thirty (30) days to attempt to reach a settlement of this issue. If a settlement is not

FULEY & LAKUNEK  
ATTORNEYS AT LAW  
ONE MARITIM AZA, SIXTH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-3404  
TELEPHONE: (415) 434-4484  
FACSIMILE: (415) 434-4507

1 reached, Plaintiff and Settling Defendants agree to submit such challenge to the superior court  
2 for determination, pursuant to the Court's continuing jurisdiction of this matter under C.C.P.  
3 § 664.6 and this Consent Judgment. The prevailing party shall be entitled to reasonable  
4 attorneys' fees and costs associated with bringing a motion brought under this paragraph to the  
5 Court for determination.

6 For purposes of this paragraph, Change of Law shall be broadly construed to include  
7 analytical, risk assessment or other data that shows an exposure to any or all Products poses  
8 "no significant risk" or will have "no observable effect," as each such standard is applicable  
9 and as each is defined under Health & Safety Code § 25249.10(c).

10 **14. SEVERABILITY**

11 In the event that any of the provisions of this Consent Judgment are held by a court to  
12 be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

13 **15. ATTORNEYS' FEES**

14 In the event that a dispute arises with respect to any provision(s) of this Consent  
15 Judgment, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

16 **16. GOVERNING LAW**

17 The terms of this Consent Judgment shall be governed by the laws of the State of  
18 California.

19 **17. NOTICES**

20 All correspondence to Michael DiPirro shall be mailed to:

21 Hudson Bair, Esq.  
22 Kapsack & Bair, L.L.P.  
23 1440 Broadway, Suite 610  
24 Oakland, CA 94612  
25 (510) 645-0027

26 or

27 ///

28 ///

///

ATTORNEYS AT LAW  
ONE MARITIME PLAZA, SIXTH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-3404  
TELEPHONE: (415) 434-4484  
FACSIMILE: (415) 434-4507

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Clifford A Chanler  
Chanler Law Group  
Magnolia Lane (off Huckleberry Hill)  
New Canaan, CT 06840-3801  
(203) 966-9911

All correspondence to Settling Defendants or ASA shall be mailed to:

Carol René Brophy  
Foley & Lardner  
One Maritime Plaza - Sixth Floor  
San Francisco, CA 94111-3404  
(415) 984-9840

**18. COMPLIANCE WITH REPORTING REQUIREMENTS**

The Parties affirm that a copy of this Consent Judgment was submitted to the California Attorney General's Office, in fulfillment of Health & Safety Code § 25249.7(f). (See Exhibit E.)

**19. COUNTERPARTS AND FACSIMILE**

This Consent Judgment may be executed in counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

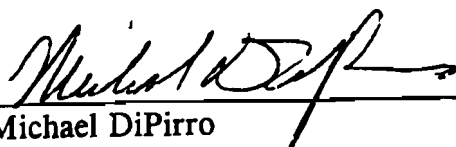
**20. AUTHORIZATION**

Each undersigned signatory to this Consent Judgment certifies that he or she has read, understood and agreed to all of the terms and conditions of this Consent Judgment. Each signatory further certifies that he or she is fully authorized by the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party represented and to legally bind that party.

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**AGREED TO:**

DATE: 0/1/00

  
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Michael DiPirro  
PLAINTIFF

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**AGREED TO:**

**DATE:** 6-28-00



Tony Paffo  
General Manager  
AA Worms, Inc.  
**DEFENDANT**

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**AGREED TO:**

DATE: 6/8/00

*Shirley Andrews*

Shirley Andrews  
President  
Andrews Sporting Goods, Inc. d/b/a/  
Turner's Outdoorsman  
DEFENDANT

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**AGREED TO:**

DATE: July 20, 2000

Larren T. Wood  
Larren T. Wood  
President  
Angler Technologies, Inc.  
DEFENDANT

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**AGREED TO:**

DATE:

6/18/00

Monte Minugh

Monte Minugh  
Bass Menu  
DEFENDANT

**BASS MENU  
PRO-TACKLE DISTRIBUTORS  
P.O. BOX 71016  
SHASTA LAKE, CA 96079  
(800) 224-8127**



AGREED TO:

DATE: 5/3/00

Susie Henry  
Susie Henry  
Bass Pro Outdoors Online, L.L.C.  
By its sole member Bass Pro, Inc.  
DEFENDANT

CONSENT JUDGMENT

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**AGREED TO:**

DATE: 5/31/00



Dana R. Pickup  
President  
Bead Tackle Inc.  
**DEFENDANT**

TO: CIVIL BROPHY  
RE 034300-0101

1 AGREED TO:  
2

3 DATE: 5/31/00

*Dana R. Pickup, Pres.*

4 Dana R. Pickup  
5 President  
6 Bead Tackle Inc.  
7 DEFENDANT  
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**AGREED TO:**

DATE: May 31, 2000

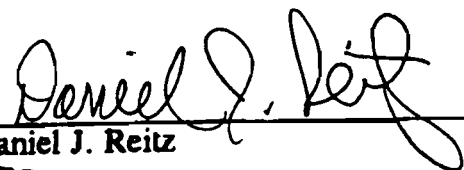
Gary S. Meade

Gary S. Meade  
Vice President  
Big 5 Corp. d/b/a Big 5 Sporting Goods  
DEFENDANT

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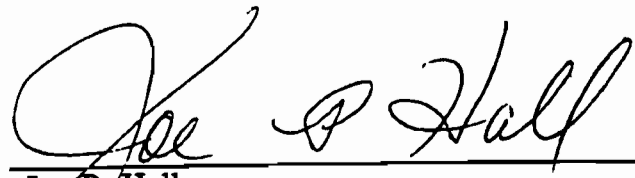
DATE: June 9, 2000

  
Daniel J. Reitz  
CFO  
Big Rock Sports, Inc. and subsidiaries All  
Sports, L.L.C.; Avis Sports, Inc.; AWR  
Sports, Inc.; Big Rock Sports Marketing, Inc.;  
CSI Sports, L.L.C.; Henry's Tackle, L.L.C.  
DEFENDANT

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**AGREED TO:**

DATE: 7-11-00



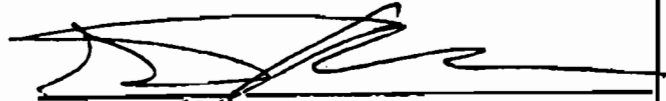
Joe P. Hall  
Blakemore Sales  
DEFENDANT

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**AGREED TO:**

**DATE:**

5/19/2002



Salvatore Vellone  
Bob Sands Fishing Tackle  
**DEFENDANT**

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**AGREED TO:**

DATE: 7-21-2000

*Peter F. Foley III*

Peter F. Foley, III  
President  
Boone Bait Company, Inc.  
DEFENDANT



AGREED TO:

DATE: 5/3/00


Susie Henry  
Susie Henry  
BPS Catalog, L.P.  
By its general partner,  
BPS Catalog GP, Inc.  
DEFENDANT

CONSENT JUDGMENT

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**AGREED TO:**

DATE: 7-7-00



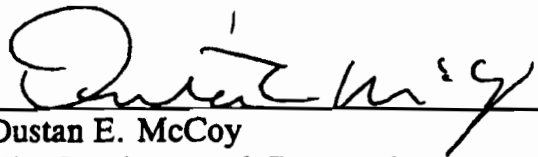
Dennis Braid  
Braid Products, Inc.  
DEFENDANT

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**AGREED TO:**

DATE:

5/31/00



Dustan E. McCoy  
Vice President and General Counsel  
Brunswick Corporation and its subsidiaries  
and Affiliates including but not limited to  
Zebco Division & Zebco Corporation  
DEFENDANT

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**AGREED TO:**

DATE: 6-12-06



David Roehr  
Vice President  
Cabela's Inc. & its subsidiaries  
**DEFENDANT**

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AGREED TO:

DATE: 6-9-00




W. Eric Cosby  
Secretary for the Corporation & National  
Sales Manager  
CEMCO, Inc. d/b/a Top Brass Tackle  
DEFENDANT

**FAXED**  
6-9-00

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**AGREED TO:**

DATE: 7/10/2000

  
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Michael H. Lavallee  
Columbia Packaging & Marketing, L.L.C.  
DEFENDANT

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AGREED TO:

DATE:

1 June 2000

Richard Haney

Richard Haney  
President  
Comal Tackle Company, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: 7/24/00

Michael R. Ford  
Michael R. Ford  
Dolphin Tackle  
DEFENDANT



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AGREED TO:

DATE:

6/9/00

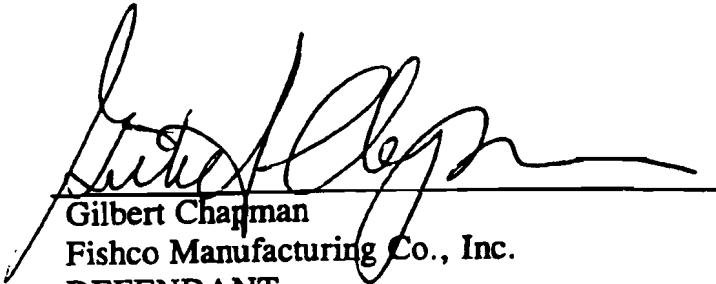
*Neil J. Miritello, P.E.*

Neil J. Miritello  
F.J. Neil Co., Inc.  
DEFENDANT

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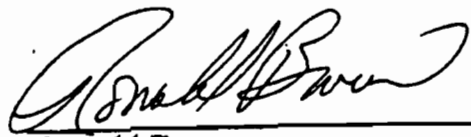
**AGREED TO:**

DATE: 7-6-00

  
\_\_\_\_\_  
Gilbert Chapman  
Fishco Manufacturing Co., Inc.  
DEFENDANT

1 **AGREED TO:**

2  
3 **DATE:** 7-3-00



4 **Ronald Brown**  
5 **Frank's Fisherman Supply, Inc.**  
6 **DEFENDANT**

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**AGREED TO:**

DATE:

6-30-00

*Perry Kerson*

Perry Kerson  
Owner  
G & M Sales, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: 06-09-00



John Pucci *Giampiero Pucci*  
CEO  
G. Pucci & Sons, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: June 7 / 2000



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Sydney T. Pallister  
President  
Gibbs/Nortac Industries Ltd. Gibbs/Nortac  
Industries (U.S.) Ltd.  
DEFENDANT

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**AGREED TO:**

DATE: 5/30/00

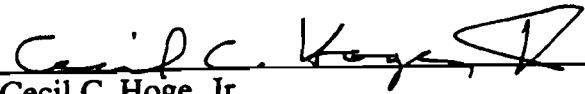
*Edward F. John*

Edward F. John  
President, CEO  
Gudebrod, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: 6/12/2000

  
Cecil C. Hoge, Jr.  
Harrison Hoge Industries, Inc.  
DEFENDANT



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**AGREED TO:**

DATE: 6/26/2000

*Antonio Figueiredo*  
\_\_\_\_\_  
Antonio Figueiredo  
President  
Hayward Fishing Supplies, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: June 9, 2022

Wayne Hendrix

Wayne Hendrix  
Hendrix Ranch d/b/a Hendrix Bait & Tackle  
DEFENDANT

**FAXED**

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**AGREED TO:**

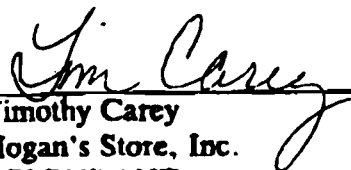
DATE: 6/30/2,000

Jonah Li  
Jonah Li  
Hi's Tackle Box  
DEFENDANT

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**AGREED TO:**

DATE: 7/24/00

  
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Timothy Carey  
Hogan's Store, Inc.  
DEFENDANT

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**AGREED TO:**

**DATE:** 03 JULY 00



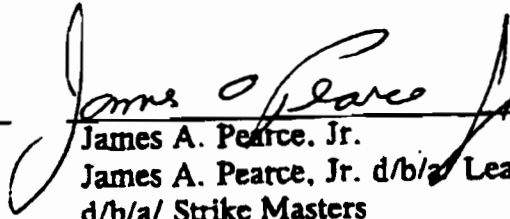
**Bill Hutchison  
ITC/Anglers Attic  
DEFENDANT**

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**AGREED TO:**

DATE:

*6/1/00*



James A. Pearce, Jr.  
James A. Pearce, Jr. d/b/a Lead Masters  
d/b/a Strike Masters  
**DEFENDANT**

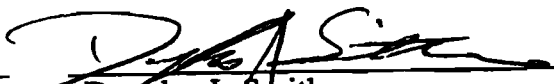
*FILED: 6/9/00 9:49 AM  
ATTN DEBORAH TRITT*

*CONSENT JUDGMENT ORIGINAL*

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**AGREED TO:**

DATE: 7/31/00



Douglas J. Smith  
Just Fishin' L.L.C. d/b/a Jerry's  
Tournament Tackle  
DEFENDANT

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**AGREED TO:**

DATE: June 5, 00

Scott W Brown  
CFO - Berkeley, Inc.  
Johnson Worldwide Associates, Inc.  
DEFENDANT



1 **AGREED TO:**

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3 **DATE:** 6-29-00

*Wayne Kent*

4 **Wayne Kent**  
5 **Knight Manufacturing Company, Inc. d/b/a**  
6 **Crème Lure Company, Burke Flex-O**  
7 **Products, and Burke Fishing**  
8 **DEFENDANT**

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**AGREED TO:**

DATE: JUNE 09, 2000

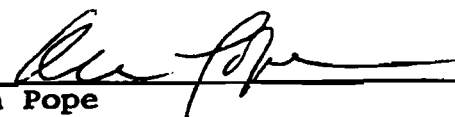
Carl W. Vogler Sr.  
Carl W. Vogler, Sr.  
Lawson's Landing, Inc.  
DEFENDANT

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**AGREED TO:**

**DATE:**

6-9-00




Alan Pope  
Assistant General Counsel  
Longs Drug Stores California, Inc.  
**DEFENDANT**

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**AGREED TO:**

DATE: 7/12/00

  
Philip W. Jensen  
Luhr Jensen & Sons, Inc.  
DEFENDANT

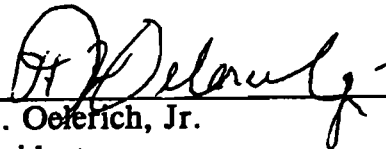
Philip W. Jensen  
Luhr Jensen & Sons, Inc.  
DEFENDANT

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**AGREED TO:**

DATE:

6/5/00

  
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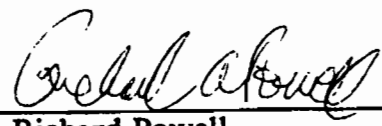
F.J. Oefelich, Jr.  
President  
Mann's Bait Company, Inc.  
**DEFENDANT**

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**AGREED TO:**

DATE:

7/10/00

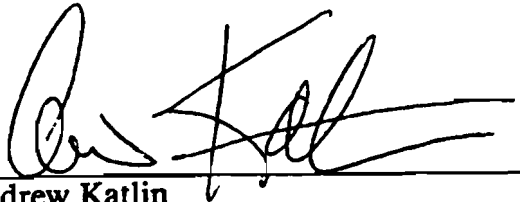


**Richard Powell  
President  
Mason Tackle Co.  
DEFENDANT**

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**AGREED TO:**

**DATE:** \_\_\_\_\_

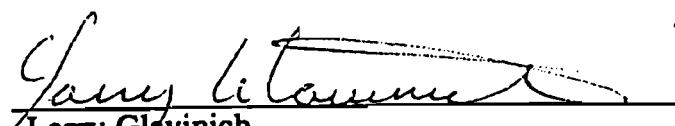


Andrew Katlin  
General Counsel  
Maurice Sporting Goods Company  
DEFENDANT

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**AGREED TO:**

DATE: 7-7-00



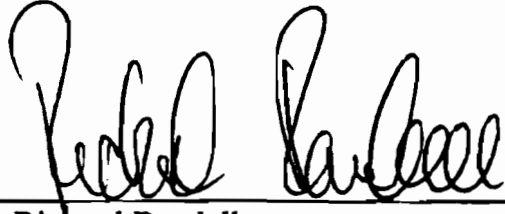
Larry Glavinich  
Mojo Lures  
DEFENDANT



1 **AGREED TO:**

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4 DATE: \_\_\_\_\_

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Richard Randall  
Vice President  
Oshman Sporting Goods Co., California  
DEFENDANT

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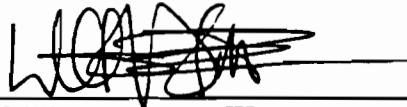
DATE: 7-7-00



Dennis Braid  
Outback Industries, Inc.  
DEFENDANT

**AGREED TO:**

DATE: 06/02/00

A handwritten signature in black ink, appearing to read 'W. Stava, III', written over a horizontal line.


William J. Stava, III  
Outdoor Innovations, L.L.C. d/b/a Horizon  
Lures, L.P. and Okiebug Design and  
Manufacturing L.L.C.  
DEFENDANT

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**AGREED TO:**

DATE:

*7/12/10*




Katsuhiro Shitanishi  
Owner American Corp.  
DEFENDANT

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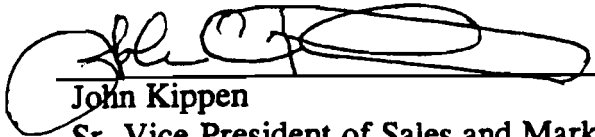
DATE: 6/1/2000

  
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Yoshihiro Nakao  
Pace Products, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: 6/12/00

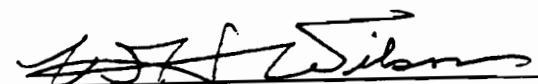


John Kippen  
Sr. Vice President of Sales and Marketing  
Plano Molding Company  
DEFENDANT

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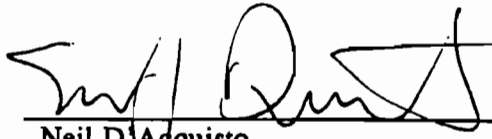
DATE: 6/1/00



William H. Wilson  
Vice President & General Manager  
Plastic Research and Development  
Corporation d/b/a PRADCO  
DEFENDANT

**AGREED TO:**

DATE: 5 JULY 00 \_\_\_\_\_




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Neil D Acquisto  
President  
Point Wilson Co.  
DEFENDANT



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**AGREED TO:**


DATE: 7-7-00

  
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Michael Scaglione  
Raccolta Del Pacifico d/b/a Pacific Catch  
d/b/a Black Belt Offshore Fishing Equipment  
DEFENDANT

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**AGREED TO:**

DATE: 6/13/00

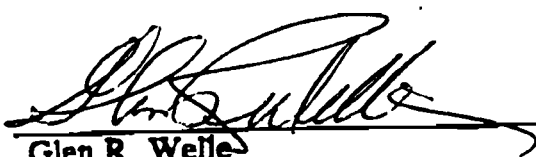


William J. Coyne  
Secretary  
Raley's on behalf of itself & its subsidiaries:  
Bel Air Mart Nob Hill General Store, Inc.  
Warehouse Concepts d/b/a/ Food Source  
DEFENDANT

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**AGREED TO:**


DATE: June 13, 2000

  
Glen R. Welle  
R.J. Tackle, Inc./Bagley International  
DEFENDANT

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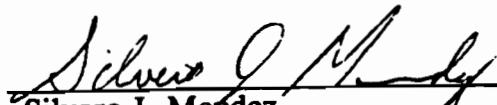
DATE: 6/1/00.

  
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Stephen C. Greer  
Chief Operating Officer - U.S.  
Rapala Normark Corporation  
DEFENDANT

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**AGREED TO:**

DATE: 6-7-00

  
Silvero J. Mendez  
Rodstrainer Tackle Company  
DEFENDANT

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**AGREED TO:**

DATE:

August 8, 2000 Valerie D. Lewis

Valerie D. Lewis  
Senior Corporate Counsel  
Safeway, Inc. & the Vons Companies, Inc.  
DEFENDANT

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**AGREED TO:**

DATE: July 5, 2000

Troy D. Henry Jr  
Troy D. Henry, Jr.  
Sea Striker, Inc.  
DEFENDANT

**AGREED TO:**

DATE: 6/29/00

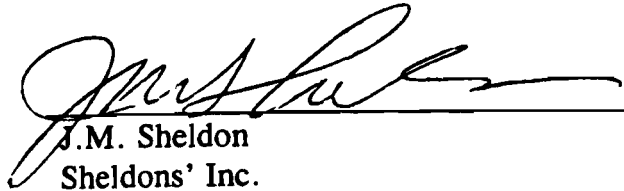
  
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William Buchanan  
Seven Strand Tackle Corporation  
DEFENDANT



**AGREED TO:**

DATE:

6-1-00



J.M. Sheldon  
Sheldons' Inc.  
DEFENDANT

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**AGREED TO:**

DATE:

6/26/00



Robert A. Salamon  
President  
Sport & Court, Inc. d/b/a Sav-On Tackle,  
Sav-On, Wayne's Tackle, Fishermen's  
Hardware  
DEFENDANT

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**AGREED TO:**

DATE: 5/31/00

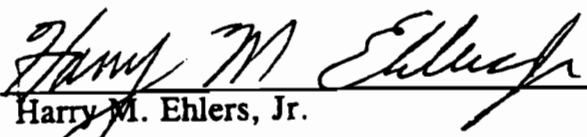
*Burt Steinburg*

**Burt Steinburg  
Sportsman's Specialty Group, Inc.  
DEFENDANT**

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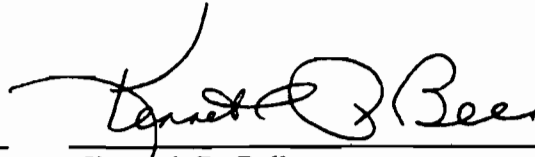
DATE: 7-11-00



Harry M. Ehlers, Jr.  
President  
Snag Proof Manufacturer, Inc.  
DEFENDANT

**AGREED TO:**

DATE: 6/29/00


A handwritten signature in black ink, appearing to read "Kenneth R. Bell", written over a horizontal line.

**Kenneth R. Bell  
Senior Vice President  
Sunbeam Corporation & The Coleman  
Company, Inc.  
DEFENDANT**

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**AGREED TO:**

DATE: 7-7-00

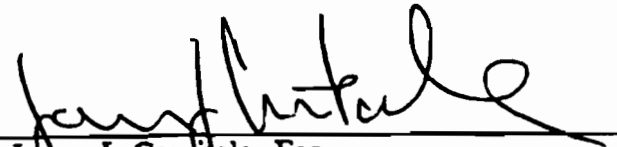
  
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Michael D. Sweeney  
Sweeney's Sports  
DEFENDANT

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**AGREED TO:**

DATE:

6/14/2000



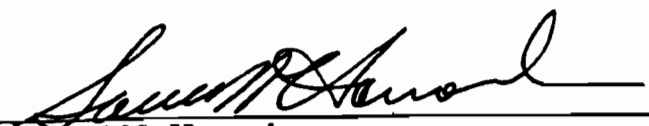
James J. Comitale, Esq.  
Thrifty Payless, Inc. d/b/a  
Rite Aid  
DEFENDANT

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**AGREED TO:**

DATE:

July 21, 2000




Samuel N. Harrosh  
President  
Tri-City Sporting Goods, Inc.  
DEFENDANT



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**AGREED TO:**

DATE: 06/02/00



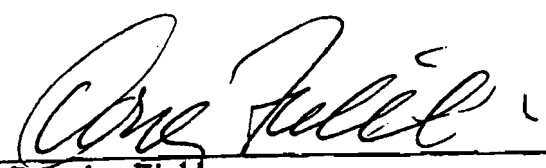
Keith Mirchandani  
Tristar Products, Inc.  
DEFENDANT

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AGREED TO:

DATE: 6-1-00



Douglas Field  
True North Trading Company, Inc. (parent  
companies/Buzz Bomb & Zzinger Lures)  
DEFENDANT

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**AGREED TO:**

DATE: June 1, 2000


Alan P. Jones Jr.

Alan P. Jones, Jr.  
Uncle Josh Bait Company  
DEFENDANT

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**AGREED TO:**

DATE: 6/8/00

  
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Angelo Pucci  
Universal Telescopic, L.L.C.  
DEFENDANT

1 **AGREED TO:**

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4 DATE: \_\_\_\_\_

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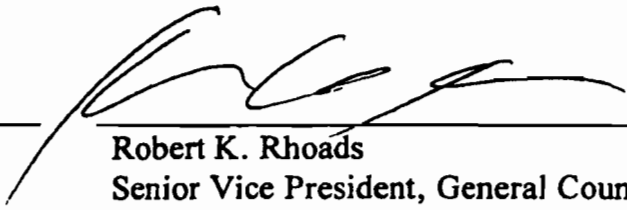
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Robert Kaplan  
Corporate Secretary  
Umpqua Acquisition Corp. c/o Columbia  
Naples Capital, L.L.C. d/b/a Umpqua  
Feather Merchants  
DEFENDANT

1 **AGREED TO:**

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3  
4 **DATE:** \_\_\_\_\_



5 **Robert K. Rhoads**  
6 **Senior Vice President, General Counsel, &**  
7 **Secretary**  
8 **Wal-Mart Stores, Inc.**  
9 **DEFENDANT**

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**AGREED TO:**

DATE: MAY 30, 2000

*Steven R. Elowitz*  
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 Steven R. Elowitz  
 President  
 Western-Hoegge Co.  
 DEFENDANT

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**AGREED TO:**

DATE: 06/29/00

Ed Wolfe

Ed Wolfe  
Woody Manufacturing Co. & Awesome  
Waters  
DEFENDANT



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**AGREED TO:**

DATE: 6/12/00

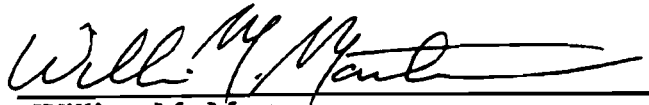


Donn Schaible  
 Chief Financial Officer  
 Wright & McGill Co. d/b/a Eagle Claw  
 Fishing Tackle  
 DEFENDANT

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**AGREED TO:**

DATE: 6-8-2000



**William M. Masterson  
President  
Yakima Bait Company  
DEFENDANT**

1 **AGREED TO:**

2  
3 **DATE:**

6/19/00

*Roderick Marecle*

Roderick Marecle  
President  
Zak Tackle Mfg. Co., Inc.  
DEFENDANT

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**APPROVED AS TO FORM:**

DATE: 6/1/00

Hudson 73

Hudson T. Bair,  
Counsel to Michael DiPirro  
PLAINTIFF

**APPROVED AS TO FORM:**

DATE: June 1, 2000

Carol René Brophy

Carol René Brophy  
Foley & Lardner  
Counsel to SETTLING DEFENDANTS

**IT IS SO ORDERED:**

DATE: AUG 29 2000

ALFRED G. CHIANTELLI  
Presiding Judge

JUDGE OF THE SUPERIOR COURT

# **Exhibit A**

## **EXHIBIT A**

### **List of Products Covered by this Consent Judgment**

It is the intent of this Consent Judgment to cover all fishing tackle products and components that contain lead, and that the term "fishing tackle" shall be broadly construed to include all articles, components, devices, accouterments and other equipment that an individual may use to catch a fish contain lead, including metal alloys and other substrates that contain lead. For example, "fishing tackle" includes all fishing tackle products and components, and is not limited to the following:

Sinkers, weights, and anchors

Jigs, jig heads, and lead heads

Lures, lure heads and "leaded" core line

Hooks

Bobbers and floats

Buoys

Spinners and spinner blades

Spinnerbaits

Leaders, ganions and rigs

Fittings, closures, and decorations on fishing tackle (such as, tackle boxes, rods, reels, and waders)

Components: swivels, snaps, bells, rings

Accessories: handles, plates, bait threading needles, traps, nets, baskets, cages, gaffs, sinker releases, rod holders, skimmers, hook removers, bait boxes, swagger, line winders, wire, wire twisters, line protectors, and fisherman's tools.

# **Exhibit B**

ENDORSED  
FILED  
San Francisco County Superior Court

AUG 11 2000

ALAN CARLSON, Clerk  
BY: KEVIN R. DOUGHERTY  
Deputy Clerk

1 Hudson Bair, State Bar No. 172593  
KAPSACK & BAIR, LLP  
2 1440 Broadway, Suite 610  
Oakland, CA 94612  
3 Tel: (510) 645-0027

4 Clifford A. Chanler, State Bar No. 135534  
CHANLER LAW GROUP  
5 Magnolia Lane (off Huckleberry Hill)  
New Canaan, CT 06840-3801  
6 Tel: (203) 966-9911

7 Attorneys for Plaintiff  
8 MICHAEL DiPIRRO

9  
10 SUPERIOR COURT OF CALIFORNIA

11 IN AND FOR THE COUNTY OF SAN FRANCISCO

12  
13 MICHAEL DiPIRRO, )  
14 Plaintiff )  
15 v. )  
16 WESTERN-HOEGEE COMPANY; BIG 5 )  
17 SPORTING GOODS CORP.; COLEMAN )  
18 COMPANY. INC.; SUNBEAM )  
CORPORATION; GUDEBROD, INC.; JWA- )  
19 FISHING; JWA MANKATO, INC.; )  
JOHNSON WORLDWIDE ASSOCIATES, )  
20 INC.;; MISTER TWISTER L.L.C.; )  
THRIFTY PAYLESS, INC D/B/A RITE )  
AID; WAL-MART STORES, INC;; )  
BRUNSWICK CORPORATION AND ITS )  
22 SUBSIDIARIES AND AFFILIATES )  
INCLUDING BUT NOT LIMITED TO )

Case No. 306243

FIRST AMENDED CONSOLIDATED  
COMPLAINT FOR INJUNCTIVE  
RELIEF AND CIVIL PENALTIES

Health & Safety Code §25249;  
Bus. & Prof. Code §17200;

(other)

23 COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES  
24



1 ZEBCO DIVISION & ZEBCO )  
CORPORATION; AA WORMS, INC.; )  
2 ANDREWS SPORTING GOODS, INC. )  
D/B/A TURNER'S OUTDOORSMAN; )  
3 ANGLER TECHNOLOGIES, INC.; BASS )  
MENU; BASS PRO OUTDOORS ONLINE, )  
4 L.L.C. ; BEAD TACKLE, INC.; BIG ROCK )  
SPORTS, INC. AND SUBSIDIARIES: ALL- )  
5 SPORTS, L.L.C., AVIS SPORTS, INC., )  
AWR SPORTS, INC., BIG ROCK SPORTS )  
6 MARKETING, INC., CSI SPORTS, L.L.C., )  
HENRY'S TACKLE, L.L.C.; BLAKEMORE )  
7 SALES; BOB SANDS FISHING TACKLE; )  
BOONE BAIT COMPANY, INC.; BPS )  
8 CATALOG, L.P.; BRAID PRODUCTS, )  
INC.; CABELA'S INC. & ITS )  
9 SUBSIDIARIES; CEMCO, INC. D/B/A TOP )  
BRASS TACKLE; COLUMBIA )  
10 PACKAGING & MARKETING, L.L.C.; )  
COMAL TACKLE COMPANY, INC.; )  
11 DOLPHIN TACKLE; F.J. NEIL CO., INC.; )  
FISHCO MANUFACTURING CO., INC.; )  
12 FRANK'S FISHERMAN SUPPLY, INC.; )  
G & M SALES, INC.; G. PUCCI & SONS, )  
13 INC.; GIBBS/NORTAC INDUSTRIES LTD. )  
GIBBS/NORTAC INDUSTRIES (U.S.) )  
14 LTD.; HARRISON HOGE INDUSTRIES, )  
INC.; HAYWARD FISHING SUPPLIES, )  
15 INC.; HENDRIX RANCH D/B/A HENDRIX )  
BAIT & TACKLE; HI'S TACKLE BOX; )  
16 HOGAN'S STORE, INC.; ITC/ANGLERS )  
ATTIC; JAMES A. PEARCE, JR. D/B/A )  
17 LEAD MASTERS D/B/A STRIKE )  
MASTERS; JUST FISHIN' L.L.C. D/B/A )  
18 JERRY'S TOURNAMENT TACKLE; )  
KNIGHT MANUFACTURING COMPANY, )  
19 INC. D/B/A CRÈME LURE COMPANY, )  
BURKE FLEX-O PRODUCTS, AND )  
20 BURKE FISHING; LAWSON'S LANDING, )  
INC.; LONGS DRUG STORES )  
CALIFORNIA, INC.; LUHR JENSEN & )  
21 SONS, INC.; MANN'S BAIT COMPANY, )  
INC.; MASON TACKLE CO.; MAURICE )  
22

23 COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

1 SPORTING GOODS COMPANY; MOJO )  
LURES; OSHMAN SPORTING GOODS )  
2 CO., CALIFORNIA; OUTBACK )  
INDUSTRIES, INC.; OUTDOOR )  
3 INNOVATIONS, L.L.C. D/B/A HORIZON )  
LURES, L.L.P. AND OKIEBUG DESIGN )  
4 AND MANUFACTURING, L.L.C.; )  
OWNER AMERICAN CORP.; PACE )  
5 PRODUCTS, INC.; RACCOLTA DEL )  
PACIFICO, D/B/A PACIFIC CATCH )  
6 D/B/A/ BLACK BELT OFFSHORE )  
FISHING EQUIPMENT; PLANO )  
7 MOLDING COMPANY; PLASTIC )  
RESEARCH AND DEVELOPMENT )  
8 CORPORATION, D/B/A PRADCO; POINT )  
WILSON COMPANY; R.J. TACKLE, )  
9 INC./BAGLEY INTERNATIONAL; )  
RALEY'S & ITS SUBSIDIARIES : BEL AIR )  
MART, NOB HILL GENERAL STORE, )  
INC., WAREHOUSE CONCEPTS D/B/A )  
11 FOOD SOURCE; RAPALA NORMARK )  
CORPORATION; RODSTRAINER TACKLE )  
12 COMPANY; SAFEWAY, INC. & THE )  
VONS COMPANIES, INC.; SEA STRIKER, )  
13 INC.; SEVEN STRAND TACKLE )  
CORPORATION; SHELDONS' INC.; SNAG )  
14 PROOF MANUFACTURING, INC.; )  
SPORT & COURT, INC. D/B/A SAV-ON )  
15 TACKLE, SAV-ON WAYNE'S TACKLE, )  
FISHERMEN'S HARDWARE; )  
16 SPORTSMAN'S SPECIALTY GROUP, )  
INC.; SWEENEY'S SPORTS; TRI-CITY )  
17 SPORTING GOODS, INC.; TRISTAR )  
PRODUCTS, INC.; TRUE NORTH )  
18 TRADING COMPANY, INC. (PARENT )  
COMPANIES/BUZZ BOMB & ZZINGER )  
19 LURES); UMPQUA ACQUISITION CORP. )  
C/O COLUMBIA NAPLES CAPITAL, )  
20 L.L.C. D/B/A UMPQUA FEATHER )  
MERCHANTS; UNCLE JOSH BAIT )  
COMPANY; UNIVERSAL TELESCOPIC, )  
L.L.C.; WOODY MANUFACTURING CO. )  
22 & AWESOME WATERS COMPANY; )

23 COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

1 WRIGHT & MCGILL COMPANY D/B/A )  
EAGLE CLAW FISHING TACKLE; )  
2 YAKIMA BAIT COMPANY; ZAK TACKLE )  
MFG., INC. and DOES 1 through 1000, )  
3 Defendants. )  
4 \_\_\_\_\_ )  
5 )

6 MICHAEL DiPIRRO, by and through his counsel, hereby alleges:

7 INTRODUCTION

8 1. This complaint seeks to remedy defendants' continuing failure to  
9 warn thousands of individuals in California of their exposure to chemicals known to the  
10 State of California to cause either cancer or birth defects (or other reproductive harm), or  
11 both. Such exposure has occurred, and continues to occur, through the use of defendants'  
12 fishing tackle products that contain lead, which shall be broadly construed to include all  
13 articles, devices, accouterments and other equipment that an individual may use to catch a  
14 fish that contain lead, including metal alloys and other substrates that contain lead  
15 (hereinafter the "PRODUCTS").  
16

17 2. Under California's Safe Drinking Water and Toxic Enforcement Act  
18 of 1986, Health & Safety Code §25249.5 et seq.<sup>1</sup> (also known as "Proposition 65"), a  
19 business must provide individuals with a "clear and reasonable warning" before exposing  
20

21 \_\_\_\_\_  
22 <sup>1</sup> Unless specifically noted, all statutory citations refer to California law.

1 them to certain toxic chemicals designated by the State of California as known to cause  
2 cancer or birth defects (or other reproductive harm), unless the business responsible for  
3 the exposure can prove that it fits within a statutory exemption.

4 3. Primary defendants' failure to provide proper warnings with the sale  
5 of the PRODUCTS is a violation of Proposition 65 and constitutes an act of unfair  
6 competition which may be enjoined by the Court pursuant to Health & Safety Code  
7 §25249.7(a) and Business & Professions Code §17203.

8 4. Plaintiff seeks injunctive relief to compel defendants to provide  
9 California users of the PRODUCTS with clear and reasonable warnings regarding the  
10 known carcinogenicity and reproductive toxicity of lead contained in the PRODUCTS.

11 5. Plaintiff also seeks civil penalties against primary defendants for  
12 their violations of Proposition 65, as provided for by Health & Safety Code §25249.7(b),  
13 as well as restitution, as provided for by Health & Safety Code §25249.7. Additionally,  
14 plaintiff seeks restitution against all defendants for unfair competition pursuant to Business  
15 & Professions Code §17203.

**PARTIES**

1  
2           6.     Plaintiff Michael DiPirro is a citizen of California residing in the  
3 City and County of San Francisco, who is dedicated to protecting the health of California  
4 citizens, including the elimination or reduction of toxic exposures.

5           7.     Michael DiPirro is bringing this enforcement action in the public  
6 interest pursuant to Health & Safety Code §25249.7(d) and Business & Professions Code  
7 §17204.

8           8.     Primary defendants WESTERN-HOEGEE COMPANY, BIG 5  
9 SPORTING GOODS CORP., COLEMAN COMPANY, INC., SUNBEAM  
10 CORPORATION, GUDEBROD, INC., JWA-FISHING, JWA MANKATO, INC.,  
11 JOHNSON WORLDWIDE ASSOCIATES, INC., MISTER TWISTER, L.L.C.,  
12 THRIFTY PAYLESS INC. D/B/A RITE AID, WAL-MART STORES, INC., ZEBCO  
13 CORP., BRUNSWICK CORP.(hereinafter "PRIMARY DEFENDANTS"), are persons  
14 within the meaning of Business & Professions Code §17201 and are persons doing  
15 business within the meaning of Health & Safety Code §25249.11.

16           9.     Related defendants subject to Proposition 65 regulation (hereinafter  
17 "RELATED PRIMARY DEFENDANTS") ANDREWS SPORTING GOODS, INC.  
18 D/B/A TURNER'S OUTDOORSMAN; ANGLER TECHNOLOGIES, INC.; BASS PRO  
19 OUTDOORS ONLINE, L.L.C. ; BIG ROCK SPORTS, INC. AND SUBSIDIARIES  
20 ALL-SPORTS, L.L.C., AVIS SPORTS, INC., AWR SPORTS, INC., BIG ROCK  
SPORTS MARKETING, INC., CSI SPORTS, L.L.C., HENRY'S TACKLE, L.L.C.;  
22 BLAKEMORE SALES; BPS CATALOG, L.P.; CABELA'S INC. & ITS

1 SUBSIDIARIES; CEMCO, INC. D/B/A TOP BRASS TACKLE; COMAL TACKLE  
2 COMPANY, INC.; FISHCO MANUFACTURING CO., INC.; GIBBS/NORTAC  
3 INDUSTRIES LTD. GIBBS/NORTAC INDUSTRIES (U.S.) LTD.; HARRISON HOGE  
4 INDUSTRIES, INC.; HENDRIX RANCH D/B/A HENDRIX BAIT & TACKLE;  
5 HOGAN'S STORE, INC.; JAMES A. PEARCE, JR. D/B/A LEAD MASTERS D/B/A  
6 STRIKE MASTERS; KNIGHT MANUFACTURING COMPANY, INC. D/B/A CRÈME  
7 LURE COMPANY, BURKE FLEX-O PRODUCTS, AND BURKE FISHING;  
8 LAWSON'S LANDING, INC.; LONGS DRUG STORES CALIFORNIA, INC.; LUHR  
9 JENSEN & SONS, INC.; MANN'S BAIT COMPANY, INC.; MASON TACKLE CO.;  
10 MAURICE SPORTING GOODS COMPANY; MOJO LURES; OSHMAN SPORTING  
11 GOODS CO., CALIFORNIA; OUTDOOR INNOVATIONS, L.L.C. D/B/A HORIZON  
12 LURES, L.L.P. AND OKIEBUG DESIGN AND MANUFACTURING, L.L.C.;  
13 PLASTIC RESEARCH AND DEVELOPMENT CORPORATION, D/B/A PRADCO;  
14 POINT WILSON COMPANY; R.J. TACKLE, INC./BAGLEY INTERNATIONAL;  
15 RALEY'S & ITS SUBSIDIARIES : BEL AIR MART, NOB HILL GENERAL STORE,  
16 INC., WAREHOUSE CONCEPTS D/B/A FOOD SOURCE; SAFEWAY INC.; SEA  
17 STRIKER, INC.; SEVEN STRAND TACKLE CORPORATION; SNAG PROOF  
18 MANUFACTURING, INC.; SPORT & COURT, INC. D/B/A SAV-ON TACKLE,  
19 SAV-ON WAYNE'S TACKLE, FISHERMEN'S HARDWARE; SPORTSMAN'S  
20 SPECIALTY GROUP, INC.; THE VONS COMPANIES, INC.; TRISTAR PRODUCTS,  
21 INC.; TRUE NORTH TRADING COMPANY, INC. (PARENT COMPANIES/BUZZ  
22 BOMB & ZZINGER LURES); UMPQUA ACQUISITION CORP. C/O COLUMBIA

23 COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES  
24

1 NAPLES CAPITAL, L.L.C. D/B/A UMPQUA FEATHER MERCHANTS;  
2 UNIVERSAL TELESCOPIC, L.L.C.; WRIGHT & MCGILL COMPANY D/B/A  
3 EAGLE CLAW FISHING TACKLE; YAKIMA BAIT COMPANY; ZAK TACKLE  
4 MFG., INC. (hereinafter "RELATED PRIMARY DEFENDANTS"), are persons within  
5 the meaning of Business & Professions Code §17201 and are persons doing business  
6 within the meaning of Health & Safety Code §25249.11.

7 10. Related defendants not subject to Proposition 65 regulation  
8 (hereinafter "RELATED SECONDARY DEFENDANTS") AA WORMS, INC.; BASS  
9 MENU; BEAD TACKLE, INC.; BOB SANDS FISHING TACKLE; BOONE BAIT  
10 COMPANY, INC.; BRAID PRODUCTS, INC.; COLUMBIA PACKAGING &  
11 MARKETING, L.L.C.; DOLPHIN TACKLE; F.J. NEIL CO., INC.; FRANK'S  
12 FISHERMAN SUPPLY, INC.; G & M SALES, INC.; G. PUCCI & SONS, INC.;  
13 HAYWARD FISHING SUPPLIES, INC.; HI'S TACKLE BOX; ITC/ANGLERS ATTIC;  
14 JUST FISHIN' L.L.C. D/B/A JERRY'S TOURNAMENT TACKLE; OUTBACK  
15 INDUSTRIES, INC.; OWNER AMERICAN CORP.; PACE PRODUCTS, INC.;  
16 RACCOLTA DEL PACIFICO, D/B/A PACIFIC CATCH D/B/A/ BLACK BELT  
17 OFFSHORE FISHING EQUIPMENT; PLANO MOLDING COMPANY; RAPALA  
18 NORMARK CORPORATION; RODSTRAINER TACKLE COMPANY; SHELDONS'  
19 INC.; SWEENEY'S SPORTS; TRI-CITY SPORTING GOODS, INC.; UNCLE JOSH  
20 BAIT COMPANY; WOODY MANUFACTURING CO. & AWESOME WATERS;  
(hereinafter "RELATED SECONDARY DEFENDANTS"), are persons doing business  
21 within the meaning of the Business and Professions Code §17201.





1           16.    Proposition 65 requires that individuals be provided with a "clear  
2 and reasonable warning" before being exposed to chemicals listed by the State of  
3 California as carcinogens or reproductive toxins. Health & Safety Code §25249.6 states,  
4 in pertinent part: "No person in the course of doing business shall knowingly and  
5 intentionally expose any individual to a chemical known to the state to cause cancer or  
6 reproductive toxicity without first giving clear and reasonable warning to such individual.  
7 . . ."

8           17.    Based on information and a good faith belief, plaintiff alleges that  
9 one or more of the PRODUCTS have been offered for sale to, or used by, individuals in  
California without clear and reasonable warning since June 22, 1995. The PRODUCTS  
11 continue to be offered for sale in California without the requisite warning.

12           18.    As a proximate result of acts by PRIMARY DEFENDANTS as  
13 persons in the course of doing business within the meaning of Health & Safety Code  
14 §25249.6 and §25249.11, individuals throughout the State of California have been exposed  
15 to the Proposition 65-listed chemicals without "clear and reasonable warnings." The  
16 individuals subject to exposure include normal and foreseeable users of the PRODUCTS,  
17 and all other persons exposed to the hazardous chemical at issue. This complaint seeks  
18 relief only to the extent it would be consistent with the June 6, 1997, decision of the U.S.  
19 Occupational Safety & Health Administration with respect to exposures occurring in  
20 settings regulated by the OSH Act as a result of PRODUCTS manufactured outside the  
21 State of California.

1            19.    Based on information and good faith belief, plaintiff alleges that, at  
2 all times relevant to this action, PRIMARY DEFENDANTS and RELATED  
3 DEFENDANTS knew and intended that the PRODUCTS contained and continue to  
4 contain lead, and knew and intended that individuals using these PRODUCTS would be  
5 exposed to lead.

6            20.    Individuals using the PRODUCTS are exposed to lead in excess of  
7 the level determined to cause no significant risk and to cause no observable reproductive  
8 effect.

9            21.    Beginning on June 22, 1999, "60-Day Notices" of Proposition 65  
violations were provided to public enforcement agencies and to PRIMARY  
11 DEFENDANTS, RELATED PRIMARY DEFENDANTS and RELATED SECONDARY  
12 DEFENDANTS stating that exposures to lead were occurring in California from the use of  
13 the PRODUCTS, which give no prior "clear and reasonable warning" of the significant  
14 risk of cancer or the observable reproductive effect from such use.

15                            **FIRST CAUSE OF ACTION**  
16                            **(Violation of Proposition 65)**

17            22.    Plaintiff realleges and incorporates by reference, as if specifically set  
18 forth herein Paragraphs 1 through 21, inclusive.

19            23.    The People of the State of California have declared in Proposition 65  
20 their right "[t]o be informed about exposures to chemicals that cause cancer, birth defects,  
21 or other reproductive harm." Proposition 65, §1(b).

1           24. To effectuate the goal, Proposition 65 requires that persons who, in  
2 the course of business, knowingly and intentionally expose any individual to a chemical,  
3 deemed a carcinogen or a reproductive toxin by the State of California, must provide  
4 "clear and reasonable warning" prior to exposure.

5           25. Based on information and good faith belief, plaintiff alleges that,  
6 since June 22, 1995, PRIMARY DEFENDANTS and RELATED PRIMARY  
7 DEFENDANTS have engaged in conduct that violates Health & Safety Code §25249.6 et  
8 seq. This conduct includes placing into commerce PRODUCTS containing lead, without a  
9 "clear and reasonable warning," within the meaning of Health & Safety Code §§25249.6  
and 25249.11.

11           26. On October 1, 1992, the State of California officially listed lead and  
12 lead compounds as a chemical officially known to cause cancer. Lead and lead  
13 compounds became subject to the warning requirement one year later and was therefore  
14 subject to the "clear and reasonable warning" requirements of Proposition 65, beginning  
15 on October 1, 1993. 22 Code of Regulations §12000(b); Health and Safety Code  
16 §25249.5 et seq.

17           27. On February 27, 1987, the State of California officially listed lead  
18 as a chemical officially known to cause birth defects or other reproductive harm. Lead  
19 became subject to the warning requirement one year later and was therefore subject to the  
20 "clear and reasonable warning" requirements of Proposition 65, beginning on February  
21 27, 1988. 22 Code of Regulations §12000(c); Health and Safety Code §25249.5 et seq.

1           28.    At all times relevant to this action, PRIMARY DEFENDANTS and  
2 RELATED PRIMARY DEFENDANTS have knowingly and intentionally made or sold  
3 the PRODUCTS containing lead and lead compounds available for sale or use to  
4 California businesses, consumers and other individuals.

5           29.    At all times relevant to this action, PRIMARY DEFENDANTS and  
6 RELATED PRIMARY DEFENDANTS have known and intended that the normal and  
7 foreseeable use of the PRODUCTS containing lead would expose individuals to a known  
8 carcinogen.

9           30.    At all times relevant to this action, PRIMARY DEFENDANTS and  
10 RELATED PRIMARY DEFENDANTS have known and intended that the normal and  
11 foreseeable use of the PRODUCTS containing lead would expose individuals to a known  
12 reproductive toxicant.

13           31.    Contrary to the express policy and statutory prohibition of  
14 Proposition 65, enacted directly by California voters, individuals exposed to lead in the  
15 PRODUCTS have suffered and still suffer irreparable harm, without prior "clear and  
16 reasonable warning."

17           32.    By committing the acts alleged above, PRIMARY DEFENDANTS  
18 and RELATED PRIMARY DEFENDANTS have, in the course of business, knowingly  
19 and intentionally exposed individuals to lead without first giving "clear and reasonable  
20 warning" to such individuals within the meaning of Health & Safety Code §25249.6.

21           33.    The appropriate public enforcement agencies have failed to  
22 commence and diligently prosecute a cause of action under Health & Safety Code

1 §25249.6 et seq. against PRIMARY DEFENDANTS and RELATED PRIMARY  
2 DEFENDANTS based on the claims asserted herein.

3 34. By the above-described acts, PRIMARY DEFENDANTS and  
4 RELATED PRIMARY DEFENDANTS are liable, pursuant to Health & Safety Code  
5 §25249.7(b), for a maximum civil penalty of \$2,500 per day for each violation.

6 35. Health & Safety Code §25249.7 specifically authorizes action for  
7 injunctive relief under Proposition 65.

8 36. Continuing commission by PRIMARY DEFENDANTS and  
9 RELATED PRIMARY DEFENDANTS of the acts alleged above will irreparably harm  
- plaintiff and the citizens of the State of California, for which harm they have no plain,  
11 speedy or adequate remedy at law.

12 Wherefore, plaintiff prays judgment against PRIMARY DEFENDANTS  
13 and RELATED PRIMARY DEFENDANTS as set forth hereafter.

14 **SECOND CAUSE OF ACTION**

15 (Violation of Business & Professions Code §17200 for  
16 violations of Proposition 65)

17 37. Plaintiff realleges and incorporates by reference, as if specifically set  
18 forth herein, Paragraphs 1 through 36, inclusive.

19 38. Based on information and good faith belief, plaintiff alleges that,  
20 since June 22, 1995, PRIMARY DEFENDANTS and RELATED PRIMARY  
21 DEFENDANTS have engaged in conduct which violates Health & Safety Code §25249.6  
22 et seq. This conduct includes placing into commerce PRODUCTS containing lead without

1 "clear and reasonable warning" within the meaning of Health & Safety Code §§25249.6  
2 and 25249.11.

3 39. At all times relevant to this action, PRIMARY DEFENDANTS and  
4 RELATED PRIMARY DEFENDANTS have knowingly and intentionally made available  
5 PRODUCTS containing lead for sale or use in California.

6 40. At all times relevant to this action, PRIMARY DEFENDANTS and  
7 RELATED PRIMARY DEFENDANTS have known and intended to expose individuals to  
8 lead through the normal and foreseeable uses of the PRODUCTS.

9 41. PRIMARY DEFENDANTS and RELATED PRIMARY  
10 DEFENDANTS have failed to provide "clear and reasonable" warning to individuals,  
11 prior to their exposure to lead through the normal and foreseeable use of the PRODUCTS.

12 42. Individuals have suffered and continue to suffer irreparable harm  
13 due to exposure to lead from the PRODUCTS without prior "clear and reasonable"  
14 warning, contrary to the express policy and statutory prohibition enacted by direct vote of  
15 the People of California in Proposition 65.

16 43. By committing the acts alleged above, PRIMARY DEFENDANTS  
17 and RELATED PRIMARY DEFENDANTS have, in the course of doing business,  
18 knowingly and intentionally exposed individuals to lead, without prior "clear and  
19 reasonable" warning within the meaning of Health & Safety Code §25249.6.

20 44. By committing the acts alleged above, PRIMARY DEFENDANTS  
21 and RELATED PRIMARY DEFENDANTS have engaged in an unlawful business

1 practice which constitutes unfair competition within the meaning of Business &  
2 Professions Code §17200 et seq.

3 45. An action for injunctive relief and restitution under the Unfair  
4 Practices Act is specifically authorized by Business & Professions Code §§17203 and  
5 17204.

6 46. Continuing commission by PRIMARY DEFENDANTS and  
7 RELATED PRIMARY DEFENDANTS of the alleged acts will irreparably harm  
8 California citizens, for which harm they have no plain, speedy or adequate remedy at law.

9 Wherefore, plaintiff prays judgment against PRIMARY DEFENDANTS  
and RELATED PRIMARY DEFENDANTS, as set forth hereafter.

11 **THIRD CAUSE OF ACTION**  
(Violation of Business & Professions Code §17200)

12 47. Plaintiff realleges and incorporates by reference, as if specifically set  
13 forth herein, Paragraphs 1 through 21, inclusive.

14 48. Based on information and good faith belief, plaintiff alleges that,  
15 since June 22, 1995, RELATED SECONDARY DEFENDANTS published and  
16 distributed throughout the State of California, an advertisement that did not identify the  
17 hazardous substance contained in, or released by the normal and foreseeable use of, the  
18 PRODUCT.

19 49. The advertisement was specifically contained in the marketing  
20 materials for RELATED SECONDARY DEFENDANTS' PRODUCTS. Additional  
21 advertising was specifically contained on the PRODUCT labels.

1           50.    The purpose of this advertisement was to induce any person who can  
2 read it to purchase from RELATED SECONDARY DEFENDANTS the merchandise  
3 described in the advertisement.

4           51.    RELATED SECONDARY DEFENDANTS' representations in the  
5 advertisement were known, or should have been known by the exercise of reasonable care,  
6 to be untrue or misleading, and were made to deceive any person who might read the  
7 advertisement.

8           52.    Citizens believed and relied upon the representations made in the  
9 advertisement, i.e. RELATED SECONDARY DEFENDANTS' PRODUCTS do not  
10 identify the toxins, contained therein, or produced by the normal and foreseeable use  
11 thereof. This made the PRODUCTS more attractive than competing products.

12           53.    Citizens want to know the contents of the PRODUCTS that they  
13 may make an informed decision to avoid using a PRODUCT that contains a hazardous  
14 substance.

15           54.    The RELATED SECONDARY DEFENDANTS know and intend  
16 that users rely on such information. Such information is likely to mislead or deceive the  
17 purchasers or user into believing that there are no hazardous substances in the PRODUCT.

18           55.    With the intent of having consumers rely on the statements made in  
19 the advertisement, defendants sold such PRODUCTS at various locations throughout  
20 California.





1           2.     That the Court, pursuant to Health & Safety Code §25249.7(a) and  
2 Business & Professions Code §§17203 and 17204, preliminarily and permanently enjoin  
3 PRIMARY DEFENDANTS and RELATED PRIMARY DEFENDANTS from offering  
4 the PRODUCTS for sale in California, without providing "clear and reasonable  
5 warning[s]," as plaintiff shall specify in further application to the Court;

6           3.     That the Court, pursuant to Business & Professions Code §§17203  
7 and 17204, preliminarily and permanently enjoin RELATED SECONDARY  
8 DEFENDANTS from offering the PRODUCTS for sale in California, without providing  
9 "clear and reasonable warning[s]," as plaintiff shall specify in further application to the  
Court;

11          4.     That the Court grant appropriate restitution to individuals in the state  
12 of California for the PRODUCTS sold in California in violation of the warning  
13 requirements of Proposition 65 and/or the Business & Professions Code;

14          5.     That the Court grant plaintiff its reasonable attorneys' fees and costs  
15 of suit; and

16          6.     That the Court grant such other and further relief as may be just and  
17 proper.

18 Dated: August 11, 2000  
19           4

Respectfully Submitted,

KAPSACK & BAIR, LLP

20  
21  
22           Hudson J.B.  
Hudson Bair, Esq.  
Attorneys for Plaintiff  
MICHAEL DiPIRRO

**60-DAY NOTICE OF VIOLATION**  
**SENT IN COMPLIANCE WITH CALIFORNIA HEALTH & SAFETY CODE §25249.7(D)**

**MAY 23, 2000**

My name is Michael DiPirro. I am a citizen of California who seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in or produced by consumer and industrial products. This letter is provided to you pursuant to Health & Safety Code §25249.6 et seq ("Proposition 65"). As required, notice is also being provided to the violators which are listed on Exhibit B ("Violators"). The violations covered by this notice consist of the routes of exposures to the following toxic chemicals:

**CHEMICAL(S)**

**ROUTE(S) OF EXPOSURE**

1. Lead (and lead compounds)

Ingestion, Dermal

A list of the specific types of products that are causing consumer and occupational exposures in violation of Proposition 65 (and are covered by this notice) is provided below as Exhibit A. The Violators' sales of these products have been occurring from May 23, 1998 to the present. As a result of the sale of these products, exposures to Proposition 65 chemicals have been occurring without adequate warnings. California consumers purchase the products at issue and are exposed to the listed chemical in the products. Similarly, men and women in California use the products as a part of their jobs and are, therefore, subject to occupational exposures to the listed chemical. In addition, these products are used by fishermen, fishing enthusiasts, sole proprietors and other persons in settings not covered by the OSH Act. Without proper warnings as to the toxic effects of exposures to the listed chemical in the products, California citizens lack the information necessary to make informed decisions whether to eliminate or reduce risk of exposure to the toxic chemical in the products.

Please direct all questions concerning this notice to my attorneys at the following addresses:

Hudson Bair, Esq.  
Kapsack & Bair, LLP  
1440 Broadway, Suite 610  
Oakland, CA 94612  
(510) 645-0027

or

Clifford A. Chanler, Esq.  
Chanler Law Group  
Magnolia Lane (off Huckleberry Hill)  
New Canaan, CT 06840-3801  
(203) 966-9911

For general information concerning the provisions of Proposition 65, please feel free to contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900. For the Violators' reference, I have attached a copy of "Proposition 65: A Summary" which has been prepared by OEHHA.

---

**EXHIBIT A**

*Product*

*Toxin*

Fishing Tackle

Lead (and lead compounds)

---

## EXHIBIT B

Shirley Andrews, President  
Andrews Sporting Goods, Inc.  
d/b/a Turner's Outdoorsman  
12615 Colony Street  
Chino, CA 91770

Larren T. Wood, President  
Angler Technologies, Inc.  
150 N. Gibson Road, Suite A  
Henderson, NV 89014

Susie Henry  
Bass Pro Outdoors Online, LLC  
c/o Green & Curtis  
1340 East Woodhurst Drive  
Springfield, MO 65804

Daniel J. Reitz, CEO  
Big Rock Sports, Inc. and subsidiaries  
All Sports, LLC; Avis Sports, Inc.;  
AWR Sports, Inc.; Big Rock Sports Marketing, Inc.;  
CSI Sports, LLC; Henry's Tackle, LLC  
173 Hankison Drive  
Newport, NC 28570

Joe P. Hall  
Blakemore Sales  
P.O. Box 1149  
Branson, MO 65615

Susie Henry  
BPS Catalog, L.P.  
c/o Green & Curtis  
1340 East Woodhurst Drive  
Springfield, MO 65804

David Roehr, Vice President  
Cabela's Inc. & its subsidiaries  
One Cabela Drive  
Sidney, NE 69162

W. Eric Cosby  
Secretary for the Corporation &  
National Sales Manager  
CEMCO, Inc. d/b/a Top Brass Tackle  
P.O. Box 209  
Starkville, MS 39760

Robert B. Roach  
Cornal Tackle Company, Inc  
P.O. Box 608  
FM2770 1.2 Miles West of Buda  
Buda, TX 78610

Gilbert Chapman  
Fishco Manufacturing Co., Inc.  
37925 N. 6th Street E., Unit # 111  
Palmdale, CA 93550

Sydney T. Pallister, President  
Gibbs/Nortac Industries Ltd.  
Gibbs/Nortac Industries (U.S.) Ltd.  
7455 Conway Avenue  
Burnaby, BC V5E2P7

Cecil C. Hoge, Jr.  
Harrison Hoge Industries, Inc.  
19 North Columbia Street  
Port Jefferson Station, NY 11776

Wayne Hendrix  
Hendrix Ranch  
d/b/a Hendrix Bait & Tackle;  
570 N. Downs Lane  
Fallon, NV 89406

Timothy Carey  
Hogan's Store, Inc.  
1500 Contra Costa Blvd.  
Pleasant Hill, CA 94523

James A. Pearce, Jr.  
James A. Pearce, Jr.  
d/b/a Lead Masters  
d/b/a Strike Masters  
17229 Lemon Street, Unit B4  
Hesperia, CA 92345

Wayne Kent  
Knight Manufacturing Company, Inc.  
d/b/a Crème Lure Company,  
Burke Flex-O Products, and Burke Fishing  
P.O. Box 6162  
Tyler, TX 75711

Carl W. Vogler, Sr.  
Lawson's Landing, Inc.  
P.O. Box 67  
Dillon Beach, CA 94929

Orlo Jones  
Senior Vice President  
Longs Drug Stores California, Inc.  
141 N. Civic Drive  
Walnut Creek, CA 94596-3858

Phillip W. Jensen, President  
Luhr Jensen & Sons, Inc.  
400 Portway Avenue  
P.O. box 297  
Hood River, OR 97031

F.J. Oelerich, Jr., President  
Mann's Bait Company, Inc.  
1111 State Docks Road  
Eufaula, AL 36027

**EXHIBIT B**

**Richard Powell, President**  
Mason Tackle Co.  
P.O. Box 56  
Otisville, MI 48463

**Richard Randall, Vice President**  
Oshman Sporting Goods Co., California  
2302 Maxwell Lane  
Houston, TX 77023

**William J. Stava III**  
Outdoor Innovations, LLC  
d/b/a Horizon Lures, L.P and  
Okiebug Design and Manufacturing, LLC  
7146 S. Braden, Suite 700  
Tulsa, OK 74136

**William H. Wilson**  
Vice President & General Manager  
Plastic Research and Development Corporation  
d/b/a PRADCO  
3601 Jenny Lind Road  
P.O. Box 1587  
Fort Smith, AR 72902

**Glen R. Welle**  
R.J. Tackle, Inc./Bagley International  
5719 Corporation Circle, Unit 1  
Ft. Meyers, FL 33905

**William J. Coyne, Secretary**  
Raley's on behalf of itself & its subsidiaries:  
Bel Air Mart, Nob Hill General Store, Inc.,  
Warehouse Concepts d/b/a Food Source

**Troy D. Henry, Jr.**  
Sea Striker, Inc.  
P.O. Box 469  
Morehead City, NC 28557

**Harry M. Ehlers, Jr., President**  
Snag Proof Manufacturing, Inc.  
11387 Deerfield Road  
Cincinnati, OH 45242

**Robert A. Salamon, President**  
Sport & Court, Inc.  
d/b/a Sav-On Tackle,  
Sav-On Wayne's Tackle,  
Fishermen's Hardware  
9917 Orr & Day Road  
Santa Fe Springs, CA 90670

**Burt Steinburg**  
Sportsman's Specialty Group, Inc.  
C/o Green & Curtis  
1340 East Woodhurst Drive  
Springfield, MO 65804

**James J. Comitale, Esq.**  
Thrifty Payless, Inc. d/b/a Rite Aid  
P.O. Box 3185  
Harrisburg, PA 17105

**Keith Mirchandani, President**  
Tristar Products, Inc.  
4 Century Drive  
Parasippany, NJ 07054

**Douglas Field**  
True North trading Company, Inc.  
( parent companies/ Buzz Bomb & Zzinger Lures)  
2498 Cousins Ave  
Courtenay, B.C. Canada  
V9N7T5

**Robert Kaplan, Corporate Secretary**  
Umpqua Acquisition Corp.  
c/o Columbia Naples Capital, LLC.  
d/b/a Umpqua Feather Merchants  
P.O. Box 2525  
Richmond, VA 23218-2525

**Angelo Pucci**  
Universal Telescopic, LLC  
41 Park Lane  
P.O. Box 140  
Brisbane, CA 94005

**Donn Schaible, Chief Financial Officer**  
Wright & McGill Co.  
d/b/a Eagle Claw Fishing Tackle  
4245 East 46th Avenue  
Denver, CO 80216

**William M. Masterson, President**  
Yakima Bait Company  
P. O. Box 310  
Granger, WA 98932-0310

**Roderick Marecle, President**  
Zak Tackle Mfg. Co., Inc.  
10901 26<sup>th</sup> Avenue  
Tacoma, WA 98499

**PROOF OF SERVICE**

I, the undersigned, declare under penalty of perjury:

I am a citizen of the United States, over the age of 18 years, and not a party to the within action; my business address is 1440 Broadway, Suite 610, Oakland, CA 94612.

On May 23, 2000, I served the following document:

**60-DAY NOTICE OF VIOLATION SENT IN COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(d)**

on the Violators' counsel by facsimile and U.S. Mail to the address below:

Carol Rene Brophy  
Foley & Lardner  
One Maritime Plaza, Sixth Floor  
San Francisco, CA 94111  
Fax: (415) 434-4507

as well as providing copies of the notice to:

1. The Attorney General of the State of California;
2. The District Attorney for Each of the 58 counties in California; and
3. The City Attorney for Los Angeles, San Diego, San Jose, San Francisco and Sacramento;

I served these notices by placing a true and correct copy in a sealed envelope, first class, postage prepaid, addressed to each party and placing each envelope in a United States Postal Service mail box.

Executed on May 23, 2000, at Oakland, California.

  
Joyce van Ginkel

# **Exhibit D**

**EXHIBIT D**

**OPT-IN STIPULATION**

[Company Letterhead]

Clifford A. Chanler, Esq.  
Chanler Law Group  
Counsel for Michael DiPirro  
Magnolia Lane (off Huckleberry Hill)  
New Canaan, CT 06840-3801

Carol Rene Brophy, Esq.  
Foley & Lardner  
Counsel for Settling Defendants  
One Maritime Plaza – Sixth Floor  
San Francisco, CA 94111

**Re: Opt-In Stipulation: DiPirro v. Western Hoegee, et. al.  
Fishing Tackle Settlement**

Dear Mr. Chanler and Ms. Brophy:

We are writing to inform you that [COMPANY NAME] has elected to become an Opt-In Defendant in *DiPirro v. Western Hoegee, et. al.*, San Francisco County Superior Court, Case No. 306243. In accordance with the terms of the paragraph 9.1.1 of the Consent Judgment filed in the case, [COMPANY NAME] hereby stipulates and affirms that it:

- (1) sold lead fishing products for use in the State of California since January 1, 1988; and
- (2) will accept service of a Notice of Intent to Sue under Cal. Health and Safety Code § 25249.7(d), as implemented pursuant to Cal. Code Regs. tit. 22, § 12903 (“Notice”), and waive any rights to assert any defense based on inadequate notice, lack of compliance with the requirements of Cal. Code Regs., tit. 22 § 12903, or any other defense alleged under Cal. Health and Safety Code § 25249.6 *et. seq.*, or the regulations promulgated thereunder, and any right to extension of any service period pursuant to California Code of Civil Procedure § 1013; and
- (3) will accept service of the Summons and Complaint as a Doe defendant to be designated by Plaintiff, acting on behalf of the general public; and
- (4) agrees to be bound by all terms and conditions of the Consent Judgment.



Enclosed a check for \$350 made payable to Chanler Law Group to cover the cost of preparing and mailing the Notice required by Cal. Health and Safety Code § 25249.7(d). Please mail the notice to:

[Name and Title of Company Representative]  
[COMPANY]  
[Mailing Address]

If you have any questions concerning the above stipulation, please contact [NAME] at [Telephone Number] of contact.

Sincerely,

[Company Representative]  
[Title]  
[Company Name]

# **Exhibit E**

# FOLEY & LARDNER

CHICAGO  
DENVER  
JACKSONVILLE  
LOS ANGELES  
MADISON  
MILWAUKEE  
ORLANDO

ATTORNEYS AT LAW  
ONE MARITIME PLAZA, SIXTH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111-3404  
TELEPHONE: (415) 434-4484  
FACSIMILE: (415) 434-4507

SACRAMENTO  
SAN DIEGO  
SAN FRANCISCO  
TALLAHASSEE  
TAMPA  
WASHINGTON, D.C.  
WEST PALM BEACH

WRITER'S DIRECT LINE  
(415) 984-9840

EMAIL ADDRESS  
[Cbrophy@foleylaw.com](mailto:Cbrophy@foleylaw.com)

CLIENT/MATTER NUMBER  
063396-0101

August 21, 2000

## VIA MESSENGER

Edward G. Weil  
Deputy Attorney General  
State of California Department of Justice  
1515 Clay Street, 20<sup>th</sup> Floor  
Oakland, California 94612


Re: *DiPirro v. Western-Hoegge, et al.*: Notification of Settlement Pursuant to  
Senate Bill 1269 (Alpert)

Dear Mr. Weil:

Enclosed is a copy of the executed Consent Judgment in *DiPirro v. Western-Hoegge, et al.* We trust that this fulfills the parties' obligation to comply with the requirements imposed under Senate Bill 1269.

If you have any questions or comments concerning the Consent Judgment, or wish to discuss this matter with us, please don't hesitate to contact me. We anticipate filing the Consent Judgment with the Court, on or about August 25, 2000.

Sincerely,

  
Carol Rene Brophy  
Counsel for Settling Defendants

CRB/tcg  
Enclosure(s)

Cc: Clifford Chanler (w/o attachments)  
Hudson Bair (w/o attachments)  
Settling Defendants (w/o attachments)

# **Exhibit F**

## EXHIBIT F

[Company Letterhead]

Date:  
To: Customers of [Company].  
Re: California Proposition 65 Warnings

This letter is to advise you that the [Company], (“[Company]”) products listed in Exhibit A to this letter contain a chemical known to the State of California to cause cancer and birth defects and other reproductive harm. Pursuant to Proposition 65 (California Health & Safety Code Section 25249.5 et seq.), the purchasers and/or users of the products listed on Exhibit A must be given clear and reasonable warning that a particular product contains a carcinogen, and a reproductive toxin.

Pursuant to an agreement, the [Company] has already commenced packaging and labeling fishing products that are sold unpackaged or in “bulk” with the appropriate Proposition 65 warnings, the agreement specifically provides that any fishing product that weighs 4 ounces, or more, does not have to be packaged or labeled by the manufacturer [Company]. This provision places sole responsibility on you, the retailer, to provide warning signs in such a manner that the warning is visible to the consumer and will be understood to apply only to the affected products. Further, you may have in your possession or receive certain unpackaged “bulk” products that were manufactured, distributed and/or sold before the new labeling procedures were implemented. Until the older inventory has been sold, we are asking you to take the following actions to help ensure that purchasers and/or users of the listed products receive adequate Proposition 65 warnings:

- (1) For “bulk” products sold in any weight, place one of the Retail Warning Signs in front of, or next to, unpackaged “bulk” products so that the warning is visible to the consumer and will be understood to apply only to the affected products. Signs may be removed as properly packaged and labeled products arrive from the manufacturer or distributor.
- (2) For “bulk” products weighing 4.0 ounces or more, place one of the Retail Warning Signs in front of, or next to, unpackaged “bulk” products so that the warning is visible to the consumer and will be understood to apply only to the affected products. Signs subject to this provision may not be removed unless, or until, the products are packaged and labeled with a Proposition 65 warning.
- (3) Return the enclosed Notice of Acknowledgment form indicating that you have received the enclosed materials and will comply with the warning requirements of Proposition 65 for the listed products.

You should be aware that failure to provide a Proposition 65 warning for these products on the enclosed list may subject you to legal action by the California

Attorney General, or others, wherein monetary penalties of up to \$2,500 per violation per day can be sought. If you have any questions concerning the potential legal liability of one who fails to comply with the requirements of Proposition 65, you may wish to consult with competent legal counsel in this area.

Should you have any questions or concerns about this matter, please do not hesitate to contact \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_ by phone, or by mail at the address listed above. In addition, we will be glad to supply additional warning signs if requested.

Sincerely,

\_\_\_\_\_  
(Title)

**EXHIBIT G**

**EXHIBIT G**

**WARNING!** This product contains lead, a chemical known to the State of California to cause cancer and birth defects and other reproductive harm. Do not place your hands in your mouth after handling the product. Do not place the product in your mouth. Wash your hands after touching this product.

OR

**WARNING!** This product contains lead, a chemical known to the State of California to cause cancer and birth defects and other reproductive harm.



**EXHIBIT H**

**EXHIBIT H**

[Company Letterhead]

Date:

To: Customers of [Company].

Re: California Proposition 65 Warnings

**INSTRUCTIONS TO RETAILERS:**

Enclosed you will find Proposition 65 Retail Warning Signs. You need to place these warning signs in front of, or next to, unpackaged "bulk" products so that the warning is visible to the consumer and will be understood to apply only to the affected products. Please place these warning signs in a conspicuous manner to ensure that your customers understand that the "bulk" products contain lead and that exposure to lead causes cancer and birth defects and other reproductive harm.

Thank you for assistance with this important public health matter.

\_\_\_\_\_  
(Title)

Notice of Acknowledgment

The undersigned certifies that this customer of [Company], has received: (1) the California Proposition 65 Notice Letter dated \_\_\_\_\_, 2000, (b) the Exhibit A list of [Company] products requiring appropriate Proposition 65 warning labels, and (3) a supply of warning signs to be affixed to these products. The undersigned further represents that it will comply with the Proposition 65 warning requirements for these products by placing the warning signs in front of, or next to, unpackaged "bulk" products which do not have a visible Proposition 65 label, as directed in the Notice Letter.

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Company]

\_\_\_\_\_  
[Address]

Please send me \_\_\_\_\_ additional warning signs.

## **EXHIBIT I**

### **LEAD REDUCTION POLICY**

By entering into the Consent Judgment, Settling Defendants adopt this Lead Reduction Policy. The purpose of the Lead Reduction Policy is to sets forth specific actions that Settling Defendants will take to reduce lead in fishing tackle, which shall be deemed sufficient to qualify for the deduction in civil penalty pursuant to paragraph 3 of the Consent Judgment. (By entering into the Consent Judgment, Opt-In Defendants also agreed to be bound by all terms of the Consent Judgment. The specific actions that each Opt-In Defendant must take shall be substantially the same as the terms in this Lead Reduction Policy, and shall be set forth expressly in an attachment to this exhibit at the time the Opt-In Defendants' executed Consent Judgment is adopted by the Court.)

**Reduction of exposure to lead – general definition and understanding of the Parties.** Settling Defendants shall be deemed to have reduced exposure to lead by taking any of the following actions to eliminate or reduce contact by consumers to “bare” lead: coating, painting, point of sale packaging, embedding, plating and/or using other metals or alloys containing lead (where the substituted material will result in a reduction of lead exposure by 20% or more from what the exposure would be if bare lead was used instead.)

**Settling Defendant Distributors and Retailers will reduce the amount of unpackaged bulk bare lead split/shot, sinkers, and weights under four ounces that are sold in California from January 1, 2000 levels by 100% (by packaging them and placing appropriate warnings on each package.)**

**Settling Defendant manufacturers will eliminate “bare” (uncoated) lead split/shot and other bare lead terminal tackle in fishing kits marketed in California to persons who are sixteen years of age and under. For purposes of this agreement, the Parties agree that the following definition of terms shall apply:**

**“Bare” lead means that the product substrate is lead, or an alloy exceeding 96% lead, where the lead is exposed and may be touched by consumers.**

**“in California” includes all the Settling Defendant manufacturers’ direct shipments to California addresses, and sales to distributors and multi-state chain retailers (whether shipment is to a California address or not) where Settling Defendant manufacturer knows or reasonably should know that the product may be sold to California Consumers.**

**“fishing kits” means a fishing kit that contains at least a rod, a reel, fishing line and terminal tackle. The fishing kits subject to the Lead Reduction Policy contain everything needed to catch a fish.**

**“marketed ... to persons who are sixteen years of age and under” means those fishing kits whose packaging, product name, and or design clearly indicates that the products are meant to be sold for use by children or teens sixteen years of age or under. For clarity, the Parties agree that the products listed below by Settling Defendant manufacturers are the**

**Identification of Settling Defendants Manufacturers that do not manufacture any fishing kits. The following Settling Defendants do not manufacture fishing kits (containing at minimum a rod, reel and terminal tackle) at this time and will not manufacture or market fishing kits that contain bare lead split-shot terminal tackle to youths sixteen and under in the future: Angler Technologies; Bass Pro Outdoors Online, L.L.C.; Bead Tackle Inc.; Blakemore Sales; BPS Catalog, L.P.; Braid Products; Cabela's Inc. & its subsidiaries; CEMCO; Columbia Packaging & Marketing; Comal Tackle Co.; Dolphin Tackle; Fishco Manufacturing Co.; G. Pucci & Sons; Gibbs/Nortac; Gudebrod; Harrison Hoge Industries; Hayward Fishing Supplies; James A Pearce Jr. d/b/a Lead Masters; Knight Manufacturing; Luhr Jensen & Sons, Inc.; Mann's Bait Company; Mason Tackle Company; Outback Industries, Inc.; Outdoor Innovations d/b/a Horizon Lures d/b/a Okiebug Design & Manufacturing; Owner America Corp.; Pace Products; Plano Molding Company; PRADCO; Point Wilson Company; R.J. Tackle/ Bagley International; Raccolta Del Pacifico d/b/a/ Pacific Catch; Rodstrainer Tackle; Sea Striker, Inc.; Seven Strand Tackle Corporation; Snag Proof Manufacturing, Inc.; Sportsman's Specialty Group, Inc.; True North Trading Company; Umpqua Acquisition Corp. c/o Columbia Naples Capital, L.L.C. d/b/a Umpqua Feather Merchants Uncle Josh Bait Company; Woody Manufacturing; Wright & McGill Co. d/b/a Eagle Claw Fishing Tackle; Yakima Bait Company; Zak Tackle Mfg.**

products to which this provision applies.

“Settling Defendant manufacturers” includes Settling Defendants that manufacture, or fabricate fishing tackle products subject to this Lead Reduction Policy, and, any Settling Defendant that imports, distribute or sell products where its name or trademark appears on the label.

*Identification of “Fishing Kits” subject to the Lead Reduction Policy.* Settling Defendants manufacture the following fishing kits to youths sixteen and under, which will comply with the Lead Reduction policy by removing the bare lead split-shot pursuant to this Settlement Agreement:

F. J. Neil Co. Inc.:	Bamboo Pole	NNP-82
Zebco:	Spincast combo on flatboard Spinning combo on flatboard	1045T2A,08,FB6 1046T,,FB6
Coleman/Sunbeam:	Trout spinning kit Trout Spincast Kit Panfish Spinning Kit Panfish Spincast Kit Bass Spinning Kit Walleye Spinning Kit Spinning Kit Spincast Kit Spinning Combo Spincast Combo Child’s Combo	CSK-T CSCK-T CSK-P CSCK-P CSK-B CSK-W COSKIT COSCKIT COSCBO COCCBO CKCKIT
JWA:	Junior Pro Kit Trout spinning kit Trout Spincast Kit Panfish Spinning Kit Panfish Spincast Kit Bass Spinning Kit Walleye Spinning Kit Spinning Kit Spincast Kit Spinning Combo Spincast Combo Child’s Combo	1224107 CSK-T CSCK-T CSK-P CSCK-P CSK-B CSK-W COSKIT COSCKIT COSCBO COCCBO CKCKIT
AA Worms	1SB Kit	description 7 47907 22008
Hendrix Bait & Tackle	Spincast combo Spinning combo Nibbler Kit	1045(Zebco) 1506(Zebco) BCK-1(Purefishing)