

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

2 **FOLEY & LARDNER**
ATTORNEYS AT LAW
3 ONE MARITIME PLAZA, SIXTH FLOOR
SAN FRANCISCO, CALIFORNIA 94111-3404
4 TELEPHONE: (415) 434-4484
FACSIMILE: (415) 434-4507

5 ATTORNEYS FOR
OPT-IN DEFENDANTS

ENDORSED
FILED
San Francisco County Superior Court

APR - 6 2001

GORDON PARK LI, Clerk
BY: MAURAC. RAMIREZ
Deputy Clerk

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

11 MICHAEL DIPIRRO, AN INDIVIDUAL,)
12 PLAINTIFF,)

13 v.)

14 WESTERN-HOEGEE COMPANY AND)
DOES 1 THROUGH 1000,)
15 DEFENDANTS.)
16)
17)

CONSOLIDATED CASE No. 306243

**SUPPLEMENTAL CONSENT
JUDGMENT**

18 This Supplemental Consent Judgment is entered into by and between Michael DiPirro, a
19 California citizen ("Plaintiff"), and Acme Tackle Company, Cortland Line Company Inc., Daiwa
20 Corporation and Affiliated Company: Daiwa Seiko, Inc., Gaines Company, Gamakatsu USA,
21 Inc. and Affiliated Companies: Gamakatsu Co., Ltd. and Gamakatsu International Co., Ltd., John
22 Elson D/B/A Squidco, Squidco Fishing, Anglers Distributing, Aztec Mfg., and Varmac Mfg.,
23 Megabass General Baits Inc. and Affiliated Company: Megabass USA (US Branch Office), O.
24 Mustad & Son (USA) Inc., Plastilite Corporation and Affiliated Companies: Desarrollo
25 Industrial Costarricense Para La Importacion Y La Exportacion S.A., and Exportacion De
26 Articulos Para La Pesca Deportiva S.A., Pro-Troll Inc. and Affiliated Companies: Scott Plastics
27 Ltd., Scotty Inc., Hotspot Fishing and Lures Ltd., and Scotty Sportfishing Products Inc.,
28 Shakespeare Fishing Tackle, "Shimano", Strike King Lure Company, The Worth Company

1 D/B/A Worth Manufacturing, Tiemco Ltd.; (“Opt-In Defendants”) to resolve all claims raised in
2 the above-captioned action. Plaintiff and Opt-In Defendants (collectively “the Parties”) agree to
3 the terms and conditions set forth in the Consent Judgment entered as the judgment in the case
4 on August 30, 2000 between Plaintiff and Settling Defendants, except that the Supplemental
5 Consent Judgment shall be effective as of March 14, 2001. This Supplemental Consent
6 Judgment incorporates the Consent Judgment in its entirety, as if fully set forth herein.

7 **1. INTRODUCTION**

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

11 1.2 Opt-In Defendants are manufacturers, distributors or retailers of fishing tackle
12 that contain lead, a substance known to the State of California to cause cancer and birth defects
13 (or other reproductive harm). Opt-In Defendants have elected to settle this matter pursuant to the
14 terms and conditions set forth in paragraphs 9-10 of the Consent Judgment.

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

17 1.4 On August 11, 2001, Michael DiPirro, on behalf of the general public, filed an
18 Amended Complaint (“Amended Complaint”) against each Opt-In Defendant under the Safe
19 Drinking Water and Toxics Enforcement Act of 1986 (“Proposition 65”), Cal. Health and Safety
20 Code §§ 25249.5, *et seq.* and/or the Business and Professions Code §§ 17200, *et seq.* The
21 Complaint alleges that an Opt-In Defendant has violated Proposition 65 and/or the Business and
22 Professions Code by exposing individuals in California to lead, a Proposition 65-listed
23 carcinogen and reproductive toxin, without first providing a clear and reasonable warning to such
24 individuals. The Amended Complaint Plaintiff seeks Damages, Injunctive Relief, Civil Penalties
25 and Restitution in the Superior Court for the County of San Francisco, arising from alleged
26 violations of the aforementioned laws, by Opt-In Defendants. On February 22, 2001, DiPirro
27 filed an amendment naming Acme Tackle Company; John Elson d/b/a Anglers Distributing,
28 Aztec Tackle, Squidco Fishing, Varmac Mfg.; Daiwa Corporation; Megabass General Baits Inc.;

1 O. Mustad & Son (USA), Inc.; Plastilite Corporation; Pro-Troll, Inc.; Shakespeare Fishing
2 Tackle; "Shimano", Strike King Lure Company; The Worth Company and Tiemco Ltd as Does 1
3 through 12, respectively. On March 14, 2001, DiPirro filed an amendment naming Cortland
4 Line Company; Gaines Company and Gamakatsu USA, Inc. and Affiliated Companies:
5 Gamakatsu Co., Ltd. and Gamakatsu International Co., Ltd. as Does 13 through 15, respectively.
6 These Doe Amendment shall be referred as "the Action" hereinafter.

7 1.5 Prior to filing the Amended Complaint, Plaintiff served the Office of the Attorney
8 General, designated public enforcement agencies and certain Opt-In Defendants with
9 Proposition 65 60-Day Notices of Violation ("Notices") pursuant to Health & Safety Code
10 § 25249.7(d), giving notice to Opt-In Defendants, the Attorney General of California and such
11 public officials authorized to bring suit under Proposition 65 of the alleged violations referred to
12 in paragraph 1.4 above. The Notices are attached as Exhibit B. Opt-In Defendants stipulate that
13 the Notices are adequate to comply with Cal. Code Regs. tit. 22, § 12903.

14 1.6 Neither the Attorney General nor any other designated public prosecutor has
15 commenced any action in response to the Notices. For purposes of this Supplemental Consent
16 Judgment, Plaintiff acts on behalf of the general public as to those matters described in the
17 Amended Complaint and Notices.

18 1.7 For purposes of this Supplemental Consent Judgment, the Parties stipulate that
19 this Court has subject matter jurisdiction over the allegations contained in the Amended
20 Complaint. Although some of the Opt-In Defendants deny that this Court has personal
21 jurisdiction over them, Opt-In Defendants do not contest the exercise of personal jurisdiction by
22 this Court or venue in San Francisco County solely and exclusively for the purposes of this
23 Supplemental Consent Judgment, or the exercise of jurisdiction by this Court to enter this
24 Supplemental Consent Judgment as a full and final resolution of all claims that were or could
25 have been raised in the Amended Complaint based on the facts alleged therein.

26 1.8 The Parties enter into this Supplemental Consent Judgment to settle disputed
27 claims between them and to avoid prolonged litigation. By execution of this Supplemental
28 Consent Judgment, Opt-In Defendants do not admit any violations of Proposition 65 or the

1 Business and Professions Code, or any other law or standard applicable to warning or disclosure
2 concerning the manufacture, distribution and/or sale of fishing tackle products that contain lead.
3 Nothing in this Supplemental Consent Judgment shall be construed as an admission by Opt-In
4 Defendants of any fact, issue of law, or violation of law; nor shall compliance with this
5 Supplemental Consent Judgment constitute or be construed as an admission by Opt-In
6 Defendants of any fact, issue of law, or violation of law. Opt-In Defendants specifically deny
7 that they have committed any such violation or that any present warning program is not
8 sufficient to comply with any duties under Proposition 65 that relate to the manufacture or
9 distribution or sale of fishing tackle products that contain lead. Opt-In Defendants assert that
10 their manufacture, distribution or sale of fishing tackle products that contain lead has posed and
11 poses no health or safety risk to persons who handle or use such products; that there has been no
12 violation by them of Proposition 65; that they have violated no other state or federal law
13 (including the common law) or regulation relating to the manufacture, distribution or sale of such
14 products; and that they have no obligation to provide warnings other than those already provided
15 regarding the manufacture, distribution or sale of such products. Nothing in this Supplemental
16 Consent Judgment shall prejudice, waive or impair any right, remedy or defense the Parties may
17 have in any other or further legal proceeding. However, this paragraph shall not diminish or
18 otherwise affect the obligations, responsibilities, and duties of Opt-In Defendants under this
19 Supplemental Consent Judgment.

20 **2. PROPOSITION 65 WARNINGS**

21 2.1 Opt-In Defendants represent that they have already revised the health hazard
22 warnings for their Products to be consistent with the language set forth in this section. Beginning
23 on May 1, 2001, Opt-In Defendants that manufacture or distribute fishing tackle products agree
24 that they will not knowingly and intentionally ship (or knowingly and intentionally cause to be
25 shipped) any Products containing lead for sale in the State of California unless such Products
26 comply with paragraphs 2.2–2.6 below.

27 2.2 ***Packaged Products.*** For all Products containing lead (except Bulk Products
28 described in paragraph 2.3), such Products shall bear the following warning statement on the

1 Product label:

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

5 or

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

9 or

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

16 or

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

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

26 2.3 ***Unpackaged Bulk Products.*** If an Opt-In Defendant manufactures unpackaged
27 Bulk Products that are intended to be sold without packaging (*e.g.*, loose items, such as fishing
28 weights, displayed for sale in a bin), such Opt-In Defendant shall comply with this paragraph by:

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

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

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

21 or

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

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

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

5 2.8 Nothing in this Supplemental Consent Judgment requires that warnings be given
6 for Products sold for use outside the State of California.

7 **3. LEAD REDUCTION PROGRAM.**

8 Opt-In Defendants agree to implement a written Lead Reduction Policy to reduce lead
9 exposure in California from fishing tackle. The Lead Reduction Policy is attached as Exhibit F.
10 The Lead Reduction Policy identifies efforts that Opt-In Defendants will undertake and includes
11 the following activities:

- 12 (1) Opt-In Defendant manufacturers will eliminate “bare” (uncoated) lead split/shot
13 and other bare lead terminal tackle in fishing kits marketed in California to
14 persons who are sixteen years of age and under; and
- 15 (2) Opt-In Defendant distributors and retailers will eliminate the sale in California of
16 unpackaged, bulk bare lead split/shot, sinkers and weights under four ounces.

17 A written report certifying Opt-In Defendants’ lead exposure and reformulation efforts
18 including a copy of the Lead Reduction Policy and a detailed description of its implementation
19 of the two commitments provided above must be provided to Plaintiff by September 1, 2001. A
20 single report shall be submitted on behalf of all Opt-In Defendants, but shall be signed by an
21 officer of each company.

22 Opt-In Defendants: (1) remove 100% bare lead fishing tackle from 100% of the fishing
23 kits manufactured and distributed by Opt-In Defendants’ that are marketed in California to
24 persons who are sixteen years of age or under; and (2) reduce the amount of unpackaged bulk
25 bare lead split/shot, sinkers, and weights under four ounces that are sold in California from
26 January 1, 2000 levels by 100% (by packaging them and placing appropriate warnings on each
27 package). If Opt-In Defendants are unable to meet the above target, Plaintiff shall entertain, but
28 not necessarily accept, other lead reduction efforts by Opt-In Defendants in lieu thereof. Opt-In

1 Defendants shall be deemed to have complied with the lead reduction or reformulation provision
2 if Plaintiff fails to send a certified letter to counsel for Opt-In Defendants to trigger the liquidated
3 damages by November 1, 2001.

4 If any Opt-In Defendant manufacturer fails to remove lead in fishing kits marketed in
5 California to persons of sixteen years of age and under, or if any Opt-In Defendant distributor or
6 retailer sells unpackaged bare lead weights under 4 oz. in California within six (6) months after
7 the May 1, 2001 deadline (i.e., through October 1, 2001), it shall be subject to payment of a
8 \$75,000 liquidated penalty. Before the \$75,000 liquidated penalty is triggered, Plaintiff must
9 provide written notice to counsel for Opt-In Defendants identified in paragraph 17 in order to
10 allow the Opt-In Defendant an opportunity to cure the alleged violation. If the violation is not
11 cured within sixty (60) days from the date of the notice, then the liquidated penalty provision
12 shall be triggered.

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

17 **4. CIVIL PENALTIES AND REIMBURSEMENT OF FEES AND COSTS.**

18 4.1 Civil Penalty and Fees Assessment. On or before February 22, 2001, the Opt-In
19 Defendants, Acme Tackle Company; John Elson d/b/a Anglers Distributing, Aztec Tackle,
20 Squidco Fishing, Varmac Mfg.; Daiwa Corporation; Megabass General Baits Inc.; O. Mustad &
21 Son (USA), Inc.; Plastilite Corporation; Pro-Troll, Inc.; Shakespeare Fishing Tackle; "Shimano",
22 Strike King Lure Company; The Worth Company and Tiemco Ltd. shall pay \$465 each as costs
23 and collectively \$ 340,000 as Civil Penalties and Fees. On or before March 14, 2001, the Opt-In
24 Defendants, Cortland Line Company; Gaines Company and Gamakatsu USA, Inc. and Affiliated
25 Companies: Gamakatsu Co., Ltd. and Gamakatsu International Co., Ltd. shall pay \$465 each as
26 costs and collectively \$ 45,000 as Civil Penalties and Fees.

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

1 4.1.1 The funds to be paid by the Opt-In Defendants in accordance with
2 paragraph 4.1.1 shall be sent by certified check, made payable to “Chanler Law Group In Trust
3 for Michael DiPirro” on the dates set forth in paragraph 4.1.

4 4.2 Distribution of Opt-In Defendant Settlement Payments. The Civil Fines and Fees
5 (excluding the \$465 in cost reimbursement which is to be paid directly to the “Chanler Law
6 Group”) collected from Opt-In Defendants will be distributed by the Plaintiff as follows: (1) 35%
7 shall be allocated to Civil Penalties pursuant to Cal. Health and Safety Code § 25249.7(b) with
8 75% being transmitted to the California Department of Toxic Substances Control; (2) 35% shall
9 be paid to Plaintiff’s counsel as reimbursement of attorneys’ fees and costs incurred to
10 investigate and prosecute this matter, to negotiate this Supplemental Consent Judgment, and
11 manage the Opt-In provision; and (3) 30% to the American Sportfishing Association (“ASA”)
12 Trust Fund to administer the Opt-In provision, to implement the Lead Reduction Policy, and to
13 pursue uniform State and Federal regulations concerning hazard warnings applicable to lead
14 fishing products.

15 Michael DiPirro makes such payment to the ASA Trust Fund within two (2) business
16 days of receiving notice that the Court has approved this Supplemental Consent Judgment. It is
17 understood by the parties that reimbursement of attorneys’ fees and costs to Plaintiff covers these
18 fees and costs incurred to investigate and prosecute this matter, and negotiate this Supplemental
19 Consent Judgment.

20 **5. MICHAEL DIPIRRO’S RELEASE OF OPT-IN DEFENDANTS**

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

1 on Opt-In Defendants' failure to warn about exposure to lead contained in any of the Products.

2 **6. OPT-IN DEFENDANTS' RELEASE OF MICHAEL DIPIRRO.**

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

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

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

16 **8. CLAIMS COVERED**

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

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

1 The Parties mutually release each other with respect to all such Claims.

2 8.2 Plaintiff further releases the Opt-In Defendants from any claim of alleged
3 occupational or environmental exposure to lead from Products that contain lead.

4 8.3 Compliance with the terms of this Supplemental Consent Judgment resolves any
5 issue, now and in the past, concerning compliance by any Opt-In Defendant, its parent,
6 subsidiaries, affiliates, predecessors, successors, divisions, subdivisions, directors, officers or
7 employees, and its customers, distributors, wholesalers, retailers or any other person in the
8 course of doing business who may use, maintain or sell fishing tackle products that contain lead,
9 that were manufactured, sold, distributed, or labeled by Opt-In Defendants, with the
10 requirements of Proposition 65 and Business and Professions Code § 17200, *et seq.*

11 8.4 For purposes of paragraph 8.1 of this Supplemental Consent Judgment, "Claims"
12 shall mean any and all manner of action or actions, cause or causes of action, in law or in equity,
13 administrative actions, petitions, suits, debts, liens, contracts, agreements, promises, liabilities,
14 claims, demands, known or unknown, fixed or contingent, that have existed, or now exist, all to
15 the extent based upon, arising out of or relating to the compliance of Opt-In Defendants with
16 Proposition 65, or regulations promulgated thereunder, and Business and Professions Code
17 § 17200, *et seq.*, with respect to the distribution or use of the Products.

18 **9. RETENTION OF JURISDICTION**

19 This Court shall retain jurisdiction of this matter to implement the Supplemental Consent
20 Judgment.

21 **10. CHANGE OF LAW**

22 In the event that there is a change of state or federal law which Opt-In Defendants
23 contend warrants modification of the warnings given under this Supplemental Consent Judgment
24 ("Change of Law"), Opt-In Defendants shall provide Plaintiff with ninety (90) days prior written
25 notice of their intent to revise or eliminate the warning provisions under this Supplemental
26 Consent Judgment and shall submit a Notification of Intent to Revise Warnings ("Notification")
27 given under this Supplemental Consent Judgment to Plaintiff along with an explanation of the
28 bases of their claim and all supporting data. Within ninety (90) days of receipt of Opt-In

1 Defendants' Notification, Plaintiff shall provide Opt-In Defendants with written notice of his
2 intent to challenge Opt-In Defendants' position (in the event that he chooses to make such a
3 challenge). If Plaintiff fails to provide Opt-In Defendants written notice of his intent to
4 challenge the Notification within ninety (90) days of receipt, Plaintiff shall waive all rights to
5 challenge Opt-In Defendants determination that a change of law has occurred that warrants
6 modification of the Supplemental Consent Judgment as set forth in the Notification. Opt-In
7 Defendants shall be entitled to limit or eliminate the warning provisions required under this
8 Supplemental Consent Judgment with respect to those Product(s) to which the Change of Law
9 applies, and may, at their election, Petition this Court to Modify this Supplemental Consent
10 Judgment in accordance with the Notification.

11 If Plaintiff timely notifies Opt-In Defendants of his intent to challenge the Notification,
12 Plaintiff and Opt-In Defendants shall negotiate in good faith for a period not to exceed thirty (30)
13 days to attempt to reach a settlement of this issue. If a settlement is not reached, Plaintiff and
14 Opt-In Defendants agree to submit such challenge to the superior court for determination,
15 pursuant to the Court's continuing jurisdiction of this matter under C.C.P. § 664.6 and this
16 Supplemental Consent Judgment. The prevailing party shall be entitled to reasonable attorneys'
17 fees and costs associated with bringing a motion brought under this paragraph to the Court for
18 determination.

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

23 **11. SEVERABILITY**

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

27 **12. ATTORNEYS' FEES**

28 In the event that a dispute arises with respect to any provision(s) of this Supplemental

1 Consent Judgment, the prevailing party shall be entitled to recover costs and reasonable
2 attorneys' fees.

3 **13. GOVERNING LAW**

4 The terms of this Supplemental Consent Judgment shall be governed by the laws of the
5 State of California.

6 **14. NOTICES**

7 All correspondence to Michael DiPirro shall be mailed to:

8 Clifford A Chanler
9 Chanler Law Group
10 Magnolia Lane (off Huckleberry Hill)
11 New Canaan, CT 06840-3801
12 (203) 966-9911

13 All correspondence to Opt-In Defendants or ASA shall be mailed to:

14 Carol René Brophy
15 Foley & Lardner
16 One Maritime Plaza – Sixth Floor
17 San Francisco, CA 94111-3404
18 (415) 984-9840

19 **15. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

22 **16. COUNTERPARTS AND FACSIMILE**

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

26 **17. AUTHORIZATION**

27 Each undersigned signatory to this Supplemental Consent Judgment certifies that he or
28 she has read, understood and agreed to all of the terms and conditions of this Supplemental
Consent Judgment. Each signatory further certifies that he or she is fully authorized by the party
he or she represents to stipulate to this Supplemental Consent Judgment and to enter into and

1 execute the Supplemental Consent Judgment on behalf of the party represented and to legally
2 bind that party.

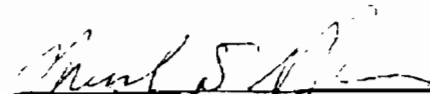
3 ///

4 ///

5 **AGREED TO:**

6
7
8 DATE:

3/22/01



Michael DiPirro
PLAINTIFF

FOLEY & DNER
ATTORNEY
LAW
ONE MARITIME PL., SIXTH FLOOR
SAN FRANCISCO, CALIFORNIA 94111-3404
TELEPHONE: (415) 774-4484
FACSIMILE: (415) 394-4507

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DATE: _____

DATE: March 21, 2001

Clifford A. Chanler,
Counsel to Michael DiPirro
PLAINTIFF

Carol René Brophy
Carol René Brophy,
Foley & Lardner
Counsel to OPT-IN DEFENDANTS

IT IS SO ORDERED:

RONALD E. QUIDACHAY

Superior Court Judge
PRESIDING JUDGE

Dated: APR 05 2001

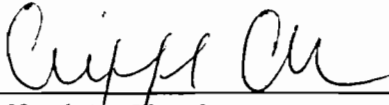
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DATE: 3/27/01

DATE: _____



Clifford A. Chanler,
Counsel to Michael DiPirro
PLAINTIFF

Carol René Brophy,
Foley & Lardner
Counsel to OPT-IN DEFENDANTS

IT IS SO ORDERED: .

Superior Court Judge

Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

DATE: March 8, 2001

Arthur A. Lavallee
Arthur A. Lavallee
President
Acme Tackle Company
DEFENDANT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

DATE: 3-8-01

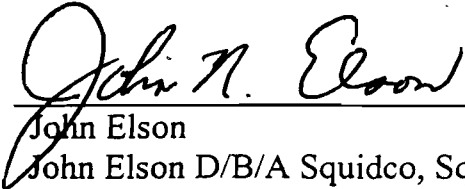


Brian P. Ward
President
Cortland Line Company Inc.
DEFENDANT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

DATE: 3-10-01

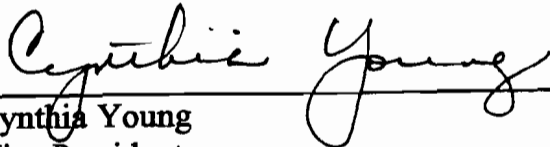


John Elson
John Elson D/B/A Squidco, Squidco Fishing,
Anglers Distributing, Aztec Mfg., and
Varmac Mfg.
DEFENDANT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

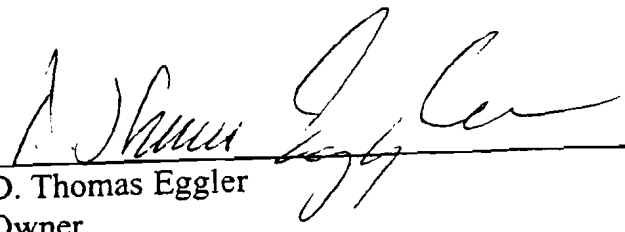
AGREED TO:

DATE: March 8, 2001


Cynthia Young
Vice President
Daiwa Corporation and Affiliated Company:
Daiwa Seiko, Inc.
DEFENDANT

1 **AGREED TO:**

2
3 DATE: 3/12/01


4 _____
5 D. Thomas Egger
6 Owner
7 Gaines Company
8 DEFENDANT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **AGREED TO:**

2
3 DATE:

3/8/01

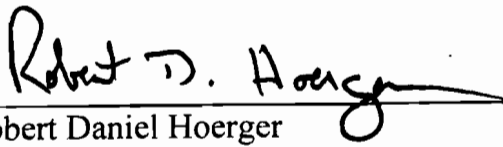


4 Katsuyuki Miura
5 General Manager
6 Gamakatsu USA, Inc. and Affiliated
7 Companies: Gamakatsu Co., Ltd. and
8 Gamakatsu International Co., Ltd.
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
DEFENDANT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

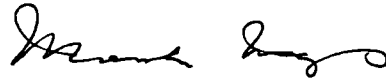
DATE: 3/8/01



Robert Daniel Hoerger
Secretary/ Controller
O. Mustad & Son (USA) Inc.
DEFENDANT

1 **AGREED TO:**

2
3 DATE: 03-12-01



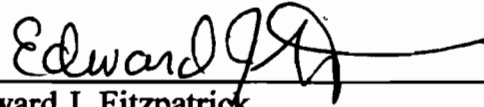
4 Masaaki Murayama
5 Director of U.S. Operation
6 Megabass General Baits Inc. and Affiliated
7 Company: Megabass USA (US Branch
8 Office).
9 DEFENDANT

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **AGREED TO:**

2
3 DATE:

3/12/01



4 Edward J. Fitzpatrick

5 Vice President

6 Plastilite Corporation and Affiliated

7 Companies: Desarrollo Industrial

8 Costarricense Para La Importacion Y La

9 Exportacion S.A., and Exportacion De


10 Articulos Para La Pesca Deportiva S.A.

11 DEFENDANT

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **AGREED TO:**

2
3 DATE: March 12, 2001



4 Richard B. Pool
5 President, Pro-Troll Inc.
6 Pro-Troll Inc. and Affiliated Companies:
7 Scott Plastics Ltd., Scotty Inc., Hotspot
8 Fishing and Lures Ltd., and Scotty
9 Sportfishing Products Inc.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

1 **AGREED TO:**

2
3 DATE:

3/8/01

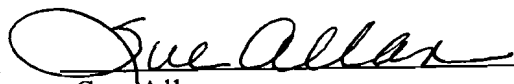
Scott Hogsett

4 Scott Hogsett
5 General Manager
6 Shakespeare Fishing Tackle
7 DEFENDANT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

DATE: March 19, 2001



Sue Allan
Vice President- Legal Affairs
"Shimano"
DEFENDANT

1 AGREED TO:

2
3 DATE: 3/9/01

Allan W. Ranson as COO of Strike
King Lure Co.

4 Allan W. Ranson
5 Chief Operating Officer
6 Strike King Lure Company
7 DEFENDANT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **AGREED TO:**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATE: 3/9/2001

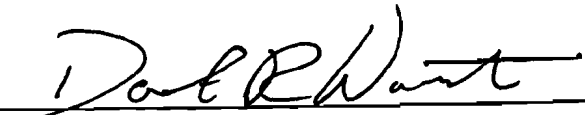


Toshinori Shimoda
Managing Director
Tiemco Ltd.
DEFENDANT

1 **AGREED TO:**

2
3 DATE:

3/8/01



4 David R. Worth
5 President
6 The Worth Company D/B/A Worth
7 Manufacturing
8 DEFENDANT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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, skinners, hook removers, bait boxes, swagger, line winders, wire, wire twisters, line protectors, and fisherman’s tools.

Exhibit B

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, 1996 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
Comal Tackle Company, Inc
P.O. Box 606
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
Bunaby, 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

Philip 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, L.L.C.
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 459
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 3165
Harrisburg, PA 17105

Keith Mirchandani, President
Tristar Products, Inc.
4 Century Drive
Parsippany, 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, L.L.C.
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 26th 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 C

EXHIBIT C

[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 D

EXHIBIT D

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 E

EXHIBIT E

[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 F

EXHIBIT F

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 set 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 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)

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.

Identification of Opt-in Settling Defendants Manufacturers that do not manufacture any fishing kits.

Acme Tackle Company, Cortland Line Company Inc., Daiwa Corporation and Affiliated Company: Daiwa Seiko, Inc., Gaines Company, Gamakatsu USA, Inc. and Affiliated Companies: Gamakatsu Co., Ltd. and Gamakatsu International Co., Ltd., John Elson D/B/A Squidco, Squidco Fishing, Anglers Distributing, Aztec Mfg., and Varmac Mfg., Megabass General Baits Inc. and Affiliated Company: Megabass USA (US Branch Office), O. Mustad & Son (USA) Inc., Plastilite Corporation and Affiliated Companies: Desarrollo Industrial Costarricense Para La Importacion Y La Exportacion S.A., and Exportacion De Articulos Para La Pesca Deportiva S.A., Pro-Troll Inc. and Affiliated Companies: Scott Plastics Ltd., Scotty Inc., Hotspot Fishing and Lures Ltd., and Scotty Sportfishing Products Inc., Shakespeare Fishing Tackle, "Shimano", Strike King Lure Company, The Worth Company D/B/A Worth Manufacturing, Tiemco Ltd.