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ENDORSED  
FILED  
ALAMEDA COUNTY

JUL 01 1996

5 Attorneys for Plaintiff

CLERK OF THE SUPERIOR COURT  
By Patricia Morrison

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of the State of California  
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16 Attorneys for Defendants

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF ALAMEDA

19 MATEEL ENVIRONMENTAL JUSTICE FOUNDATION,  
20 Plaintiff,

Case No. 752023-5

21 and

22 PEOPLE OF THE STATE OF CALIFORNIA, ex  
rel. DANIEL E. LUNGREN, Attorney General  
23 of the State of California,

CONSENT JUDGMENT

24 Plaintiff-Intervenors,

25 v.

26 ACCU-TEK, et al.,

Defendants.

1           1.       Introduction

2           1.1.     Pursuant to the Stipulation of the Parties approved  
3 by Order of the Court entered January 18, 1996, and amended on  
4 July 1, 1996 ("Amended Stipulation"), the Parties hereby  
5 stipulate that Judgment is entered as to the Complaint for Civil  
6 Penalties and Injunctive Relief filed on June 2, 1995, and later  
7 amended on September 8, 1995 ("Amended Complaint"), by Mateel  
8 Environmental Justice Foundation ("Mateel") and the People of  
9 the State of California, ex rel. Daniel E. Lungren ("People"),  
10 which intervened on December 26, 1995, as to Mateel and the  
11 People, and the following Defendants named in the Amended  
12 Complaint: ACCU-TEK, AMERICAN ARMS, INC., AMT, AUTO-ORDNANCE  
13 CORP., BERETTA U.S.A. CORP., BLOUNT, INC., BROWNING ARMS CO.,  
14 CALICO LIGHT WEAPON SYSTEMS, CENTURY INTERNATIONAL ARMS, INC.,  
15 CHINASPORTS, INC., COLT BLACKPOWDER ARMS CO., COLT'S MFG. CO.,  
16 INC., EAGLE IMPORTS, INC., FEDERAL CARTRIDGE CO., FIOCCHI OF  
17 AMERICA, INC., GLOCK, INC., H & R 1871, INC., HECKLER & KOCH,  
18 INC., HORNADY MFG., INC., INTERARMS, INTRATECH, J.O. ARMS &  
19 AMMUNITION CO., KBI, INC., L.A.R. MANUFACTURING, INC., LEW  
20 HORTON DIST. CO., INC., LORCIN ENGINEERING CO., INC., MAGNUM  
21 RESEARCH, INC., MARLIN FIREARMS CO., NATIONWIDE SPORTS  
22 DISTRIBUTORS, NAVY ARMS CO., OLYMPIC ARMS, INC., PARA-ORDNANCE,  
23 INC., PMC/ELDORADO CARTRIDGE CORP., PRECISION SALES INTL.,  
24 REMINGTON ARMS CO., INC., SGS IMPORTERS INTERNATIONAL, INC.,  
25 SIGARMS, INC., SILE DISTRIBUTORS, INC., SMITH & WESSON,  
26 SPORTARMS OF FLORIDA, SPRINGFIELD, INC., STOEGER INDUSTRIES,  
27 STURM, RUGER & CO., INC., TAURUS FIREARMS, INC., and WINCHESTER  
28 DIV., OLIN CORP. and as to the following defendants not named in

1 the Amended Complaint, but which executed the "Opt-in  
2 Stipulation" affixed as Exhibit A: A-SQUARE CO., INC., ACUSPORT  
3 CORPORATION, ALL-SPORTS SUPPLY, ARMAS INTL. MFG. CO., INC. dba  
4 AIMCO, INC., BERRY'S MFG., BILL HICKS & CO., LTD., BLACK HILLS  
5 AMMUNITION, INC., BRAZAS SPORTING ARMS, INC., BROWNELLS, INC.,  
6 CABELA'S INCORPORATED, CAMFOUR INCORPORATED, CENTURY ARMS, INC.,  
7 CENTURY INTERNATIONAL ARMS CORPORATION, DILLON PRECISION  
8 PRODUCTS, INC., DYNAMIT NOBEL/RWS, EAGLE EXIM INC., EAGLE  
9 INTERNATIONAL, INC., ELLETT BROTHERS, INC., EUROPEAN AMERICAN  
10 ARMORY CORP. dba E.A.A. CORP., EVANS SPORTS, INC., FREEDOM ARMS  
11 INC., GO SPORTSMEN'S SUPPLY, INC., GUN PARTS CORPORATION,  
12 GUNARAMA WHOLESALE, INC., HAMMERLI AG, HANSEN CARTRIDGE COMPANY,  
13 HERITAGE MANUFACTURING, INC, HODGDON POWDER COMPANY, INC.,  
14 HOLSTON ENTERPRISES, INC., HUNTINGTON'S SPORTSMAN'S STORE,  
15 IMPORT SPORTS INC., J'S PACIFIC ENTERPRISES, INC., J. P. SAUER &  
16 SOHN GMBH, K-SPORTS IMPORTS INC., KIMBER OF AMERICA, INC.,  
17 LESLIE EDELMAN, INC., LIPSEY'S, INC., LYMAN PRODUCTS  
18 CORPORATION, MARTIN B. RETTING, INC., MAVERICK ARMS, INC.,  
19 MIDWAY ARMS, INC., MKS SUPPLY, INC., NATIONAL RECREATIONAL  
20 SHOOTING SUPPLIES, INC. dba ASHLAND SHOOTING SUPPLIES, NILMAR,  
21 INC. (FORMALLY KNOWN AS RAM-LINE, INC.), NORTH AMERICAN ARMS,  
22 INC., NSD WEST, INC., O. F. MOSSBERG & SONS, INC., OUTDOOR  
23 SPORTS HEADQUARTERS, INC., P & B ENTERPRISES, INC., PARA-  
24 ORDNANCE MFG. INC., POWDER RIVER RIFLE COMPANY, INC. dba SHILOH  
25 RIFLE MFG. CO., RILEY'S INC., RSR GROUP, INC., RSR WHOLESALE  
26 GUNS, INC., RSR WHOLESALE GUNS MIDWEST, INC., RSR WHOLESALE GUNS  
27 NORTH CAROLINA, INC., RSR WHOLESALE GUNS OHIO, INC., RSR  
28 WHOLESALE GUNS SEATTLE, INC., RSR WHOLESALE GUNS TEXAS, INC.,

1 RSR WHOLESALE GUNS WEST, INC., RSR WHOLESALE SOUTH, INC.,  
2 SAFESPORT MANUFACTURING COMPANY, INC., SAM GROVE CUSTOM GUNWORK,  
3 SAMCO GLOBAL ARMS, INC., SAN FRANCISCO GUN EXCHANGE, INC.,  
4 SAVAGE SPORTS CORPORATION, SCHAUB DISTRIBUTORS, INC., SCOTT &  
5 ASSOCIATES/SCOTTSHOT USA, SCOTT WHOLESALE COMPANY, INC., SELLIER  
6 & BELLOT, USA, INC., SIERRA BULLETS, LLC, SPORTING GOODS  
7 PROPERTIES, INC., SPORTS, INC., SPORTSMEN'S SUPPLY, SUNDANCE  
8 INDUSTRIES, INC., THE SPORTSMAN'S GUIDE, INC., THE SPORTS  
9 AUTHORITY, THOMPSON/CENTER ARMS COMPANY, INC., TRISTAR SPORTING  
10 ARMS, LTD., U.S. REPEATING ARMS CO., VINTAGE EDITIONS, INC., VML  
11 INC. dba BUCKEYE SPORTS SUPPLY, WEATHERBY, INC., WEST COAST SHOT  
12 INC., WESTERN-HOEGEE CO., WILLIAMS SHOOTERS SUPPLY, INC., AND  
13 ZANDERS' SPORTING GOODS, INC. (hereinafter "Defendants").

14 1.2. The Amended Complaint alleged that Defendants  
15 violated provisions of the Safe Drinking Water and Toxic  
16 Enforcement Act of 1986, Health and Safety Code sections 25249.5  
17 et seq. ("Proposition 65") and the Business and Professions Code  
18 sections 17200 et seq. ("Unfair Competition Act") by knowingly  
19 exposing persons to lead and other substances known to the State  
20 of California to cause birth defects and other reproductive  
21 harm, without first providing a clear and reasonable warning to  
22 such individuals. The Amended Complaint alleged that exposure  
23 to lead and other substances occurs when persons in California  
24 use "ammunition" or "firearms," as those terms are defined at  
25 paragraph 1.3 herein, manufactured or distributed by Defendants.

26 1.3. For the purposes of this Consent Judgment,  
27 "ammunition" means shells, cartridges, projectiles, clips,  
28 magazines and other accessories and components thereof, and

1 "firearm" means any instrument which expels a projectile, such  
2 as a pellet, through the force of air pressure, CO<sub>2</sub> pressure,  
3 spring action, or powder combustion, or any spot marker gun.  
4 For purposes of this Consent Judgment, the term "firearm" shall  
5 specifically include any rifle, shotgun, pistol, or revolver,  
6 any other firearm capable of being concealed on the person, or  
7 any spot marker gun.

8 1.4. For purposes of this Consent Judgment, Defendants  
9 stipulate that this Court has subject matter jurisdiction over  
10 the allegations of violations contained in the Amended  
11 Complaint, and, without conceding that this Court has personal  
12 jurisdiction over any Defendant identified in paragraph 1.1.,  
13 the Defendants do not contest the exercise of personal  
14 jurisdiction solely and exclusively for the purposes of this  
15 Consent Judgment; that venue is proper in the County of Alameda;  
16 and that this Court has jurisdiction to enter this Consent  
17 Judgment as a resolution of those claims specified herein.

18 1.5. The Parties enter into this Consent Judgment to  
19 settle disputed claims between them and avoid prolonged  
20 litigation; to ensure that the objectives of Proposition 65 and  
21 the Unfair Competition Act are expeditiously carried out; and to  
22 provide a prompt, uniform, State-wide remedy for the matters  
23 alleged in the Amended Complaint. By execution of this Consent  
24 Judgment, Defendants do not admit any violations of Proposition  
25 65, the Unfair Competition Act, or any other law or standard  
26 applicable to warning or disclosure concerning the manufacture,  
27 distribution or sale of firearms or ammunition. Nothing in this  
28 Consent Judgment shall be construed as an admission by

1 Defendants of any fact, issue of law, or violation of law; nor  
2 shall compliance with this Consent Judgment constitute or be  
3 construed as an admission by Defendants of any fact, issue of  
4 law, or violation of law. The Defendants specifically deny that  
5 they have committed any such violation or that any present  
6 warning program is not sufficient to comply with any duties of a  
7 manufacturer, distributor, or retailer of firearms or ammunition  
8 under Proposition 65 or the Unfair Competition Act. Defendants  
9 assert that their manufacture, distribution or sale of firearms  
10 or ammunition has posed and poses no health or safety risk to  
11 consumers of those products; that there has been no violation by  
12 them of Proposition 65 or the Unfair Competition Act; that they  
13 have violated no other State or Federal law (including the  
14 common law) or regulation relating to the manufacture,  
15 distribution or sale of firearms or ammunition; and that they  
16 have had no obligation to provide warnings other than those  
17 already provided regarding the manufacture, distribution or sale  
18 of those products. Nothing in this Consent Judgment shall  
19 prejudice, waive or impair any right, remedy or defense  
20 Defendants may have in any other or further legal proceeding.  
21 However, this paragraph shall not diminish or otherwise affect  
22 the obligations, responsibilities and duties of Defendants under  
23 this Consent Judgment.

24 2. Injunctive Relief - Clear and Reasonable Warnings

25 2.1. Within thirty days after entry of this Consent  
26 Judgment, Defendants, acting through the Agent designated  
27 pursuant to paragraph 5, shall cause to be delivered, mailed, or  
28 otherwise distributed to each person or establishment in the

1 State licensed as a Federal Firearms Licensee ("FFL") to sell  
2 firearms or ammunition a notice of the form and content set  
3 forth in Exhibit B. Effective January 1, 1996, such warning  
4 statements are required to be posted by each FFL in California,  
5 pursuant to Cal. S.B. 23. All Parties agree that the posting of  
6 such materials pursuant to Cal. S.B. 23 constitutes compliance  
7 with Proposition 65 with respect to the sale or distribution of  
8 firearms or ammunition, and that distribution of these materials  
9 for posting by the FFLs satisfies all of Defendants'  
10 responsibilities under Proposition 65.

11 2.2. Said notices shall be delivered with a letter or  
12 other written material providing instructions for the proper  
13 posting of the notices and advising the FFL of the availability  
14 of additional notices if needed at no cost. Defendants shall  
15 utilize a current list of FFLs obtained from the Bureau of  
16 Alcohol, Tobacco & Firearms to identify FFLs in the State. This  
17 letter shall contain the text shown in Exhibit C.

18 2.3. The distribution referred to in paragraph 2.1 will  
19 be repeated one time, two years after entry of this Consent  
20 Judgment. The subsequent distribution will be to the then  
21 current list of FFLs in the State.

22 3. Further Injunctive Relief

23 3.1. In addition to the injunctive relief set forth at  
24 paragraphs 2.1-2.3, Defendants agree to take the following  
25 additional steps to distribute warnings regarding exposure to  
26 lead and other substances from the use of firearms and  
27 ammunition, by the deadlines below.

28 / / /

1           3.2.   Materials for State Firearms Safety Programs

2           (a)       Within thirty days after entry of this Consent  
3 Judgment, Defendants, acting through the Agent designated  
4 pursuant to paragraph 5, shall submit to the Office of the  
5 Attorney General, for inclusion in the pamphlet regarding  
6 firearm safety that is to be distributed by the Attorney General  
7 under Section 12080 of the California Penal Code, material on  
8 the handling and use of ammunition and firearms to minimize  
9 exposure to lead and other substances.

10          (b)       Within thirty days after entry of this Consent  
11 Judgment, Defendants, acting through the Agent designated  
12 pursuant to paragraph 5, shall submit to the Office of the  
13 Attorney General, for inclusion in the hunter safety training  
14 program required under Section 3049 et seq. of the Fish and Game  
15 Code, material on the handling and use of ammunition and  
16 firearms to minimize exposure to lead and other substances.

17           3.3.   Industry Safety Guidelines

18          (a)       Within ninety days after entry of this Consent  
19 Judgment, Defendants, acting through the Agent designated  
20 pursuant to paragraph 5, will revise the existing industry  
21 firearms safety guidelines in accordance with Exhibit D.  
22 Approximately, two million (2,000,000) copies of the revised  
23 guidelines will be distributed within two years of entry of this  
24 Consent Judgment.

25           3.4.   Public Service Announcements

26          (a)       Defendants, acting through the Agent  
27 designated pursuant to paragraph 5, will produce a public  
28 service announcement for the print media ("Announcement")



1 regarding the handling and use of ammunition and firearms to  
2 minimize exposure to lead and other substances.

3 (b) Within sixty days after entry of this Consent  
4 Judgment, the Defendants, acting through the Agent designated  
5 pursuant to paragraph 5, will submit the Announcement to the  
6 following publications listed in Exhibit E.

7 (c) Within sixty days after entry of this Consent  
8 Judgment, the Defendants, acting through the Agent designated  
9 pursuant to paragraph 5, will distribute the Announcement to  
10 approximately 125 newspaper, magazine and electronic media  
11 outdoor columnists and reporters in California.

12 (d) Defendants, acting through the Agent  
13 designated pursuant to paragraph 5, shall use their best efforts  
14 to persuade the publications referred to in subparagraph (b)  
15 above to print the public service announcement referred to in  
16 subparagraph (a).

17 (e) The distribution provided for in subparagraphs  
18 (b) and (c) above will be substantially repeated one time, two  
19 years after entry of this Consent Judgment.

20 3.5. Product Labels

21 (a) Within eighteen months, or the first date of  
22 revision in the ordinary course of business, but in no case  
23 later than two years after entry of this Consent Judgment, each  
24 Defendant that is a manufacturer or importer of ammunition shall  
25 include one of the warning statements set forth at Exhibits F-1  
26 and F-2, or their substantial equivalent, on or in the packaging  
27 of ammunition which is packaged after that date and which will  
28 be shipped for sale in the State of California. Importers of

1 ammunition packaged outside the United States may provide to  
2 wholesalers, distributors and/or retailers warning labels  
3 capable of being affixed to the individual ammunition containers  
4 by the wholesaler, distributor and/or retailer.

5 (b) Within eighteen months, or the first date of  
6 revision in the ordinary course of business, but in no case  
7 later than two years after entry of this Consent Judgment, each  
8 Defendant that is a manufacturer or importer of firearms shall  
9 include one of the warning statements set forth at Exhibits F-1  
10 and F-2, or their substantial equivalent, on or in the packaging  
11 materials of firearms that are packaged after that date and that  
12 will be shipped for sale in the State of California.

13 Alternatively, such warning may be included with the discussion  
14 of ammunition in the manufacturer's instruction manual shipped  
15 with the firearm.

16 4. Settlement Payment

17 4.1. Within sixty days from the date this Consent Judgment  
18 is fully executed by the Parties and entered by the Court,  
19 Defendants shall pay the total sum of \$280,000 in settlement of  
20 the anticipated claims referred to herein. The money shall be  
21 paid as follows:

22 (a) a civil penalty, pursuant to Health and Safety  
23 Code §§ 25192 and 25249.7(b), in the amount of \$70,000;

24 (b) the sum of \$20,000, as a donation to the  
25 Alameda County Lead Poison Prevention Project, a tax-exempt,  
26 charitable corporation organized under the laws of California,  
27 to be used for lead safety programs;

28 / / /

1 (c) the sum of \$25,000 to the American Firearms  
2 Council, to be used for the purpose of training programs to  
3 educate shooters regarding exposure to lead and other  
4 substances;

5 (d) the sum of \$25,000, as restitution under the  
6 Unfair Competition Act, to the Attorney General, to be used for  
7 the purpose of incorporating material on the handling and use of  
8 ammunition and firearms to minimize exposure to lead and other  
9 substances into the materials referred to in paragraph 3.2 of  
10 this Consent Judgment; however, if such funds are not used by  
11 the Attorney General for this purpose within 180 days after  
12 entry of this Consent Judgment, then this amount shall be  
13 divided equally between the Alameda County Lead Poison  
14 Prevention Project and the American Firearms Council, to be used  
15 for the purposes described in subparagraphs (b) and (c) above.  
16 Payment shall be made by delivery of certified funds made  
17 payable to "Attorney General's Office--Basic Firearms Safety  
18 Certificate Program" to Office of the Attorney General,  
19 Attention Deputy Attorney General Edward G. Weil, 2101 Webster  
20 Street, 12th Floor, Oakland CA, 94612;

21 (e) the sum of \$140,000, representing reasonable  
22 costs and attorneys' fees incurred by Mateel to investigate and  
23 prosecute this matter and negotiate this Consent Judgment. This  
24 sum was paid in full in January 1996. In the event that the  
25 settlement in this matter is challenged by any person not a  
26 Party to this Agreement, such that the Consent Judgment in this  
27 action does not become final, then this sum shall be returned in  
28 full (\$140,000) to the Defendants.

1           4.2. Payment of the amount specified in paragraph 4.1.(a)  
2 above shall be made to the Attorney General of the State of  
3 California, except that twenty-five percent of that amount shall  
4 be paid directly to the Pacific Justice Center consistent with  
5 Health and Safety Code §§ 25192(a)(2) and 252497. The payments  
6 shall be made by certified check, and shall note that the  
7 payments are made in connection with the settlement of this  
8 action. Payment of the amounts specified in paragraphs 4.1.(e)  
9 above also shall be made directly to the Pacific Justice Center.  
10 Payments to the Attorney General shall be delivered to:

11                   Deputy Attorney General Edward G. Weil  
12                   Office of the Attorney General of  
13                   the State of California  
14                   2101 Webster Street, Twelfth Floor  
15                   Oakland, California 94612

14 Payments to the Pacific Justice Center shall be delivered to:

15                   Melvin B. Pearlston  
16                   Pacific Justice Center  
17                   530 Briceland Road  
18                   Redway, California 95560

18 Evidence of payments made pursuant to paragraphs 4.1.(b), (c),  
19 and (d) also shall be sent to Deputy Attorney General Weil at  
20 the address of the Attorney General, above.

21           5.     Agent

22           5.1. The Sporting Arms and Ammunition Manufacturers'  
23 Institute, Inc. shall be the Agent of Defendants for purposes of  
24 implementing the educational programs of paragraphs 2 and 3.  
25 The Sporting Arms and Ammunition Manufacturers' Institute, Inc.  
26 will confer and consult with the American Shooting Sports  
27 Council, Inc. in the development and implementation of the  
28 educational programs referred to in paragraphs 2 and 3.

1           5.2. When each educational program required by paragraph 2  
2 and 3 has been carried out, the Agent shall provide Counsel for  
3 Plaintiff and the Attorney General with documentation that such  
4 program has been carried out.

5           5.3. The activities, papers, books and records of the  
6 Agent related to the implementation of the educational programs  
7 of paragraphs 2 and 3 shall be subject to review and inspection  
8 by the Attorney General or his representatives upon demand.

9           5.4. Notwithstanding the appointment of the Agent to carry  
10 out the duties enumerated in paragraphs 2 and 3 above,  
11 Defendants shall remain responsible for the failure of the Agent  
12 to carry out any duties under this Consent Judgment, and the  
13 failure of the Agent to carry out such duties may be grounds for  
14 an action against Defendants for specific enforcement of the  
15 Consent Judgment, as provided in paragraph 7.

16           6.     Compliance

17           6.1. The manufacture, distribution, sale, resale, and/or  
18 use of firearms and ammunition by a Defendant or those to whom  
19 it distributes or sells firearms or ammunition in its chain of  
20 distribution (including, without limitation, producers,  
21 wholesalers, brokers, importers, resellers, distributors, and  
22 retailers) does not violate Proposition 65 or the Unfair  
23 Competition Act, if such Defendant is in compliance with this  
24 Consent Judgment.

25           7.     Enforcement of Consent Judgment

26           7.1. The Parties may, by motion or order to show cause  
27 before the Superior Court of Alameda County, enforce the terms  
28 and conditions of this Consent Judgment. In any action brought

1 by any Party to enforce this Consent Judgment, the prevailing  
2 party may seek whatever fines, costs, penalties or remedies are  
3 provided by law.

4 8. Entry of Consent Judgment

5 8.1. Upon entry of this Consent Judgment, the Parties to  
6 this Consent Judgment waive their right to a hearing or trial on  
7 the allegations of the Complaint.

8 9. Matters Covered by This Consent Judgment

9 9.1. This Consent Judgment is a full and final judgment  
10 as to each signatory Defendant as to any and to all claims,  
11 violations, actions, damages, costs, penalties, attorney's fees  
12 or causes of action based upon any alleged violation of  
13 Proposition 65 and the Unfair Competition Act up to and  
14 including the date of entry of this Consent Judgment arising  
15 from the alleged failure to provide clear and reasonable  
16 warnings for firearms or ammunition produced, sold, or  
17 distributed by each such Defendant for sale in the State of  
18 California, and to those to whom it distributes or sells  
19 firearms or ammunition in its chain of distribution (including,  
20 without limitation, producers, wholesalers, brokers, importers,  
21 resellers, distributors, and retailers), and any operators of  
22 facilities where Defendants' products are used, and any  
23 manufacturers of cleaning products and accessories with which  
24 Defendants' products are used.

25 10. Modification of Consent Judgment

26 10.1. This Consent Judgment may be modified upon written  
27 approval of the Parties and upon entry of a modified Consent  
28 Judgment by the Court thereon, or as otherwise provide by law.

1           11.     Application of Consent Judgment

2           11.1. This Consent Judgment shall apply to and be binding  
3 upon the Parties, their directors, officers, employees, agents,  
4 divisions, subdivisions, and subsidiaries, and the successors or  
5 assigns of any of them, provided that no individual, and no  
6 natural person or shareholder of any corporation, shall be  
7 liable for payment of any penalties, costs, or other payments  
8 toward the cost or injunctive relief owed by a corporation,  
9 partnership, or other business entity that has entered into this  
10 Consent Judgment.

11           12.     Mutual Release of Claims between Plaintiff and  
12 Defendants

13           12.1. Plaintiff Mateel, its members, employees, and agents,  
14 and its attorneys, their employees and agents, by this Consent  
15 Judgment, waive any claim not prosecuted in this action, whether  
16 known or unknown as of the date this Consent Judgment becomes  
17 final and nonappealable, against Defendants and Defendants'  
18 employees and agents, and Defendants' attorneys and Defendants'  
19 attorneys' employees and agents, whether under Proposition 65 or  
20 the Unfair Competition Act, or any other federal, state or local  
21 law.

22           12.2. Defendants, their employees and agents, and their  
23 attorneys and their employers and agents, hereby waive against  
24 Mateel and its members, employees and agents, and its attorneys,  
25 their employees and agents, any claim not prosecuted in this  
26 action, whether known or unknown, as of the date this Consent  
27 Judgment becomes final and nonappealable, under any federal,  
28 state or local law.

1           12.3. Plaintiff Mateel and the Defendants hereby waive,  
2 with respect to Defendants, the application of Section 1542 of  
3 the Civil Code, which provides:

4           A general release does not extend to claims  
5 which the creditor does not know or suspect  
6 to exist in his favor at the time of  
7 executing the release, which if known by him  
8 must have materially affected his settlement  
9 with the debt.

10           13.    Incorporation of Amended Stipulation into Final  
11 Consent Judgment

12           13.1. The Amended Stipulation for Entry of Judgment is  
13 hereby fully incorporated into this Consent Judgment.

14           14.    Authority to Stipulate

15           14.1. Each signatory to this Consent Judgment certifies  
16 that he or she is fully authorized by the party he or she  
17 represents to enter into this Consent Judgment and to execute it  
18 on behalf of the party represented and legally bind that party.

19           15.    Retention of Jurisdiction

20           15.1. This Court shall retain jurisdiction of this matter  
21 to implement this Consent Judgment.

22           16.    Entire Agreement

23           16.1. This Consent Judgment contains the sole and entire  
24 agreement and understanding of the parties with respect to the  
25 entire subject matter hereof, and any and all prior discussions,  
26 negotiations, commitments and understandings related hereto. No  
27 representations, oral or otherwise, express or implied, other  
28 than those contained herein have been made by any party hereto.



1 No other agreements not specifically referred to herein, oral or  
2 otherwise, shall be deemed to exist or to bind any of the  
3 parties.

4 17. Governing Law

5 17.1. The validity, construction and performance of this  
6 Consent Judgment shall be governed by the laws of the State of  
7 California.

8 18. Consent Judgment Conditioned On Court Approval

9 18.1. Each term of this Consent Judgment is conditioned  
10 upon the above-captioned Court's entry of this Consent Judgment  
11 in its entirety.

12 IT IS SO STIPULATED:

13 DATED: 6-26-96

Pacific Justice Center

14 By: William Verick

15 WILLIAM VERICK  
16 Counsel for Mateel Environmental  
Justice Foundation

17 DATED: 6/11/96

18 DANIEL E. LUNGREN,  
Attorney General of the State of  
California  
19 RODERICK E. WALSTON  
Chief Assistant Attorney General  
20 THEODORA BERGER,  
Assistant Attorney General  
21 EDWARD G. WEIL  
Deputy Attorney General

22 By: Edward G. Weil  
23 EDWARD G. WEIL  
24 Deputy Attorney General

25 DATED: 6-25-96

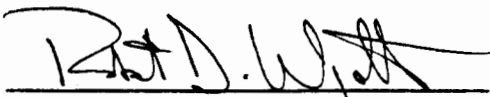
McKENNA & CUNEO, L.L.P.

26 By: Stanley W. Landfair, III

27 STANLEY W. LANDFAIR  
28 Counsel for Defendants, except  
Outdoor Sports Headquarters, Inc.

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DATED: June 28, 1996 BEVERIDGE & DIAMOND, P.C.

By:   
ROBERT D. WYATT  
Counsel for Outdoor Sports  
Headquarters, Inc.

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16 Attorneys for Defendants

17

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 19 **FOR THE COUNTY OF ALAMEDA**

20

21 MATEEL ENVIRONMENTAL JUSTICE  
 FOUNDATION,  
 22  
 Plaintiff,  
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 and  
 24 PEOPLE OF THE STATE OF CALIFORNIA, ex  
 rel. DANIEL E. LUNGREN, Attorney  
 General of the State of California  
 25  
 Plaintiff-Interveners,  
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 v.  
 27 ACCU-TEK, et al.,  
 28  
 Defendants.

Case No. 752023-5

APPEARANCE OF ADDITIONAL  
 DEFENDANT AND STIPULATION  
 FOR ENTRY OF JUDGMENT

1 I HEREBY STIPULATE:

2 1. The person or entity named below manufactured, sold or  
3 distributed ammunition or firearms containing lead and other  
4 substances in the State of California since February 27, 1988.

5 2. The person or entity named below hereby accepts  
6 service of the summons and amended complaint in this case as a  
7 John Doe defendant to be designated by the Attorney General and  
8 Mateel Environmental Justice Foundation, and voluntarily appears  
9 in this action through the filing of this Opt-in stipulation.

10 3. I have read, and the person or entity named below  
11 agrees to be bound by, all terms and conditions of the  
12 Stipulation for Entry of Judgment approved by the Court in Case  
13 No. 752023-5. A copy of that Stipulation for Entry of Judgment  
14 was provided to me.

15 4. I will file the signed original of this Stipulation,  
16 either myself or through an attorney of my choosing, by the end  
17 of the opt-in period provided for at paragraph 13 of the  
18 Stipulation for Entry of Judgment, and send a copy of the  
19 Stipulation to common counsel for the settling defendants for a  
20 determination of the share of the settlement to be paid by the  
21 entity on behalf of which I am signing as determined by the  
22 settling defendants at the end of the opt-in period, and send a  
23 check for that amount, plus court filing fees, to the common  
24 counsel prior to entry of the Judgment.

25 5. I have full authority to agree to this Stipulation for  
26 Entry of Judgment for the entity on behalf of which I am

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1 signing, and to bind the entity on behalf of which I am signing  
2 to the terms of the Stipulation for Entry of Judgment.

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DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Exact corporate name of  
company represented

**EXHIBIT B**

**Discharging  
firearms in poorly  
ventilated areas,  
cleaning firearms,  
or handling  
ammunition may  
result in exposure  
to lead, a  
substance known  
to cause birth  
defects,  
reproductive  
harm, and other  
serious physical  
injury. Have  
adequate  
ventilation at all  
times. Wash  
hands thoroughly  
after exposure.**

**EXHIBIT C**

\_\_\_\_\_ 1996

Dear Federal Firearms License Holder:

**CALIFORNIA PROPOSITION 65**

The enclosed notice is sent to you in compliance with the California Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as California Proposition 65). This law requires, in part, that no person in the course of doing business shall knowingly and intentionally expose any individual to certain chemicals without first giving a clear and reasonable warning to such individual. Regulations provide prescribed text for such warnings and provide that signs at retail outlets are a prescribed method of transmitting the warnings to consumers.

Since ammunition and ammunition components may contain lead and other substances, it is necessary for all retail dealers of such products to warn consumers of the potential exposure to lead and other substances. This letter therefore is being sent to all holders of record of federal firearms dealer licenses in the State of California. The purpose is to advise of this requirement and to provide warning notices for posting at all points of retail sale in order to meet this obligation.

Notices must be placed near all displays of firearms and ammunition or, alternatively, adjacent to cash registers or other points of sale. The notices must be readily visible to customers. Additional copies of the notice are available from this office at no cost.

If you have any question about this matter, please contact your ammunition supplier.

Sincerely,

Robert T. Delfay  
Executive Director

## 5 Ammunition Precautions



You must assume the serious responsibility of using only the correct ammunition for your firearm. Read and heed all warnings including those that appear in the gun's instruction manual and on the ammunition boxes.

Improper or incorrect ammunition can destroy a gun and cause serious personal injury. Use only ammunition that exactly matches the caliber or gauge of your gun.

Firearms are designed, manufactured and proof tested to standards based upon factory loaded ammunition. Handloaded or reloaded ammunition deviating from pressures generated by factory loads or from component recommendations specified in reputable handloading manuals can be dangerous, and can cause severe damage to guns and serious injury to the shooter. Do not use improper reloads or ammunition made of unknown components.

Ammunition that has become very wet or has been submerged in water should be discarded in a safe manner. Do not spray oil or solvents on ammunition or place ammunition in excessively lubricated firearms.

Form the habit of examining every cartridge you put in your gun. Never use damaged or substandard ammunition.

Discharging firearms in poorly ventilated areas, cleaning firearms, or handling ammunition may result in exposure to lead and other substances known to cause birth defects, reproductive harm, and other serious physical injury. Have adequate ventilation at all times. Wash hands thoroughly after exposure.



## EXHIBIT E

### OUTDOOR MAGAZINES DISTRIBUTED IN CALIFORNIA

American Field  
American Hunter  
American Rifleman  
American Shotgun  
California Hunter Magazine  
The Deer Trail  
Deer & Deer Hunting  
Ducks Unlimited  
Field & Stream  
Fishing & Hunting Journal  
Fishing & Hunting News  
Fur-Fish-Game  
Gun Week  
Muzzleloading Hunter  
North American Hunter  
Outdoor News  
Outdoor Retailer (Trade)  
Petersen's Hunting  
Precision Shooting Magazine  
Shooting Industry (Trade)  
Shooting Sports Digest  
Shooting Sports News  
Shooting Sports Retailer (Trade)  
Shooting Times/Handgun Quarterly  
SHOT Business (Trade)  
Shotgun West  
Skeet Shooting Review  
Sporting Clays Magazine  
Sporting Goods Business  
Sports Afield  
The Handgunner's Journal  
Trap & Field Magazine  
United States Revolver Association

### **EXHIBIT F-1**

Discharging firearms in poorly ventilated areas, cleaning firearms, or handling ammunition may result in exposure to lead and other substances known to cause birth defects, reproductive harm, and other serious physical injury. Have adequate ventilation at all times. Wash hands thoroughly after exposure.

## **EXHIBIT F-2**

Discharging firearms in poorly ventilated areas, cleaning firearms, or handling ammunition may result in exposure to lead and other substances known to the State of California to cause birth defects, reproductive harm, and other serious physical injury. Have adequate ventilation at all times. Wash hands thoroughly after exposure.