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8 Attorneys for Plaintiff
9 AS YOU SOW

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

AS YOU SOW, a non-profit
organization,

Plaintiff,

v.

BOWMAN DISTRIBUTION DIVISION,
BARNES GROUP INC., and DOES 1
through 1000, inclusive,

Defendants.

No. 968342

STIPULATION FOR ENTRY OF
JUDGMENT

IT IS HEREBY STIPULATED, by and between plaintiff As You
Sow and defendant BOWMAN DISTRIBUTION DIVISION, BARNES GROUP INC.
("Bowman"), through their respective representatives, that judgment
in the above-entitled action be entered in accordance with the
terms of the settlement agreement between the parties, which is
attached hereto as Attachment A.

Dated: June 5, 1995

by:

Hernan G. Sanhueza
Attorney for Plaintiff
AS YOU SOW

Dated: June 5, 1995

by:

Jeffrey M. Judd
Attorney for Defendant
BOWMAN DISTRIBUTION
DIVISION, BARNES GROUP INC.

Exhibit A

STIPULATED SETTLEMENT AGREEMENT

On May 18, 1995 in San Francisco, California, As You Sow ("AYS") and Bowman Distribution Division, Barnes Group Inc. ("Bowman"), agreed to the following terms and conditions:

WHEREAS:

AYS is a not-for-profit public interest foundation dedicated to promoting toxic awareness, protecting the environment and improving human health; and

Bowman is a company that currently distributes and sells paints, chemicals, solvents, janitorial products, automotive maintenance and repair products and other special-purpose products, which contain certain Proposition 65-listed chemicals including toluene, methylene chloride, perchloroethylene, benzene, carbon black, antimony, di(2-ethylhexyl) phthalate, saccharin, nickel, lead and asbestos. A list of the products which are covered by this Agreement is set forth in Attachment A (the "Products"); and

On January 9, 1995, AYS served Bowman with a document entitled, 60-Day Notice, which provided Bowman with notice that it was allegedly in violation of Health & Safety Code §25249.6 (also referred to as "Proposition 65") for failing to warn individuals that certain products it distributes and sells in California expose users to certain carcinogens and/or reproductive toxins listed pursuant to Health & Safety Code §25249.8; and

On March 29, 1995, AYS served a complaint against Bowman styled As You Sow v. Bowman Distribution, Inc. (San Francisco Superior Court No. 968342); and

In order to avoid costly and time-consuming litigation, AYS and Bowman have agreed to settle all claims that have been brought or that could have been brought against Bowman for exposures arising from Bowman's distribution and sale of the products listed in Attachment A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. As of January 1, 1996, Bowman agrees that it shall not ship (or cause to be shipped) for sale or use in the State of California, any of the Products, unless such products contain one of the following warning statements on its label:

- (a) For products containing a Proposition 65 chemical listed by the State of California as known to cause birth defects or other reproductive harm:

"WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm."

- (b) For products containing two or more Proposition 65 chemicals listed by the State of California as known to cause birth defects or other reproductive harm:

"WARNING: This product contains chemicals known to the State of California to cause birth defects or other reproductive harm."

- (c) For products containing a Proposition 65 chemical listed by the State of California as known to cause cancer:

"WARNING: This product contains a chemical known to the State of California to cause cancer."

- (d) For products containing two or more Proposition 65 chemicals listed by the State of California as known to cause cancer:

"WARNING: This product contains chemicals known to the State of California to cause cancer."

- (e) For products containing both a Proposition 65 chemical listed by the State of California as known to cause cancer and a Proposition 65 chemical listed by the State of California as known to cause birth defects or other reproductive harm:

"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

This warning statement shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. By way of example, and not of limitation, the Proposition 65 warning set forth on the label for the Product identified as "Red Lacquer, Product I.D. No. 24681, attached hereto as Attachment B, is deemed to comply with ¶ 1 (a) of this Agreement.

2. MSDS Revisions. Bowman agrees to initiate revisions to the Products' Material Safety Data Sheets ("MSDS") to add warnings consistent with the warnings outlined in ¶ 1(a) - (e) of this Agreement. These revisions shall be completed by Bowman by January 1, 1996. By way of example, and not of limitation, the Proposition 65 warning set forth on the MSDS corresponding to the Product identified as "Safety Red Marking

Paint", Product I.D. No. 24788, attached hereto as Attachment C, is deemed to comply with ¶2 of this Agreement.

3. Restitution and Costs. Within 30 days after the date Bowman executes this Agreement, Bowman shall pay \$25,000 to AYS. AYS shall apportion this payment as follows:

- (a) The restitutionary component of this payment, which is made pursuant to Business & Professions Code §17203, shall be remitted to "Rainforest Action Network" a non-profit group dedicated to the preservation of rainforests.
- (b) The cost component of this payment will be used by AYS to help defray its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to Bowman's attention, and negotiating a settlement in the public interest.

4. Waiver of Proposition 65 Penalties. On account of Bowman's timely response to this action and its willingness to improve its Proposition 65 compliance program under the terms of this Agreement, AYS, by this Agreement, hereby waives all claims for penalties under and pursuant to Proposition 65.

5. Bowman Release. AYS, by this Agreement, waives all rights to any and all claims, demands and actions, known or unknown, suspected or unsuspected, concealed or not, against Bowman, its officers, directors, distributors or its customers, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim arising from or relating to Bowman's alleged or actual failure to warn individuals about exposure to Proposition 65 chemicals from any of the Products identified in Attachment A to this Agreement.

6. AYS Release. Bowman, by this Agreement, waives all rights to any and all claims, demands and actions, known or unknown, suspected or unsuspected, concealed or not, against AYS, its members, officers, directors, attorneys and representatives (the "AYS Releasees") based on any statute or provision of common law and for all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 against Bowman with respect to the Products listed on Attachment A to this Agreement.

7. Civil Code §1524 Waiver. The parties hereby waive the benefits of Civil Code Section 1542 (as this release pertains to the products listed in attachment A only), which provides:

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

8. Stipulated Judgment. Concurrently with the execution of this Agreement, the parties shall duly execute the Stipulation for Entry of Judgment attached hereto as Attachment D (the "Stipulation"). Within five days after receipt of a fully executed Agreement and Stipulation, AYS shall file with the Court the Stipulation and [Proposed] Order for Entry of Judgment attached hereto as Attachment E.

9. Disputes Under This Agreement. In the event that a dispute arises with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

10. Governing Law. The terms of this Agreement shall be governed by the laws of the State of California.

11. Complete Agreement. this Agreement is complete. There are no warranties or understandings not set forth in it. It may only be amended by a writing executed by the parties specifically referring to this agreement.

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

13. Counterparts. This document may be executed in counterparts with each copy considered an original.

14. All correspondence to AYS shall be mailed to:

Clifford A. Chanler, Esq.
Chanler & Associates
1700 Montgomery Street, Suite 110
San Francisco, CA 94111

15. All correspondence to Bowman shall be mailed to:

Chuck Lindsey, Esq.
Barnes Group, Inc.
Executive Offices
123 Main Street
Bristol, CT 06040

with an additional copy mailed to,

Jeffrey M. Judd, Esq.
O'Melveny & Myers
275 Battery Street
San Francisco, CA 94111

16. Non-Admission. Nothing in this Settlement Agreement shall be construed as an admission by Bowman of any fact, finding, issue of law, or violation of law, nor shall

compliance with this Agreement constitute or be construed as an admission by Bowman of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligation, responsibilities, and duties of Bowman under this Settlement Agreement.

17. Authority to Execute. The undersigned, and the persons executing on their behalf, are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO:

AGREED TO:

BY: _____

Benayto
As You Sow

BY: _____

Leonard M. Chucci
Bowman Distribution
Division, Barnes Group
Inc.

Dated: _____

5/22/95

Dated: _____

May 18, 1995

Attachment A

BOWMAN PRODUCTS COVERED BY SETTLEMENT AGREEMENT

PART NUMBER	PRODUCT NAME	PROP 65 WARNING TYPE*
6688	SLEEVE SEAL	1(d)
7408	SLEEVE SEAL	1(d)
19023	CAULKING STRIP - BLACK	1(c)
19419	SEAL-N-PLACE FUEL TANK REPAIR KIT - PART A (POUCH)	1(c)
19429	DIP-N-SEAL	1(a)
19440	BRAKE CLEANER	1(c)
19444	NON-ODC BRAKE CLEANER	1(d)
19446	GEL ENGINE & EQUIPMENT CLEANER/DEGREASER	1(a)
19449	GEL GRAFFITI REMOVER	1(a)
19454	BLUE LAYOUT FLUID	1(e)
19455	LAYOUT FLUID REMOVER	1(a)
19457	RED INSULATING VARNISH	1(a)
19464	OPEN GEAR AND FIFTH WHEEL LUBE	1(c)
19466	CUTTING TOOL COOLANT	1(c)
19475	GASKET DECAL & PAINT REMOVER	1(c)
19481	HYLOMAR UNIVERSAL SEALANT DRESSING	1(c)
20050	CHEMICAL ACTIVATOR CEMENT (FLAMMABLE)	1(a)
21440	SAFETY SOLVENT	1(c)
21445	WHITE ACRYLIC CAULK	1(c)
21465-1	AUTO ELECTRIC SEALING COMPOUND	1(d)
21465-S	AUTO ELECTRIC SEALING COMPOUND	1(d)

* Refers to Paragraph 1(a), 1(b), 1(c), 1(d) or 1(e) of the Settlement Agreement, as applicable based on the chemical formula of each product as of the date of the Settlement Agreement. The type of warning may change if the chemical formula of the product changes. Products marked "***" are thread lockers and sealers manufactured by Loctite Corporation and/or Permatex Industrial. In reliance on information provided by Loctite indicating that oral exposure is the only route by which saccharine has been shown to be carcinogenic, no Proposition 65 warning will be provided for those products marked "***."

PART NUMBER	PRODUCT NAME	PROP 65 WARNING TYPE*
21525, 21526, 21527	SLH ADHESIVE/SEALANT - WHITE AND COLORS	1(a)
21528	SLH ADHESIVE/SEALANT (CLEAR)	1(a)
21561	60/40 ROSIN CORE SOLDER	1(e)
21562	50/50 SOLID WIRE SOLDER	1(e)
21568	40/60 ACID CORE SOLDER	1(e)
21573, 21575, 21576	50/50 ACID CORE SOLDER	1(e)
21577, 21578	50/50 ENERGIZED ROSIN CORE SOLDER	1(e)
21913	RUBBERIZED UNDERCOATING	1(a)
21915	GALV - COAT	1(a)
21937	STA-N-TACK PRESSURE SENSITIVE ADHESIVE	1(a)
21943	AUTOMATIC CHOKE, PCV, & CARBURETOR CLEANER	1(c)
21944	POWER PLUS PERFORMANCE CARB AND CHOKE CLEANER	1(c)
21948	BATTERY TERMINAL PROTECTOR	1(c)
21969	POWER PLUS II CARB, CHOKE & THROTTLE BODY CLEANER	1(a)
21976	HI-STRENGTH WEATHERSTRIP ADHESIVE (AMBER)	1(a)
21978	BLACK WEATHERSTRIP ADHESIVE	1(a)
21982	MOLDING & EMBLEM ADHESIVE	1(a)
21983	RED TACK ADHESIVE/SEALANT	1(a)
21984	HI-COPPER GASKET SEALANT	1(c)
22003, 22004	BOWMAN/LOCTITE MEDIUM STRENGTH THREAD LOCKER	**

* Refers to Paragraph 1(a), 1(b), 1(c), 1(d) or 1(e) of the Settlement Agreement, as applicable based on the chemical formula of each product as of the date of the Settlement Agreement. The type of warning may change if the chemical formula of the product changes. Products marked "**" are thread lockers and sealers manufactured by Loctite Corporation and/or Permatex Industrial. In reliance on information provided by Loctite indicating that oral exposure is the only route by which saccharine has been shown to be carcinogenic, no Proposition 65 warning will be provided for those products marked "**."

PART NUMBER	PRODUCT NAME	PROP 65 WARNING TYPE*
22006	BOWMAN/LOCTITE HIGH STRENGTH THREAD LOCKER	**
22007	BOWMAN/LOCTITE PENETRATING AFTERLOCK ADHESIVE	**
22010	BOWMAN/LOCTITE SHAFT & BEARING MOUNT	**
22011	BOWMAN/LOCTITE GASKET MAKER	**
22014	BOWMAN/LOCTITE REARVIEW MIRROR ADHESIVE KIT (ACCELERATOR)	**
22028	BOWMAN/LOCTITE HYDRAULIC SEALANT	**
22035	BOWMAN/LOCTITE STAINLESS STEEL PIPE SEALANT	**
22803, 22804	MEDIUM STRENGTH THREAD LOCKER	**
22805, 22806	HIGH STRENGTH THREAD LOCKER	**
22807	PENETRATING THREAD LOCKER	**
22810	BOWMAN SHAFT & BEARING MOUNT	**
22811	GASKET MAKER	**
22828	BOWMAN/HYDRAULIC SEALANT	**
24455, 24456, 24457	ELECTRIC MOTOR CLEANER	1(e)
24681	RED LACQUER PAINT	1(a)
24682	YELLOW LACQUER	1(e)
24683	WHITE LACQUER	1(a)
24684	GLOSS BLACK LACQUER	1(a)
24685	SAFETY BLUE	1(e)
24701	CHROME/ALUMINUM ENAMEL	1(c)
24718	U-HAUL & FORD WIMBLEDON WHITE ENAMEL PAINT	1(a)

* Refers to Paragraph 1(a), 1(b), 1(c), 1(d) or 1(e) of the Settlement Agreement, as applicable based on the chemical formula of each product as of the date of the Settlement Agreement. The type of warning may change if the chemical formula of the product changes. Products marked "***" are thread lockers and sealers manufactured by Loctite Corporation and/or Permatex Industrial. In reliance on information provided by Loctite indicating that oral exposure is the only route by which saccharine has been shown to be carcinogenic, no Proposition 65 warning will be provided for those products marked "***."

PART NUMBER	PRODUCT NAME	PROP 65 WARNING TYPE*
24722	FLUORESCENT ORANGE	1(a)
24740	HI-HEAT AND HEADER BLACK ENAMEL PAINT	1(c)
24751	DETROIT DIESEL SILVER HI-TEMP ENGINE ENAMEL PAINT	1(a)
24756	AMERICAN AIRLINES BLUE	1(e)
24757	CAST IRON GRAY	1(a)
24780	FLUORESCENT ORANGE MARKING PAINT	1(a)
24781	CAUTION YELLOW MARKING PAINT	1(a)
24782	FLUORESCENT RED-ORANGE MARKING PAINT	1(a)
24783	CAUTION BLUE MARKING PAINT	1(a)
24784	FLUORESCENT RED MARKING PAINT	1(a)
24785	HIGH VISIBILITY YELLOW MARKING PAINT	1(a)
24786	WHITE MARKING PAINT	1(a)
24787	ALERT ORANGE MARKING PAINT	1(a)
24788	SAFETY RED MARKING PAINT	1(a)
24789	SAFETY GREEN MARKING PAINT	1(a)
25173, 25174, 25175, 25176	BOWMAWELD SERIES 25170 WELDING ELECTRODE (HIGH STRENGTH STEEL ELECTRODES)	1(c)
25183, 25184, 25185, 25186	BOWMAWELD SERIES 25180 WELDING ELECTRODE (MAXIMUM STRENGTH STEEL ELECTRODES)	1(c)
25254, 25255	BOWMAWELD SERIES 25250 WELDING ELECTRODE (MACHINABLE CAST IRON ELECTRODES)	1(c)
25274, 25275	BOWMAWELD SERIES 25270 WELDING ELECTRODE (HIGHLY MACHINABLE, CAST IRON ELECTRODES)	1(c)

* Refers to Paragraph 1(a), 1(b), 1(c), 1(d) or 1(e) of the Settlement Agreement, as applicable based on the chemical formula of each product as of the date of the Settlement Agreement. The type of warning may change if the chemical formula of the product changes. Products marked "***" are thread lockers and sealers manufactured by Loctite Corporation and/or Permatex Industrial. In reliance on information provided by Loctite indicating that oral exposure is the only route by which saccharine has been shown to be carcinogenic, no Proposition 65 warning will be provided for those products marked "***."

PART NUMBER	PRODUCT NAME	PROP 65 WARNING TYPE*
25345, 25346	BOWMABRAZE SERIES 25340 WELDING ELECTRODE (HIGH SPEED NICKEL MANGANESE ELECTRODES)	1(c)
25373, 25374, 25375	BOWMAWELD SERIES 25370 WELDING ELECTRODE (ALL POSITION STAINLESS STEEL ELECTRODES)	1(c)

* Refers to Paragraph 1(a), 1(b), 1(c), 1(d) or 1(e) of the Settlement Agreement, as applicable based on the chemical formula of each product as of the date of the Settlement Agreement. The type of warning may change if the chemical formula of the product changes. Products marked "***" are thread lockers and sealers manufactured by Loctite Corporation and/or Permatex Industrial. In reliance on information provided by Loctite indicating that oral exposure is the only route by which saccharine has been shown to be carcinogenic, no Proposition 65 warning will be provided for those products marked "***."

Bowman

Cap Matches Color of Contents

red lacquer

Meets OSHA Standards For
Safety Color Coding Spec. 1910-144
And ANSI Specification Z53.1¹

No. 24681
For Industrial Use Only

DANGER:
EXTREMELY FLAMMABLE.
VAPOR HARMFUL. KEEP FROM
HEAT OF FLAME.
CONTENTS UNDER PRESSURE.
READ PRECAUTIONS ON BACK.

12.8Ozs. Net Wt. (363 grams)
Bowman
 **BARNES**
Distribution

Bowman

DIRECTIONS

1. Surface must be clean and dry before painting. For best results, use when can is between 70° and 90°F.
2. Shake can at least one minute before and occasionally during use.
3. Spray surface with steady even strokes at a distance of 8 to 10 inches. Several light coats give a better finish than one heavy coat.
4. If clogging occurs, turn spray button 1/4 turn or remove and clean button slot. Do not clean objects into can opening.
5. After painting, turn can upside down and spray for 2 seconds to clean spray button.
6. Decant empty can in trash pick up. Do not incinerate or compact.

WARNING: CONTAINS TOLUOL, XYLOL, AND PETROLEUM DISTILLATES.

Vapors may irritate excessively. Prevent build-up of vapors. Keep from heat, flame, pilot lights or other heat sources. Do not smoke. Turn off stoves, heaters, electric motors, and other sources of ignition during use and until all vapors are gone.

Do not puncture or incinerate (burn) container. Exposure to heat or prolonged exposure to sun may cause bursting. Do not expose to heat or store at temperatures above 120°F. Use with adequate ventilation. May cause nose, throat and lung irritation.

To avoid breathing vapors or spray mist, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches or dizziness, increase fresh air or wear respiratory protection (NIOSH/MSHA TC 23 C or equivalent) or leave area. Avoid contact with skin or eyes. Can be absorbed through the skin.

NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain damage and nervous system damage to arms and legs. Can be absorbed through the skin causing blood, lung, liver and kidney effects. INTENTIONAL MISUSE BY DELIBERATELY CONCENTRATING AND INHALING THE CONTENTS MAY BE HARMFUL OR FATAL. KEEP OUT OF REACH OF CHILDREN.

¹Contents partially unknown. Propane 74966, Isobutane 75-28-5, Acetone 67-64-1, Dibromopropane 247-4-2, Ethyl Acetate 141-78-4, Ethyl Alcohol 64-17-4, Chloro Ethane 115-10-5, Isobutyl Acetate 108-21-4, Isobutyl Alcohol 67-63-0, Methyl Ethyl Ketone 78-93-3, Methyl Isobutyl Ketone 106-10-1, Stereol Amyl Ketone 628-62-1, Tetrahydrofuran 106-71-7, Toluene 108-88-3.

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

SVDN

Distributed by:
Bowman Distribution, Barnes Group Inc.
850 East 72nd Street, Cleveland, Ohio 44103

ATTACHMENT "B"

Health	1
Flammability	4
Reactivity	0
Personal Protection	E

HHS Ratings

BOWMAN DISTRIBUTION MATERIAL SAFETY DATA SHEET

Health	2
Flammability	4
Reactivity	0
Specific Hazard	

NFPA Ratings

SECTION I

PRODUCT NAME SAFETY RED MARKING PAINT		BOWMAN PART NO. 24788 (page 1 of 2)
SUPPLIER Bowman Distribution, Barnes Group Inc.	INFORMATION TELEPHONE NO. (216) 391-7200	24 HR. EMERGENCY TELEPHONE NO. (303) 823-5715
ADDRESS 850 East 72nd Street, Cleveland, OH 44103		DATE 4/24/95
HAZARDOUS MATERIAL DESCRIPTION, PROPER SHIPPING NAME, HAZARD CLASS, HAZARD ID NO. (49 CFR 172.101) Aerosol Spray Paint, Consumer Commodity, ORM-D, U.N. No. 1950		
ADDITIONAL HAZARD CLASSES (as applicable) N.A.		
CHEMICAL FAMILY N.A.	FORMULA X10127	

SECTION II - HAZARDOUS INGREDIENTS

CAS REGISTRY NUMBER	%W	%V	CHEMICAL NAME(S)	OSHA PEL	ACGIH TLV	Other Limits	Listed as Carcinogen NTP, IARC or OSHA 1910(z) (specify)
67-64-1	10-15		*Acetone	160	1000	NE	NO
108-88-3	15-20		*Toluene	100	200	NE	NO
64742-88-3	5-10		Aliphatic Hydrocarbon	NE	NE	300	NO
1330-20-7	5-10		*Xylene	NE	100	NE	NO
74-84-6	10-15		Propene	NE	1000	NE	NO
106-97-8	0-5		N-Butane	800	NE	NE	NO
76-28-6	0-5		Isobutane	NE	NE	NE	NO

ALL CHEMICAL COMPOUNDS MARKED WITH AN ASTERISK () ARE TOXIC CHEMICALS SUBJECT TO THE REPORTING REQUIREMENTS OF SECTION 313 OF TITLE II OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (SARA) OF 1980 AND 40 CFR PART 372.

SECTION III - PHYSICAL DATA

BOILING POINT 133 °F 56 °C	SPECIFIC GRAVITY (H ₂ O = 1) <1	MAXIMUM PERCENT VOC BY WEIGHT (%) % 70 Method used Calculated
VAPOR PRESSURE @ 70 °F 20 °C <input checked="" type="checkbox"/> mm Hg <input type="checkbox"/> psi 88	PERCENT VOLATILE BY VOLUME (%) 70-80	
VAPOR DENSITY (AIR = 1) <1	EVAPORATION RATE (Ether = 1) >1	
SOLUBILITY IN WATER Insol.	PH =	PERCENT SOLID BY WEIGHT (%) 30-35
APPEARANCE AND ODOR Paint		MATERIAL IS: LIQUID

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT 0 °F -18 °C method used	FLAMMABLE LIMITS	LEL 1.0	UEL 12.0
EXTINGUISHING MEDIA Carbon dioxide, dry chemical, or alcohol foam.			
SPECIAL FIRE FIGHTING PROCEDURES Water spray may be ineffective. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If water is used, fog nozzles are preferable. Use self contained breathing apparatus with a full face piece, operated in pressure demand or other positive pressure mode.			
UNUSUAL FIRE AND EXPLOSION HAZARDS Vapors are heavier than air and may travel along the ground or may be moved by ventilation and ignited by pilot lights, other flames, sparks, heaters, smoking, electric motors or other ignition sources at locations distant from material handling point.			

24788 (page 1 of 2)

N.A. - Not Applicable
N.E. - Not Established
N.D. - Not Determined

ATTACHMENT "C"

SECTION V - HEALTH HAZARD DATA

HEALTH HAZARDS (ACUTE AND CHRONIC - INCLUDE TARGET ORGAN EFFECTS)	
ACUTE: can cause nasal and respiratory irritation, dizziness, weakness, fatigue, nausea, headache, possible unconsciousness and asphyxiation. CHRONIC: permanent brain and nervous system damage has been reported. Overexposure to these chemicals has been found to cause damage to lungs, heart, liver, kidneys and spleen in laboratory animals. Liver abnormalities have been found in humans.	
CONDITIONS TO AVOID	
Excessive inhalation of vapors.	
SIGNS AND SYMPTOMS OF OVEREXPOSURE	
Dizziness, headache, weakness, fatigue, nausea.	
PRIMARY ROUTES OF ENTRY Inhalation <input checked="" type="checkbox"/> Skin Contact <input checked="" type="checkbox"/> Other (specify) Eye contact.	
EMERGENCY AND FIRST AID PROCEDURES	
If breathed: move individual to fresh air. If breathing is difficult, administer oxygen. If on skin: wash with soap and water and wash clothing before reuse. If in eyes: flush with water for 15 minutes. Get medical attention.	
MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE	
Can cause allergic respiratory and/or skin reaction.	
WARNING	
This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.	

SECTION VI - REACTIVITY DATA

STABILITY	UNSTABLE		CONDITIONS TO AVOID
	STABLE	<input checked="" type="checkbox"/>	Heat, sparks, and open flame.
INCOMPATIBILITY (materials to avoid)			
Avoid contact with strong oxidizing agents and heat.			
HAZARDOUS DECOMPOSITION PRODUCTS:			
May form carbon monoxide, nitrogen compounds, etc., when burned.			
HAZARDOUS POLYMERIZATION	MAY OCCUR		CONDITIONS TO AVOID
	WILL NOT OCCUR	<input checked="" type="checkbox"/>	Not applicable.

SECTION VII - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED	
Absorb liquid on paper, vermiculite, floor absorbent or other absorbent material and transfer to a closed container. Eliminate all ignition sources.	
WASTE DISPOSAL METHOD	
Material collected on absorbent material may be deposited in a posted toxic substance landfill in accordance with local, state and federal regulations.	
DOT/PLA (Superfund) REPORTABLE QUANTITY (in lbs.)	
N.A.	
RCRA HAZARDOUS WASTE NO. (40 CFR 261.33)	
N.A.	
VOLATILE ORGANIC COMPOUND (VOC) as packaged, minus water	<input checked="" type="checkbox"/> Theoretical 5-5.0 lb/gal (estimate) <input type="checkbox"/> Analytical _____ lb/gal

SECTION VIII - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION (specify type)		
Open windows and doors or employ sufficient ventilation to ensure fresh air entry. If irritation or dizziness is experienced, use a NIOSH/MSHA jointly approved, self-contained breathing apparatus with a full face piece operated in pressure demand.		
VENTILATION	LOCAL EXHAUST (specify rate)	SPECIAL
	Sufficient to maintain exposure below TLV(s).	None
	MECHANICAL (general) (specify rate)	OTHER
	None	None
PROTECTIVE GLOVES (specify type)		EYE PROTECTION (specify type)
Chemical resistant gloves.		Chemical splash goggles in compliance with OSHA regulation.
OTHER PROTECTIVE EQUIPMENT		
N.A.		

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING	
Do not store in areas above 120°F or in direct sunlight or near heat or open flames.	
OTHER PRECAUTIONS	
Store large quantities in buildings protected for storage of NFPA Class 1C flammable liquids.	

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N.A. - Not Applicable
 N.E. - Not Established
 N.D. - Not Determined

BOWMAN DISTRIBUTION, BARRER GROUP INC.
 300 East Third Street, Cleveland, Ohio 44114
 Telephone No. (216) 591-7500
 24 Hour Emergency No. (216) 593-4718
 4/26/98

ATTACHMENT "C"

ATTACHMENT "D"

1 Clifford A. Chanler (State Bar No. 135534)
2 Hernan G. Sanhueza (State Bar No. 173094)
3 CHANLER & ASSOCIATES
4 1700 Montgomery Street, Suite 110
5 San Francisco, CA 94111
6 TEL. (415) 391-1122
7 FAX. (415) 391-1157

8 Attorneys for Plaintiff
9 AS YOU SOW

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

12 AS YOU SOW, a non-profit
13 organization,

No. 968342

14 Plaintiff,

15 v.

STIPULATION FOR
ENTRY OF JUDGMENT

16 BOWMAN DISTRIBUTION INC., and
17 DOES 1 through 1000, inclusive,

18 Defendants,

19 IT IS HEREBY STIPULATED, by and between plaintiff As
20 You Sow and defendant BOWMAN DISTRIBUTION DIVISION, BARNES
21 GROUP INC. ("BOWMAN"), through their respective
22 representatives, that judgment in the above-entitled action be
23 entered in accordance with the terms of the settlement
24 agreement between the parties, which is attached hereto as
25 Attachment A.

26 Dated: May __, 1995

by:

Hernan G. Sanhueza
Attorney for Plaintiff
AS YOU SOW

27 Dated: May __, 1995

by:

Jeffrey M. Judd
Attorney For Defendant
BOWMAN DISTRIBUTION DIVISION,
BARNES GROUP INC.

ATTACHMENT "E"

1 Clifford A. Chanler (State Bar No. 135534)
2 Hernan G. Sanhueza (State Bar No. 173094)
3 CHANLER & ASSOCIATES
4 1700 Montgomery Street, Suite 110
5 San Francisco, CA 94111
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7 Attorneys for Plaintiff
8 AS YOU SOW

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11
12 IN AND FOR THE COUNTY OF SAN FRANCISCO
13

14 AS YOU SOW, a non-profit
15 corporation,

16 Plaintiff,

17 v.

18 BOWMAN DISTRIBUTION, INC., and
19 DOES 1 through 1000, inclusive,

20 Defendants.

Case No. 968342

[PROPOSED] JUDGMENT ON
STIPULATION FOR
ENTRY OF JUDGMENT

21 In the above-entitled action, plaintiff As You Sow
22 and defendant BOWMAN DISTRIBUTION DIVISION, BARNES GROUP INC.,
23 having stipulated through their respective representatives,
24 that judgment be entered pursuant to the terms of the
25 settlement agreement entered into by the parties on May __,
26 1995, said stipulation being attached hereto,

27 IT IS HEREBY ORDERED that judgment be entered in
28 accordance with the terms of the stipulation between the
parties.

Dated: May __, 1995

Judge of the Superior Court