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OCT 04 1995

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BY: E. Kacivick Deputy

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Clifford A. Chanler (State Bar No. 135534)
Andrew L. Packard, (State Bar No. 168690)
CHANLER & ASSOCIATES
1700 Montgomery Street, Suite 110.
San Francisco, CA 94111
(415) 391-1122

Attorneys for Plaintiff
AS YOU SOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF MARIN

AS YOU SOW, a non-profit organization,

Plaintiff,

v.

BRIDGE PRODUCTS, INC., and DOES
1 through 1000,

Defendants,

No. 163883

STIPULATION FOR
ENTRY OF JUDGMENT

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IT IS HEREBY STIPULATED, by and between plaintiff As
You Sow and defendant Bridge Products, Inc., 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 Exhibit A.

Dated: September 14, 1995

Respectfully Submitted,
CHANLER & ASSOCIATES

By: 
Andrew L. Packard, Esq.

Attorneys for Plaintiff
AS YOU SOW

Dated: September 12, 1995

PEDERSEN & HOUPPT

By: 
David L. Filkin, Esq.

Attorneys for Defendant
BRIDGE PRODUCTS, INC.

Exhibit A

SETTLEMENT AGREEMENT

On September 12, 1995 in San Francisco, California, As You Sow ("AYS") and Bridge Products, Inc. ("Bridge") agreed to the following terms and conditions:

WHEREAS:

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

Bridge currently manufactures and distributes in the State of California products that contain toluene, methylene chloride and trichloroethylene; and

The State of California has officially listed toluene as a chemical known to cause birth defects or other reproductive harm, pursuant to Health & Safety Code §25249.8; and

The State of California has officially listed methylene chloride and trichloroethylene as chemicals known to cause cancer, pursuant to Health & Safety Code §25249.8; and

A list of the Bridge products containing toluene, methylene chloride and trichloroethylene and which are covered by this Agreement is provided in Exhibit A (the "Products"); and

On August 25, 1994, AYS served Bridge with a document entitled "60-Day Notice" which provided Bridge with notice that it was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products it sells in California expose users to Proposition 65-listed chemicals; and

On May 11, 1995, AYS served Bridge with a summons and complaint in the case of As You Sow v. Bridge Products, Inc., et al., (Case No. 163883) which is currently pending in the Marin County Superior Court; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Labeling.** Beginning on December 1, 1995, Bridge agrees not to ship (or cause to be shipped), from facilities owned or leased by Bridge, any of the Products for sale or use in the State of California unless each such Product contains the following warning statement on its label:

For Products containing Proposition 65-listed carcinogens only:

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

For Products containing Proposition 65-listed reproductive toxins only:

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

For Products containing both Proposition 65-listed carcinogens and reproductive toxins:

"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.

2. Civil Penalties. Bridge agrees to pay a civil penalty of \$4,000 pursuant to Health & Safety Code §25249.7(b). Such penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192, with \$3,000 of this amount being transferred by AYS to the California Attorney General's Office.

3. Restitution and Costs. Upon execution of this Settlement Agreement, Bridge agrees to pay \$12,750 to AYS. The restitutionary component of this payment, which is made pursuant to Business & Professions Code §17203, shall be made to Bike Aid, a San Francisco-based non-profit group dedicated to raising environmental awareness and reducing toxic exposures. 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, and bringing this matter to Bridge's attention, and negotiating a settlement in the public interest.

4. AYS Release. AYS, by this Agreement, waives and releases all rights to institute any form of legal action against Bridge, its distributors or customers, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim which relates to or arises out of Bridge's alleged failure to warn about exposure to toluene, methylene chloride, and trichloroethylene contained in any of the Products listed on Attachment A of this Agreement.

5. **Bridge Release.** Bridge, by this Agreement, waives and releases all rights to institute any form of legal action 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 or Business & Profession Code §§17200 et seq. against Bridge.

6. **MSDS Revisions.** Bridge shall ensure that the Material Safety Data Sheets ("MSDS") for each of the Products contains a warning that will be substantially consistent in wording with the on-label warning language required by paragraph 1 of this Agreement. Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before October 1, 1995.

7. **Severability.** 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.

8. **Disputes Under the 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.

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

10. **Correspondence.** All correspondence to AYS shall be mailed to:

Andrew L. Packard, Esq.
Chanler & Associates
1700 Montgomery Street
Suite 110
San Francisco, CA 94111

All correspondence to Bridge shall be mailed to:

Donald J. Moran, Esq.
Pedersen & Houpt
161 North Clark Street
Suite 3100
Chicago, IL 60601-3224

11. **No Admissions.** Nothing in this Agreement shall be construed as an admission by Bridge 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 Bridge 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 Bridge under this Agreement.

12. **Authorization.** The undersigned 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:

AS YOU SOW

Conrad B. Macke
9/20/95
Date

AGREED TO:

BRIDGE PRODUCTS, INC.

Bruce C. Harrison
September 12, 1995
Date

EXHIBIT A

1. Universal Rubber Cement
2. Vinyl/Rubber Flammable Cement

FILED

OCT 04 1995

~~Howard Keswick~~
MARIN COUNTY CLERK
BY: E. Keswick, Deputy

1 Clifford A. Chanler, State Bar No. 135534
2 Andrew L. Packard, State Bar No. 168690
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8 AS YOU SOW

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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11 AS YOU SOW, a non-profit)
12 corporation,)
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18 BRIDGE PRODUCTS, INC. and DOES 1)
19 through 1000,)
20 Defendants,)
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Case No. 163883

JUDGMENT ON STIPULATION FOR ENTRY OF JUDGMENT

30 In the above-entitled action, plaintiff As You Sow
31 and defendant Bridge Products, Inc., having stipulated through
32 their respective representatives that judgment be entered
33 pursuant to the terms of the settlement agreement entered into
34 by the parties on September 12, 1995, said stipulation being
35 attached hereto,

36 IT IS HEREBY ORDERED that judgment be entered in
37 accordance with the terms of the stipulation between the
38 parties.

39 Dated: September 2, 1995
40 *Oct 2*

Peter ...
Judge of the Superior Court

ENTERED

