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5 Attorneys for Defendant
CIBA-GEIGY CORPORATION
6

FILED
San Francisco County Superior Court

OCT 16 1996

ALAN CARLSON, Clerk
SUPERIOR COURT
By:
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN FRANCISCO

10

11 AS YOU SOW, a non-profit
corporation,

12 Plaintiff,

13 vs.

14 CIBA-GEIGY CORPORATION, and
15 DOES 1 through 1500,

16 Defendants.

CASE NO. 972685

STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION

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19 IT IS HEREBY STIPULATED, by and between plaintiff As You
20 Sow and defendant Ciba-Geigy Corporation, through their
21 respective representatives, that judgment in the above-entitled
22 action be entered in accordance with the terms of the settlement

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agreement between the parties which is attached hereto as
Exhibit A.

Dated: October 8, 1996 By: *Daniel E. Wax*
Daniel E. Wax
Attorneys for Defendant
CIBA-GEIGY CORPORATION

Dated: October 9th, 1996 By: *Clifford A. Chanler*
Clifford A. Chanler,
Attorneys for Plaintiff
AS YOU SOW

ORDER

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

Dated: October 16, 1996 *Stuart R. Pullak*
Judge of the Superior Court

STUART R. PULLAK

Exhibit A

SETTLEMENT AGREEMENT

On Monday October 7, 1996 in San Francisco, California, As You Sow ("AYS") and Ciba-Geigy Corporation's Polymers Division ("Ciba") agreed to the following terms and conditions:

WHEREAS:

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

Ciba is a corporation that manufactures, packages and distributes products containing cadmium, toluene, crystalline silica, antimony trioxide, ethylene glycol mono methyl ether, ethylene glycol mono ethyl ether acetate, 4, 4'-methylenedianiline ("MDA"), vinyl cyclo hexene dioxide, diglycidyl resorcinol ether, di (2-ethyl hexyl) phthalate, which are listed pursuant to Proposition 65 ("Listed Chemical(s)");

A list of the products that contain the Listed Chemicals as an intended ingredient and which are covered by this Agreement is provided in Exhibit A (the "Products");

Some of the Products have been distributed and sold by Ciba for use in California since April 1, 1989;

On December 9, 1994 AYS first served Ciba and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided Ciba and such public enforcers with notice that Ciba 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 September 21, 1995, AYS filed a complaint entitled As You Sow v. Ciba-Geigy Corporation (No. 972685) in the San Francisco Superior court, naming Ciba as a defendant and alleging violations of Business & Professions Code § 17200 and Health & Safety Code § 25249.6 on behalf of individuals in California who allegedly are exposed to chemicals listed pursuant to Proposition 65 contained in certain Ciba products; and

On November 21, 1995, Ciba timely answered the AYS complaint and generally denied the allegations of the complaint.

AYS and Ciba desire to compromise, settle and conclude all disputes, controversies, claims and causes of action of any kind or nature which the parties have, may have or claim to have against each other arising from or related to Proposition 65 and the provisions of the Business and Professions Code on which any Proposition 65-related claim, cause of action or suit has been or could have been brought by AYS on behalf of itself and as a citizen enforcer related in any way to the Products set forth at Exhibit A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Product Labeling For Containers.** As of November 1, 1996, Ciba agrees that it shall not ship for sale or use in the State of California, any of the Products, unless such Products contain the following warning statement on the container:

- 1.1. For Products containing a 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."

- 1.2. For Products containing a 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."

- 1.3. For Products containing a combination of carcinogens and reproductive toxicants:

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

The 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 any ordinary individual. The parties agree that the sample label attached hereto as Exhibit B satisfies this requirement.

2. **Warnings For Bulk Shipments.** "Bulk Shipments" is defined as, for liquids, containers with a capacity of greater than 55 gallons of Product and for solids or powders, containers that hold more than 350 lbs. of Product. As of November 1, 1996, Ciba agrees that it shall not ship (or cause to be shipped) for sale or use in California, any Bulk Shipments of the Products, unless Ciba has furnished each California customer of Bulk Shipments of the Products with a Notice Letter setting forth the requirements of Proposition 65 and how they may apply to those customers. The Notice letter shall be sent by certified mail and shall further explain how such California customers should create adhesive labels for the vessels that store such customers' products as described below. An example of this Notice Letter is attached hereto as Exhibit C.

In the Notice Letter, Ciba agrees to inform its California customers of Bulk Shipments that the vessel labels should contain the warnings applicable to the Products, as set forth above in Paragraphs 1.1, 1.2, and 1.3 of this Agreement, and should measure no smaller than six (6) inches square for all containers measuring larger than 55 gallons.

The Notice Letter shall be subsequently sent to each California customer of Bulk Shipments of the Products along with each revised MSDS at least once in the course of the year following execution of this Agreement. Ciba shall provide AYS with written certification, under oath, from an officer of Ciba, that each California customer of Bulk Shipments of the Products has been sent a copy of the Notice Letter and the most recent MSDS for each Product purchased, by December 31, 1997.

3. **Warnings for Out-of-State Shipments.** As of the date of this agreement, Ciba agrees that, upon receipt of any inquiry from any customers of the Products located outside of California regarding Proposition 65, Ciba shall provide such customer with a letter setting forth the requirements of Proposition 65 as they apply to such customer (an "Inquiry Response Letter"). An example of the Inquiry Response Letter is attached hereto as Exhibit D.

4. **Restitution.** Ciba agrees to pay \$10,000 to AYS as restitution. This payment is made pursuant to Business & Professions Code § 17203. This payment shall be forwarded by AYS to the Golden Gate University Environmental Law and Justice Clinic and the AYS Proposition 65 Investigation Fund.

The Golden Gate University Environmental Law and Justice Clinic represents a broad-based coalition of community, environmental and fishing groups against toxic discharges into the San Francisco Bay from Hunter Point Naval Shipyard. Toxins are leaking into the bay in violation of the Clean Water Act.

The AYS Proposition 65 Investigation Fund shall use these funds to help fund its ongoing investigation into occupational and consumer exposures to chemicals listed pursuant to Proposition 65.

This payment shall be due within five days of Ciba's receipt of the Court's approval of this Agreement pursuant to § 13, herein.

5. **Penalty:** Pursuant to Health and Safety Code § 25249.7(b), Ciba shall pay a civil penalty of \$100,000, due in two installments. All penalty money shall be apportioned by AYS in accordance with Health and Safety Code § 25192. The first installment of \$20,000 shall be due within five days of Ciba's receipt of the Court's approval of this Agreement pursuant to § 13, herein.

The second installment of the civil penalty, \$80,000 shall be paid on January 31, 1998, provided, however, such second installment shall be waived in consideration of Ciba's undertaking and successful completion, as defined, of the following mitigation projects, if Ciba provides to AYS, on or before December 31, 1997, an affidavit from an official of Ciba with a requisite knowledge that testifies to such completion:

1. Ciba will reformulate at least three more of its Products so as to remove MDA and replace it with a non-Proposition 65-listed substitute.

2. Ciba will complete purchases of specially designed stainless steel containers for transporting and handling MDA, such that they shall be the exclusive method by which MDAs are handled in all of Ciba's facilities. Such usage is expected to reduce workplace concentrations of MDA by at least 50%.
3. Ciba will reformulate Uralane®5750 (A/B) so as to remove Toluene and replace it with a non-Proposition 65-listed chemical.
4. Ciba will reformulate its product RSN 206 HT so as to remove Cadmium and replace it with a non-Proposition 65-listed chemical.

6. **Reimbursement of Fees and Costs.** Ciba agrees to reimburse AYS for its reasonable investigation fees and costs, expert fees and costs, attorneys' fees and costs, and any other costs incurred as a result of investigating, bringing this matter to Ciba's attention, and enforcing and negotiating a settlement in the public interest, in the amount of \$55,000. The payment shall be due within five business days of Ciba's receipt of the Court's approval of this Agreement pursuant to § 13, herein.

7. **MSDS Revisions.** Ciba agrees to revise the MSDS which it generates for each of the Products to include the applicable warning language set forth in Paragraphs 1.1, 1.2, and 1.3 of this Agreement. Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before November 1, 1996. An example of an acceptable MSDS is attached hereto as Exhibit E.

8. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against Ciba, its customers, officers, employees, agents, attorneys, successors and assigns ("Ciba Releasees"), under Proposition 65 or Business & Professions Code §§ 17200 et seq., based on Ciba's failure to warn about exposure to the Listed Chemicals contained in any of the Products manufactured on or prior to the date of this Agreement.

9. **Ciba Release.** Ciba, by this Agreement, waives all rights to institute action against AYS, its officers, directors, attorneys, representatives, successors and assigns (the "AYS Releasees") under any statute or legal theory 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 Ciba on or prior to the date of this Agreement.

10. **Supplier Information.** Ciba agrees to provide AYS with all Material Safety Data Sheets which Ciba has received from its suppliers of the following five Listed Chemicals or any chemical product containing one or more of those intentionally added Listed Chemicals since January 1, 1994, copies of any and all labels which Ciba has received for these chemical products since January 1, 1994, (including, but not limited to, labels affixed to any containers received by Ciba which contained one or more Listed Chemicals or any chemical product containing one or more Listed Chemicals and any labels provided by suppliers for use in repackaging one or more Listed Chemicals or any chemical product containing one or more Listed Chemicals) and any

other health hazard warning materials received from such suppliers, within Ciba's possession and control.

Toluene
Antimony Trioxide
MDA
Vinyl Cyclohexene Dioxide
Diglycidyl Resorcinol Ether

Ciba shall also provide AYS with an affidavit from an employee of Ciba having the requisite personal knowledge and authority to state that the MSDSs, labels and other warning materials provided to AYS were in fact received from each such supplier of Proposition 65 chemicals and that all such warning materials are attached to such affidavit. Such affidavit shall state, to the best of the affiant's knowledge, the date(s) each of the MSDS, labels and/or any other health hazard warning were received by Ciba. This affidavit shall be provided to AYS by November 30, 1996.

If Ciba is no longer in possession of certain supplier labels and MSDSs for the Products, the employee of Ciba having the requisite personal knowledge and authority will, in the above-referenced affidavit, describe generally, to the best of his or her recollection, what health hazard warning materials Ciba received from such suppliers, and provide an exemplar of such materials.

11. Warranties and Representations. The parties make the following representations and warranties:

11.1. Ciba represents and warrants as follows:

11.1.1. Each of the Products listed in Exhibit "A" contains one or more of the Listed Chemicals in amounts such that Ciba has no study, no analytical, risk assessment, or other data which the parties agree indicate that an exposure to any or all Products listed in Exhibit "A" may pose "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c).

11.1.2. In the event that Ciba obtains analytical, risk assessment, or other data that shows that an exposure to any or all Products listed in Exhibit "A" poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c), Ciba shall provide AYS with 90 days prior written notice of its intent to limit or eliminate the warning provisions under Section 1 and shall provide AYS with all such supporting data. Within thirty (30) days of receipt of Ciba's exposure data, AYS shall provide Ciba with written notice of its desire to challenge the data (in the event the AYS chooses to make such a challenge), and AYS and Ciba shall negotiate in good faith to attempt to reach a settlement. In the event that no settlement is reached within thirty (30) days of mailing by AYS of such notice of challenge, AYS and Ciba agree to submit such challenge to binding arbitration, with an arbitrator acceptable to both parties. The prevailing party shall be entitled to reasonable attorney's fees and costs associated with such arbitration. If AYS does not challenge Ciba's notice or the arbitrator determines that no warning is required for

a particular Product or Products, Ciba shall no longer be required to provide the warnings described in Section 1 of this Agreement for those Products.

Nothing in § 11.1.1 shall limit Ciba's ability to use any of the information presently available to meet its required showing under § 11.1.2.

11.1.3 Ciba understands that the sales data provided to Chanler Law Group by Ciba in letters through its counsel, including those dated February 15, 1996 and August 16, 1996 was a material factor upon which AYS has relied to determine the amount of penalties and restitution in Sections 4 and 5 of this Agreement. The sales data provided in the above-referenced letters is true and accurate. Ciba acknowledges that, in the event AYS finds that the sales data provided is materially inaccurate, all other parts of this Agreement notwithstanding, AYS will have the right to rescind this Agreement and re-institute an enforcement action against Ciba. In such a case, all applicable statutes of limitation shall be deemed tolled for the period between February 16, 1996 (the date AYS filed the instant action) and the date AYS notifies Ciba that it is rescinding this Agreement pursuant to this Section.

12. **Change In Law.** In the event that any law, rule, regulation or final decision of any legislative, judicial or executive body with jurisdiction becomes effective or is entered, which renders the warnings agreed to under Section 1 of this Agreement unnecessary or inappropriate to comply with applicable laws, Ciba, at its option, may cease sending Notice Letters to its customers of bulk shipments, and placing the warnings required under Section 1 on its containers and MSDSs; provided, however, that Ciba shall continue to provide any warnings that continue to be required under other applicable laws, rules and regulations. Ciba shall provide AYS written notice of its intent to so limit the warning provisions under Section 1 of this Agreement and shall provide AYS with a written explanation for the basis of its contention that any new or revised law, rule, regulation or final decision limits or otherwise renders inapplicable the warning provisions of Proposition 65. Notwithstanding the terms of this paragraph, AYS shall not be required under any circumstances to refund or return any amount paid pursuant to Sections 4, 5 and 6 of this Agreement.

13. **Stipulated Judgment.** The parties shall file a stipulated judgment to be approved pursuant to CCP § 664.6 by the San Francisco Superior Court in accordance with the terms of this agreement. The stipulated judgment shall be filed with the court by Friday October 11, 1996.

14. **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, unless to do so would frustrate the purpose of this Agreement in which case the parties shall negotiate in good faith to replace the unenforceable provisions with valid provisions the effect of which comes as close as possible to the unenforceable provisions.

15. **Attorneys' Fees.** 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.

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

17. **Notices.** All correspondence to AYS shall be mailed to:

Clifford Chanler
Chanler Law Group
1700 Montgomery Street
Suite 110
San Francisco, CA 94111

All correspondence to Ciba shall be mailed to:

Daniel Wax, Esq.
McKenna & Cuneo
444 South Flower Street
Los Angeles, CA 90071

Steven L. Goldfarb, Esq.
Ciba-Geigy Corporation
520 White Plains Road
Tarrytown, New York 10591-9005

18. **No Admissions.** Nothing in this Agreement shall be construed as an admission by Ciba 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 Ciba of any fact, finding, conclusion, issue of law, or violation of law. However, this Section shall not diminish or otherwise affect the obligation, responsibilities, and duties of Ciba under this Agreement.

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LISA S WIGGINS

PAGE 01

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CHENIER LAW GROUP

P.03

19. 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:

AGREED TO:

AS YOU KNOW

CERA-GENCY CORPORATION

LISA S. WIGGINS

James J. Usilton

Printed Name

Printed Name

OCTOBER 14, 1996

Oct. 4, 1996

Date

Date

Exhibit A

EXHIBIT A
(PRODUCTS)

EPOCAST 1610
EPOCAST 1616 A
EPOCAST 1617 A
EPOCAST 1619 A
EPOCAST 1620 A
EPIBOND 1542 A
EPIBOND 1544 A
EPIBOND 1544 A 71
EPIBOND 1545 A
EPOCAST 2223 A 40
URALANE 2243 A/C
URALANE 7756 A/B
RELEASE F GREEN
URALANE 5772 B
URALANE 5773 B
URALANE 5776 B
EPOCAST 1626 B
RSN 206 HT RED
EPOCAST 1675 A
EPOCAST 1843 A TY4 GR A
EPOCAST 1843 A TY4 GR B
URALANE 5750 A
URALANE 5750 B(LV)
URALANE 5750 THINNER
PROBIMER 52
PROBIMER HARDENER HZ 32
PROBIMER MATT AGENT DW91 H
PROBIMER MATT AGENT DW92
EPOCAST 1614
URALANE 5754 B
URALANE 7760
URALANE 7762
EPOCAST 1606 A
EPOCAST H25017
EPOCAST 1612
EPOCAST 88073 A
EPOCAST 8523 A
EPOCAST 2232 A
EPOCAST 2232 A 40
URALANE 5759 Q
GEL 159 REV B FLEX
EPOCAST 615 D
HRD 67 MOD 2 F
HRD 67 MOD 2 R
URALANE 5738 A
URALANE 5755 A
EPOCAST 31 AA
URALANE 7769

URALANE 1480 A
URALANE 7764
ARALDITE GZ 571 T-75
HARDENER HZ 815 T-70
HARDENER HT 9698
HARDENER HT 972
HARDENER HY 205
KERIMID 601
KERIMID 601 A
XU HY 205
KINEL 4504
KINEL 5504
REDUX 252 RESIN
RP 6410-1
ARALDITE AV 138
ARALDITE 2041 A/B
ARALDITE 2042 A/B
ARATHANE AW 5540
HARDENER HW 5541
HARDENER HW 5542
RP 3281 RESIN
RP 3281 HARDENER
TDT 241-1 RESIN
XMH 8510 RESIN/HARDENER
RP 802 AEROSOL
RP 802 GREEN SEALER
RP 6402 HARDENER
RP 6403 HARDENER
TDT 178-53 X HARDENER
RP 6400 HARDENER
RP 6401 HARDENER
RP 6403 HARDENER
TDT 178-34 HARDENER
TDT 178-34 ADDITIVE
RP 6410 HARDENER
RP 6400-1 HARDENER
RP 6402-1 HARDENER
RP 6403-1 HARDENER

Exhibit B

EXHIBIT B
[Exemplary Label]



Formulated Materials Group

Ciba Geigy Corporation
531 San Fernando Rd., West
Los Angeles, CA 90025
BR 247 0210

URALANE 5750-B(LV)
URETHANE COATING HARDENER

DO NOT USE UNTIL MSDS IS READ AND UNDERSTOOD
MISUSE OR ABUSE MAY CAUSE SERIOUS INJURY OR DEATH. ALWAYS USE PROTECTIVE EQUIPMENT AND FOLLOW ALL OTHER SAFETY PRECAUTIONS.
Keep away from heat, sparks, and flames. Ground metal containers before use. Do not breathe vapors. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after use. Do not use in confined spaces. Do not use in areas where fire or explosion is a hazard. Do not use in areas where it may cause damage to property or the environment.

WARNING!
THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER OR OTHER REPRODUCTIVE HAZARD. CALIFORNIA LAW REQUIRES THAT THIS WARNING BE ON THE

TO 18 PPM URALANE 5750-A
ADD 100 PPM OF URALANE 5750-B(LV)

FIRST AID: IN CASE OF CONTACT
EYES AND SKIN: Wash eyes with water for 15 minutes and get medical attention. Wash skin thoroughly with soap and water. Remove and wash contaminated clothing immediately.
BREATHING: Remove exposed individuals to fresh air. If breathing is difficult, give artificial respiration. If necessary, use a respirator.
INHALATION: Move to fresh air. If symptoms persist, get medical attention.

KEEP OUT OF THE REACH OF CHILDREN

FOR INDUSTRIAL USE ONLY
BATCH # NET WT: 700 GRAMS
SHELF LIFE: 6 MOS @ 77°F UNOPENED FROM DATE OF SHIPMENT
DATE OF SHIPMENT: 8-96
DATE OF EXPIRATION: 2-97



Formulated Materials Group

Ciba Geigy Corporation
531 San Fernando Rd., West
Los Angeles, CA 90025
BR 247 0210

URALANE 5750-B(LV)
URETHANE COATING HARDENER

DO NOT USE UNTIL MSDS IS READ AND UNDERSTOOD
MISUSE OR ABUSE MAY CAUSE SERIOUS INJURY OR DEATH. ALWAYS USE PROTECTIVE EQUIPMENT AND FOLLOW ALL OTHER SAFETY PRECAUTIONS.
Keep away from heat, sparks, and flames. Ground metal containers before use. Do not breathe vapors. Avoid contact with eyes, skin, or clothing. Wash thoroughly with soap and water after use. Do not use in confined spaces. Do not use in areas where fire or explosion is a hazard. Do not use in areas where it may cause damage to property or the environment.

WARNING!
THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER OR OTHER REPRODUCTIVE HAZARD. CALIFORNIA LAW REQUIRES THAT THIS WARNING BE ON THE

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BREATHING: Remove exposed individuals to fresh air. If breathing is difficult, give artificial respiration. If necessary, use a respirator.
INHALATION: Move to fresh air. If symptoms persist, get medical attention.

KEEP OUT OF THE REACH OF CHILDREN

FOR INDUSTRIAL USE ONLY
BATCH # NET WT: 700 GRAMS
SHELF LIFE: 6 MOS @ 77°F UNOPENED FROM DATE OF SHIPMENT
DATE OF SHIPMENT: 8-96
DATE OF EXPIRATION: 2-97

Exhibit C

EXHIBIT C

[Ciba Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Purchasers of Products Containing [list chemicals] From Ciba Corporation

Subject: California Proposition 65 Warnings

.....

This letter is to advise you that the Ciba-Geigy Corporation ("Ciba") products listed in Attachment A to this letter may expose users of those products: (1) to a chemical known to the State of California to cause birth defects or other reproductive harm; and/or (2) to a chemical known to the State of California to cause cancer, within the meaning of California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"). If such exposures occur, those exposed purchasers and/or users of the products listed on Attachment A must be given clear and reasonable warning prior to exposure that a particular product contains a carcinogen, a reproductive toxin or both.

In an effort to provide the statutory warning to your employees and other users of the Products that may be exposed within the meaning of Proposition 65, you should prepare adhesive labels bearing the appropriate Proposition 65 warning language. The appropriate Proposition 65 warning language is set forth on Attachment B of this letter.

Such warning labels should be affixed to each holding vessel used for each listed product. For all containers measuring larger than 55 gallons (liquid) and greater than 350 pounds (solids or powders) these warning labels should measure no smaller than six (6) inches square. The label must be affixed so that it is conspicuous and likely to be read and understood by an ordinary individual under customary conditions of use. Additional warning labels or signs must be in place wherever the Products are used in your plant or manufacturing facility.

In addition, when the Products are incorporated into products manufactured by you, such that purchasers and users may be exposed within the meaning of Proposition 65, clear and reasonable Proposition 65 warnings should be provided to purchasers and users of such products in California. More information about Proposition 65 warning requirements may be found in the statute itself (Health & Safety Code § 25249.5 et seq.) and its implementing regulations (California Code of Regulations, Title 22, Section 12601).

Failure to provide a proper Proposition 65 warning for the listed products may subject you to legal action by the California Attorney General or various environmental groups, wherein large monetary penalties could be sought.

To ensure that you are in compliance with Proposition 65, given the particular circumstances under which you use a product listed on Attachment A, you may want to consult an attorney or regulatory specialist with expertise about Proposition 65.

Should you have any questions or concerns about this matter, please do not hesitate to contact _____ at 1-800-XXX-XXXX by phone or by mail at the above address.

Sincerely,

Title

ATTACHMENT B TO NOTICE LETTER

For Products containing a chemical listed by the State of California as known to cause birth defects or other reproductive harm

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

For Products containing a chemical listed by the State of California as known to cause cancer:

"WARNING: Contains a chemical known to the State of California to cause cancer."

For Products containing a combination of 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."

Exhibit D

EXHIBIT D

[Ciba Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Purchasers of Products Containing [List of Chemicals] From Ciba Corporation

Subject: California Proposition 65 Warnings

.....

Pursuant to your inquiry, this letter is to advise you that the Ciba-Geigy Corporation ("Ciba") products listed in Attachment A to this letter contain a chemical(s) known to the State of California to cause cancer and/or birth defects, within the meaning of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"). If such exposures occur, Proposition 65 requires that the purchasers and/or users of the products listed on Attachment A be given clear and reasonable warning that the product contains a listed carcinogen, a reproductive toxicant, or both.

Although you are not located in California, you are subject to the requirements of Proposition 65 for any products you sell in California that contain any product listed in Attachment "A".

Proposition 65 requires warnings for the products listed on Attachment A. The following warning on the label and Material Safety Data Sheet is the Proposition 65 "Safe Harbor Warning":

1. For Products containing a chemical known to the State of California to cause birth defects or other reproductive harm:

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

2. For Products containing a chemical listed by the State of California as known to cause cancer:

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

3. For Products containing both reproductive toxins and carcinogens:

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

The warning statement should 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.

The Material Safety Data Sheets accompanying the Ciba Products listed in Attachment A describe which of the above warnings is appropriate for each Ciba Product. Additionally, a list of chemicals regulated under Proposition 65 may be found in the California Code of Regulations, Title 22, Section 12000.

Failure to provide a Proposition 65 warning for products containing listed chemicals and sold in California may subject you to legal action by the California Attorney General or various environmental groups, wherein large monetary penalties could be sought.

To ensure that you are in compliance with Proposition 65, given the particular circumstances under which you use a product listed on Attachment A, you may want to consult an attorney or regulatory specialist with expertise about Proposition 65.

Should you have any questions or concerns about this matter, please do not hesitate to contact _____ at 1-800-XXX-XXXX by phone, or by mail at the above address.

Sincerely,

Title

Exhibit E

EXHIBIT E
[Sample MSDS]



P.4

MATERIAL SAFETY DATA SHEET
FORMULATED MATERIALS GROUP
URALANE 5750 B(LV)

1. COMPANY AND PRODUCT IDENTIFICATION

CIBA-GEIGY CORPORATION FURANE PRODUCTS/F M G 5121 W SAN FERNANDO ROAD LOS ANGELES, CALIFORNIA 90039-1011	EMERGENCY PHONE NUMBERS: SAFETY & HEALTH: (818) 247-6210 24 HOURS: (800) 888-8372 FAX: (818) 607-0167
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PRODUCT NAME: URALANE 5750 B(LV)	PRODUCT CODE: FPC0078
CHEMICAL NAME OR SYNONYMS: Polyols in solvents	MSDS CODE: EL0584
DATE ISSUED: 02/01/95	SUPERSEDES DATE: 10/27/84

2. INGREDIENT INFORMATION

CHEMICAL IDENTITY	CAS NUMBER	OCCUPATIONAL EXPOSURE TLV LIMITS			
		FPC	OSHA	ACGIH	
Butadiene, homopolymer	69102-90-5	NE	NE	NE	
Benzene, methyl-	108-88-3	50	100	50	PPM
2-Butanone	78-93-3	200	200	200	PPM
2-Propanol-1,1'-phenylaminobis	3077-13-2	NE	NE	NE	

These chemicals are not considered to be carcinogenic by NTP, IARC, or OSHA.
 COMMENTS: NE - NOT ESTABLISHED, NA - NOT AVAILABLE.

3. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND ODOR:
 Pale amber color liquid, Aromatic odor.

VISCOSITY:
 ~ 1,000 cps

BOILING POINT:
 79° C (initial)

VAPOR PRESSURE (mm Hg):
 > 22 @ 20° C (estimate)

VAPOR DENSITY (AIR = 1):
 > 8.6 (estimate)

SOLUBILITY IN WATER:
 Moderate

PERCENT VOLATILE (BY WEIGHT):
 ~ 20

SPECIFIC GRAVITY (WATER = 1):
 0.92

EVAPORATION RATE (BUTYL ACETATE = 1):
 5 (estimate)



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4. FIRE FIGHTING INFORMATION

FLASH POINT:

17° C Tag Closed Cup

LOWER EXPLOSION LIMITS:

1.2 (estimate)

EXTINGUISHING MEDIA:

Foam, CO₂, Dry chemical, Water, and Water spray.

SPECIAL FIRE FIGHTING PROCEDURES:

Wear breathing apparatus (MSHA/NIOSH-approved, pressure demand, self-contained or equivalent.) and full protective gear.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Vapors can travel to a source of ignition and flashback. Decomposition and combustion products may be toxic.

5. STABILITY AND REACTIVITY

STABILITY:

Stable under normal conditions

CONDITIONS TO AVOID:

Elevated temperatures

HAZARDOUS DECOMPOSITION PRODUCTS:

Carbon monoxide, carbon dioxide, oxides of nitrogen, hydrocarbons and aniline.

HAZARDOUS POLYMERIZATION:

Will not occur

CONDITIONS TO AVOID (HAZARDOUS POLYMERIZATION):

Strong acids and bases in bulk.

INCOMPATIBILITY:

Strong oxidizing agents, acids, and bases.

6. HAZARD INFORMATION

HAZARD RATING:

TOXICITY: 2 FIRE: 3 REACTIVITY: 1 SPECIAL: NA

4 = EXTREME; 3 = H.G.H.; 2 = MODERATE; 1 = SLIGHT; 0 = SIGNIFICANT; * = SEE SECTION 12

PRIMARY ROUTES OF ENTRY:

Inhalation and Dermal

EFFECT OF OVEREXPOSURE:

INHALATION:

Vapor or mist will irritate the nose and throat. High vapor concentration may cause CNS depression.

EYE CONTACT:

Liquid or high vapor concentration irritates the eyes.

SKIN:

Liquid can cause moderate irritation with defatting, drying, splitting and cracking.

INGESTION:

Substance can cause gastrointestinal irritation, nausea, vomiting, and diarrhea.

DELAYED EFFECTS:

Prolonged or repeated exposure can cause liver and kidney, and central nervous system effects.

Substance can cause allergic reaction.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Allergy, eczema, eye or respiratory diseases conditions.



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7. FIRST-AID INFORMATION**EMERGENCY AND FIRST AID PROCEDURES:****INHALATION:**

Move subject to fresh air. Give artificial respiration if breathing has stopped.

EYE AND SKIN CONTACT:

Flush eyes with a large amount of water for at least 15 minutes. Get prompt medical attention. Wash skin thoroughly with soap and water. Remove and wash clothing before reuse.

INGESTION:

If swallowed dilute by giving 2 glasses of water to drink. See a physician. Never give anything by mouth to an unconscious person.

8. ACCIDENTAL RELEASE INFORMATION**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:**

Eliminate ignition sources. Ventilate area and avoid breathing vapor. Evacuate the spill area. Wear full protective equipment. Dike and absorb spill with inert material. Transfer to containers suitable for disposal. Remove contaminated clothing promptly and wash affected skin areas with soap and water. Thoroughly launder clothing before reuse. Keep spills and cleaning runoffs out of municipal sewers and open bodies of water. If spilled on a porous surface, ground contamination must be considered.

9. DISPOSAL INFORMATION**WASTE DISPOSAL METHODS:**

For discard, this is a hazardous waste. RCRA # D-001 IGNITABLE. Reportable quantity 100 lbs. (CERCLA (SUPERFUND) Sec. 103). Incinerate in accordance with local, state, and federal regulations.

10. EXPOSURE CONTROLS/PERSONAL PROTECTION INFORMATION**VENTILATION TYPE:**

Explosion proof local exhaust ventilation at point of contaminants release.

RESPIRATORY PROTECTION:

Wear respirator (MSHA/NIOSH) suitable for concentrations and types of air contaminants encountered.

PROTECTIVE GLOVES:

Impervious gloves

EYE PROTECTION:

Chemical splash goggles (ANSI Z-87.1)

OTHER PROTECTIVE EQUIPMENT:

Protective clothing, Safety shower, and eyewash facility.

11. HANDLING AND STORAGE INFORMATION**STORAGE TEMPERATURE:**

MAXIMUM 35° C

Limit indoor storage of flammable liquids to approved areas equipped with automatic sprinklers. Avoid all skin contact. May cause allergic reaction. Wash exposed areas thoroughly with soap and water after handling this material.

PLEASE READ TECHNICAL DATA SHEET BEFORE HANDLING THE PRODUCT.



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12. TOXICOLOGICAL INFORMATION**IRRITATION:**

EYES - Moderate

SKIN - Moderate

NOTE TO PHYSICIAN:

Allergic dermatitis or respiratory response in susceptible individuals may be delayed. It may appear after weeks or even months of frequent and prolonged contact.

13. TRANSPORT INFORMATION**DOT/ATA SHIPPING/PACKAGING INFORMATION:**

DOT PROPER SHIPPING NAME: Resin solution
 DOT HAZARD LABEL/CLASS: Flammable Liquid, 3
 DOT/UN NUMBER: UN 1865
 PACKAGING GROUP: II

14. FEDERAL REGULATORY INFORMATION**TOXIC SUBSTANCE CONTROL ACT (TSCA):****INVENTORY STATUS:**

Chemical components listed on TSCA inventory.

SARA TITLE III - TOXIC CHEMICAL LIST:

This product contains the following toxic chemicals subject to the routine annual "Toxic Chemical Release Notification" under Section 313 (40 CFR 372).

CHEMICAL NAME	CAS NUMBER	% BY WEIGHT
Benzene, methyl- (Toluene)	108-88-3	- 10
2-Butanone (Methyl ethyl ketone)	78-93-3	- 10

RCRA STATUS:

D-001 IGNITABLE, RO 100 lbs.

CERCLA STATUS:

The following chemicals are listed in the table 40 CFR 302.4, LIST OF HAZARDOUS CHEMICALS AND REPORTABLE QUANTITIES.

Benzene, methyl- (U220)
 2-Butanone (U159)

15. STATES REGULATORY INFORMATION**CALIFORNIA RIGHT TO KNOW ACT (PROPOSITION 65):**

The following is required statement.

WARNING !!!

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

CHEMICAL NAME	% BY WEIGHT
Toluene	<10



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CALIFORNIA SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 443.1:

VOLATILE ORGANIC COMPOUNDS:

This product contains 162* gm/liter Volatile Organic Compounds. (VOC) * - Estimated value.

PENNSYLVANIA RIGHT TO KNOW ACT:

The following is required composition information.

This product contains:

- (1) Butadiene, homopolymer
- (2) Benzene, methyl-
- (3) 2-Butanone
- (4) 2-Propanol-1,1'-phenylamino's

16. OTHER INFORMATION

AUSTRALIA (AICS):

Not Established

CANADA (DSL OR NDSL):

All chemical components are listed on Canadian Domestic Substance List (DSL).

EUROPEAN COMMUNITIES (EINECS):

Not Established

JAPAN (JMITI):

Not Established

REVISED SECTIONS: 1, 2, 13, 15

REVISION NUMBER: 06F

PREPARED BY: RAJESH S. PATEL

SUPERSEDES DATE: OCTOBER 27, 1994

ISSUE DATE: FEBRUARY 01, 1995

PHONE/FAX NUMBER: (818) 247-6210/(818) 607-0167

IMPORTANT MESSAGE!!!

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED ACCURATE. HOWEVER, NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THESE DATA OR THE RESULTS TO BE OBTAINED FROM THE THEREOF.

CIBA-GEIGY CORPORATION ASSUMED NO RESPONSIBILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE TO VENDEES, USERS, OR THIRD PARTIES CAUSED BY THE MATERIAL. SUCH VENDEES OR USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MATERIAL.

HAZARD STATEMENT!!!

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD 29 CFR 1910.1200.

THIS PRODUCT IS CONSIDERED TO BE A HAZARDOUS CHEMICAL UNDER THAT STANDARD.