

1 Clifford A. Chanler (State Bar No. 135534)  
2 Andrew L. Packard (State Bar No. 168690)  
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

**FILE!**  
**FEB 17 1995**  
**HOWARD HANSON**  
**MARIN COUNTY CLERK**  
*[Signature]*

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

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

15 v.

16 CRESCENT BRONZE POWDER CO. INC.,  
17 and DOES 1 through 1000,  
18 Defendants,

No. 161841

STIPULATION FOR  
ENTRY OF JUDGMENT

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

25 Dated: February 3, 1995

by: *[Signature]*  
Andrew L. Packard  
Attorney for Plaintiff  
AS YOU SOW

26 Dated: February 10, 1995

27 by: *[Signature]*  
Robert Dauphin  
Attorney For Defendant  
28 CRESCENT BRONZE POWDER CO. INC.

SETTLEMENT AGREEMENT

On February \_\_, 1995 in San Francisco, California, **As You Sow ("AYS")** and **Crescent Bronze Powder Co. Inc. ("Crescent")** 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

Crescent is a corporation that manufactures and distributes paints, metallic powders, enamels, lacquers, additives, and other special-purpose products; and

On January 1, 1991, toluene was officially listed by the State of California as a chemical known to cause birth defects or other reproductive harm, pursuant to Health & Safety Code §25249.8 and thus became subject to warning requirements pursuant to Health & Safety Code §25249.6 on January 1, 1992; and

A list of the products containing toluene and which are covered by this Agreement is provided in Exhibit A (the "Products"). The Products containing toluene have been manufactured by Crescent for sale and use in California since January 1, 1992; and

On July 29, 1994, AYS served Crescent with a 60-Day notice of Proposition 65 violation which provided Crescent 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 the chemical toluene; and

On October 12, 1994, AYS served a complaint against Crescent in the case captioned As You Sow v. Crescent Bronze Powder Co. Inc., et al. (Marin Superior Court No. 161841); and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Within thirty days of the execution of this agreement, Crescent agrees that it will not ship (or caused to be shipped) any products containing toluene for sale in the state of California unless such products bear the following warning statement on the products' label:

**"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. Within thirty days of the execution of this agreement, Crescent shall make a payment of \$4,300 to AYS which AYS shall apportion to the Santa Clara Center for Occupational Safety and Health, and to the Natural Resources Defense Council in equal amounts. This payment is made pursuant to Business & Professions Code §17203.

3. Crescent agrees to pay a civil penalty of \$5,000 pursuant to Health & Safety Code §25249.7(b), due in two installments. The first installment of \$1,000 is payable within thirty (30) days of the execution of this Agreement. The second installment of \$4,000 is due on or before August 1, 1995. Penalty monies shall be apportioned by AYS in accordance with Health and Safety Code §25192.

(a) The second installment of the civil penalty will be waived upon written certification to AYS from Crescent, before July 31, 1995, that Crescent has reformulated the Chromatone line of products on the market (see Exhibit A) to eliminate the presence of toluene as an intended ingredient of the products.

4. In an effort to defray AYS' investigation fees and costs, expert fees and costs, reasonable attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to Crescent's attention and negotiating a settlement in the public interest, Crescent shall pay AYS the reasonable sum of \$15,175. Payment of this sum shall be made within thirty days of the execution of this agreement.

5. AYS, by this Agreement, waives all rights to institute an action against Crescent, its distributors or retailers which sell Crescent's Products, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim based on Crescent's failure to warn consumers about exposure to toluene from any of the Products identified in Exhibit A.

6. Crescent, by this Agreement, waives all rights to institute any form of legal action against AYS, its members, officers, directors, attorneys and representatives (the "AYS Releasees") based on all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 against Crescent.

7. The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the Marin County Superior Court in accordance with the terms of this Agreement.

8. 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.

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

11. All correspondence to AYS shall be mailed to:

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

All correspondence to Crescent shall be mailed to:

Stephen Fuglsang  
Crescent Bronze Powder Co. Inc.  
3400 N. Avondale  
Chicago, IL 60618

12. Nothing in this Agreement shall be construed as an admission by Crescent of any fact, issue of law or violation of law. Nor shall compliance with this Agreement constitute or be construed as an admission by Crescent of any fact, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Crescent under this Agreement.

13. 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:

By: \_\_\_\_\_

As You Sow

Dated: \_\_\_\_\_

AGREED TO:

By: \_\_\_\_\_

Crescent Bronze  
Powder Co. Inc.

Dated: \_\_\_\_\_

EXHIBIT A

PRODUCT LIST

VAULTMASTER BRONZING LIQUID (V-180)  
VAULTMASTER THINNER (V-1087)  
VAULTMASTER HIGH SOLIDS LACQUER

Includes the following:

VPHS-8 Gold	VPHS-117 Orchid
VPHS-9 Copper	VPHS-112 Pink
VPHS-101 Aluminum	VPHS-119 Blue
VPHS-114 Antique	VPHS-118 Silver Blue
VPHS-115 Chocolate	

LUREMASTER ACRYLIC LACQUERS

Includes the following:

10-101 Pearl Brown	17-003 Pearl Satin Gold
11-103 Pearl Red	17-004 Pearl Bronze
12-104 Pearl Orange	17-005 Pearl Antique Gold
13-106 Pearl Yellow	17-006 Pearl Antique Bronze
13-129 Pearl Chartreuse	17-007 Pearl White
14-105 Pearl Green	17-008 Luster Pearl White
15-107 Pearl Purple	17-009 Pearl Copper
15-108 Pearl Blue	17-109 Pearl Silver/Gray
17-002 Pearl Gold	17-110 Pearl Antique Silver
17-111 Pearl Antique Copper	17-112 Pearl Silver
11-001 Flame Red	13-001 Lightning Yellow
11-010 Glow Pink	13-007 Gold Yellow
11-020 Hot Pink	13-009 Chartreuse
11-030 Cerise	14-001 Strike Green
12-001 Blaze Orange	14-020 Moss Green
12-040 Fire Orange	15-003 Horizon Blue
15-080 Fire Purple	15-081 Magenta
15-090 Flo Purple	10-008 Brown
13-024 Chartreuse	15-005 Blue
11-009 Fisheye Red	13-040 Brite Yellow
15-007 Purple	11-442 Hot Pink
14-062 Green	17-920 Glow
17-001 Gloss Black	17-020 Gloss Clear Lacquer
17-010 Gloss White	17-220 Sprayable Clear Lacquer
17-119 Hi-Adhesion White	17-031 Fast Thinner
17-229 White Lacquer Primer	

EXHIBIT A

PRODUCT LIST

CRES-LITE ALUMINUM QUICK DRY PAINT #67 (10006)  
CRES-LITE ULTRA BRIGHT ALUMINUM PAINT #100 (10007)  
CRES-LITE ACRYLIC LACQUER FAST DRY THINNER (10593)  
CRES-LITE ACRYLIC LACQUER CLEAR PLASTIC (10584)  
CRES-LITE METALLIC MIX (6810-5) (10555)  
CRES-LITE HIGH SOLIDS BRONZING LIQUID (10558)  
CRES-LITE HIGH SOLIDS LACQUER CLEAR (10558)  
CRES-LITE ACRYLIC LACQUER CLEAR (6810-5) 10555  
CRES-LITE ACRYLIC LACQUER (10501)  
CRES-LITE HIGH SOLIDS LACQUER (10501 S)

CHROMATONE QUICK DRY METALLIC

Includes the following:

Silver	10101
Palegold	10102
Richgold	10103
Copper	10104
Romangold	10105