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5 Attorneys for Plaintiff,
AS YOU SOW
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF MARIN
10

11 AS YOU SOW, a Non-Profit Corporation,)	CASE NO. 164409
)	
12 Plaintiff,)	STIPULATION FOR ENTRY OF
)	JUDGMENT
13 vs.)	
)	
14 D AIRCRAFT PRODUCTS, INC.; and)	
DOES 1 through 1,000, Inclusive,)	
)	
15 Defendants.)	
)	
16)	
17 _____		

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20 IT IS HEREBY STIPULATED, by and between plaintiff As You Sow and defendant
21 D Aircraft Products, Inc., through their respective representatives, that judgment in the

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1 above-entitled action be entered in accordance with the terms of the settlement agreement
2 between the parties, which is attached hereto as Exhibit A.

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4 DATED: October 23, 1995

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6 By: 

Clifford A. Chanler
Jenny Cohn
Attorneys for Plaintiff, AS YOU SOW

7
8 DATED: September 20, 1995

9
10 By: 

Mark S. Geraghty
Mimi M. Lee
Attorneys for Defendant,
D AIRCRAFT PRODUCTS, INC.

Exhibit A

SETTLEMENT AGREEMENT

On ^{October}~~July~~ 11, 1995 in San Francisco, California, As You Sow ("AYS") and 'D' Aircraft Products, Inc. ("D' Aircraft") agreed to the following terms and condition:

WHEREAS:

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

'D' Aircraft is a California company that currently manufactures and distributes aerospace performance materials, including sealants, conformal coatings, adhesives, primers, epoxies, calendared sheet rubber, and chemical milling materials, some of which contain chemicals listed as known to the State of California to cause cancer and/or birth defects or other harm, pursuant to Health & Safety Code §25249.8 ("Proposition 65"), including but not limited to toluene; 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

A list of the products containing Proposition 65-listed chemicals which are covered by this Agreement is provided in Exhibit A (the "Products"). The Products have been distributed by 'D' Aircraft for sale and/or use in California since February 28, 1988; and

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

On June 20, 1995, AYS filed a complaint entitled As You Sow v. 'D' Aircraft Products, Inc. (No. 164409) in Marin County Superior Court, naming 'D' Aircraft 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 Proposition 65-listed chemicals including toluene in certain 'D' Aircraft products;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PRODUCT LABELING.** Beginning immediately, 'D' Aircraft shall initiate revisions to its current labels for the Products. 'D' Aircraft agrees that as of December 31, 1995, it shall not ship (or cause to be shipped) any of the Products for sale or use in the State of California unless each such Product contains one of the following warning statements on its label:

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

"Contains chemical(s) known to the State of California to cause reproductive toxicity."
- 1.2. For Products containing a chemical listed by the State of California as known to cause cancer:

"Contains chemical(s) known to the State of California to cause cancer."
- 1.3. For Products containing any combination of chemicals listed by the State of California as known to cause cancer and known to cause birth defects or other reproductive harm:

"Contains chemical(s) known to the State of California to cause cancer and reproductive toxicity."
- 1.4. 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. An example of such a label is attached hereto as Exhibit B.
2. **MSDS REVISIONS.** Beginning immediately, 'D' Aircraft will initiate revisions to its current MSDSs for the Products so that the warning or warnings will be consistent in wording with the on-label warning language required by §1. Final printed MSDSs incorporating the revised warnings will be distributed in the normal course of business but in any event no later than December 31, 1995. An example of such an MSDS is attached as Exhibit C.
3. **SETTLEMENT AMOUNT.**
 - 3.1 **Restitution and Investigation Costs.** 'D' Aircraft agrees to pay \$11,270 to AYS upon execution of this Agreement. The restitutionary component of this amount, made pursuant to Business & Professions Code §17203, shall be transferred to The Data Center located in Oakland. 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 'D' Aircraft's attention, litigating and negotiating a settlement in the public interest.
4. **AYS RELEASE.** AYS, by this Agreement, waives all rights to institute action against 'D' Aircraft, its distributors or retailers which sell the Products listed on Exhibit A, and its customers who use these Products and their respective employees,

officers, directors, attorneys or representatives, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim based on 'D' Aircraft's failure to warn users about exposure to Proposition 65 chemicals.

5. **'D' AIRCRAFT RELEASE.** 'D' Aircraft, 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 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 'D' Aircraft.
6. **STIPULATED JUDGMENT.** 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.
7. **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.
8. **GOVERNING LAW.** The terms of this Agreement shall be governed by the laws of the State of California.
9. **CORRESPONDENCE.**

All correspondence to AYS shall be mailed to:

Syda Kosofsky, Esq.
Chanler & Associates
1700 Montgomery Street, Suite 110
San Francisco, California 94111

All correspondence to 'D' Aircraft shall be mailed to:

'D' Aircraft Products, Inc.
Five Garret Mountain Plaza
West Paterson, New Jersey 07424
Attention: Secretary


with copies to:

'D' Aircraft Products Inc.
1191 Hawk Circle
Anaheim, California 92807
Attention: Ms. Nadereh Zarrabi and

Mark Geraghty, Esq.
Dickson, Carlson & Campillo
120 Broadway, Third Floor
P.O. Box 2122
Santa Monica, California 90407-2122


10. **NO ADMISSION.** Nothing in this Agreement shall be construed as an admission by 'D' Aircraft 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 'D' Aircraft 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 'D' Aircraft under this Agreement.
11. **AUTHORITY TO EXECUTE.** 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: 10/19/95

AGREED TO:

By: 
'D' Aircraft Products Inc.


Dated: 14 Aug 95 

Exhibit A

EXHIBIT "A"
LIST OF PRODUCTS

1. DAPCO 1
2. DAPCO 10
3. DAPCO 18-4
4. DAPCO 19
5. DAPCO 37
6. DAPCO 60
7. DAPCO 3300
8. DAPCO 3302
9. DAPCO 62 Thinner
10. DAPCO 10220

Exhibit B

D Aircraft Products Inc.

191 Hawk Circle, Anaheim, California 92700

DAPCO 3306 PART 'A'

BHC 299-947-152 TY1 CL1

BATCH NO : M0918

PT KIT

U. P. = 33 TORR @ 77F

UOC = 558 G/L

H	3	R	0
F	3	PP	6

CAUTION: MAY CAUSE SKIN IRRITATION.

AVOID CONTACT.

IF CONTACT OCCURS WASH WITH WATER.

THIS PRODUCT CONTAINS CHEMICAL(S)
KNOWN TO THE STATE OF CALIFORNIA
TO CAUSE CANCER AND
REPRODUCTIVE TOXICITY.

Exhibit C

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SECTION I - IDENTIFICATION

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COMPANY NAME D AIRCRAFT
1191 Hawk Circle
Anaheim, CA 92807
(714) 632-8444

EMERGENCY PHONE NUMBER (800) 424-9300

PRODUCT IDENTIFIER DAPCO # 3300 Part 'A'

CHEMICAL FAMILY Silicone Resin in Solvent
Prepared by: T. Speechly
Date Prepared: 8/31/94
Rev. 3: 9-13-95

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SECTION II - HAZARDOUS INGREDIENTS

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HAZARDOUS INGREDIENTS	PERCENT	TLV	CAS NUMBER
TOLUENE	65	100ppm	108-88-3
BENZENE	<0.05	10ppm	71-43-2

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HMIS: H: 3 F: 3 R: 0 PP: G

INERT FILLERS:

CARCINOGEN LISTINGS BY OSHA, NTP OR IARC: yes

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SECTION III - PHYSICAL DATA

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BOILING POINT.....230°F	SPECIFIC GRAVITY....0.9-1.0
MELTING POINT.....N/A*	VOC g/l.....650
VAPOR PRESSURE(mm Hg.)...22	VAPOR DENSITY (Air=1)... 3.2
EVAPORATION RATE	SOLUBILITY IN WATER:... Negligible
(Butyl Acetate=1):.....>1.0	APPEARANCE & ODOR:..Clear, low viscosity liquid with aromatic odor.

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SECTION IV - FIRE AND EXPLOSION HAZARD DATA

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FLASHPOINT & METHOD OF DETERMINATION..PMCC T.C.C. 35 F LEL: 1.2 UEL: 7.0

FLAMMABLE LIMITS.....N/A

MEANS OF EXTINCTION.....Use Foam, Carbon Dioxide or Dry Chemical and all standard firefighting media could be used. Proper protective clothing with builtin respiratory apparatus should be worn fighting fires involving chemicals.

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UNUSUAL FIRE AND EXPLOSION HAZARDS: A vapor accumulation would flash or explode if ignited.

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SECTION V - HEALTH HAZARD DATA

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PRIMARY ROUTES OF SKIN CONTACT-YES INHALATION-YES INGESTION-POSSIBLE
EXPOSURE.....

OVEREXPOSURE EFFECTS.. Skin & Eyes: Causes drying of the skin and eye irritation. Inhalation: Causes headache, dizziness, nausea and uncoordination. Ingestion: Harmful if swallowed, causes vomiting, nausea and diarrhea.

Medical Conditions Generally Aggravated By Exposure:
None known to D Aircraft. However, people with allergies should take extra care, handling chemicals.

Heating to temperatures above 150°C in the presence of air may result in the release of formaldehyde. Formaldehyde is a known animal carcinogen and is considered to be probably carcinogenic to humans by IARC and NTP. Formaldehyde is irritating to the eyes, nose, throat and skin and is a dermal sensitizer. The permissible exposure limit for formaldehyde (0.75ppm OSHA TWA) should not be exceeded.

SPECIFIC FIRST AID EYES: Wash immediately with water.
PROCEDURES..... Get medical help if irritation persists.

SKIN CONTACT: Wash thoroughly with water.
Get medical help if irritation persists.

INHALATION: Remove to fresh air. Get medical help.

INGESTION: DO NOT INDUCE VOMITING. Give lots of water. Get medical help if needed.

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SECTION VI - REACTIVITY DATA

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CHEMICAL STABILITY..... Stable, keep away from heat, sparks and flame.
INCOMPATIBLE MATERIALS..... Oxidizing agents.

HAZARDOUS DECOMPOSITION
PRODUCTS..... Carbon Monoxide, Carbon Dioxide, Silicone Dioxide.
HAZARDOUS POLYMERIZATION..... Will not occur.
CONDITIONS TO AVOID..... None.

SECTION VII - SPILL OR LEAK PROCEDURE

WASTE DISPOSAL..... All disposals must comply with local, state and federal regulations.

LEAK AND SPILL PROCEDURES..... Wipe, scrape or soak in an inert material and put away in a container for disposal. Clean the walkways to avoid slipping. If cleaning solvents were used, proper ventilation required.

Store in tightly sealed containers away from fire hazards such as grease, dust and other chemicals.

SECTION VIII - SPECIAL PROTECTION

PERSONAL PROTECTION..... HMIS CODE G - Safety Glasses, Gloves, Respirator and Synthetic Apron.

VENTILATION..... If handled indoors, provide mechanical exhaust ventilation.

HANDLING PROCEDURES AND EQUIPMENT..... Avoid breathing vapors. Keep away from heat, sparks, and open flames. Use adequate ventilation. Wash thoroughly after handling.

SECTION IX - SHIPPING INFORMATION

UN NUMBER..... UN 1133

ATA SHIPPING NAME..... ADHESIVE, FLAMMABLE LIQUID

SECTION X - STORAGE INFORMATION

STORE IN A COOL, WELL VENTILATED AREA IN TIGHTLY CLOSED CONTAINERS. AVOID MOISTURE CONTAMINATION.

SECTION XI REGULATORY INFORMATION

NOTICE: The information herein is presented in good faith and believed to be accurate as of the preparation date shown below. However, no warranty is expressed or implied is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state and local laws. The following specific information is made for the purpose of complying with numerous federal, state, and local laws and regulations. THIS INFORMATION IS NOT MEANT TO BE ALL-INCLUSIVE. SELECTED REGULATIONS ARE PRESENTED.

SEP 13 00 05:43
CALIFORNIA PROPOSITION 65:

This product contains chemicals known to the State of California to cause cancer and reproductive toxicity.

FOOT NOTES

REFERENCES

DISCLAIMER: The information contained herein is accurate to the best of our knowledge, but no liability whatsoever is assumed. Final determination of suitability of a material is the sole responsibility of the user. All materials may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

THE PRODUCT FORMULATION INFORMATION CONTAINED HEREIN IS ONLY FOR OCCUPATIONAL SAFETY AND HEALTH RELATED USAGE. ANY MISUSE OF THIS INFORMATION, INCLUDING DIVULGENCE TO THIRD PARTIES OR USE TO GAIN A COMPETITIVE ADVANTAGE IS STRICTLY PROHIBITED.