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**FILED**  
San Francisco County Superior Court

OCT 18 1995

5 Attorneys for Plaintiff  
6 AS YOU SOW

ALAN CARLSON, Clerk  
BY: Alan Carlson Deputy Clerk

320428  
\$182

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 IN AND FOR THE COUNTY OF SAN FRANCISCO  
9

10 AS YOU SOW, a non-profit )  
11 corporation, )  
12 Plaintiff )  
13 v. )  
14 ECLECTIC PRODUCTS, INC.; MEGA )  
15 POWER, INC.; )  
16 and DOES 1 through 1000, )  
17 Defendants. )

Case No. 971350  
JUDGMENT ON STIPULATION  
FOR ENTRY OF JUDGMENT

18 In the above-entitled action, plaintiff As You Sow  
19 and defendant Eclectic Products, Inc., having stipulated  
20 through their respective representatives, that judgment be  
21 entered pursuant to the terms of the settlement agreement  
22 entered into by the parties, said stipulation being attached  
23 hereto,

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

27 Dated: October 11, 1995  
28

Stuart R. Pollak  
Judge of the Superior Court  
STUART R. POLLAK  
PRESIDING JUDGE

1 Clifford A. Chanler, State Bar No. 135534  
Syda Kosofsky, State Bar No. 172184  
2 CHANLER & ASSOCIATES  
1700 Montgomery Street, Suite 110  
3 San Francisco, CA 94111  
Tel: (415) 391-1122

4 Attorneys for Plaintiff  
5 AS YOU SOW

6

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

9

10 AS YOU SOW, a non-profit	)	Case No. 971350
corporation,	)	
11	)	
Plaintiff,	)	STIPULATION FOR
12 v.	)	<u>ENTRY OF JUDGMENT</u>
	)	
13 ECLECTIC PRODUCTS, INC;	)	
MEGA POWER, INC; and DOES 1	)	
14 through	)	
1000,	)	
15	)	
Defendants.	)	
16	)	

17

18 IT IS HEREBY STIPULATED, by and between plaintiff As  
19 You Sow and defendant Eclectic Products, Inc., through their  
20 respective representatives, that judgment in the above-  
21 entitled action be entered in accordance with the terms of the  
22 settlement agreement between the parties, which is attached  
23 hereto as Exhibit A.

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Dated: ~~August~~ <sup>October</sup> 6, 1995

CHANLER & ASSOCIATES

by: *Judy Cohn*  
~~Syda Kosofsky~~ Jenny Cohn  
Attorneys for Plaintiff  
AS YOU SOW

Dated: August 9, 1995

*William Harrison*  
ECLECTIC PRODUCTS, INC.

# **Exhibit A**

SETTLEMENT AGREEMENT

On July 28, 1995 in San Francisco, California, **As You Sow** ("AYS") and **Eclectic Products, Inc.** ("Eclectic") 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

Eclectic is a California company that currently distributes adhesive products, some of which contain tetrachloroethylene (perchloroethylene); and

On April 1, 1988, tetrachloroethylene (perchloroethylene) was officially listed by the State of California as a chemical known to cause cancer, pursuant to Health & Safety Code §25249.8; and

The four Eclectic products containing tetrachloroethylene which are covered by this Agreement are listed on Exhibit A (the "Products"). The Products have been distributed by Eclectic for sale and/or use in California since April 1, 1989; and

On March 17, 1995, AYS served Eclectic with a document entitled "60-Day Notice" which provided Eclectic 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 including tetrachloroethylene (perchloroethylene); and

Eclectic has revised the labels of two of the Products (E-6000 and E-6100) to comply with Proposition 65, reformulated one of the Products (Shoe Goo II) to eliminate tetrachloroethylene (perchloroethylene) and discontinued one of the Products (UV-6800); and

On July 27, 1995, AYS filed a complaint entitled As You Sow v. Eclectic Products, Inc.; et al. (No. 971350) in San Francisco Superior Court 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 tetrachloroethylene (perchloroethylene), in certain Eclectic products; and

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

1. **Product Labelling.** Eclectic agrees that it currently does not and 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 the following warning statement on its label:

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

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 exemplar of a satisfactory label is attached hereto as Exhibit B.

This paragraph shall not be construed to require Eclectic to revise the labels of Products in the possession of its distributors as of the date of this Agreement.

2. **Restitution and Investigation Costs.** Eclectic agrees to pay \$1750 to AYS upon execution of this Agreement. The restitutionary component of this payment, made pursuant to Business & Professions Code §17203, shall be distributed to the Data Center, a non-profit clearinghouse of information located in Oakland, CA. 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 Eclectic's attention, litigating and negotiating a settlement in the public interest.
3. **Material Safety Data Sheets.** Beginning immediately, Eclectic will initiate revisions to its current MSDSs for Products so that the warnings will be consistent in wording with the on-label warning language required by ¶1. Final printed MSDSs incorporating the revised warnings will begin to be distributed in the normal course of business but in any event no later than September 1, 1995. An exemplar of a proper MSDS is attached hereto as Exhibit C.
4. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against Eclectic, its distributors or retailers which sell Eclectic's Products, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim based on Eclectic's failure to warn consumers about exposure to tetrachloroethylene from the Products listed in Exhibit A.

5. **Eclectic Release.** Eclectic, by this Agreement, waives all rights to institute any form of legal action against AYS, its members, officers, directors, attorneys and representatives (the "AYS Releases") based on any statute or provision of common law and for all actions or statements made by the AYS Releases in the course of seeking enforcement of Proposition 65 against Eclectic.
6. **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.
7. **Attorney's 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.
8. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California.
9. **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.
10. **Correspondence.** All correspondence to AYS shall be mailed to:

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

All correspondence to Eclectic shall be mailed to:

Donald A. Gallagher, Esq.  
Arnold, Gallagher & Saydack  
220 Southpark Building  
101 E. Broadway  
Eugene, OR 97401

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

12. **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: *Lowell D. Mada*

As You Sow

AGREED TO:

By: *William C. Hamlin*

Eclectic Products, Inc.



EXHIBIT A

E-6000

E-6100

UV-6800

Shoe Goo II

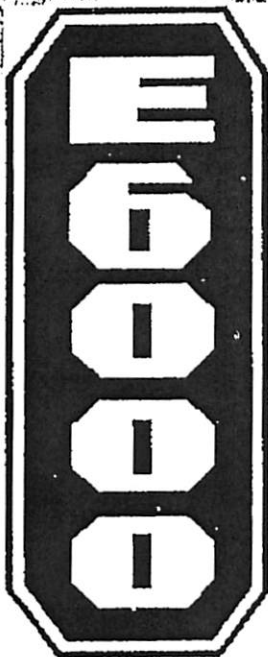
Handwritten marks: a circle with a crosshair, "PMS 5", a signature, and a checkmark.

**CAUTION**

VAPOR HARMFUL

SEE OTHER CAUTIONS ON BACK PANEL

# INDUSTRIAL STRENGTH



*The Multi-Purpose Adhesive  
Self-Leveling Formula*

*Medium Viscosity*

*Clear*

*Stock # 230021*

- Abrasion-Resistant
- Waterproof
- Flexible
- Paintable

Vol. = 110 ml.  
3.7 fl. oz.

E-6000 is a unique adhesive which has been formulated to meet high-performance industrial requirements. It adheres to more surfaces than virtually any other adhesive. E-6000 has exceptional adhesion to wood, metal, glass, fiberglass, ceramics, masonry, and concrete. It also adheres strongly to leather, rubber, vinyl and many plastics. Because it is abrasion-resistant, E-6000 may be used on high-wear surfaces. E-6000 maintains its flexible bond in cold temperatures and may be used to bond items subject to vibration. The clear E-6000 is not formulated for exposure to sunlight. For these applications, either paint over E-6000 after it has cured or try our UV-8800 adhesive specially formulated for outdoor use.

### APPLICATIONS

- Maintenance**
- Repair rubber conveyor belts • seal cracked concrete • leaking plastic and metal containers • broken glass • plastic pipe • flexible hose
  - Lock down fasteners against vibration • repair auto upholstery • molding • mirrors
- Manufacturing**
- Bond seams in trailers • garage doors • plastic and rubber part assembly • jewelry • neoprene products • metal boat mfg. • hot tub mfg.

**CAUTION:** Contains perchloroethylene. Harmful if inhaled. May cause dizziness, headache or nausea. Can cause skin and eye irritation. **WARNING:** This product contains a chemical known to the state of California to cause cancer.

Keep away from heat and flame. Contact with flame or hot surface may produce toxic gases. Use only with adequate ventilation. To avoid breathing vapor, open all windows and doors to assure fresh air movement during application and drying. Avoid prolonged or repeated contact with skin. Wash thoroughly after handling.

**FIRST AID:** If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. If swallowed, do not induce vomiting; get medical assistance. In case of eye contact, immediately flush eye with plenty of water for at least 15 minutes.

### KEEP OUT OF REACH OF CHILDREN

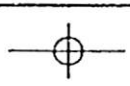
### DIRECTIONS

1. Read Material Safety Data Sheet before using.
2. Surface should be clean, dry, and free of dirt.
3. Puncture seal in neck of tube using pointer cap.
4. Use and store at 70°F.
5. Cure time increases with lower temperatures.
6. For maximum-strength bond, allow 24 to 72 hour dry time.
7. For joining non-porous materials, apply a thin coat to each surface. Wait 5 minutes and press surfaces together.
8. Clean uncured adhesive with mineral spirits or citrus-based solvents. Cured material may be removed by cutting or scraping.
9. Test small area before full use.
10. For further information, consult E-6000 Technical Data Sheets.

Manufactured in the U.S.A. by Eclectic Products, Inc.  
For more information, call 1-800-767-4667



0300360C 7/95



MATERIAL SAFETY DATA SHEET

PRODUCT NAME: E-6000 CLEAR (NON-FLAM) HMIS CODES: H F R P
PRODUCT CODE: 371000350 3\* 1 1 H

SECTION I - MANUFACTURER IDENTIFICATION

MANUFACTURER'S NAME: ECLECTIC PRODUCTS, INC.
ADDRESS: P.O. BOX 2280, EUGENE, OR 97402
EMERGENCY PHONE: (800)535-5053 INFORMATION PHONE: (503)484-9621
DATE REVISED : 07-21-94 NAME OF PREPARER : MSDS/COMPLIANCE DEPT

SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION

Table with columns: HAZARDOUS COMPONENTS, CAS NUMBER, OCCUPATIONAL EXPOSURE LIMITS (OSHA PEL, ACGIH TLV, OTHER), VAPOR PRESSURE (mm Hg @ TEMP), and WEIGHT PERCENT. Row 1: \*TETRACHLOROETHYLENE (PERCHLOROETHYLENE) with values 127-18-4, 25 PPM, 50 PPM, 200 PPM, 13.0 mm Hg @ 68F, 66.04.

\* Indicates chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.
PROPOSITION 65 STATEMENT: This product contains a chemical known to the state of California to cause cancer.
DOT CLASS: SMALL PKG. - CONSUMER COMMODITY ORM-D; 1 GA. & LARGER - TETRACHLOROETHYLENE MIXTURE, 6.1, UN 1897, PG III

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

BOILING POINT: 250 Deg F SPECIFIC GRAVITY (H2O=1): 1.3
VAPOR DENSITY: HEAVIER THAN AIR EVAPORATION RATE: SLOWER THAN ETHER
COATING V.O.C. : 7.30 LB/GL ( 875 G/L)
MATERIAL V.O.C.: 7.30 LB/GL ( 875 G/L)
SOLUBILITY IN WATER: NEGLIGIBLE
APPEARANCE AND ODOR: VISCOUS LIQUID WITH ETHER-LIKE ODOR

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: NONE METHOD USED:
FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: N/A UPPER: N/A

EXTINGUISHING MEDIA: FOAM, CO2, DRY CHEMICAL, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES

- I. WEAR POSITIVE PRESSURE SELF-CONTAINED BREATHING APPARATUS (SCBA).
II. COOL FIRE EXPOSED CONTAINERS WITH WATER.

UNUSUAL FIRE AND EXPLOSION HAZARDS

PRODUCT IS NON-FLAMMABLE AND NON-EXPLOSIVE UNDER NORMAL CONDITIONS OF USE. AT HIGH TEMPERATURES, PRODUCT DECOMPOSES TO GIVE OFF HYDROCHLORIC ACID AS GAS PLUS OTHER TOXIC AND IRRITATING VAPORS SUCH AS PHOSGENE AND CHLORINE. IF STORAGE CONTAINERS ARE EXPOSED TO EXCESSIVE HEAT, OVER-PRESSURIZATION CAN RESULT IN CONTAINER RUPTURE.

MATERIAL SAFETY DATA SHEET

PRODUCT NAME: E-6000 CLEAR (NON-FLAM) HMIS CODES: H F R P  
 PRODUCT CODE: 371000350 3\* 1 1 H

===== SECTION I - MANUFACTURER IDENTIFICATION =====

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 ADDRESS: P.O. BOX 2280, EUGENE, OR 97402  
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===== SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION =====

HAZARDOUS COMPONENTS	CAS NUMBER	OCCUPATIONAL EXPOSURE LIMITS			VAPOR PRESSURE		WRIGHT PERCENT
		OSHA PEL	ACGIH TLV	OTHER	mm Hg @	TEMP	
*TETRACHLOROETHYLENE (PERCHLOROETHYLENE)	* 127-18-4	25 PPM	50 PPM	200 PPM	13.0	68F	66.04

\* Indicates chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 172.  
 PROPOSITION 65 STATEMENT: This product contains a chemical known to the state of California to cause cancer.  
 DOT CLASS: SMALL PKG. - CONSUMER COMMODITY ORM-D; 1 GA. & LARGER - TETRACHLOROETHYLENE MIXTURE, 6.1, UN 1897, PG III

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BOILING POINT: 250 Deg F SPECIFIC GRAVITY (H2O=1): 1.3  
 VAPOR DENSITY: HEAVIER THAN AIR EVAPORATION RATE: SLOWER THAN ETHER  
 COATING V.O.C. : 7.30 LB/GL ( 875 G/L)  
 MATERIAL V.O.C.: 7.30 LB/GL ( 875 G/L)  
 SOLUBILITY IN WATER: NEGLIGIBLE  
 APPEARANCE AND ODOR: VISCOUS LIQUID WITH ETHER-LIKE ODOR

===== SECTION IV - FIRE AND EXPLOSION HAZARD DATA =====

FLASH POINT: NONE METHOD USED:  
 FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: N/A UPPER: N/A  
 EXTINGUISHING MEDIA: FOAM, CO2, DRY CHEMICAL, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES

- I. WEAR POSITIVE PRESSURE SELF-CONTAINED BREATHING APPARATUS (SCBA).
- II. COOL FIRE EXPOSED CONTAINERS WITH WATER.

UNUSUAL FIRE AND EXPLOSION HAZARDS

PRODUCT IS NON-FLAMMABLE AND NON-EXPLOSIVE UNDER NORMAL CONDITIONS OF USE. AT HIGH TEMPERATURES, PRODUCT DECOMPOSES TO GIVE OFF HYDROCHLORIC ACID AS GAS PLUS OTHER TOXIC AND IRRITATING VAPORS SUCH AS PHOSGENE AND CHLORINE. IF STORAGE CONTAINERS ARE EXPOSED TO EXCESSIVE HEAT, OVER-PRESSURIZATION CAN RESULT IN CONTAINER RUPTURE.

## ===== SECTION V - REACTIVITY DATA =====

**STABILITY: STABLE  
CONDITIONS TO AVOID**

AVOID EXTREME HEAT, FLAME OR SPARKS. AVOID CONTACT WITH ALUMINUM EQUIPMENT HAVING CONFINED SPACES (i.e. PUMPHOUSINGS).

**INCOMPATIBILITY (MATERIALS TO AVOID)**

STRONG ACIDS AND OXIDIZING MATERIALS. AVOID MIXING WITH CAUSTIC SODA OR POTASH.

**HAZARDOUS DECOMPOSITION OR BYPRODUCTS**

I. TOXIC/IRRITATING GASES AND FUMES. II. HYDROGEN CHLORIDE, CO<sub>2</sub>, SIMPLE HYDROCARBONS, PHOSGENE, AND CHLORINE.

**HAZARDOUS POLYMERIZATION: WILL NOT OCCUR**

## ===== SECTION VI - HEALTH HAZARD DATA =====

**INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

DIZZINESS MAY OCCUR AT 200 PPM; PROGRESSIVELY HIGHER LEVELS CAN CAUSE IRRITATION OF THE RESPIRATORY TRACT, DRUNKENNESS, NAUSEA, INCOORDINATION, UNCONSCIOUSNESS AND EVEN ASPHYXIATION IN CONFINED POORLY VENTILATED AREAS.

**SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

EYES: PRODUCT IN EYES CAN RESULT IN DISCOMFORT, PAIN AND IRRITATION. VAPORS MAY IRRITATE THE EYES AT ABOUT 100 PPM.  
SKIN: IRRITATION CAN DEVELOP FOLLOWING REPEATED AND/OR PROLONGED CONTACT AND MAY CAUSE DRYING OR FLAKING OF SKIN.

**SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

A SINGLE PROLONGED EXPOSURE IS NOT LIKELY TO RESULT IN MATERIAL BEING ABSORBED THROUGH THE SKIN IN HARMFUL AMOUNTS. THE LD50 OF TETRACHLOROETHYLENE FOR SKIN ABSORPTION IN RABBITS IS >10,000 mg/kg.

**INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

SINGLE DOSE ORAL TOXICITY IS LOW. INGESTION MAY RESULT IN IRRITATION OF THE MOUTH AND GASTROINTESTINAL TRACT ALONG WITH OTHER EFFECTS AS LISTED ABOVE FOR INHALATION. DO NOT INDUCE VOMITING.

**HEALTH HAZARDS (ACUTE AND CHRONIC)**

TETRACHLOROETHYLENE HAS BEEN SHOWN TO INCREASE RATE OF SPONTANEOUSLY OCCURRING MALIGNANT TUMORS IN CERTAIN LAB RATS AND MICE. OTHER LONG-TERM INHALATION STUDIES IN RATS FAILED TO SHOW TUMORIGENIC RESPONSE. EPIDEMIOLOGY STUDIES ARE LIMITED AND HAVE NOT ESTABLISHED AN ASSOCIATION BETWEEN TETRACHLOROETHYLENE EXPOSURE AND CANCER. DID NOT CAUSE BIRTH DEFECTS IN ANIMALS. BIRTH DEFECTS UNLIKELY. PROLONGED EXPOSURE ABOVE OSHA PERMISSIBLE LIMITS MAY RESULT IN LIVER AND KIDNEY DAMAGE.

**CARCINOGENICITY: NTP? YES IARC MONOGRAPHS? YES OSHA REGULATED? YES**

TETRACHLOROETHYLENE IS LISTED AS POTENTIAL CARCINOGEN BY IARC & NTP. TETRACHLOROETHYLENE IS NOT BELIEVED TO POSE MEASURABLE CARCINOGENIC RISK TO MAN WHEN HANDLED AS RECOMMENDED. RESULTS OF IN VITRO MUTAGENICITY TESTS HAVE BEEN NEGATIVE.

**MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE**

PRE-EXISTING EYE, SKIN, AND LUNG CONDITIONS.

**EMERGENCY AND FIRST AID PROCEDURES**

EYES: FLUSH WITH WATER FOR AT LEAST 15 MINUTES. SEEK MEDICAL CARE IF IRRITATION PERSISTS OR DEVELOPS.

SKIN: WIPE FROM SKIN AND WASH WITH SOAP AND WATER. IF IRRITATION DEVELOPS SEEK MEDICAL ATTENTION.

INHALATION: REMOVE TO FRESH AIR. IF BREATHING IS DIFFICULT, GIVE OXYGEN. GIVE ARTIFICIAL RESUSCITATION IF NOT BREATHING.

INGESTION: DO NOT INDUCE VOMITING. CALL A PHYSICIAN. GIVE 1 OR 2 GLASSES OF WATER TO DRINK.

\*\*\* SEE NOTE TO PHYSICIAN UNDER "OTHER PRECAUTIONS".

=====  
SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE  
=====

## STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

- I. SMALL LEAKS: WIPE UP, OR SOAK UP IMMEDIATELY WITH INERT MATERIAL. REMOVE TO OUTDOORS.
- II. LARGE SPILLS: EVACUATE AREA; CONTAIN LIQUID; TRANSFER TO CLOSED METAL CONTAINERS; KEEP OUT OF WATER SUPPLY.

## WASTE DISPOSAL METHOD

- I. RECLAIM OR INCINERATE THE NON-HARDENED PRODUCT.
- II. MATERIAL RESULTING FROM CLEAN UP OPERATIONS MAY BE HAZARDOUS WASTE AND THEREFORE, SUBJECT TO SPECIFIC REGULATIONS. DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS AT TIME OF DISPOSAL.

## PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING

IN LARGE QUANTITIES, LETHAL CONCENTRATIONS MAY EXIST IN AREAS WITH POOR VENTILATION. DO NOT USE IN POORLY VENTILATED OR CONFINED SPACES WITHOUT PROPER RESPIRATORY PROTECTION. VAPORS WILL COLLECT IN LOW PLACES SUCH AS PITS, STORAGE TANKS AND OTHER CONFINED SPACES. DO NOT ENTER THESE AREAS UNLESS SPECIAL BREATHING APPARATUS IS USED AND AN OBSERVER IS PRESENT.

## OTHER PRECAUTIONS

\*\*\* NOTE TO PHYSICIAN; BECAUSE RAPID ABSORPTION MAY OCCUR THROUGH LUNGS IF ASPIRATED AND CAUSE SYSTEMIC EFFECTS, THE DECISION OF WHETHER TO INDUCE VOMITING OR NOT SHOULD BE MADE BY PHYSICIAN. IF LAVAGE IS PERFORMED, SUGGEST ENDOTRACHEAL AND/OR ESOPHAGAL CONTROL. DANGER FROM LUNG ASPIRATION MUST BE WEIGHED AGAINST TOXICITY WHEN CONSIDERING EMPTYING THE STOMACH. DO NOT ADMINISTER SYMPATHOMIMETIC DRUGS UNLESS ABSOLUTELY NECESSARY. NO SPECIFIC ANTIDOTE. SUPPORTIVE CARE. TREATMENT BASED ON JUDGEMENT OF THE PHYSICIAN IN RESPONSE TO REACTIONS OF THE PATIENT.

=====  
SECTION VIII - CONTROL MEASURES  
=====

## RESPIRATORY PROTECTION

- I. IF VENTILATION IS INADEQUATE TO MAINTAIN TLV WEAR A NIOSH APPROVED AIR PURIFYING ORGANIC CARTRIDGE RESPIRATOR.
- II. FOR EMERGENCY AND OVER EXPOSURE, USE AN APPROVED POSITIVE PRESSURE SELF-CONTAINED BREATHING APPARATUS.
- III. IN CONFINED OR POORLY VENTILATED AREAS, USE AN APPROVED POSITIVE PRESSURE SELF-CONTAINED BREATHING APPARATUS.

## VENTILATION

ADEQUATE VENTILATION SHOULD BE PROVIDED TO KEEP VAPOR CONCENTRATIONS BELOW ACCEPTABLE EXPOSURE GUIDELINES. USE ONLY WITH ADEQUATE VENTILATION.

## PROTECTIVE GLOVES

GLOVES ARE RECOMMENDED. NEOPRENE-LATEX GLOVES HAVE BEEN USED SATISFACTORILY.

## EYE PROTECTION

SPLASHPROOF GOGGLES. ONLY REQUIRED IF HANDLING POSES A RISK OF EYE CONTACT.

## OTHER PROTECTIVE CLOTHING OR EQUIPMENT

AS NECESSARY TO PREVENT SKIN CONTACT. SELECTION OF SPECIFIC ITEMS SUCH AS GLOVES, BOOTS, APRON, OR FULL BODY SUIT WILL DEPEND ON OPERATION. WORK STATION CONDITIONS SHOULD BE EVALUATED BY MANAGEMENT TO DETERMINE PROPER PERSONAL PROTECTION.

## WORK/HYGIENIC PRACTICES

DO NOT ALLOW EYE OR SKIN CONTACT. AVOID BREATHING VAPORS. WASH THOROUGHLY AFTER HANDLING AND BEFORE EATING OR DRINKING.

=====  
SECTION IX - DISCLAIMER  
=====

## DISCLAIMER

TO THE BEST OF OUR KNOWLEDGE, THE INFORMATION CONTAINED HEREIN IS ACCURATE, OBTAINED FROM SOURCES BELIEVED BY ECLECTIC PRODUCTS INCORPORATED TO BE ACCURATE. SINCE THE CONDITIONS AND METHODS OF USE OF OUR PRODUCT ARE BEYOND OUR CONTROL, WE DISCLAIM ANY AND ALL LIABILITY ARISING OUT OF THE IMPROPER USE OF THIS PRODUCT OR THE INFORMATION PROVIDED HERewith.

D217109.E  
26713.001

**FILED**  
San Francisco County Superior Court

OCT 18 1995

ALAN CARLSON, Clerk  
BY: Alan Carlson Deputy Clerk

1 THOMAS A. ACKLEY (CSB #94725)  
TITCHELL, MALTZMAN, MARK, BASS,  
2 OHLEYER & MISHEL  
A Professional Corporation  
3 650 California Street, Suite 2900  
San Francisco, CA 94108  
4 Telephone: (415) 392-5600  
Facsimile: (415) 981-5027

5 Attorneys for Plaintiffs  
6 LUIGINA FASSIO and GIANNI FASSIO

7  
8 SUPERIOR COURT OF CALIFORNIA  
9 CITY AND COUNTY OF SAN FRANCISCO

10  
11 LUIGINA FASSIO and GIANNI )  
FASSIO, as trustee of THE )  
12 PIERINO FASSIO TRUST, )  
13 Plaintiffs, )  
14 v. )  
15 BENNY HUANG, etc., et al., )  
16 Defendants. )

No. 971597

AMENDED UNLAWFUL DETAINER  
DEFAULT JUDGMENT

17  
18 The application of plaintiffs for an amended unlawful  
19 detainer default judgment came on regularly before the court on  
20 October 18, 1995. Plaintiffs appeared by and through their  
21 attorney of record, Thomas A. Ackley, Esq. of Titchell, Maltzman,  
22 Mark, Bass, Ohleyer & Mishel, A Professional Corporation; no  
23 appearance was made by or on behalf of defendant. The court  
24 having heard and considered the evidence submitted by plaintiffs  
25 in support of said application, the default of defendant and a  
26

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26713.001

1 judgment against defendant for restitution having been entered  
2 herein on August 16, 1995, and good cause appearing therefor,

3 IT IS ADJUDGED that plaintiffs LUIGINA FASSIO and GIANNI  
4 FASSIO, as trustee of THE PIERINO FASSIO TRUST, recover from  
5 defendant BENNY HUANG, individually and doing business as  
6 MOVIELAND, rents and damages in the amount of \$25,376.78,  
7 attorneys' fees in the amount of \$2,843.50, and costs of suit in  
8 the amount of \$304.00, for a total judgment of \$28,524.28.

9 IT IS FURTHER ADJUDGED that the lease by which said  
10 defendant held possession of premises located at 1838 Irving  
11 Street, San Francisco, California is hereby declared forfeited,  
12 void, and of no effect.

13 Dated: 10/18/95

  
14 JUDGE OF THE SUPERIOR COURT