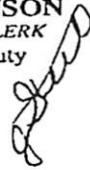


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Clifford A. Chanler, State Bar No. 135534  
Eric S. Somers, State Bar No. 139050  
CHANLER & SOMERS  
Suite 110  
1700 Montgomery Street  
San Francisco, CA 94111  
Tel: (415) 391-1122  
Fax: (415) 391-1157

Attorneys for Plaintiff  
AS YOU SOW

SUPERIOR COURT OF CALIFORNIA  
IN AND FOR THE COUNTY OF MARIN

AS YOU SOW, a non-profit corporation,  
Plaintiff  
v.  
EMERSON & CUMING, INC., and DOES  
1 through 1000,  
Defendants.

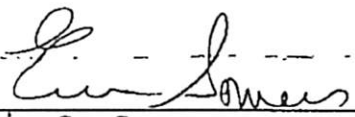
Case No. 164438


STIPULATION FOR ENTRY OF  
JUDGMENT AND JUDGMENT ON  
STIPULATION

ENTERED

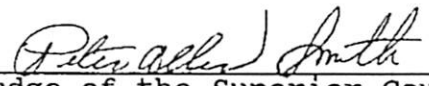
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IT IS HEREBY STIPULATED, by and between plaintiff As  
You Sow and defendant Emerson & Cuming, Inc., through their  
respective representatives, that judgment in the above-  
entitled action be entered in accordance with the terms of the  
settlement agreement between the parties, which is attached  
hereto as Exhibit A.

Dated: December 14, 1995 by:   
Eric S. Somers  
Attorneys for Plaintiff  
AS YOU SOW

Dated: December 11, 1995 by:   
Daniel E. Wax  
Attorneys for Defendant  
Emerson & Cuming, Inc.

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

Dated: December    , 1995   
Jan 10 1996 Judge of the Superior Court

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between **As You Sow**, a California non-profit corporation ("AYS") and **Emerson & Cuming, Inc.**, a Delaware corporation ("EMERSON") as of December 5, 1995 (the "Effective Date")

**WHEREAS:**

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

EMERSON manufactures and distributes adhesives, encapsulants, coatings and sealants, some of which contain toluene, toluene diisocyanate, and/or dichloromethane (methylene chloride); and

A list of the products that contain one or more of the chemicals listed above and which are covered by this Agreement is provided in Exhibit A (the "Products");

The Products have been distributed and sold by EMERSON for use in California; and

On December 9, 1994, AYS first served EMERSON and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided EMERSON and such public enforcers with notice that EMERSON 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 June 23, 1995, AYS filed a complaint entitled As You Sow v. Emerson & Cuming, Inc., et al. (No. 164438) in the Marin County Superior Court, naming EMERSON 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 EMERSON products; and

EMERSON asserts that it has complied with Proposition 65 since the inception of the statute and that warning requirements for its industrial use products are established under the Federal Hazard Communication Standard set forth in 29 C.F.R. §1920.1200 et seq.; and

AYS asserts that EMERSON has not provided any warnings compliant with Proposition 65 in conjunction with the sale of its

products in California and that EMERSON has been in violation of Proposition 65 since the inception of the statute; and

AYS further asserts that EMERSON's alleged compliance with the warning requirements set forth in 29 C.F.R. §1910.1200 et seq. is not relevant to this matter and does not mitigate EMERSON's failure to comply with Proposition 65.

In order to avoid costly and time-consuming litigation, AYS and EMERSON have agreed to settle all claims that have been brought or could have been brought against each other arising from the sale by EMERSON of its products in California containing Proposition 65-listed chemicals.

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

1. **Product Labeling.** Beginning immediately, EMERSON shall initiate revisions to its current labels for the Products. EMERSON shall use its best efforts to ensure that all Products are relabeled as quickly as possible, however, EMERSON 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 or into the State of California unless each such Product contains the appropriate warning statement on its label as follows:

- 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(s) 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(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:

**"WARNING: This product contains chemicals 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 an ordinary individual. The parties agree that the sample label attached hereto as Exhibit B satisfies this requirement.

**2. Restitution and Penalty.** Upon entry of a stipulated judgment pursuant to Section 9 of this Agreement, EMERSON agrees to pay \$6,000 to AYS in restitution. This payment, which is made pursuant to Business & Professions Code §17203, shall be forwarded by AYS to the Rainforest Action Network and the AYS Proposition 65 Investigation Fund. The Rainforest Action Network is a non-profit advocacy group dedicated to saving rainforests from destruction. The Investigation Fund supports research and investigation regarding the exposure of California citizens to chemicals listed pursuant to Proposition 65. Upon entry of a stipulated judgment pursuant to Section of this Agreement, EMERSON shall pay a civil penalty of \$2,000 pursuant to Health & Safety Code §25249.7(b). Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192.

**3. Reimbursement of Fees and Costs.** Upon entry of a stipulated judgment pursuant to Section 9 of this Agreement, EMERSON shall reimburse AYS \$16,000 for its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to EMERSON'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 EMERSON, its distributors, customers or successors, whether under Proposition 65 or Business & Profession Code §§17200 et seq. based on EMERSON's failure to warn about exposure to Proposition 65 listed chemicals contained in any of the Products manufactured on or prior to the date of this Agreement.

**5. EMERSON Release.** EMERSON, 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") 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 EMERSON on or prior to the date of this Agreement.

**6. MSDS Revisions.** EMERSON agrees to revise Section IV, entitled "Health Hazard Data" on each Material Safety Data Sheet ("MSDS") pertaining to each of the Products listed on Exhibit "A" of this Agreement, to include the applicable warning language set forth in Section 1 of this Agreement. An example of

a revised MSDS is attached hereto as Exhibit "C". Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before December 31, 1995.

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

7.1. EMERSON represents and warrants as follows:

7.1.1. Each of the Products listed in Exhibit "A" contains one or more substances known to the state of California to cause cancer or birth defects or other reproductive toxicity, and that EMERSON has no independent knowledge indicating 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).

7.1.2. In the event that EMERSON 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), EMERSON 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 EMERSON's exposure data, AYS shall provide EMERSON with written notice of its desire to challenge the data (in the event that AYS chooses to make such a challenge), and AYS and EMERSON 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 EMERSON 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 an arbitration. If AYS does not challenge EMERSON's notice or the arbitrator determines that no warning is required for a particular Product or Products, EMERSON shall no longer be required to provide the warnings described in Section 1 of this Agreement for those Products.

7.1.3. EMERSON represents that the sales data in the affidavit, attached hereto as Exhibit "D," is true and accurate, and that such sales data was a material inducement upon which AYS has relied to enter into this Agreement and to determine the amount of penalties and restitution in Section 4 of this Agreement.

**8. 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, EMERSON, at its option, may cease placing the warnings required under Section 1 on its labels and MSDSs; provided, however, that EMERSON shall continue to provide any warnings that continue to be required under other applicable laws, rules and regulations. Notwithstanding the terms of this paragraph, AYS shall not be required under any circumstances to refund or return any amount paid pursuant to Sections 2 and 3 of this Agreement.

**9. 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.

**10. 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.

**11. 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.

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

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

Eric S. Somers, Esq.  
Chanler & Somers  
1700 Montgomery Street  
Suite 110  
San Francisco, CA 94111

All correspondence to EMERSON shall be mailed to each of the following:

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

General Manager  
Emerson & Cuming  
55 Hayden Avenue  
Lexington, MA 02173

Litigation Counsel  
Emerson & Cuming  
62 Whittemore Avenue  
Cambridge, MA 02140

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

15. **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:

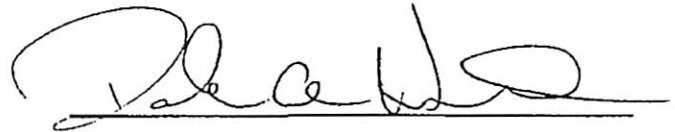
AGREED TO:

AS YOU SOW

Emerson & Cuming, Inc.



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Lisa S. Wiggins  
Printed Name

Robert A. Hartman  
Printed Name



# **Exhibit A**

GRACE SPECIALTY POLYMERS MSDS LISTING - PROP 65 PRODUCTS  
 DATE PRINTED: 12/21/95

PROP 65 SUBST.	PRODUCT		FAMILY	MSDS CODE	
METHYLENE CHLORIDE	300	PART B	ECCOBOND	181039	
	57		ECCOSTRIP	510143	
	90H		ECCOBOND	180910	
	93		ECCOSTRIP	510131	
	H-48		ECCOSLIP	510041	
	H-49		ECCOSLIP	510091	
	SOLDER 60C		ECCOBOND	190315	
	SOLDER 60C			601420	
	TOLUENE	2002-47S		AMICON	161200
		2081-31A		UNISSET	340300
		256		ECCOCOAT (TM)	490265
		257		ECCOCOAT (TM)	490275
		258A		ECCOCOAT (TM)	490305
		268E	PART A	ECCOSORB (TM)	212050
269E		PART A	ECCOSORB (TM)	212020	
33			ECCOPRIME	510283	
33			UNICOAT	164410	
582 BLACK		PART A	ECCOCOAT (TM)	480455	
582 BLUE		PART A	ECCOCOAT (TM)	480452	
582 GRAY		PART A	ECCOCOAT (TM)	480465	
909C			ECCOCOAT (TM)	480753	
933-26			UNICOAT	346020	
AC-8			ECCOCOAT (TM)	480101	
AC-8AE		CLEAR	ECCOCOAT (TM)	480131	
C-930-26			AMICON	442300	
EC-200		PART A	ECCOCOAT (TM)	480351	
EC-200		PART B		480359	
EC-210		PART B	ECCOCOAT (TM)	480379	
EP-3		PART B	ECCOCOAT (TM)	480439	
GSB			ECCOCOAT (TM)	480085	
HD-27		PART B	ECCOCOAT (TM)	480789	
HD-27 BLACK		PART A	ECCOCOAT (TM)	480785	
HD-27 BLUE		PART A	ECCOCOAT (TM)	480782	
HD-27 LIGHT GRAY		PART A	ECCOCOAT (TM)	480795	
HD-27 PART A		UNPIGMENTED	ECCOCOAT (TM)	480781	
RTU		PART B	ECCOCOAT (TM)	480839	
SOLDER 59C		ECCOBOND	190305		
SX		ECCOSHIELD	641555		
TOLUENE RED		MASTERBATCH	510513		
TU-603	PART B	AMICON	161040		
TOLUENE DIISOCYANATE	OP-2		ECCOCOAT (TM)	480808	
	CPC-41	PART A	ECCOTHANE	590418	
	CPC-42	PART A	ECCOTHANE	590438	
	FP		ECCOFOAM	330053	
	FPH		ECCOFOAM	330003	
	FPH-FR		ECCOFOAM	330013	
	IC-2	PART A	ECCOCOAT (TM)	832000	
	RTU	PART A	ECCOCOAT (TM)	480831	

GRACE SPECIALTY POLYMERS MSDS LISTING - PROP 65 PRODUCTS  
DATE PRINTED: 12/21/95

PROP 65 SUBST.	PRODUCT	FAMILY	MSDS CODE
TOLUENE/METHYLENE CHLORIDE	87H(NF)	ECCOBOND	180898
	CC-2	ECCOCOAT (TM)	490055
TOLUENE/TOLUENE DIISOCYANATE	LV-4002-55	ECCOCOAT	130010
	UV-7900	ECCOCOAT (TM)	261810
	UV-7920	UNICOAT	261820

# **Exhibit B**

# GRACE Specialty Polymers

**WARNING:** FLAMMABLE MATERIAL. PROLONGED OR REPEATED BREATHING OF VAPORS MAY CAUSE TEMPORARY CENTRAL NERVOUS SYSTEM IMPAIRMENT. CAUSES SEVERE EYE IRRITATION. VAPORS CAN CAUSE RESPIRATORY IRRITATION. COMPONENTS MAY BE ABSORBED THROUGH THE SKIN. CAUSES SKIN IRRITATION. HARMFUL IF SWALLOWED. CONTAINS MATERIALS WHICH MAY CAUSE REVERSIBLE LIVER AND KIDNEY EFFECTS.

THIS PRODUCT CONTAINS A CHEMICAL KNOWN BY THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

## ECCOCOAT CC-2 SOLVENT-BASED COATING

THOROUGHLY READ AND UNDERSTAND MSDS BEFORE USING MATERIAL. HAZARDOUS PRODUCT RESIDUES MAY BE PRESENT WITHIN EMPTY CONTAINER. FOR MANUFACTURING USE ONLY.  
EMERGENCY TEL. (CHEMTREC): 1-800-424-9300 (US)  
INTERNATIONAL: 1-202-483-7616

STORAGE: EXPIRATION DATE IS FOR STORAGE AT  
25 DEG. C (77 DEG. F.). KEEP AWAY FROM HEAT  
OR OPEN FLAME SOURCES

LABORATORY: Emerson & Cuming, Inc., a Grace Company (TEC), warrants that this product conforms to the chemical description contained in the product's technical bulletin. NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT. E.C. SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.  
Emerson & Cuming, Inc., Woburn, MA 01895 617-829-8400

QUANTITY: XXXXXXXXXXXXXXXX  
LOT NO.: XXXXXXXXXXXXXXXXXXXX  
CERTIFICATION  
DATE: 12/21/95  
EXPIRATION  
DATE: 06/18/96  
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**PRECAUTIONS:** Keep away from heat, sparks, pilot lights and other open flame sources. Do not cut, weld, or grind on or near container. Do not breathe vapors, mist, or spray. Do not get on eyes, skin, or clothing. Do not swallow. Keep container closed. Use only with proper exhaust ventilation, particularly in low-lying areas where vapors may accumulate. Wear an appropriate, properly fitted vapor respirator when vapor levels exceed the recommended exposure limits. Wear proper protective gloves, goggles, and clothing to prevent exposure. Remove contaminated clothing and wash before reuse. Wash thoroughly after handling and before eating, drinking, or smoking.

**FIRST AID:** SKIN CONTACT: Wash affected area thoroughly with soap and water. Remove contaminated clothing. Get medical attention if irritation persists. EYE CONTACT: Immediately flush eyes with water for at least 15 minutes. Get immediate medical attention. INHALATION: Remove to fresh air. Give artificial respiration if not breathing. Give oxygen if breathing difficult. Get immediate medical attention. INGESTION: Dilute with water if victim conscious and alert. Do not induce vomiting. Get immediate medical attention.

# **Exhibit C**

# SAFETY DATA

EMERSON & CUMING, INC.  
55 HAYDEN AVE.  
LEXINGTON, MASSACHUSETTS 02173

IN THE EVENT OF A CHEMICAL EMERGENCY INVOLVING  
A SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT,  
NOTIFY: CHEMTREC USA: 1-800-424-9300  
INTERNATIONAL: 202/483-7616(COLLECT)

## SECTION 1 IDENTIFICATION

PRODUCT NAME: ECCOCOAT CC-2

General Chemical Description: Solvent-based Conductive Coating

## SECTION 2 INGREDIENTS

Components	% by Weight	Exposure Guidelines	
		OSHA PEL	ACGIH TLV
Non-hazardous Resins Modifiers			
Total of the above:	< 15%	NA	NA
Silver	45 - 55%	0.01 mg/m <sup>3</sup>	0.1 mg/m <sup>3</sup>
Butyl Acetate	25 - 35%	150 ppm	150 ppm
Toluene	5 - 15%	100 ppm	50 ppm
Isopropanol	1 - 5%	400 ppm	400 ppm
Nethyl Ethyl Ketone	< 2%	200 ppm	200 ppm

## SECTION 3 PHYSICAL DATA

Boiling Point (Degree F): > 200  
Vapor Pressure (mm Hg @ 25C): 10 max.  
Percent Volatiles by Weight: 47 max.  
Specific Gravity (water = 1): 1.7 - 1.9  
Solubility in Water: Insoluble  
Vapor Density: Heavier than air  
Appearance and Odor: Silver liquid, solvent odor

ECCOCOAT CC-2

## SECTION 4 FIRE AND EXPLOSION HAZARD DATA

## Flash Point (Degree °F):

Not established: 15 - 72, based on flash points of components

## Flammable Limits:

lcl: 1.7%	uel: 7.6%	(Butyl Acetate)
1.2%	7.2%	(Toluene)
2.0%	12.7%	(Isopropanol)
1.4%	11.4%	(MEK)

## Extinguishing Media:

Use carbon dioxide, dry chemical, foam.

## Unusual Fire or Explosion Hazard:

Decomposition and combustion products may be toxic. Closed containers may violently rupture under fire conditions. Vapors may form flammable mixtures with air. Vapors from this product are heavier than air, and may travel a considerable distance to a source of ignition and flash back.

## Special Firefighting Procedures:

Firefighters/rescue personnel should wear positive pressure self contained breathing apparatus and full protective equipment. Cool exposed containers with water to prevent pressure buildup. If large quantities of material are involved, evacuate area and fight fire from a safe distance.

## SECTION 5 REACTIVITY DATA

## Product Stability:

Product is stable under normal handling and storage conditions. Hazardous polymerization will not occur; however, review reactivity data concerning conditions to avoid and incompatible substances.

## Incompatibility:

Incompatible with strong oxidizers, acids, bases.

## Hazardous Decomposition Products:

Carbon monoxide, carbon dioxide, aldehydes, silver compounds, acids and other organic substances may be formed during combustion. The chemical nature and quantity of decomposition by-products will vary widely depending on the conditions of combustion.



## ECCOCOAT CC-2

## Conditions to Avoid:

Avoid storage in open containers, exposure to open flame or uncontrolled exposure to heat, uncontrolled mixing with curing agents or exposure to incompatible substances.

## SECTION 6 RELEASE RESPONSE DATA

Spill response operations must be conducted in accordance with the provisions of OSHA 29 CFR 1910.120. Review the entire MSDS before proceeding with spill response.

## Small Spills:

Activate all explosion-proof exhaust ventilation in the immediate spill area. Extinguish open flames and eliminate all other sources of ignition. Wipe up, or absorb with vermiculite or other similar material. Wash area with soapy water to remove residue. Collect absorbed material and water rinses in appropriate chemical waste containers. Dispose of as an ignitable waste in accordance with all current Federal, State, and local regulations.

## Large Spills:

Evacuate all personnel not directly involved with control/cleanup operations from the immediate spill area. Extinguish open flames and all other sources of ignition. Activate explosion-proof exhaust ventilation in the immediate spill area. Shut off the source of the release if this can be done without risk of injury. Use only spill response equipment approved for use in potential flammable/explosive environments. Dike area to contain the spill and prevent releases to sewers or other waterways. Collect spilled material for salvage/disposal. Apply absorbent material to soak up residue. Wash area with soapy water. Prevent runoff from entering sewers or other waterways. Collect absorbed material and water rinses in appropriate waste containers. Dispose of as an ignitable waste in accordance with Federal, State, and local regulations.

## SECTION 7 HANDLING PRECAUTIONS

The recommendations described in this section are provided as general guidance for minimizing exposure when handling this product. Because usage conditions will vary depending on customer application, specific safe handling procedures should be developed by a person knowledgeable in the intended usage conditions and equipment. Employees must be properly trained in safe handling of this product prior to use.

## ECCOCDAT CC-2

## Personal Protection:

This product can cause severe eye irritation. Prevent eye contact through the use of splash-proof chemical goggles or face shield. This product can cause skin irritation. Components of this product may also be absorbed through the skin. Wear appropriate protective gloves, a proper chemical-resistant apron and additional impervious clothing to prevent skin contact, contamination of clothing and possible skin absorption. Normal work clothing should be washed before re-use. Wash hands and face thoroughly after handling this product and before eating, drinking or smoking. Emergency eye wash facilities and safety shower must be available.

## Ventilation Recommendations and Respiratory Protection:

Provide effective explosion-proof mechanical exhaust ventilation to draw vapors, mists, or fumes generated during processing away from the worker and prevent routine inhalation. Ventilation must be sufficient to maintain airborne concentrations of Section 2 ingredients below their PEL/TLV values. Use an appropriate, properly fitted respirator if exposures exceed PEL/TLV values. The type of respiratory protection selected will depend upon the conditions of use. Observe OSHA regulations for respiratory protection (29 CFR 1910.134).

## Storage:

Store in a cool, dry location with adequate ventilation. Keep container tightly sealed when not in use. Do not store near heat, sparks or open flame. To prevent fire or explosion risk from static electricity accumulation and discharge, effectively ground storage and transfer containers in accordance with NFPA standards. Empty container may contain flammable liquid or vapor residue. Do not cut, weld, solder, drill, grind or expose container to heat, flame or other source of ignition. They may explode and cause injury or death.

## SECTION 8 HEALTH DATA

## Routes of Exposure:

Skin and eye contact, inhalation of vapors.

## Medical Conditions Aggravated by Exposure:

Exposure may aggravate preexisting skin, eye and/or respiratory disorders.

## Eye Contact:

Contains materials which may cause severe but reversible eye irritation.

## ECCOCOAT CC-2

**Skin Contact:**

Contains materials which cause moderate skin irritation. Prolonged or repeated exposure to the liquid may exert a defatting or drying action on the skin, possibly resulting in dermatitis. Toluene may be absorbed through the skin.

**Inhalation:**

High vapor concentrations may cause respiratory irritation, headaches, nausea, dizziness; may cause anesthetic effects or other temporary central nervous system effects. Severity of effects will be dependent upon vapor concentration and severity of exposure.

**Ingestion:**

Harmful if swallowed.

**Chronic Health Effects:**

Excessive or prolonged contact with silver or silver compounds has been known to cause argyria, a blue-gray discoloration of the skin.

Overexposure to toluene has produced severe but reversible liver and kidney injury in humans. Repeated and prolonged overexposure has been associated with central nervous system injury and cardiac sensitization.

Minor embryotoxic/fetotoxic effects have been observed in laboratory rats exposed via inhalation to over 1000 ppm of MEK for most of the gestation period (5 times the OSHA PEL/TWA).

**SECTION 9 FIRST AID PROCEDURES:****Eye Contact:**

Immediately flush eyes thoroughly with water for at least 15 minutes while holding eyelids open. Get immediate medical attention.

**Skin Contact:**

Remove any contaminated clothing and flush the affected area of the skin thoroughly with plenty of water. Follow by washing with soap and water. Get medical attention if irritation persists. Do not reuse contaminated clothing until properly cleaned. Contaminated leather articles, including shoes, cannot be decontaminated and should be destroyed.

**Inhalation:**

Remove victim to fresh air. Provide oxygen if breathing is difficult. Give artificial respiration if not breathing. Get immediate medical attention.

## ECCOCOAT CC-2

## Ingestion:

DO NOT induce vomiting. If victim is conscious and alert, dilute by giving water to drink; never give anything by mouth to a drowsy, unconscious, or convulsing person. Get immediate medical attention.

## SECTION 10 ADDITIONAL INFORMATION

## TSCA Status:

All components of this product are listed in the EPA Toxic Substance Control Act Inventory.

## SARA Status:

The components listed in Section 2 which are substances regulated by the SARA Section 313 amendments to RCRA are as follows:

Silver (7440-22-4)                      Toluene (108-88-3)  
Methyl Ethyl Ketone (78-93-3)

## California Proposition 65 Information:

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

Methylene Chloride (75-09-2)  
Toluene (108-88-3)

## Special Notes:

Date Prepared: 10/12/95                      Supersedes: 3/25/93  
Document No.: 490055                      Prepared by: David Haas  
Revision Information: Inclusion of California Proposition 65 Status

Abbreviations: NA = Not Applicable    NE = Not Established    ND = Not Determined  
ppm = Parts per Million                  mg/m<sup>3</sup> = Milligrams Per Cubic Meter  
C = Ceiling Concentration                STEL = Short Term Exposure Limit

SAFETY INFORMATION: (617)861-6600

ADDITIONAL MSDS: (617)828-3300

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# **Exhibit D**

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

AS YOU SOW, a non-profit corporation )  
 )  
 ) Plaintiff, )  
 )  
 ) v. ) AFFIDAVIT  
 )  
 ) EMERSON & CUMING, INC.; AND DOES )  
 ) 1 through 1000, )  
 )  
 ) Defendants, )  
 )  
 \_\_\_\_\_ )

1. My name is Patricia E. Duncan. I am over twenty-one years of age. I am employed by the defendant, Emerson & Cuming, Inc. ("E&C") at its offices at 55 Hayden Avenue, Lexington, Massachusetts. My title is Product Sales Manager for the Specialty Polymers business unit.

2. I have reviewed E&C's sales records for the products listed on the attached Exhibit "A".

3. The total unit sales by E&C in California of those products during the one year period June 1, 1994 through May 31, 1995 was less than 5,000 units.

Signed under the pains and penalties of perjury this 22<sup>nd</sup> day of December, 1995.

Patricia E. Duncan  
Patricia E. Duncan

As subscribed and sworn to before me on December 22, 1995

SHEILA L. KILDAY, Notary Public

My Commission expires:

4/10/98