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FILED
San Francisco County Superior Court

MAY 1 - 1998

ALAN M. CARLSON, Clerk

BY: Edeline
Deputy Clerk

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11
12 SUPERIOR COURT OF CALIFORNIA
13
14 IN AND FOR THE COUNTY OF SAN FRANCISCO
15

16 AS YOU SOW, a non-profit)
17 corporation,)
18 Plaintiff)
19 v.)
20 FISHER SCIENTIFIC COMPANY, and)
21 DOES 1 through 1000,)
22 Defendants.)
23
24
25
26
27
28

Case No. 972686

STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION Edeline

1 IT IS HEREBY STIPULATED, by and between plaintiff AS
2 You Sow and defendant Fisher Scientific Company, through their
3 respective representatives, that judgment in the above-
4 entitled action be entered in accordance with the terms of the
5 settlement agreement between the parties, which is attached
6 hereto as Exhibit A.

7 Dated: April 19, 1996

by: Eric Somers
Eric Somers
Attorney for Plaintiff
AS YOU SOW

10
11 Dated: April 26, 1996

by: Debra Belaga
Debra Belaga
Attorney for Defendant
FISHER SCIENTIFIC COMPANY

14
15 IT IS HEREBY ORDERED that judgment be entered in
16 accordance with the terms of the stipulation between the
17 parties.

18
19 Dated: April 30, 1996

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

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into on April 26, 1996 by and between As You Sow ("AYS") and Fisher Scientific Company ("FISHER"), which have agreed to the following terms and conditions:

WHEREAS, on September 21, 1995, AYS filed a complaint entitled As You Sow v. Fisher Scientific Company, et al. (No. 972686), in the San Francisco Superior Court, under Proposition 65 and Business & Professions Code Section 17200 for alleged failure to warn as to certain health hazards in connection with certain products sold by FISHER (the "Lawsuit"); and

WHEREAS, FISHER denies the allegations of the Lawsuit; and

WHEREAS, the parties hereto mutually desire to resolve the matters relating to the Lawsuit and the matters described herein;

NOW, THEREFORE, in consideration of the covenants, representations and warranties contained herein, the parties agree as follows:

A. DEFINITIONS

1. The "Effective Date" of this Agreement shall be the date upon which FISHER, through its counsel of record in the Lawsuit, receives written notice of entry of the judgment by the court pursuant to section B5 below.

2. The "Products" as used herein shall mean and refer to all of the products sold under the catalogue numbers listed in the final version of the sign attached hereto as Exhibit 1 and any different quantities or container sizes of any such identical products

even if listed with different catalogue number suffixes.

3. "Existing Customers" as used herein shall mean and refer to persons or entities in the State of California who are included in FISHER's customer database as of the Effective Date hereof and who purchased any Products within the year prior to the Effective Date hereof. The customer database generally maintains customer data for at least one year after the last sale to such customer.

4. "Proposition 65" as used herein means and refers to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Sections 25249.5 et seq., and all rules and regulations promulgated pursuant thereto, including but not limited to California Code of Regulations Title 8, Section 5194, and Title 22.

5. "New Products" as used herein means and refers to products first introduced for sale by FISHER to customers in the State of California after the Effective Date hereof that are not included in the definition of "Products" set forth in section A2 above.

B. AGREEMENT

1. Signage

1.1 Content and Layout of Sign. Within thirty (30) days of the Effective Date hereof, FISHER shall finalize and print a sign substantially similar to the sign attached hereto as Exhibit 1 (the "Sign"). FISHER reserves the right to distribute a sign containing subsets of the Products listed in the attached Sign to customers who only purchase the listed subset of the Products, provided that the layout and presentation of

such signs is substantially similar to the sign attached hereto as Exhibit 1.

1.2 Distribution of Sign. FISHER shall distribute the Sign to its customers located in the State of California according to the following schedule and method of distribution:

(a) FISHER shall send the Sign to each Existing Customer within ninety (90) days of the Effective Date hereof;

(b) For customers who are not Existing Customers who purchase any of the Products after the Effective Date hereof, FISHER shall send the Sign prior to or contemporaneously with the first shipment of Products to each such customer after the thirty (30) day period set forth in section 1.1 has run; provided, however, that the Sign to be sent shall be the version then in effect (i.e., the Sign or any Sign Update as defined below in section 1.4).

1.3 Availability of Additional Signs. FISHER agrees to make available and distribute a reasonable quantity of additional Signs to any customer who requests additional signage in accordance with the letter attached hereto as Exhibit 2.

1.4 Sign Updates. (Updates pursuant to this section shall be referred to hereafter as "Sign Updates".)

(a) FISHER shall provide updates to the Sign annually starting May 1, 1997 to include: (i) products and New Products that contain a chemical listed pursuant to Proposition 65 after the Effective Date hereof; and (ii) New Products to the extent that such New Products contain a chemical listed pursuant to Proposition 65 on the

date that a draft of the Sign Update is submitted to AYS pursuant to section 1.4(c).

(b) The Sign Update shall be in the form attached hereto as Exhibit 3 for customers to affix to the Signs distributed pursuant to section 1.2 above. Alternatively, at FISHER's discretion, Sign Updates may be provided by creating a new sign in the form attached hereto as Exhibit 1, which sign shall include all Products and New Products that include chemicals listed under Proposition 65 as of the date such Sign Update is submitted to AYS pursuant to section 1.4(c). FISHER reserves the right to distribute sign updates containing subsets of the products listed in the Sign Update to customers who only purchase the listed subset of such products, provided that the layout and presentation of such sign updates is substantially similar to the Sign Update and/or Sign attached hereto as Exhibits 1 and 3, respectively.

(c) Drafts of Sign Updates shall be sent to AYS forty-five (45) days prior to finalizing the Sign Update. AYS shall advise FISHER in writing of any disagreements with the products or chemicals included in the proposed Sign Update within fourteen (14) days of receipt of same. In the event that the parties cannot agree on the products or chemicals to be included in the Sign Update, AYS and FISHER agree to submit the issue 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. The parties agree to expedite any such arbitration so that the Sign Update can be distributed in accordance with the provisions hereof; provided, however, that FISHER shall not be in breach of this Agreement if a pending arbitration delays

finalizing and/or distributing any Sign Update.

(d) FISHER shall send Sign Updates to all FISHER customers in the State of California to the extent listed in FISHER's customer database as of the date of distribution of the Sign Update and who received any Products or New Products in the preceding year. FISHER shall include a letter in the form attached hereto as Exhibit 4 with the Sign Updates.

1.5 Arbitration. In the event that AYS contends that a product sold by FISHER to customers in California has not been included in the Sign or Sign Update or that a Proposition 65-listed chemical included in products sold by FISHER to customers in California has not been included in the Sign or Sign Update, and as to which AYS contends that warnings are required pursuant to Proposition 65 and/or Business & Professions Code Sections 17200 et seq. or otherwise ("Omitted Product"), AYS shall notify FISHER in writing of such contention and provide FISHER with a reasonable opportunity to add such product and/or chemical to the next Sign Update. In the event that the parties cannot agree on the inclusion of any chemical or product, the parties agree to submit the issue 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. For purposes of determining whether the covenant not to sue in section 4.3(a) and (b) bars claims for restitution and penalties in connection with any Omitted Product, AYS may request that the arbitrator make a determination as to whether FISHER's failure to include an Omitted Product was the result of an inadvertent omission.

1.6 Substitution for Signs. In the event that FISHER concludes that an alternative means of notice to customers other than the Sign and/or Sign Updates would be appropriate, AYS agrees to meet-and-confer with FISHER and negotiate in good faith any proposed substitution for the Sign and/or Sign Updates. In the event that no resolution is reached, AYS and FISHER agree to submit the issue to binding arbitration, with an arbitrator acceptable to both parties; provided, however, that FISHER agrees not to request an arbitration any sooner than two years after the Effective Date hereof. FISHER shall pay the parties' reasonable attorneys' fees and costs associated with such an arbitration; provided, however, that the arbitrator may order AYS to pay its own attorneys' fees and costs in the event that the arbitrator determines that AYS' failure to agree to a proposed substitution was unreasonable.

1.7 Cover Letter For Sign. FISHER shall include the letter attached hereto as Exhibit 2 with its distribution of the Sign pursuant to section 1.2 above.

1.8 Future Deletions From Sign. In the event that any chemicals included in the Sign or any Sign Updates are removed from the Proposition 65 list in the future, FISHER shall be permitted to eliminate such chemicals and any Products and New Products containing such chemicals from future versions of the Sign and Sign Updates, provided that FISHER has complied with the provisions of section 1.4(c) above.

1.9 Labeling. In the event that FISHER changes its labels for any of the Products or New Products to include the Proposition 65 warning language (as set forth in sections 2.1-2.3), FISHER's obligations pursuant to this section B1 to provide Signs and

Sign Updates shall terminate with regard to any and all Products and New Products for which the labels are so changed.

2. MSDS. FISHER agrees that its Material Safety Data Sheets ("MSDS") for the Products will be revised to contain the following language, to the extent such language is not already included.

2.1 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."

2.2 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."

2.3 For products containing one or more chemicals listed by the State of California as known to cause cancer and one or more chemicals listed by the State of California as 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."

2.4 The foregoing warnings may also include the name of the chemical(s).

2.5 MSDSs including the foregoing language will be made available as soon as practicable after the Effective Date hereof and, in any event, by no later than sixty (60) days after the Effective Date hereof.

3. Payments.

3.1 FISHER agrees to pay \$6,000 to AYS within 5 days of the Effective Date hereof. Without admitting and expressly denying liability, FISHER understands that AYS shall treat this amount as payment made pursuant to Business & Professions Code Section 17203 and that it shall be forwarded by AYS to the Santa Clara Center for Occupational Safety and Health and the AYS Proposition 65 Enforcement Fund.

3.2 FISHER also agrees to commit \$45,000 toward the settlement according to the terms of this section, which sum is comprised of the \$5,000 payment pursuant to subsection (a) plus \$40,000 pursuant to and in accordance with the provisions of subsection (b). Without admitting and expressly denying liability, FISHER understands that AYS shall treat this amount as payment made pursuant to Health & Safety Code Section 25249.7(b):

(a) \$5,000 shall be due within 5 days of the Effective Date of this Agreement.

(b) \$22,500 shall be due on or before July 1, 1997; provided, however, that this \$22,500 payment shall be either (i) waived in its entirety upon written

confirmation that FISHER has expended a minimum of \$40,000 to develop and implement an in-house training program for its sales representatives that shall include a substantial module on training regarding chemical handling and safety; or (ii) in the event that FISHER develops and implements the aforementioned in-house training program but expends less than \$40,000 to do so, FISHER will be given a credit of 50 cents for every dollar spent on the training program against the obligation to pay \$22,500, provided the expenditure for the training program exceeds \$30,000. (In other words, if FISHER expends \$30,000 toward the training program, FISHER will pay \$7,500 to AYS pursuant to the provisions of this section). A general description of the type of training program that will be developed is attached hereto as Exhibit 5. FISHER's written confirmation, which shall be provided by June 30, 1997, shall include a description of the final form of the training program conducted by FISHER pursuant to the provisions of this subsection.

(c) Monies paid pursuant to this paragraph 3.2 shall be apportioned by AYS in accordance with Health & Safety Code Section 25192.

3.3 Within 5 days of the Effective Date of this Agreement, FISHER shall pay AYS the sum of \$31,000, which AYS shall apply as reimbursement for its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of the Lawsuit and/or this Agreement.

4. Releases.

4.1 AYS Release. AYS, individually, in its capacity under Health & Safety Code Section 25249.7 and Business & Professions Code Section 17203, and for

and on behalf of its successors, predecessors, parents, subsidiaries, affiliated companies, administrators, officers, directors, employees, shareholders, agents and representatives, hereby fully, completely and finally waives, releases and forever discharges FISHER, and its former and current assigns, administrators, agents, representatives, shareholders, employees, agents, officers, directors, attorneys, predecessors, parents, subsidiaries and affiliated companies (the "FISHER RELEASEES") from any and all claims, demands, suits, liabilities, debts and obligations of any kind or nature, known or unknown, with regard to: (a) claims for costs, attorney's fees and other expenses incurred in connection with the Lawsuit and any investigation relating thereto; and (b) alleged violations pursuant to Proposition 65 and/or the Business and Professions Code Sections 17200 et seq. regarding or relating in any way to alleged failures to warn concerning health hazards in connection with any of the Products; provided, however, that this release does not release or discharge any claim, debt or obligation expressly created by this Agreement.

4.2 Civil Code Section 1542. With regard to the matters released in section 4.1 hereof, and only with regard thereto, AYS expressly waives the benefits of Section 1542 of the California Code of Civil Procedure, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time he is executing the release, which if known to him, must have materially affected his settlement with the debtor.

AYS represents that it has read and understood the operation and legal effect of said Section 1542 and hereby intends through this release to fully and forever release those

claims as set forth in section 4.1 regardless of the discovery of any additional facts or information subsequent to the execution to this Agreement.

4.3 AYS Covenant Not To Sue.

(a) Subject to the limitation set forth in section 4.3(b), AYS, individually on its own behalf and for and on behalf of its successors, predecessors, parents, subsidiaries, affiliated companies, administrators, officers, directors, employees, shareholders, agents and representatives, waives all rights, and covenants not to institute action of any kind in the future, against the FISHER RELEASEES, their distributors or customers, for alleged violations pursuant to Proposition 65 or Business & Profession Code Sections 17200 et seq. regarding or relating in any way to alleged failures to warn concerning health hazards in connection with the Products, New Products and/or Proposition 65 chemicals included in any Sign or Sign Update or for which labels are changed pursuant to section 1.9 above. This covenant not to sue shall terminate with respect to any New Product or Proposition 65 chemical to the extent and on the date that FISHER ceases to be in compliance with the provisions of sections 1.4 and/or 1.9 of this Agreement as to any such New Product or chemical; provided, however, that the covenant not to sue shall remain in effect with regard to any Products, New Products or chemicals as to which FISHER is in compliance with sections 1.4 and/or 1.9.

(b) In the event that the arbitrator determines pursuant to section 1.5 that FISHER's failure to include an Omitted Product was not the result of an inadvertent omission, the covenant not to sue set forth in section 4.3(a) shall only bar a

claim for injunctive relief, which shall be governed exclusively by the procedures for injunctive relief set forth in section 1.5 above, and shall not bar a claim, if any, for restitution and penalties relating to such Omitted Product. The parties agree that AYS will thus seek injunctive relief for any Omitted Product in any Proposition 65 or Business & Professions Code Section 17200 et seq. case involving warnings for health hazards against FISHER in the future in accordance with the arbitration provisions of this Agreement.

4.4 FISHER Release. FISHER, individually and on behalf of its successors, predecessors, parents, subsidiaries, affiliated companies, administrators, officers, directors, employees, shareholders, agents and representatives, hereby fully, completely and finally waives, releases and forever discharges AYS, and its former and current assigns, administrators, agents, representatives, shareholders, employees, agents, officers, directors, attorneys, predecessors, parents, subsidiaries and affiliated companies from any and all claims, demands, suits, liabilities, debts and obligations of any kind or nature, known or unknown, with regard to claims for malicious prosecution, costs and attorney's fees arising out of the Lawsuit; provided, however, that this release does not release or discharge any claim, debt or obligation expressly created by this Agreement.

5. Stipulated Judgment. The parties shall file a stipulated judgment to be approved pursuant to Code of Civil Procedure Section 664.6 by the San Francisco Superior Court in accordance with the terms of this Agreement. This settlement is conditioned upon entry of said judgment by the court.

6. Change Of Law Provisions.

(a) Without admitting and expressly denying that Proposition 65 and/or Business and Professions Code Sections 17200 et seq. require FISHER to provide the warnings specified in sections B1 and B2 hereof, in the event that any new or revised law, rule, regulation or final and non-appealable decision of any legislative, judicial or executive body with jurisdiction becomes effective or is entered or any public enforcement agency takes any action subsequent to the Effective Date of this Agreement, which may render the Sign, Sign Updates and/or labels under section B1 of this Agreement unnecessary, FISHER, at its option, may cease distribution of the Sign, Sign Updates and/or labels required under section 1 of this Agreement; provided, however, that this provision shall not affect FISHER's obligation, if any, to provide any warnings that are otherwise required under other applicable laws, rules and regulations. FISHER shall provide AYS ninety (90) days prior written notice of its intent to so limit or eliminate the Sign, Sign Updates and/or labels under section 1 of this Agreement and shall provide AYS with a written explanation for the basis of its contention that the Sign, Sign Updates and/or labels are unnecessary.

(b) Within thirty (30) days of receipt of FISHER's written explanation, AYS, at its option, may provide FISHER with written notice of its desire to challenge FISHER's written explanation, and AYS and FISHER 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 FISHER 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 the arbitration of the dispute. If AYS does not challenge FISHER's written explanation or if the arbitrator makes a determination in favor of FISHER, FISHER shall no longer be required to provide the Sign, Sign Updates and/or labels described in section 1 of this Agreement for those Products and/or New Products at issue in the arbitration. In the event that FISHER terminates the Sign, Sign Update and/or label requirements in accordance with this section, AYS shall not be required to refund or return any amount paid pursuant to section 3 of this Agreement.

7. 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.

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

9. Notices. All correspondence to AYS shall be mailed to:

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

All correspondence to FISHER shall be mailed to:

Debra S. Belaga, Esq.
Jackson, Tufts, Cole & Black
650 California Street
San Francisco, CA 94108

10. No Admissions. Nothing in this Agreement, the Sign, Sign Updates, labels or the letters attached hereto as Exhibits 2 and 4 shall be construed as an admission by FISHER 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 FISHER of any fact, finding, conclusion, issue of law, or violation of law. Nothing in this Agreement, the Sign, Sign Updates, labels or the letters shall be construed to be an admission by FISHER or cited as evidence that the Agreement, the Sign, Sign Updates, labels and/or letter are necessary for compliance with Proposition 65 and/or the Business & Professions Code Sections 17200 et seq.

11. 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.

12. Counterparts. This Agreement may be signed in counterparts and each such signed copy shall be deemed an original.

13. Modifications. Modifications to this Agreement shall be in writing executed by duly authorized representatives of the parties hereto.

14. Arbitration. Where provisions of the Agreement require arbitration to resolve disputes, the parties shall share the cost of the arbitrator equally. The parties agree that any matter submitted to arbitration pursuant to this Agreement shall be submitted to an arbitrator with the American Arbitration Association in San Francisco, California.

AGREED TO:

AS YOU SOW

By: _____
Printed Name: _____
Date: _____

AGREED TO:

Fisher Scientific Company

By: Mark A. Varnone
Printed Name: Mark A. Varnone
Date: 4/22/16

APPROVED AS TO FORM:

Chanler & Somers

By: Eric S. Somers
Eric S. Somers
Attorneys for AS YOU SOW

APPROVED AS TO FORM:

Jackson Tufts Cole & Black, LLP

By: Debra S. Belaga
Debra S. Belaga
Attorneys for FISHER SCIENTIFIC
COMPANY

16617.001/109459.12

AGREED TO:

AS YOU SOW

By: 

Printed Name: LISA S. WIGGINS

Date: APRIL 22, 1996

AGREED TO:

Fisher Scientific Company

By: _____

Printed Name: _____

Date: _____

APPROVED AS TO FORM:

Chanler & Somers

By: 

Eric S. Somers

Attorneys for AS YOU SOW

APPROVED AS TO FORM:

Jackson Tufts Cole & Black, LLP

By: _____

Debra S. Belaga

Attorneys for FISHER SCIENTIFIC
COMPANY

16617/001/109469.12

EXHIBIT 1

SIGN

FISHER SELLS PRODUCTS THAT CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

THE FOLLOWING IS A LIST OF THE PROPOSITION 65 CHEMICALS CONTAINED IN PRODUCTS SOLD BY FISHER. THE NAMES OF MOST OF THE FISHER PRODUCTS THAT YOU WILL SEE ON THE LABELS INCLUDE A FORM OF THE CHEMICAL NAME LISTED BELOW IN RED. YOU CAN CHECK TO SEE IF THE PRODUCT YOU ARE USING CONTAINS A PROPOSITION 65 CHEMICAL BY CHECKING FOR THE CHEMICAL NAME BELOW. THE FISHER PRODUCTS ARE ALSO IDENTIFIED BELOW IN BLACK BY THEIR CATALOGUE NUMBERS. THIS IS ANOTHER WAY YOU CAN CROSS-REFERENCE THE PRODUCT YOU ARE USING TO SEE IF IT CONTAINS A PROPOSITION 65 CHEMICAL.

THESE PRODUCTS CONTAIN A CHEMICAL KNOWN
TO THE STATE OF CALIFORNIA TO CAUSE CANCER.

[illegible]

1,2-DICHLOROPOLYMER; AC11367
DIBENZYL ESTER; AC11368
DIBENYL SULFATE; AC11369, AC11370
1,4-DIBENZOXYBIPHENYLENE; AC11443
2,3-DIBENZOXYBIPHENYLENE; AC11478
2,5-DIBENZOXYBIPHENYLENE DIBIPHENYL CHLORIDE; AC11647
4,4'-DISUBSTITUTED BIPHENYLENE; AC11649
4,4'-DISUBSTITUTED; AC11704
1,2-DIMETHYLBENZYLAMINOBIPHENYLENE; AC10116
DIBENZYL SULFATE; AC11647
2,4-DINITROPHENYLENE; AC11647
DIBENZYL PHOSPHATE; AC11719
1,4-DIOXANE; AC11711, AC11719, AC11734, AC11736, AC11738, AC11739, AC11740, AC11741, AC11742, AC11743, AC11744, AC11745, AC11746, AC11747, AC11748, AC11749, AC11750, AC11751, AC11752, AC11753, AC11754, AC11755, AC11756, AC11757, AC11758, AC11759, AC11760, AC11761, AC11762, AC11763, AC11764, AC11765, AC11766, AC11767, AC11768, AC11769, AC11770, AC11771, AC11772, AC11773, AC11774, AC11775, AC11776, AC11777, AC11778, AC11779, AC11780, AC11781, AC11782, AC11783, AC11784, AC11785, AC11786, AC11787, AC11788, AC11789, AC11790, AC11791, AC11792, AC11793, AC11794, AC11795, AC11796, AC11797, AC11798, AC11799, AC11800, AC11801, AC11802, AC11803, AC11804, AC11805, AC11806, AC11807, AC11808, AC11809, AC11810, AC11811, AC11812, AC11813, AC11814, AC11815, AC11816, AC11817, AC11818, AC11819, AC11820, AC11821, AC11822, AC11823, AC11824, AC11825, AC11826, AC11827, AC11828, AC11829, AC11830, AC11831, AC11832, AC11833, AC11834, AC11835, AC11836, AC11837, AC11838, AC11839, AC11840, AC11841, AC11842, AC11843, AC11844, AC11845, AC11846, AC11847, AC11848, AC11849, AC11850, AC11851, AC11852, AC11853, AC11854, AC11855, AC11856, AC11857, AC11858, AC11859, AC11860, AC11861, AC11862, AC11863, AC11864, AC11865, AC11866, AC11867, AC11868, AC11869, AC11870, AC11871, AC11872, AC11873, AC11874, AC11875, AC11876, AC11877, AC11878, AC11879, AC11880, AC11881, AC11882, AC11883, AC11884, AC11885, AC11886, AC11887, AC11888, AC11889, AC11890, AC11891, AC11892, AC11893, AC11894, AC11895, AC11896, AC11897, AC11898, AC11899, AC11900, AC11901, AC11902, AC11903, AC11904, AC11905, AC11906, AC11907, AC11908, AC11909, AC11910, AC11911, AC11912, AC11913, AC11914, AC11915, AC11916, AC11917, AC11918, AC11919, AC11920, AC11921, AC11922, AC11923, AC11924, AC11925, AC11926, AC11927, AC11928, AC11929, AC11930, AC11931, AC11932, AC11933, AC11934, AC11935, AC11936, AC11937, AC11938, AC11939, AC11940, AC11941, AC11942, AC11943, AC11944, AC11945, AC11946, AC11947, AC11948, AC11949, AC11950, AC11951, AC11952, AC11953, AC11954, AC11955, AC11956, AC11957, AC11958, AC11959, AC11960, AC11961, AC11962, AC11963, AC11964, AC11965, AC11966, AC11967, AC11968, AC11969, AC11970, AC11971, AC11972, AC11973, AC11974, AC11975, AC11976, AC11977, AC11978, AC11979, AC11980, AC11981, AC11982, AC11983, AC11984, AC11985, AC11986, AC11987, AC11988, AC11989, AC11990, AC11991, AC11992, AC11993, AC11994, AC11995, AC11996, AC11997, AC11998, AC11999, AC12000, AC12001, AC12002, AC12003, AC12004, AC12005, AC12006, AC12007, AC12008, AC12009, AC12010, AC12011, AC12012, AC12013, AC12014, AC12015, AC12016, AC12017, AC12018, AC12019, AC12020, AC12021, AC12022, AC12023, AC12024, AC12025, AC12026, AC12027, AC12028, AC12029, AC12030, AC12031, AC12032, AC12033, AC12034, AC12035, AC12036, AC12037, AC12038, AC12039, AC12040, AC12041, AC12042, AC12043, AC12044, AC12045, AC12046, AC12047, AC12048, AC12049, AC12050, AC12051, AC12052, AC12053, AC12054, AC12055, AC12056, AC12057, AC12058, AC12059, AC12060, AC12061, AC12062, AC12063, AC12064, AC12065, AC12066, AC12067, AC12068, AC12069, AC12070, AC12071, AC12072, AC12073, AC12074, AC12075, AC12076, AC12077, AC12078, AC12079, AC12080, AC12081, AC12082, AC12083, AC12084, AC12085, AC12086, AC12087, AC12088, AC12089, AC12090, AC12091, AC12092, AC12093, AC12094, AC12095, AC12096, AC12097, AC12098, AC12099, AC12100, AC12101, AC12102, AC12103, AC12104, AC12105, AC12106, AC12107, AC12108, AC12109, AC12110, AC12111, AC12112, AC12113, AC12114, AC12115, AC12116, AC12117, AC12118, AC12119, AC12120, AC12121, AC12122, AC12123, AC12124, AC12125, AC12126, AC12127, AC12128, AC12129, AC12130, AC12131, AC12132, AC12133, AC12134, AC12135, AC12136, AC12137, AC12138, AC12139, AC12140, AC12141, AC12142, AC12143, AC12144, AC12145, AC12146, AC12147, AC12148, AC12149, AC12150, AC12151, AC12152, AC12153, AC12154, AC12155, AC12156, AC12157, AC12158, AC12159, AC12160, AC12161, AC12162, AC12163, AC12164, AC12165, AC12166, AC12167, AC12168, AC12169, AC12170, AC12171, AC12172, AC12173, AC12174, AC12175, AC12176, AC12177, AC12178, AC12179, AC12180, AC12181, AC12182, AC12183, AC12184, AC12185, AC12186, AC12187, AC12188, AC12189, AC12190, AC12191, AC12192, AC12193, AC12194, AC12195, AC12196, AC12197, AC12198, AC12199, AC12200, AC12201, AC12202, AC12203, AC12204, AC12205, AC12206, AC12207, AC12208, AC12209, AC12210, AC12211, AC12212, AC12213, AC12214, AC12215, AC12216, AC12217, AC12218, AC12219, AC12220, AC12221, AC12222, AC12223, AC12224, AC12225, AC12226, AC12227, AC12228, AC12229, AC12230, AC12231, AC12232, AC12233, AC12234, AC12235, AC12236, AC12237, AC12238, AC12239, AC12240, AC12241, AC12242, AC12243, AC12244, AC12245, AC12246, AC12247, AC12248, AC12249, AC12250, AC12251, AC12252, AC12253, AC12254, AC12255, AC12256, AC12257, AC12258, AC12259, AC12260, AC12261, AC12262, AC12263, AC12264, AC12265, AC12266, AC12267, AC12268, AC12269, AC12270, AC12271, AC12272, AC12273, AC12274, AC12275, AC12276, AC12277, AC12278, AC12279, AC12280, AC1

METHOXYETHANAMINE HYDROCHLORIDE, AC1529
 2-METHOXY-5-NITROANILINE, AC1730
 4-METHOXY-4'-NITROBENZENAMINE SULFATE HYDRATE, AC1740
 5-METHOXYNORSALICIN, AC2115
 4-METHYL-2-ETHYL-3-PHENYL-1-PROPANOLAMINE, AC2032
 AC1573
 4,4'-METHYLENEDIANILINE, AC1589, AC1427
 METHYL IODOIDE, AC12
 METHYL METHANESULFONATE, AC1589, AC1413
 METHYL YELLOW, AC1540
 METHYLURACINE, AC1709
 METRO NOLACTIDE, AC2354
 METOTRON G, AC2704
 NICKEL AND CERNIANIOL COMPOUNDS, AC1556
 AC2232, AC1454, AC1561, AC1555, AC1557, AC1552, AC2234, AC1554, AC1551, AC2007, AC2008, AC1562, AC1563, AC1564, AC1565, AC1566, AC1567, AC1568, AC1569, AC1570, AC1571, AC1572, AC1573, AC1574, AC1575, AC1576, AC1577, AC1578, AC1579, AC1580, AC1581, AC1582, AC1583, AC1584, AC1585, AC1586, AC1587, AC1588, AC1589, AC1590, AC1591, AC1592, AC1593, AC1594, AC1595, AC1596, AC1597, AC1598, AC1599, AC1600, AC1601, AC1602, AC1603, AC1604, AC1605, AC1606, AC1607, AC1608, AC1609, AC1610, AC1611, AC1612, AC1613, AC1614, AC1615, AC1616, AC1617, AC1618, AC1619, AC1620, AC1621, AC1622, AC1623, AC1624, AC1625, AC1626, AC1627, AC1628, AC1629, AC1630, AC1631, AC1632, AC1633, AC1634, AC1635, AC1636, AC1637, AC1638, AC1639, AC1640, AC1641, AC1642, AC1643, AC1644, AC1645, AC1646, AC1647, AC1648, AC1649, AC1650, AC1651, AC1652, AC1653, AC1654, AC1655, AC1656, AC1657, AC1658, AC1659, AC1660, AC1661, AC1662, AC1663, AC1664, AC1665, AC1666, AC1667, AC1668, AC1669, AC1670, AC1671, AC1672, AC1673, AC1674, AC1675, 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AC2176, AC2177, AC2178, AC2179, AC2180, AC2181, AC2182, AC2183, AC218

THESE PRODUCTS CONTAIN A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

ACETOXYACETIC ACID: AC2193
ACETYLACETIC ACID: AC2518, ST9081
ACETONITRILE: AC2594
L-4-HYDROXYMETHYL DIPHOSPHATE: AC2610
2-AMINO-4-AMINOPHENOL: AC2648
GABON DOLUITE: AC2671, AC2776, CH2 C164,
CH3, CH2, ST799, ST792, ST9085
CHENOXYACETIC ACID: AC2697
CHLOROBENZENE: AC2712
CYCLOHEXADIENE DIOXIDE: D02140, L2627, L2630,
AC1119
CYCLOPHOSPHAZINE MONOPHTHALATE: AC2956
DIAMOLAL: AC2912
DIETHYLENEBIS(2-AMINO-4-AMINOPHENOL)
1,4-DIAMINOBENZENE: AC2905
5-SULFOETHYLDIAMINE: AC1173
ETHYL ALCOHOL: D03476, H45, AC2672,
ETHANOL: ST795, ST9084, AC2671, AC2672,
1,3-BIS(4-AMINO-2-NITROPHENYL)-3,10-DIOL,
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RESERVED FOR ATTACHMENTS FOR FUTURE UPDATES

MENTHACRYLATE: AC1530
 NITROETHYLENE: AC1154
 NITROETHYLENE SULFONATE: AC1154A, S0010
 OXYTETRAACETYLENE: AC2770
 D,3-POLYLACTAMINE: AC2974
 PHENYLACETYLUREA: AC1036
 2,3,4,5-TETRAHYDRO-2H-PYRAN-2-CARBOXYLIC ACID: AC2924
 1,2-DI-2-ETHOXYACETIC ACID: AC1487
 1,2-DI-2-ETHOXYACETIC ACID: AC206
 ALL-TRANS-ETHOXYACETIC ACID: AC2075
 STEREOISOMERIC SULFATE: 09910
 TOLUENE: 0844, 0915, S1A, S240A
 2,3,4,5-TETRAHYDRO-2H-PYRAN-2-CARBOXYLIC ACID: AC1036
 2,3,4,5-TETRAHYDRO-2H-PYRAN-2-CARBOXYLIC ACID: S0010
 VINYLSTYRENE SULFATE: AC2055
 VINYLSTYRENE SULFATE: AC2054

EXHIBIT 2

FISHER LETTERHEAD

Dear Fisher Customer:

As customers located in California, you are no doubt aware of the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and the regulations that identify chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Proposition 65 states in part that:

"No person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual"

Other provisions of the statute and implementing regulations further define and recognize exceptions to the application of Proposition 65. If you have questions about the statute, you should consult your own lawyers. We are not purporting to give you advice about the meaning or requirements of the statute as it may apply to you.

Fisher sells many products that contain chemicals listed under Proposition 65. Fisher feels that it is important to remind our customers of the need to handle chemicals properly and carefully. Therefore, we are making the enclosed sign available to all of our customers in California. You should post the sign in a prominent location that users of the chemicals are likely to read. For example, it should be displayed prominently in any stockroom where the chemicals are stored. If chemicals are used in classrooms or laboratories, the sign should be posted prominently where students and laboratory personnel are likely to read and understand it as well. We hope that this sign will be useful to you in your own efforts to remind people of the need for safe handling of chemicals and the health risks of unsafe handling practices associated with chemicals known to cause cancer or birth defects.

If you store or use Fisher products at more than one location, please notify us at the address below and we will send you signs for each location. We will be updating the sign every year when there are new products or chemicals listed under Proposition 65. You should receive these updates if you purchase any products from Fisher in the intervening year. If you do not receive an annual update and will continue to use or store any Fisher products, please contact us at the address below.

If you would like further information about any of the products listed in the enclosed sign, please refer to the MSDS or contact us at the above toll-free telephone number.

EXHIBIT 3

UPDATE
PROPOSITION 65 CHEMICAL LISTING

FISHER SELLS PRODUCTS THAT CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

THE FOLLOWING IS A LIST OF THE PROPOSITION 65 CHEMICALS CONTAINED IN PRODUCTS SOLD BY FISHER. THE NAMES OF MOST OF THE FISHER PRODUCTS THAT YOU WILL SEE ON THE LABELS INCLUDE A FORM OF THE CHEMICAL NAME LISTED BELOW IN RED. YOU CAN CHECK TO SEE IF THE PRODUCT YOU ARE USING CONTAINS A PROPOSITION 65 CHEMICAL BY CHECKING FOR THE CHEMICAL NAME BELOW. THE FISHER PRODUCTS ARE ALSO IDENTIFIED BELOW IN BLACK BY THEIR CATALOGUE NUMBERS. THIS IS ANOTHER WAY YOU CAN CROSS-REFERENCE THE PRODUCT YOU ARE USING TO SEE IF IT CONTAINS A PROPOSITION 65 CHEMICAL.

WARNING:
THESE PRODUCTS CONTAIN A
CHEMICAL KNOWN TO THE STATE OF
CALIFORNIA TO CAUSE CANCER

WARNING:
THESE PRODUCTS CONTAIN A
CHEMICAL KNOWN TO THE STATE OF
CALIFORNIA TO CAUSE BIRTH DEFECTS
OR OTHER REPRODUCTIVE HARM

Safe Drinking Water and Enforcement Act of 1986.

*For further information, refer to the MSDS
or call the Fisher Customer Service Department
at 1-800-766-7000.*

*For information about updates to this list, request
Literature Number : 1234*

EXHIBIT 4

FISHER LETTERHEAD

Dear Customer:

In 1996, Fisher sent you a sign to post in your stockroom, classroom, laboratory and other places where users of our chemicals would be likely to read it. The sign identified the products that we sell that contain chemicals listed under Proposition 65. Proposition 65 states in part that:

"No person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual"

Other provisions of the statute and implementing regulations further define and recognize exceptions to the application of Proposition 65. If you have questions about the statute, you should consult your own lawyers. We are not purporting to give you advice about the meaning or requirements of the statute as it may apply to you.

Enclosed is an update to the sign with additional products or chemicals that are listed under Proposition 65. It is important that you post the enclosed update with the sign. If you need additional updates or signs, please let us know at the above address or contact us at the above toll-free telephone number.

EXHIBIT 5

**DRAFT
Agenda**

Fisher University - Regulatory Affairs Training

6/1/96
Fisher University

Type of meeting:

Attendees

Product Safety, Environmental Management and Regulatory Affairs Training

Sales Representatives, Sales Managers, Customer Service Representatives, Customer Service Managers, Operations Managers, Operations Supervisors

Agenda topics

1 Hour

Regulatory Affairs Overview

Department function, Regulations and agencies that affect our business, and Corporate Programs designed to facilitate compliance.

1 Hour

OSHA - Workplace Safety & Health

Focus on The Occupational Safety & Health Administration Rules and Regulations that affect our workforce and the customers that we serve

1 Hour

Corporate Environmental Management - An overview of laws and regulations that apply to our business.

Focus on Corporate Environmental Commitment and Management. Highlight successful environmental initiatives

2 Hours

How to obtain safety information on Fisher/CMS products (Material Safety Data Sheets, Safe Storage Chart, Understanding Chemical Labels, Proposition 65 and Related safety information)

1 Hour

Applying Basic Chemistry to Hazardous Materials

The properties and effects of hazardous material handling during sales demonstrations and how our customers use hazardous materials

1 Hour

Product Regulatory Issues (DEA - Drug Enforcement Agency, FDA - Food & Drug Administration) and how they regulate our business

Chemical products are regulated by DEA and FDA in many ways. This will provide an overview of the regulatory programs covering chemical product.

1 Hour

ISO 9000, ISO 14000 and quality programs

1 Hour

Department of Transportation and the safe shipment of chemical products.

focus on proper marking, labeling and packaging of hazardous materials for shipment

1 Hour

Tools you can use to comply with regulations, and provide customers with access to information available from our company.

1 Hour

"Selling Fisher Safely" - Safe Practices Focus on Chemical safety and Hazard