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6 FUSION INCORPORATED

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**
10

11 MICHAEL DIPIRRO,

12 Plaintiffs,

13 v.

14 FUSION INCORPORATED; and DOES 1
15 through 1000,

16 Defendants.

No. H218320-8

[PROPOSED] CONSENT JUDGMENT

17
18 **1. Introduction**

19 1.1 Michael DiPirro is an individual residing in San Francisco, California, who seeks
20 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
21 eliminating hazardous substances contained in consumer and industrial products.

22 1.2 FUSION INCORPORATED (“FUSION”) is a company that currently
23 manufactures and sells solder and brazing pastes. FUSION asserts that its products are intended
24 for occupational use only. FUSION manufactures these products in Ohio. Some of these solder
25 and brazing pastes are alleged to contain lead (or lead compounds) and/or nickel and certain
26 nickel compounds. Lead, lead compounds, nickel, and certain nickel compounds (hereinafter
27 the “Listed Chemicals”) are identified as substances listed in the regulations promulgated under
28 the California Safe Drinking Water and Toxic Enforcement Act, California Health & Safety

1 Code sections 25249.5, *et seq.* (“Proposition 65”) as chemicals known to the State of California
2 to cause cancer and/or reproductive harm. The products that are covered by this Consent
3 Judgment are identified in Exhibit A (the “Products”).

4 1.3 On November 24, 2000, Michael DiPirro first served FUSION and other public
5 enforcement agencies with a document entitled “60-Day Notice of Violation” which provided
6 FUSION and such public enforcers with notice that FUSION was allegedly in violation of
7 Proposition 65 for failing to warn purchasers that certain products it sells in California expose
8 users to Proposition 65-listed chemicals.

9 1.4 On February 22, 2001, Michael DiPirro brought an action in the public interest
10 entitled *Michael DiPirro v. Fusion Incorporated* in the Alameda County Superior Court, Case
11 No. H218320-8, naming FUSION as a defendant and alleging violations of Business &
12 Professions Code § 17200, *et seq.*, and Health & Safety Code § 25249.6 on behalf of individuals
13 in California who allegedly have been exposed to chemicals listed pursuant to Proposition 65
14 contained in certain Products (the “Action”).

15 1.5 On April 23, 2001, Michael DiPirro served FUSION and other public
16 enforcement agencies with a document entitled “60-Day Notice of Violation” which provided
17 FUSION and such public enforcers with notice that FUSION was allegedly in violation of
18 Proposition 65 for failing to warn purchasers that certain products it sells in California expose
19 users to Proposition 65-listed chemicals. This Notice and the November 24, 2000 Notice are
20 collectively referred to herein as the “Notices.”

21 1.6 Neither the Attorney General, nor any of the other designated public prosecutors,
22 has commenced any action in response to the Notices. For purposes of this Consent Judgment,
23 Plaintiff acts in the interests of the general public as to those matters alleged in the Notices and
24 in the Action.

25 1.7 For purposes of this Consent Judgment only, the parties stipulate that this Court
26 has jurisdiction over the allegations of violations contained in the Complaint filed in the Action
27 and in the Notices, that the Court has personal jurisdiction over settling Defendant FUSION as
28 to the acts alleged in the Complaint filed in the Action and in the Notices, that venue is proper in

1 the county of Alameda and that this Court has jurisdiction to enter this Consent Judgment as a
2 full settlement and resolution of the allegations contained in the Complaint filed in the Action
3 and in the Notices and of all claims which were or could have been raised by any person or
4 entity based on whole or in part, directly or indirectly, on the facts alleged in the Notices, in the
5 Complaint filed in the Action, or arising therefrom or related thereto.

6 1.8 This Consent Judgment resolves claims that are denied and disputed. The parties
7 enter into this Consent Judgment to settle disputed claims between them, to avoid prolonged
8 litigation and to provide a prompt remedy for the matters alleged in the Notices and in the
9 Complaint filed in the Action. The parties intend this settlement to be full and final adjudication
10 of all claims that were or could have been brought against FUSION, its customers, directors,
11 officers, employees, parent companies, sister companies, subsidiaries, and any person who may
12 use, maintain or sell the Products, and the successors and assigns of any of them, whether or not
13 they were named in the Action, with respect to the claims that were the subject of the Notices
14 and the Action.

15 1.9 FUSION asserts that it is an out-of-state manufacturer of workplace products.
16 Fusion asserts that it does not sell these products directly to California consumers. Fusion
17 further asserts that it does not intend these products to be sold to California consumers.
18 Accordingly, Fusion asserts that the occupational exposure warning requirements of
19 Proposition 65 cannot be enforced against FUSION, pursuant to the 1997 decision of the federal
20 Occupational Safety & Health Administration, which conditionally approved the occupational
21 exposure warning provisions of Proposition 65 in the California Hazard Communication
22 Standard.

23 1.10 DiPirro asserts that Fusion's Products are available for sale to ordinary consumer
24 individuals in California, and that California consumer individuals have purchased Fusion's
25 Products recently via internet retailers. DiPirro further asserts that he has possession of
26 supporting evidence of such sales.

27 1.11 Nothing in this Consent Judgment shall be construed as an admission by
28 FUSION of any fact, finding, issue of law, or violation of law, nor shall compliance with this

1 Consent Judgment constitute or be construed as an admission by FUSION of any fact, finding,
2 conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or
3 otherwise affect the obligations, responsibilities, and duties of FUSION under this Consent
4 Judgment.

5 **2. Entry of Consent Judgment.**

6 2.1 The parties hereby request that the Court promptly enter this Consent Judgment.
7 Upon entry of the Consent Judgment, the parties waive their respective rights to a hearing or
8 trial on the allegations of the Complaint.

9 **3. Court Approval.**

10 3.1 If this Consent Judgment is not approved by the Court, it shall be of no force or
11 effect, and cannot be used any proceeding for any purpose.

12 **4. Injunctive Relief -- Proposition 65 Warnings.**

13 FUSION shall:

14 4.1 Provide its direct customers with warning information letters, in the form
15 attached hereto as Exhibit B. FUSION shall provide such warning letters annually to its direct
16 customers beginning sixty (60) calendar days from entry by the Alameda County Superior Court
17 of this Consent Judgment.

18 4.2 If a customer informs FUSION that it offers the Products for sale to consumers in
19 California, Fusion shall provide such customer with an appropriate amount of 1.5 inch by 1.5
20 inch stickers to be applied by such customer to the packaging of the Products. Fusion shall
21 provide such stickers within five (5) business days of receiving information from a customer
22 that the customer sells, or intends to sell, Products to California consumers. These stickers shall
23 bear the following warning statement:

24 (a) For Products containing lead and/or lead compounds:

25 "WARNING: This product contains a chemical known to the State
26 of California to cause cancer and birth defects or
27 other reproductive harm."
28

1 (b) For Products containing nickel and/or nickel compounds:

2 "WARNING: This product contains a chemical known to the State
3 of California to cause cancer."
4

5 4.4 Nothing in this Consent Judgment shall be interpreted to impose occupational
6 exposure warning obligations are different from, or contrary to, the 1997 federal Occupational
7 Health & Safety Administration ruling that conditionally incorporated the Proposition 65
8 occupational exposure warning requirement into the California Hazard Communication
9 Standard.

10 5. **Payment Pursuant To Health & Safety Code § 25249.7(b).**

11 5.1 Pursuant to Health & Safety Code § 25249.7(b), FUSION shall pay a civil
12 penalty of \$1,200. The payment of \$1,200 shall be paid within five (5) calendar days after
13 October 8, 2001 (hereinafter the "Effective Date"). The penalty payment is to be made payable
14 to "Chanler Law Group In Trust For Michael DiPirro" and shall be held in trust until the
15 Alameda County Superior Court approves and enters the Consent Judgment. If the Alameda
16 County Superior Court refuses to enter the Consent Judgment, then FUSION shall be
17 reimbursed this amount, with interest thereon at a rate of six percent (6%) per annum, within ten
18 (10) calendar days of Plaintiff's receipt of notice of such court decision. Penalty monies shall be
19 apportioned by DiPirro in accordance with Health & Safety Code § 25192, with 75% of these
20 funds remitted to the State of California's Department of Toxic Substances Control.

21 5.2 FUSION understands that the payment schedule as stated in this Consent
22 Judgment is a material factor upon which DiPirro has relied in entering into this Consent
23 Judgment. FUSION agrees that all payments will be made in a timely manner in accordance
24 with the payment due dates. FUSION will be given a five (5) calendar day grace period from
25 the date payment is due. FUSION agrees to pay Michael DiPirro and his attorneys a \$250 per
26 calendar day fee for each day payment is received after the grace period ends. For purposes of
27 this paragraph, each new day (requiring a additional \$250 payment) will begin at 5 p.m. PST.
28

1 **6. Reimbursement Of Fees And Costs.**

2 6.1 The parties acknowledge that DiPirro offered to resolve the dispute without
3 reaching terms on the amount of fees and costs to be reimbursed, thereby leaving this open issue
4 to be resolved after the material terms of the Consent Judgment had been reached, and the
5 matter settled. FUSION then expressed a desire to resolve the fee and cost issue concurrently
6 with other settlement terms, so the parties tried to and did reach an accord on the compensation
7 due to DiPirro and his counsel under the private attorney general doctrine codified at C.C.P.
8 § 1021.5.

9 6.2 FUSION shall reimburse DiPirro and his attorneys for his fees and costs,
10 incurred as a result of investigating, bringing this matter to FUSION's attention, litigating and
11 negotiating a settlement in the public interest. FUSION shall pay the total sum of \$3,800 for
12 investigation fees, attorneys' fees and litigation costs. FUSION agrees to pay \$3,800 within five
13 (5) calendar days after the Effective Date. Payment should be made payable to the "Chanler
14 Law Group" and shall be held in trust until the Alameda County Superior Court approves and
15 enters the Consent Judgment. If the Alameda County Superior Court refuses to enter the
16 Consent Judgment, then FUSION shall be reimbursed this amount, with interest thereon at a rate
17 of six percent (6%) per annum, within ten (10) calendar days of Plaintiff's receipt of notice of
18 such court decision.

19 6.3 FUSION understands that the payment schedule as stated in this Consent
20 Judgment is a material factor upon which DiPirro has relied in entering into this Consent
21 Judgment. FUSION agrees that all payments will be made in a timely manner in accordance
22 with the payment due dates. FUSION will be given a five (5) calendar day grace period from
23 the date payment is due. FUSION agrees to pay Michael DiPirro and his attorneys a \$250 per
24 calendar day fee for each day payment is received after the grace period ends. For purposes of
25 this paragraph, each new day (requiring a additional \$250 payment) will begin at 5 p.m. PST.

26 6.4 **Additional Contingent Fees and Costs.** In the event that the California Attorney
27 General's Office, pursuant to 11 CRC 3000, *et seq.*, serves objections to this Consent Judgment
28 on either of the parties, such that it requires plaintiff to incur additional legal fees or costs

1 relating to this Consent Judgment, FUSION shall reimburse DiPirro for reasonable fees and
2 costs incurred by DiPirro and his counsel in excess of \$1,500, but not to exceed a total of \$3,000
3 above the initial \$1,500, from the date of receipt of the Attorney General's objections. Such
4 additional legal fees or costs relating to this Consent Judgment include, but are not limited to:
5 further editing and finalizing of the Consent Judgment; corresponding with opposing counsel;
6 retention of experts; presenting of the Consent Judgment (or any modifications thereof) to the
7 Attorney General for further comment; and any briefing and/or appearance before the Court
8 related to the approval of this Consent Judgment.

9 If the California Attorney General does serve objections to this Consent Judgment on
10 Plaintiff, Plaintiff shall so advise FUSION immediately, and shall provide FUSION with copies
11 of any related correspondence or other writings received from the Attorney General. Plaintiff
12 shall not in any way prevent FUSION from communicating or providing information to the
13 Attorney General, if FUSION so desires.

14 Plaintiff agrees to document all fees and costs incurred from the date of receipt of the
15 Attorney General's objections through the date of court approval of the Consent Judgment.
16 Prior to receiving such documentation, FUSION agrees to enter into a letter agreement in which
17 the parties agree that, by transmitting such information, no privilege will be waived by DiPirro
18 or his counsel.

19 Such additional reimbursement of legal fees and costs shall be due within ten (10)
20 calendar days after receipt by FUSION of both notice of Court approval of the Consent
21 Judgment and final billing statement from plaintiff. FUSION has the right to object to such
22 reimbursement. If FUSION does object, it shall so notify Plaintiff's counsel in writing within
23 five (5) calendar days of its receipt of both notice of Court approval and Plaintiff's billing
24 statement. The parties shall meet and confer in good faith to resolve the dispute. If the dispute
25 is not resolved within ten (10) calendar days, either party may submit the dispute to the Court,
26 pursuant to the Court's continuing jurisdiction to implement the terms of this Consent Judgment
27 and pursuant to California Code of Civil Procedure § 1021.5. The parties also may agree to
28

1 resolve the dispute through mediation, arbitration, or other neutral third party dispute resolution
2 proceeding.

3 **7. Claims Covered.**

4 7.1 This Consent Judgment is a final and binding resolution between and among the
5 Plaintiff and its agents and attorneys, acting in the interests of the general public, on the one
6 hand, and FUSION, its customers, directors, officers, employees, parent companies, sister
7 companies, subsidiaries, or any other person who may use, maintain or sell the Products, and the
8 successors and assigns of any of them, on the other hand, of any and all Claims, as that term is
9 defined in herein. "Claims" shall mean all manner of action or actions, cause or causes of
10 action, in law or in equity, administrative actions, petitions, suits, debts, liens contracts,
11 agreements, promises, liabilities, claims, demands, known or unknown, fixed or contingent, that
12 have existed or now exist, all to the extent based upon or arising out of compliance by FUSION
13 with Proposition 65, its implementing regulations, and Business & Professions Code section
14 17200, *et seq.*, based on Fusion's alleged failure to warn about exposure to the Listed Chemicals
15 contained in any of the Products sold, distributed, marketed or used by FUSION.

16 7.2 Compliance with the terms of this Consent Judgment resolves any issue, now and
17 in the past, concerning compliance by FUSION, its customers, directors, officers, employees,
18 parent companies, sister companies, subsidiaries, or any other person who may use, maintain or
19 sell the Products, and the successors and assigns of any of them, with the requirements of
20 Proposition 65, its implementing regulations, and Business & Professions Code section 17200,
21 *et seq.*, with respect to Products that were sold, distributed or marketed by FUSION.

22 **8. Mutual Releases of Claims**

23 8.1 **Michael DiPirro's Release of FUSION.** Michael DiPirro, by this Consent
24 Judgment, on behalf of himself, his agents, representatives, attorneys, assigns, and in the interest
25 of the general public, waives all rights to institute or participate in, directly or indirectly, any
26 form of legal action, and releases all claims, liabilities, obligations, losses, costs, expenses,
27 penalties, fines and damages, against FUSION and its customers, directors, officers, employees,
28 parent companies, sister companies, subsidiaries, or any other person who may use, maintain or

1 sell the Products, and the successors and assigns of any of them, whether under Proposition 65
2 or the Business & Profession Code § 17200, *et seq.*, based upon FUSION's failure to warn
3 about exposure to the Listed Chemicals contained in any of the Products.

4 **8.2 FUSION's Release of Michael DiPirro.** FUSION, by this Consent Judgment,
5 releases and waives all rights to institute any form of legal action against Michael DiPirro and
6 his attorneys or representatives, for all actions or statements made by Michael DiPirro, and his
7 attorneys or representatives, in the course of seeking enforcement of Proposition 65 or Business
8 & Profession Code § 17200, *et seq.*, against Fusion in this Action.

9 **9. Retention of Jurisdiction.**

10 This Court shall retain jurisdiction of this matter to implement the Consent Judgment.

11 **10. No Waiver of Right to Seek Modification from the Court.**

12 10.1 Nothing in this Consent Judgment is intended to limit or waive any of the parties'
13 rights to seek modifications hereto from the Court, and any modification to this Consent
14 Judgment are effective only upon entry of a modified Consent Judgment by the Court.

15 **11. Severability.**

16 11.1 In the event that any of the provisions of this Consent Judgment are held by a
17 court to be unenforceable, the validity of the enforceable provisions shall not be adversely
18 affected.

19 **12. Attorneys' Fees.**

20 12.1 In the event that a dispute arises with respect to any provision(s) of the Consent
21 Judgment, and such disputes are resolved by the Court or through mediation, arbitration or other
22 alternative dispute resolution proceeding, the prevailing party in such action or proceeding shall
23 be entitled to recover costs and reasonable attorneys' fees.

24 **13. Entire Agreement.**

25 13.1 This Consent Judgment contains the sole and entire agreement and understanding
26 of the parties with respect to the entire subject matter hereof, and any and all prior discussions,
27 negotiations, commitments and understandings related hereto. No representations, oral or
28 otherwise, express or implied, other than those contained herein have been made by any party

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
2 deemed to exist or bind any of the parties.

3 **14. Governing Law.**

4 14.1 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

6 **15. Notices.**

7 15.1 All correspondence to Michael DiPirro shall be mailed to:

8 David R. Bush or Jennifer Henry
9 Bush & Henry
10 4400 Keller Ave., Suite 200
11 Oakland, CA 94605-4229
12 (510) 577-0747

13 15.2 All correspondence to FUSION shall be mailed to:

14 Pat Peroni
15 Fusion Incorporated
16 4658 East 35th Street
17 Willoughby, Ohio 44094

18 with copy to

19 Ann G. Grimaldi, Esq.
20 McKenna & Cuneo, L.L.P.
21 One Market Plaza, Steuart Tower
22 San Francisco, CA 94105
23 Tel.: 415-267-4000
24 Fax: 415-267-4198

25 **16. Compliance With Reporting Requirements.**

26 16.1 The parties acknowledge that the reporting provisions of Health & Safety Code
27 § 25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall comply with that
28 section by submitting the required reporting form to, and serving a copy of this Consent
Judgment on, the California Attorney General's Office within two business days after the parties
execute this Consent Judgment. Following the expiration of the Attorney General's thirty-day
review period, counsel for DiPirro shall submit the Consent Judgment to the Court in
accordance with the requirements of Health & Safety Code § 25249.7(f) and its implementing

1 regulations, thereby allowing the Attorney General to serve any comments to this Consent
2 Judgment prior to the end of the thirty (30) day period.

3 **17. Counterparts and Facsimile.**

4 17.1 This Consent Judgment may be executed in counterparts and facsimile, each of
5 which shall be deemed an original, and all of which, when taken together, shall constitute one
6 and the same document.

7 **18. Authorization.**

8 18.1 The undersigned are authorized to execute this Consent Judgment on behalf of
9 their respective parties and have read, understood and agree to all of the terms and conditions of
10 this Consent Judgment.

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1 19. Severability

2 19.1 In the event that any of the provisions of this Agreement are held by a court to be
3 unenforceable, the validity of the enforceable provisions shall not be adversely affected.

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5 **AGREED TO:**

AGREED TO:

6 **DATE:** 10/3/01

DATE: _____

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9 **Michael DiPirro**
PLAINTIFF

FUSION INCORPORATED
DEFENDANT

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11 **AGREED AS TO FORM:**

AGREED AS TO FORM:

12 **BUSH & HENRY**

MCKENNA & CUNEO

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14
15 **David Bush**
16 **Attorneys for Plaintiff Michael DiPirro**

Ann G. Grimaldi
Attorneys for Defendant FUSION
INCORPORATED

17 **DATE:** _____

DATE: _____

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20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

21 **Date:**

22 _____
23 **The Honorable Bonnie Sabraw**
24 **Judge of the Superior Court**

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19. Severability

19.1 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.

AGREED TO:

AGREED TO:

DATE: _____

DATE: 10/9/01

Michael DiPirro
PLAINTIFF

Keat Williams

FUSION INCORPORATED
DEFENDANT

AGREED AS TO FORM:

AGREED AS TO FORM:

BUSH & HENRY

MCKENNA & CUNEO

David Bush
Attorneys for Plaintiff Michael DiPirro

Ann G. Grimaldi
Attorneys for Defendant FUSION
INCORPORATED

DATE: _____

DATE: _____

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date:

The Honorable Bonnie Sabraw
Judge of the Superior Court

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19. Severability

19.1 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.

AGREED TO:

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DATE: _____

Michael DiPirro
PLAINTIFF


FUSION INCORPORATED
DEFENDANT

AGREED AS TO FORM:

AGREED AS TO FORM:

BUSH & HENRY

MCKENNA & CUNEO



David Bush
Attorneys for Plaintiff Michael DiPirro

Ann G. Grimaldi
Attorneys for Defendant FUSION
INCORPORATED

DATE: 10/10/01

DATE: _____

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date:

The Honorable Bonnie Sabraw
Judge of the Superior Court

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19. Severability

19.1 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.

AGREED TO:

AGREED TO:

DATE: _____

DATE: _____

Michael DiPirro
PLAINTIFF

FUSION INCORPORATED
DEFENDANT

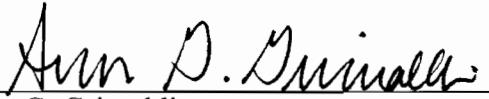
AGREED AS TO FORM:

AGREED AS TO FORM:

BUSH & HENRY

MCKENNA & CUNEO

David Bush
Attorneys for Plaintiff Michael DiPirro



Ann G. Grimaldi
Attorneys for Defendant FUSION
INCORPORATED

DATE: _____

DATE: 10/4/07

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date:

The Honorable Bonnie Sabraw
Judge of the Superior Court

Exhibit A

EXHIBIT A

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Soldering and brazing pastes containing lead and/or lead compounds

Soldering and brazing pastes containing nickel and/or nickel compounds

Exhibit B

1 **EXHIBIT B**

2 Dear Customer:

3 The California Safe Drinking Water and Toxic Enforcement Act, commonly known as
4 "Proposition 65," requires that individuals receive "clear and reasonable" warnings of exposures
5 to certain chemicals known by the State of California to cause cancer and/or reproductive harm.

6 Fusion Incorporated sells solder and brazing pastes, including lead-containing and/or
7 nickel-containing solder and brazing pastes, for use in the workplace. Lead (or lead
8 compounds) and nickel and certain nickel compounds are listed under Proposition 65 as
9 chemicals known to the State of California to cause cancer and/or birth defects or other
10 reproductive harm. Although Fusion's products intended for use in the workplace are not
11 required to bear Proposition 65 warnings, they must bear such warnings if they are sold
12 California consumers.

13 The texts of the Proposition 65 warnings are found below:

14 **For chemicals listed under Proposition 65 as carcinogens (such as nickel and
15 nickel compounds)**

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

18 **For chemicals listed under Proposition 65 as reproductive toxins:**

19 **WARNING: This product contains a chemical known to the
20 State of California to cause birth defects or
21 other reproductive harm.**

22 **For chemicals listed under Proposition 65 as carcinogens and reproductive toxins (such as
23 lead and lead compounds):**

24 **WARNING: This product contains a chemical known to the
25 State of California to cause cancer and birth
26 defects or other reproductive harm.**

27 Fusion does not intend, or recommend, that *any* of its solder and brazing paste products,
28 including its lead-containing and/or nickel-containing solder and brazing paste products, be sold
to consumers. If you sell, or intend to sell, such products to consumers, you must contact your
Fusion District Sales Manager immediately. We further advise you that, if you sell or intend to
sell such products to consumers in California, you are responsible for transmitting the warnings
required by Proposition 65. ***Failure to do so may subject you to liability under Proposition 65
and other laws.*** If you inform us that you sell, or intend to sell, any Fusion product to
consumers in California, we will provide you with appropriate warning stickers, which you must
apply to the products prior to sale to any such consumers.

1 If you have any questions about this letter, please contact Fusion. If you have any
2 questions about the Proposition 65 warning requirement, please contact an attorney and/or an
3 expert consultant. You may access the most recent Proposition 65 list of chemicals at
4 www.oehha.ca.gov.
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