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FILED
San Francisco County Superior Court

AUG 5 1996

ALAN CARLSON, Clerk
SUPERIOR COURT

BY: *[Signature]*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

10 AS YOU SOW, a non-profit)
11 corporation,)
12 Plaintiff)
13 v.)
14 HUNTINGTON LABORATORIES, INC.)
15 and DOES 1 through 1000,)
16 Defendants.)

Case No. 973920

STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION

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IT IS HEREBY STIPULATED, by and between plaintiff As
You Sow and defendant Huntington Laboratories, 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: July 26, 1996 by: Pia Angel
Pia A. Angelikis
Attorneys for Plaintiff
As You Sow

Dated: July 25, 1996 by: Daniel E. Wax
Daniel E. Wax
Attorneys for Defendant
Huntington Laboratories, Inc.

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

Dated: August 2, 1996
~~July~~ 2, 1996 LA Laurence D. Kay
Judge of the Superior Court

PRESIDING JUDGE
LAURENCE D. KAY

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between As You Sow, a California nonprofit corporation ("AYS") and Huntington Laboratories, Inc. ("HUNTINGTON"), an Indiana corporation, as of June 28, 1996 (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;

Huntington manufactures and/or distributes various products in the State of California that contain chemicals listed pursuant to Proposition 65;

A list of the products that contain Proposition 65-listed chemicals and which are covered by this Agreement is provided in Exhibit A (the "Products");

On December 9, 1994, AYS first served HUNTINGTON and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided HUNTINGTON and such public enforcers with notice that HUNTINGTON 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;

On November 13, 1995, AYS filed a complaint entitled As You Sow v. Huntington Laboratories, Inc., et al. (No. 973920) in the San Francisco Superior Court, naming HUNTINGTON 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 HUNTINGTON products; and

Nothing in this Agreement shall be construed as an admission by HUNTINGTON 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 HUNTINGTON of any fact, finding, conclusion, issue of law, or violation of law. However, this Section shall not diminish or otherwise affect the obligation, responsibilities, and duties of HUNTINGTON under this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Product Warning Placards. As a result of AYS' lawsuit, HUNTINGTON initiated revisions to its prior warning placards for the Products. HUNTINGTON asserts that it used its best efforts to ensure that all warning placards for the Products were revised as quickly as possible and that as of April 16, 1996, it has not shipped (or cause to be shipped), and agrees not to 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 provides the appropriate warning statement on its warning placard 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 warning placard attached hereto as Exhibit B satisfies this requirement.

2. MSDS Revisions. HUNTINGTON agrees to revise the "Health Hazard Data" section 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 ¶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 April 16, 1996. An example of an acceptable MSDS is attached hereto as Exhibit D.

3. **Restitution.** HUNTINGTON agrees to pay \$2,500 to AYS upon execution of this Agreement as restitution. This payment, which is made pursuant to Business & Professions Code §17203, shall be forwarded by AYS to AYS' Proposition 65 Investigation Fund and Baykeeper. AYS' Proposition 65 Investigation Fund shall utilize its portion of the funds to continue its ongoing research into workplace exposures to Proposition 65-listed chemicals. Baykeeper, dedicated to protection, preservation and enhancement of San Francisco Bay/Delta ecosystems, utilizes volunteers to patrol the bay and shoreline to detect violations of environmental law (toxic dumping, improper discharges, etc.).

4. **Penalty.** Pursuant to Health & Safety Code §25249.7(b), HUNTINGTON shall pay a civil penalty of \$2,500 upon approval of this Agreement by the Court pursuant to Paragraph 9. Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192.

5. **Reimbursement of Fees and Costs.** HUNTINGTON agrees to reimburse AYS 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 Huntington's attention, litigating and negotiating a settlement in the public interest. On the Effective Date, HUNTINGTON shall pay AYS \$7,500 as reimbursement for these fees and costs incurred in this matter up until June 20, 1996.

6. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against HUNTINGTON, its parent, distributors, employees or customers, whether under Proposition 65 or Business & Profession Code §§17200 et seq. based on HUNTINGTON'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.

7. **HUNTINGTON Release.** HUNTINGTON, 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 HUNTINGTON.

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

8.1. HUNTINGTON represents and warrants as follows:

8.1.3. The sales data provided to Jenny Cohn by HUNTINGTON in a letter from HUNTINGTON'S attorney dated January 3, 1996 was a material factor upon which AYS has relied to determine the amount of penalties and restitution in Sections 2 and 3 of this Agreement. The sales data provided in the above-referenced letter is true and accurate. HUNTINGTON acknowledges that, in the event AYS finds that the sales data provided is materially inaccurate, all other parts of this Agreement notwithstanding, AYS will have the right to rescind this Agreement and re-institute an enforcement action against HUNTINGTON. In such a case, all applicable statutes of limitation shall be deemed tolled for the period between November 13, 1995 (the date AYS filed the instant action) and the date AYS notifies HUNTINGTON that it is rescinding this Agreement pursuant to this subpart.

9. **Stipulated Judgment.** The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the San Francisco Superior Court in accordance with the terms of this agreement.

10. **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:

Clifford Chanler
Chanler Law Group
1700 Montgomery Street
Suite 110
San Francisco, CA 94111

All correspondence to HUNTINGTON shall be mailed to:

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

14. 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 one (1) of this Agreement unnecessary or inappropriate to comply with applicable laws, HUNTINGTON, at its option, may cease placing the warnings required under Sections one and two on its placards and MSDSs; provided, however, that HUNTINGTON shall continue to provide any warnings that continue to be required under other applicable laws, rules and regulations. HUNTINGTON shall provide AYS thirty (30) days prior written notice of its intent to so limit the warning provisions under Sections one and two of this Agreement and shall provide AYS with a written explanation for the basis of its contention that any new or revised law, rule, regulation or final decision limits or otherwise renders inapplicable the warning provisions of Proposition 65. Notwithstanding the terms of this Section, AYS shall not be required under any circumstances to refund or return any amount paid pursuant to Sections three (3) four (4) and five (5) of 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:

AS YOU SOW



LISA S. WIGGINS

Printed Name

GENERAL COUNSEL

Title

AGREED TO:

HUNTINGTON LABORATORIES, INC.



Thomas J. Reto

Printed Name

Treasurer

Title

Exhibit A

EXHIBIT A

{Product List}

Liquid Por San
Multi-Brite + Sana Sorb
Mess Kits
Clean-Up Kits
Carpet Spotter Kit
Wade
Chlorasorb
Clockwise Vandalism Remover

Exhibit B

EXHIBIT B

[Exemplary Warning Placard]

WARNING

**Por San® Liquid contains a
chemical known to the State of
California to cause cancer.**

 **Huntington.**

*For more information, contact Huntington Laboratories at
1-800-537-5724.*

Exhibit C

EXHIBIT C
[Exemplary MSDS]

CUSTOMER

MATERIAL SAFETY
DATA SHEET

Huntington

USOS DATE 6/28/95

DATE _____ PRODUCT NO 103613

CUSTOMER NO _____ INVOICE NO _____

SECTION I - IDENTITY

MANUFACTURER'S NAME Huntington Laboratories, Inc.	EMERGENCY TELEPHONE NO 219/356-8100	ADDRESS (Number, Street, City, State and Zip Code) 970 East Tiplon Street, Huntington, Indiana 46750
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CHEMICAL NAME AND SYNONYMS

N/A

TRADE NAME AND SYNONYMS

LIQUID POR-SAN

CHEMICAL FAMILY

N/A

FORMULA

N/A

SECTION II - HAZARDOUS INGREDIENTS

CAS NO	PRINCIPAL HAZARDOUS COMPONENTS	%	100 % 100
14808-60-7	SILICON DIOXIDE		15-350.1MG/M3D.1MG/M3
144-62-7	OXALIC ACID		1-10 1MG/M3I 1MG/M3

OTHER INGREDIENTS > OR = 3%:

7732-18-5 WATER

SECTION III - PHYSICAL DATA

APPEARANCE AND ODOR	GREEN, GRITTY LIQUID; SASSAFRAS ODDR	pH VALUE	8.8-9.8
SPECIFIC GRAVITY (H ₂ O=1)	1.08	PERCENT VOLATILE BY VOLUME (%)	74
BOILING POINT (°F)	UNK	REACTIVITY IN WATER	NONE
SOLUBILITY IN WATER	74%	EVAPORATION RATE (1)	UNK
VAPOR DENSITY (AIR=1)	<1	VAPOR PRESSURE (mm Hg)	UNK

SECTION IV - FIRE AND EXPLOSION DATA

FLASH POINT METHOD USED	NONE	FLAMMABLE LIMITS	UPPER N/A	LOWER N/A	AUTO-IGNITION TEMP	N/A	SPECIAL FIRE FIGHTING PROCEDURES	NONE
CONT		EXTINGUISHING MEDIA	AS FOR SURROUNDING FIRE.					
UNUSUAL FIRE AND EXPLOSION HAZARDS	NONE KNOWN							

SECTION V - PHYSICAL HAZARDS

STABILITY	UNSTABLE	STABLE	X	CONDITIONS TO AVOID	NONE
INCOMPATIBILITY (MATERIALS TO AVOID)	OXIDIZERS, HYDROFLUORIC ACID-COMPONENTS WILL DISSOLVE IN HYDROFLUORIC ACID AND PRODUCE A CORROSIVE GAS (SILICON TETRAFLUORIDE).				
HAZARDOUS DECOMPOSITION PRODUCTS	THERMAL DECOMPOSITION MAY YIELD OXIDES OF CARBON AND NITROGEN AND FORMIC ACID.				
HAZARDOUS POLYMERIZATION	MAY OCCUR	WILL NOT OCCUR	X	CONDITIONS TO AVOID	NONE

SECTION VI - HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE (SEE SEC II)	EFFECTS OF OVEREXPOSURE	INHALATION	NO IMMEDIATE ADVERSE REACTION EXPECTED. (SEE SECTION IX.)
2 EYES	CAUSES IRRITATION.	3 SKIN	MAY CAUSE IRRITATION UPON REPEATED OR PROLONGED CONTACT.
4 INGESTION	CAUSES SEVERE STOMACH IRRITATION. MAY BE HARMFUL.		
EMERGENCY AND FIRST AID PROCEDURES	1 INHALATION MOVE TO FRESH AIR.		
2 EYES	IMMEDIATELY FLUSH EYES WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. CALL A PHYSICIAN IF IRRITATION PERSISTS.		
3 SKIN	FLUSH SKIN WITH PLENTY OF WATER. REMOVE CONTAMINATED CLOTHING AND WASH BEFORE REUSE. CALL A PHYSICIAN IF IRRITATION PERSISTS.		
4 INGESTION	GIVE VICTIM SEVERAL GLASSES OF WATER. CALL A PHYSICIAN IMMEDIATELY.		

SECTION VII - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED	CONTAIN SPILL. DO NOT CONTAMINATE FOOD, FEED, OR WATER.	WASTE DISPOSAL METHOD	DISPOSE OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. THIS PRODUCT IS NOT CONSIDERED RCRA HAZARDOUS.
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SECTION VIII - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION (SPECIFY TYPE)	NONE NORMALLY REQUIRED	VENTILATION	LOCAL EXHAUST	SPECIAL	OTHER
PROTECTIVE GLOVES	RUBBER	EYE PROTECTION	SAFETY GLASSES	OTHER	NONE

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTION TO BE TAKEN IN HANDLING AND STORAGE: KEEP OUT OF REACH OF CHILDREN. SINCE THIS PRODUCT IS A LIQUID, LUNG EXPOSURE TO SILICA WILL NOT OCCUR UNLESS PRODUCT IS ALLOWED TO DRY AND DUST IS CREATED. INHALATION OF THE DUST IN EXCESS OF THE TLY OVER MANY YEARS MAY CAUSE DELAYED LUNG INJURY.

OTHER PRECAUTIONS: WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER.