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AS YOU SOW
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FILED

DEC 27 1995

HOWARD HANSON
MARIN COUNTY CLERK
BY: D. ROSS, DEPUTY

9 SUPERIOR COURT OF CALIFORNIA

10 IN AND FOR THE COUNTY OF MARIN

11
12 AS YOU SOW, a non-profit)
corporation,)
13)
Plaintiff)
14)
v.)
15)
J.W. HARRIS COMPANY, INC.; and)
16 DOES 1 through 1000,)
17 Defendants.)
18

~~164440~~

STIPULATION FOR ENTRY OF
JUDGMENT

164609

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27 FILED DEC 30 1995
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IT IS HEREBY STIPULATED, by and between plaintiff As
You Sow and defendant J.W. Harris Company, 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 13, 1995

By: Andrew L. Packard
Andrew L. Packard, Esq.
Attorneys for Plaintiff
AS YOU SOW

Dated: December 13, 1995

By: Robert L. Falk
Robert L. Falk, Esq. SBN 142007
Attorneys for Defendant
THE J.W. HARRIS COMPANY, INC.

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

Dated: December 26, 1995

Andrew E. Rogan
Judge of the Superior Court

SETTLEMENT AGREEMENT

On December ²⁰, 1995 in San Francisco, California, As You Sow ("AYS") and J.W. Harris Company, Inc. ("Harris") agreed to the following terms and conditions:

WHEREAS:

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

Harris is a corporation headquartered in Ohio that manufactures and/or distributes various products in the State of California that contain the following chemicals listed pursuant to Proposition 65: toluene, methylene chloride, lead, nickel, chromium, and cobalt;

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 Harris for use in California since February 27, 1988;

On December 9, 1994, AYS first served Harris and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided Harris and such public enforcers with notice that Harris 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 July 10, 1995, AYS filed a complaint entitled As You Sow v. J.W. Harris Company, Inc., et al. (No. 164609) in the Marin County Superior Court (the "Complaint"), naming Harris 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 Harris products.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Product Labels. Beginning immediately, Harris shall initiate revisions to its current labels¹ for the Products. Harris shall use its best efforts to ensure that all Product labels are revised as quickly as possible, however, Harris agrees that as of June 6, 1996, 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 exemplar labels attached hereto as Exhibit B satisfy this requirement.

2. Warnings For Products in Commerce. Harris agrees that within forty-five (45) days from the date this Agreement is submitted to the Court by AYS, it shall provide warning materials

¹ The terms "label" or "labels", as used in this Agreement, shall mean a display of written, printed, or graphic matter upon each Product's immediate container or affixed to each Product's immediate container or wrapper.

by mail to the customers that Harris knows or has reason to believe sell or distribute the Products in California in an effort to ensure that users receive Proposition 65 warnings for Products that have not been labeled in accordance with ¶ 1 of this Agreement. Such warning materials shall include: (1) a reasonably sufficient number of warning stickers (considering the size of each particular customer and the amount of Products which have not been relabeled pursuant to ¶ 1 of this Agreement that each customer has purchased); (2) a letter of instruction for the placement of these stickers, and (3) a Notice and Acknowledgment postcard. A sample of these materials is attached hereto as Exhibit C.

3. MSDS Revisions. Harris agrees to revise the 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. Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before February 1, 1996. An example of a revised MSDS is attached hereto as Exhibit D.

4. Restitution. Pursuant to Business & Professions Code §17203, Harris agrees to pay \$33,800 to AYS, within five days of receipt of written notice to Harris' counsel that AYS has submitted this Agreement to the Court. This payment shall be forwarded by AYS to the following funding groups: Citizens for A Better Environment (a public interest organization using technical research, policy advocacy, legal action, grassroots organizing and public education to prevent pollution hazards and promote sustainable urban communities); The Sierra Club Legal Defense Fund (a group composed of public interest attorneys specializing in environmental laws); The Data Center (a nationally recognized clearinghouse of information regarding environmental performance and toxics reduction efforts); The Family Health Foundation of Alviso (a non-profit community health center which provides the residents and the business community of Alviso, California, with health education relating to the hazards of exposure to toxins); The As You Sow Proposition 65 Investigation Fund (a fund supporting investigation efforts relating to Proposition 65's warning requirements for consumer and industrial products); and The As You Sow Proposition 65 Toxic Exposure Research Fund (a fund supporting research concerning potential exposures to chemicals listed pursuant to Proposition 65).

5. Penalty. Pursuant to Health & Safety Code §25249.7(b), Harris shall pay to AYS, within five days of receipt of written notice to Harris' counsel that AYS has submitted this Agreement to the Court, a civil penalty of \$20,000. Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192, with \$15,000 of this amount being transferred by AYS to the State of California.

6. **Reimbursement of Fees and Costs.** Harris 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 Harris's attention, litigating and negotiating a settlement in the public interest. Within five days of receipt of written notice to Harris' counsel that AYS has submitted this Agreement to the Court, Harris shall pay AYS the reasonable sum of \$19,500 as reimbursement of its fees and costs incurred in this matter.

7. **AYS Release.** AYS, and its officers, directors, attorneys and representatives (the "AYS Releasers"), by this Agreement, waive all rights to institute an action against Harris, and/or its directors, officers, employees, distributors and customers (the "Harris Releasees"), whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other law based on Harris's failure to warn about exposures to Proposition 65 listed chemicals contained in any of the Products, provided that Harris is in compliance with the terms of this Agreement.

8. **Harris Release.** Harris, 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 Harris with respect to this action.

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

9.1. Harris represents and warrants as follows:

9.1.1. 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 Harris presently has no analytical, risk assessment, or other data 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).

9.1.2. In the event that Harris obtains analytical, risk assessment, or other data and wishes to cease warning for a Product on the basis 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), Harris shall provide AYS with 90 days prior written notice of its intent to limit or eliminate the warning required under ¶1 of the Agreement for such Product(s), and shall provide AYS with all such supporting data. Within thirty (30) days of

receipt of Harris's exposure data, AYS shall provide Harris with written notice of its desire to challenge the data (in the event that AYS chooses to make such a challenge), and AYS and Harris shall negotiate in good faith to attempt to reach a consensus concerning the necessity of providing the warning(s) for the Product(s) in question. In the event that no consensus is reached within thirty (30) days of mailing by AYS of such notice of challenge, and Harris continues to desire to eliminate a warning for a Product and informs AYS of such desire, AYS and Harris agree to submit such challenge to binding arbitration, with an arbitrator acceptable to both parties. The prevailing party shall be entitled to recover its attorney's fees and costs incurred in connection with such arbitration based on reasonable hourly rates. If AYS does not challenge Harris's notice or the arbitrator determines that no warning is required for a particular Product or Products, Harris shall no longer be required to provide the warnings described in Section 1 of this Agreement for those Products.

9.1.3. The sales data provided to AYS by Harris in connection with the settlement discussions giving rise to this Agreement was provided following a due care investigation by Harris and, to the best of Harris' knowledge, is materially accurate. This sales data consisted of information on the California unit sales of the Products for a time period of one year, using the units in which Harris typically ships each of the Products to its customers and in which Harris maintains its computerized sales records. Harris also provided AYS with additional information concerning the number of containers contained within each of its standard shipping units and specified the aggregate number of containers of the Super Cold and Antispatter Products that were sold into California during this one year time period.

9.2. AYS represents and warrants as follows:

9.2.1. In the event that AYS obtains analytical, risk assessment or other data that shows that there is no exposure from the use of a Product listed in Exhibit "A" to this Agreement, to a chemical listed under Proposition 65, or that any such exposure poses "no significant risk" or will have "no observable effect", as each standard is applicable and each is defined under Health & Safety Code §25249.10(c), AYS shall provide Harris with such data within 90 days of its receipt. Within thirty (30) days of receipt of such notification from AYS, Harris may cease including the warning required under ¶ 1 of this Agreement for the Products addressed by such data.

9.2.2. The sales data provided to AYS by Harris in connection with the settlement discussions giving rise to this Agreement was a material factor upon which AYS relied to determine the amount of restitution and penalties to be paid under this Agreement.

10. **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.

11. **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.

12. **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 attorneys' fees incurred, based on reasonable hourly rates.

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

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

Andrew L. Packard, Esq.
Chanler & Somers
1700 Montgomery Street
Suite 110
San Francisco, CA 94111

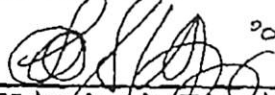
All correspondence to Harris shall be mailed to:

Joe Harris
J.W. Harris Company, Inc.
10930 Deerfield Road
Cincinnati, OH 45242

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

16. 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.

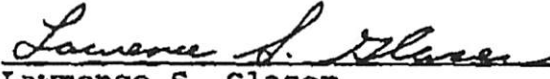
AGREED TO:
AS YOU SAW



LISA S. Elizabeth Wiggins, Esq.
General Counsel

December 20, 1995
Date

AGREED TO:
J.W. HARRIS COMPANY, INC.



Lawrence S. Glaser
Managing Director

12/12/95
Date

EXHIBIT A

J.W. Harris Products Containing Proposition 65 Chemicals

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
Super Cold	Toluene	Reproductive Harm
NDT-STD	Methylene Chloride	Cancer
NDT-STD Developer Aerosol (New)	Methylene Chloride	Cancer
NDT-NUC Developer Bulk (New)	Methylene Chloride	Cancer
Anti-Spatter Spray	Methylene Chloride	Cancer
1620 Antispatter	Methylene Chloride	Cancer
1620 Antispatter BK	Methylene Chloride	Cancer
Nickel 99 TIG	Nickel	Cancer
Nickelweld 59 Elect.	Nickel	Cancer
Nickelweld 99	Nickel	Cancer
CS100 Nickel Based Alloy	Nickel	Cancer
65 Nickel Electrode	Nickel	Cancer
Nickel Bronze	Nickel	Cancer
Nickel Silver	Nickel	Cancer
Alloy 400	Nickel	Cancer
Alloy 600	Nickel	Cancer
Alloy 610	Nickel	Cancer
Alloy 670	Nickel	Cancer
Aluminum Bronze 40	Nickel	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
Aluminum Bronze 46	Nickel	Cancer
Safety-Silv 40Ni2	Nickel	Cancer
Dynafast N040	Nickel	Cancer
Safety-Silv 40Ni5	Nickel	Cancer
Safety-Silv 50N	Nickel	Cancer
Dynafast N050	Nickel	Cancer
Safety-Silv 54	Nickel	Cancer
Safety-Silv 56N	Nickel	Cancer
Dynafast N056	Nickel	Cancer
Safety-Silv 63	Nickel	Cancer
Safety-Silv 63T	Nickel	Cancer
Nickel 99 wire & Electrode	Nickel	Cancer
1410 Electrode	Nickel	Cancer
1870 Electrode	Nickel	Cancer
1900 Electrode	Nickel	Cancer
Nickel 55 Electrode	Nickel Cobalt	Cancer
14-14FC Brazing Rod	Nickel	Cancer
17-17FC Brazing Rod	Nickel	Cancer
94 Nickel Electrode	Nickel	Cancer
170-170FC Brazing Rod	Nickel	Cancer
223 Copper Base Elect.	Nickel	Cancer
515	Chromium	Cancer
521	Chromium	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
17-22	Chromium	Cancer
4130	Chromium	Cancer
4140	Chromium	Cancer
6130	Chromium	Cancer
3AH TIG	Chromium Nickel	Cancer
3FH TIG	Chromium	Cancer
3HSS TIG	Chromium	Cancer
3HW TIG	Chromium	Cancer
3WH TIG	Chromium	Cancer
30H TIG	Chromium	Cancer
4AH Elect	Chromium	Cancer
4FH Elect	Chromium	Cancer
4HW Elect	Chromium Nickel	Cancer
40H Elect	Chromium	Cancer
4WH Elect	Chromium	Cancer
Welco #9	Chromium	Cancer
Welco #9B	Chromium	Cancer
Welco 86	Chromium	Cancer
Welco 120	Chromium	Cancer
Welco 180	Chromium	Cancer
24ONI-Mang	Chromium	Cancer
4139 TIG/MIG	Chromium	Cancer
P-10 Covered Electrode	Nickel Chromium	Cancer
PA-1000 Powder Metal	Nickel Chromium	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
PA-1100 Powder Metal	Nickel Chromium	Cancer
PA-1300 Powder Metal	Nickel Chromium	Cancer
PA-1500 Powder Metal	Nickel Chromium	Cancer
PA-1600 Powder Metal	Nickel Chromium	Cancer
Stainless Steel Bare	Nickel Chromium	Cancer
Stainless Steel Elect.	Chromium Nickel	Cancer
CS200 Nickel Based Alloy	Nickel & Chromium	Cancer
CS300 Nickel Based Alloy	Nickel & Chromium	Cancer
CS500 Nickel Based Alloy	Nickel & Chromium Cobalt	Cancer
CS600 Nickel Based Alloy	Nickel & Chromium	Cancer
CS900 Nickel Based Alloy	Nickel & Chromium	Cancer
Stainless Fluxcored	Nickel & Chromium	Cancer
111 Kastweld Grey	Nickel & Chromium	Cancer
Welco 33 Electrode	Nickel & Chromium	Cancer
4HSS Elect	Nickel & Chromium	Cancer
3 SMW TIG	Nickel & Chromium Cobalt	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Listing Type Required</u>
Cobalt 1	Nickel & Chromium	Cancer
Cobalt 6	Nickel & Chromium	Cancer
Cobalt 12	Nickel & Chromium	Cancer
Cobalt 25	Nickel & Chromium	Cancer
Cobalt 31	Nickel & Chromium	Cancer
Cobalt 188	Nickel & Chromium	Cancer
15-5PH	Nickel & Chromium	Cancer
17-4PH	Nickel & Chromium	Cancer
17-7PH	Nickel & Chromium	Cancer
307-15, 307-16	Nickel & Chromium	Cancer
308-15, 308-16, 308L-15, 308L-16, 308H, 308Mo, 308MoL	Nickel & Chromium	Cancer
309-15, 309-16, 309L-15, 309L-16, 309Cb-15, 309Cb-16, 309Mo-15, 309Mo-16	Nickel & Chromium	Cancer
310-15, 310-16, 310H-15, 310Cb-15, 310Cb-16, 310Mo-15, 310Mo-15	Nickel & Chromium	Cancer
312-15, 312-16	Nickel & Chromium	Cancer
312 "Super Blue"	Nickel & Chromium	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
316-15, 316-16, 316L-15, 316L-16	Nickel & Chromium	Cancer
317-15, 317-16, 317L-16	Nickel & Chromium	Cancer
320-15, 320-16	Nickel & Chromium	Cancer
330-15, 330-16	Nickel & Chromium	Cancer
347-15, 347-16	Nickel & Chromium	Cancer
410-15, 410-16, 410NiMo-16	Nickel & Chromium	Cancer
430-15, 430-16	Nickel & Chromium	Cancer
502-15, 502-16 502-18	Nickel & Chromium	Cancer
515-15, 505-16	Nickel & Chromium	Cancer
16-8-2	Nickel & Chromium	Cancer
Alloy 420	Nickel & Chromium	Cancer
Alloy 620	Nickel & Chromium	Cancer
Alloy 690	Nickel & Chromium	Cancer
Alloy I-718	Nickel & Chromium	Cancer
Alloy 820	Nickel & Chromium	Cancer
Alloy N155	Nickel & Chromium	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
Ni-Chrome V	Nickel & Chromium	Cancer
Alloy 920	Nickel & Chromium	Cancer
Alloy X wire & Electrode	Nickel & Chromium	Cancer
Waspalloy	Nickel & Chromium	Cancer
Alloy B, B2 wire & Electrode	Nickel & Chromium	Cancer
Alloy C-276 wire & Electrode	Nickel & Chromium	Cancer
Alloy 650	Nickel & Chromium	Cancer
Alloy W wire & Electrode	Nickel & Chromium	Cancer
Alloy R41	Nickel & Chromium	Cancer
Alloy G, G3 wire & Electrode	Nickel & Chromium	Cancer
Alloy I-625	Nickel & Chromium	Cancer
Harris "A" Electrode	Nickel & Chromium	Cancer
1320 Electrode	Nickel & Chromium	Cancer
1350 Electrode	Nickel & Chromium	Cancer
1820 Electrode	Nickel & Chromium	Cancer
Welco 42	Nickel & Chromium	Cancer

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
Alsolder 500*	See Note	See Note
Welco 55	Cobalt	Cancer
Tuf Kut	Nickel	Cancer
Welco 55	Nickel Cobalt	Cancer
ER80S-B2	Chromium Cobalt	Cancer
ER80S-D2	Chromium Cobalt	Cancer
ER90S-B3	Chromium Cobalt	Cancer
19 Bare Cast Rod	Nickel Chromium	Cancer
Supermissile-weld	Chromium Nickel Cobalt	Cancer
90/10 Solder	Lead	Cancer and Reproductive Harm
70/30 Solder	Lead	Cancer and Reproductive Harm
63/37 Solder	Lead	Cancer and Reproductive Harm
60/40 Solder	Lead	Cancer and Reproductive Harm
50/50 Solder	Lead	Cancer and Reproductive Harm
40/60 Solder	Lead	Cancer and Reproductive Harm

* Alsolder 500 has been reformulated and no longer contains cadmium, which is a chemical known to the State of California to cause cancer. Accordingly, the Proposition 65 cancer warning is only required for the older formulation of Alsolder 500 which contains cadmium.

<u>Product Name</u>	<u>Proposition 65 Chemical</u>	<u>Warning Type Required</u>
30/70 Solder	Lead	Cancer and Reproductive Harm
Galv Bar	Lead	Cancer and Reproductive Harm
#8 Cast Iron	Lead	Cancer and Reproductive Harm
52 Flux	Lead	Cancer and Reproductive Harm
GAL VIZ	Lead	Cancer and Reproductive Harm
Pasteweld	Lead	Cancer and Reproductive Harm
ALB-A1 TIG/MIG	Lead Nickel	Cancer and Reproductive Harm
ALB-A2 TIG/MIG	Lead Nickel	Cancer and Reproductive Harm
Phos Bronze C	Lead Nickel	Cancer and Reproductive Harm

EXHIBIT B
[Exemplary Labels]

WELCO

WELCO

Super Cold-Galv

CONTAINS NO FLUOROCARBONS
A COLD ZINC GALVANIZING SYSTEM

COLOR-SILVER GRAY
FOR INDUSTRIAL USE ONLY

DANGER:

EXTREMELY FLAMMABLE. HARMFUL
OR FATAL IF SWALLOWED. VAPOR HARMFUL.
CONTENTS UNDER PRESSURE.
Carefully read cautions on rear panel.

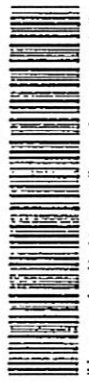
NET WT. 16 OZ. (1 LB.) (453g)

When properly applied, Super Cold Galv gives protection against rust and corrosion. It also passes the automotive and industrial salt spray and water resistance tests. Contains metallic zinc, a chemical resistant resin and additives to give little settling and chemical degradation while stored.

1. Compared to previous zinc rich primers, Super Cold Galv has the following advantages.
2. Gives approximately twice as much square foot coverage.
3. Has a highly improved, non-clogging formulation.
4. Provides protection against rust and corrosion.
5. Leaves a smoother surface and gives a higher gloss finish.
6. Smoother finish provides a better surface for topcoating or painting.
7. Has excellent adhesion when applied to normally prepared metal surfaces.

USES

- Air Conditioning Systems and Fans
- Piping • Sumps • Water Tanks • Marine Use • Cars, Buses, Trailers and Trucks
- Garden Furniture and Tools • Gutters
- Steel Windows • Metal Roofs and Buildings • Livestock Equipment • Farm Machinery • Touchup of Sheet Metal and Welds



6 6 2 5 4 1 5 U P C G N D

IMPORTANT Turn can upside down IMMEDIATELY AFTER USING and spray a few short bursts to clean and avoid clogging.

KEEP OUT OF REACH OF CHILDREN

DIRECTIONS

Shake can vigorously until ball moves freely. Spray on surface to be coated. Surface must be clean, dry and free of paint and rust. Remove or wire brush to remove corrosion or rust. Several thin coats are better than one thick coat. Allow 5-10 minutes between coats. For best results, spray on surface that is between 50° and 95°. Spray with a sweeping motion about 10-12" from surface. Super Cold Galv will touch-dry in 5 minutes @ 72°F. May be baked at 250°F for 15 minutes for harder finish. May be topcoated (decalated) within 30 minutes after baking, otherwise 6 hours after applying.

HARRIS WELCO CO.
1051 YORK RD.
KINGS MOUNTAIN, NC 28086
Phone 1-(704) 739-6421

WELCO

1620

Nozzle Shield Anti-Spatter

FOR INDUSTRIAL USE ONLY

FOR USE WITH ALL TYPES OF
 ALL SURFACES WHERE SPATTERING
 WILL OCCUR FROM
 Non Combustible - Non Volatile
 - No Solids
 CONTENTS UNDER PRESSURE
 NET WT 12 OZ

Keep out of reach of children
 See back panel for cautions

This Product Contains
Noxious Carbons

WARNING: This product
contains a chemical known to
be a carcinogen. See
back panel for
cautionary information.



DIRECTIONS
 Pour hole in bucket toward object to be
 protected. **FOR NOZZLES** and **TIPS**, use
 rotating motion being sure to cover inside
 and outside of entire tip. In **FLAT AREAS**
 spray with sweeping motion about 8' from
 surface.

PAINT COMPATIBLE

CAUTION
CONTENTS
UNDER PRESSURE

Do not breathe or inhale fumes.
 Do not expose skin to temperatures
 above 100° F. (38° C).
 (Avoid) Avoid prolonged breathing
 in fumes or mist. Use in well-venti-
 lated area. Do not spray into electric
 air or through an open flame.

**KEEP OUT OF
REACH OF
CHILDREN**

HARRISCO

HARRIS WELCO CO.
 HWY 101, YORK PA.
 KONGS MOUNTAIN, NC 28009
 1-704-739-0421

EXHIBIT C

[Harris Letterhead]

IMPORTANT NOTICE

Date:

Attention: Customers of J.W. Harris Company, Inc.

Subject: California Proposition 65 Warnings

This letter is to advise you that the J.W. Harris Company, Inc. ("Harris") products listed in Exhibit A to this letter contain and may expose users of those products to chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the purchasers and/or users of the products listed on Exhibit A must be given clear and reasonable warning that a particular product contains a carcinogen, a reproductive toxin or, where applicable, both.

Although Harris has begun labelling the listed products with Proposition 65 warnings, you may have in your possession certain products that were manufactured and distributed before the new labeling was implemented. Until the older stock has been sold, we are asking you to take the following actions to ensure that purchasers of the products receive Proposition 65 warnings:

- (1) Affix one of the enclosed warning stickers to the container, cap, label or package of each product listed on Exhibit A, which does not already have a Proposition 65 warning on its label. (Exhibit A identifies which of the three types of stickers enclosed is appropriate for each product). The sticker must be affixed so that it is conspicuous and likely to be read and understood by an ordinary individual under customary conditions of purchase.
- (2) Return the enclosed postcard indicating that you have received the enclosed materials and will comply with the warning requirements of Proposition 65 for the listed products.

Failure to provide a Proposition 65 warning for these products on the enclosed list may subject you to legal action by the California Attorney General, or others, wherein monetary penalties of up to \$2,500 per violation per day could be sought.

Should you have any questions or concerns about this matter, please do not hesitate to contact _____ at 1-800-XXX-XXXX by phone, or by mail at the above address. In addition, we will be glad to supply additional warning stickers if requested.

Sincerely,

Title

RETURN POSTCARD FROM CUSTOMERS

* * * *

The undersigned certifies that this customer of J.W. Harris Company, Inc. has received (a) the Important Notice letter regarding Proposition 65 warning requirements, (b) the list of J.W. Harris Company, Inc. products requiring a warning (i.e.- Exhibit A), and (c) a supply of warning stickers. The undersigned further certifies that this retailer will comply with Proposition 65 warning requirements by affixing the warning stickers provided to them in the manner directed.

[Name & Title]

[Company]

[Address]

Please send me _____ additional stickers.

EXHIBIT D

Version Date.....11/06/95
 Print Date.....11/29/95
 1620 ANTI SPATTER

SECTION 1 PRODUCT IDENTIFICATION

COMPANY NAME WHO SENT MSDS..... HARRIS WELCO
 COMPANY ADDRESS..... 1051 YORK ROAD
 KINGS MOUNTAIN, NC 28086
 EMERGENCY PHONE NUMBER..... (800)-424-9300
 MSDS VERSION NUMBER..... 4
 TRADE NAME..... WELCO 1620 ANTI SPATTER

HAZARD RATING (HMIS)..... HEALTH - 3
 REACTIVITY-1
 FLAMMABILITY-1
 OTHER - 2
 HMIS DESIGNATION KEY..... MINIMAL-0
 SLIGHT HAZARD-1
 MODERATE HAZARD-2
 SERIOUS HAZARD-3
 SEVERE HAZARD -4

SECTION 2 HAZARDOUS COMPONENTS

MATERIAL	X BY WEIGHT	CAS NUMBER	ACGIH TLV (Mg/MS)	SEC 313
METHYLENE CHLORIDE	73-84	75-09-2	50 PPM (CHRYWA)	YES
CARBON DIOXIDE	17	124-38-9	5000 PPM	NO

SECTION 3 PHYSICAL PROPERTIES

BOILING POINT..... 104F
 MELTING POINT..... NA
 VAPOR PRESSURE..... 390 (MMHG)
 VAPOR DENSITY (AIR = 1)..... 2.9 (AIR = 1)
 SOLUBILITY IN WATER..... 1.32 (H2O = 1)
 SPECIFIC GRAVITY..... 1.32 (BUTHY ACETATE = 1)
 EVAPORATION RATE..... 14.50 (BUTHY ACETATE = 1)
 APPEARANCE AND ODOR..... CLEAR, COLORLESS LIQUID, CHARACTERISTIC
 ODOR. * VOLATILE: 100

SECTION 4 FIRE AND EXPLOSION DATA

FLASH POINT..... (METHOD USED) NONE TO BOILING
 EXTINGUISHING MEDIA..... DRY CHEMICAL, CARBON DIOXIDE, OR FOAM.
 SPECIAL PROCEDURES..... PRESSURE DEMAND, SELF CONTAINED RESPIR-
 ATORY PROTECTION SHOULD BE PROVIDED TO
 FIRE FIGHTERS
 UNUSUAL HAZARDS..... STORAGE CONTAINERS EXPOSED TO FIRE SHOULD
 BE KEPT COOL. AT HIGH TEMPERATURES, OVER-
 PRESSURIZATION OF CONTAINER CAN RESULT IN
 FIRE. VAPORS ARE HEAVIER THAN AIR AND MAY
 ACCUMULATE IN LOW AREAS.

SECTION 5 REACTIVITY DATA

STABILITY..... STABLE
 CONDITIONS TO AVOID..... HIGH PRESSURE IN ALUMINUM SYSTEMS. AVOID
 OPEN FLAMES OR ELECTRICAL ARCS.
 HAZARDOUS POLYMERIZATION..... WILL NOT OCCUR
 INCOMPATIBILITY..... AVOID CONTACT WITH OXYGEN, NITROGEN, PER-
 OXIDE, OXIDIZERS AND REACTIVE METALS (I.E.
 ALUMINUM, POTASSIUM, SODIUM, ETC.)

1620 ANTI SPATTER

SECTION 5

REACTIVITY DATA - CONT'D

HAZARDOUS DECOMPOSITION PRODUCTS COMBUSTION MAY YEILD CO, CO2, PHOSGENE AND OR HCL.

SECTION 6

HEALTH HAZARD DATA

ROUTES OF ENTRY.....
HEALTH HAZARDS.....

INHALATION, SKIN, INGESTION
ACUTE EXCESSIVE INHALATION AND INGESTION
MAY PRODUCE SYMPTOMS OF LIGHT HEADEDNESS
TO UNCONSCIOUSNESS TO DEATH. EXPOSURE OF
SKIN AND EYE MAY PRODUCE IRRITATION,
CHRONIC HEADACHE, FATIGUE, NAUSEA,
DEPRESSION AND VISUAL DISTURBANCE.
HIGH LEVELS MAY CAUSE CARDIAC ARRYTHMIAS.
EXCESSIVE EXPOSURE MAY CAUSE IRRITATION TO
UPPER RESPIRATORY TRACT. EXCESSIVE EXPO-
SURE MAY ALSO CAUSE CARBOXYHEMOGLOBINEMIA.
WARNING: THIS PRODUCT CONTAINS A CHEMICAL
KNOWN TO THE STATE OF CALIFORNIA TO CAUSE
CANCER.

CARCINOGENICITY.....

SIGNS & SYMPTOMS OF EXPOSURE....

MEDICAL CONDITIONS FROM EXPOSURE

LIGHT HEADEDNESS AND NAUSEA. IRRITATING
TO SKIN AND EYES.
PROLONGED CONTACT WITH HIGH CONCENTRATIONS
CAN LEAD TO SERIOUS KIDNEY AND LIVER
DAMAGE.

EMERGENCY & FIRST AID.....

EYES FLUSH WITH WATER FOR 15 MINUTES.
SKIN - WASH WITH SOAP AND WATER.
INGESTION - DRINK WATER, DO NOT INDUCE
VOMITING. INHALATION. REMOVE TO FRESH
AIR. CALL PHYSICIAN.

ADDITIONAL INFORMATION.....

IF BREATHING HAS STOPPED, START CPR.
WARNING: THIS PRODUCT CONTAINS A CHEMICAL
KNOWN TO THE STATE OF CALIFORNIA TO CAUSE
CANCER. ALL CHEMICAL COMPOUNDS MARKED WITH
AN ASTERISK (*) ARE TOXIC CHEMICALS-
SUBJECT TO THE REPT REOMNT OF
SECTION 313 OF TITLE III OF THE SUPER FUND
AMENDMENTS AND REAUTHORIZATION ACT (SARA)
OF 1986 AND 40 CFR PART 373. YOU MUST
NOTIFY EACH PERSON TO WHOM THIS MIXTURE OR
TRADE NAME PRODUCTS IS SOLD. THIS STATEMENT
MUST REMAIN A PART OF THIS MATERIAL SAFETY
DATA SHEET. THIS STATMENT MUST NOT BE DE-
TACHED. ANY COPY OR REDISTRIBUTION OF THIS
MATERIAL SAFETY DATA SHEET SHALL INCLUDE
THIS STATEMENT.



SECTION 7

PRECAUTIONS FOR SAFE HANDLING AND USE

SPILL AND LEAK PROCEDURES.....

SPILLS SHOULD BE SOAKED UP WITH ABSORBENT.
AREA THEN SHOULD BE FLUSHED WITH WATER.
ALL REINSATE WITH BE CONTAINERIZED AND
LABELED. SPILLS ON AREAS THAT ARE NOT
PAVEMENT CAN BE HANDLED BY REMOVING THE

1620 ANTI SPATTER

SECTION 7 PRECAUTIONS FOR SAFE HANDLING AND USE - CONT'D

WASTE AND DISPOSAL METHOD..... AFFECTED SOILS. EPA REPORTABLE QUANTITY IS 1000 LBS. THE MATERIALS RESULTING FROM CLEAN-UP OPERATIONS MAY BE HAZARDOUS WASTES, AND THEREFORE SUBJECT TO LOCAL, STATE, AND FEDERAL REGULATIONS

HANDLING AND STORING PRECAUTIONS STORE CONTAINERS IN A COLD, DRY, WELL VENTILATED AREA AWAY FROM HEAT AND ALL SOURCES OF IGNITION. KEEP CONTAINERS CLOSED. KEEP AWAY FROM INCOMPATIBLE MATERIALS (SECTION 5). DO NOT ENTER CONFINED SPACES SUCH AS TANKS OR PITS WITHOUT FOLLOWING PROPER ENTRY PROCEDURES SUCH AS ASTM D-4276. USE OF RESPIRATORY PROTECTION ADVISED WHEN CONCENTRATIONS EXCEED THE ESTABLISHED EXPOSURE LIMITS. WASH THOROUGHLY. DO NOT WEAR CONTAMINATED CLOTHING. GOOD PERSONAL HYGIENE ADVISED. EMPTY CONTAINERS & RESIDUE DANGEROUS. DISPOSE OF IN SAFE MANNER IN ACCORDANCE WITH REGULATIONS. ALUMINUM CONTAINERS NOT ADVISED FOR STORAGE AND/OR TRANSFER OF CHLORINATES. LABEL ALL CONTAINERS.

OTHER PRECAUTIONS.....

SECTION 8 CONTROL MEASURES

RESPIRATORY MEASURES..... NONE DURING NORMAL USE
 VENTILATION..... LOCAL EXHAUST - SUFFICIENT TO MAINTAIN TLV.

PROTECTIVE GLOVES..... POLYFLUORINATED POLYETHYLENE SUGGESTED
 EYE PROTECTION..... FACE SHIELD AND GOGGLES SHOULD BE WORN
 OTHER PROTECTIVE EQUIPMENT..... NA
 WORK/HYGIENIC PRACTICES..... NA

SECTION 9 DISCLAIMER

THIS DATA IS BELIEVED TO BE ACCURATE. HARRIS WELCO MAKES NO WARRANTY TO AND DISCLAIMS ALL LIABILITY FROM RELIANCE ON THIS DATA.

SECTION 10 ADDITIONAL INFORMATION

CARCINOGENITY INFORMATION: METHYLENE CHLORIDE IS REQUIRED BY OSHA TO BE CONSIDERED CARCINOGENIC.
 NA = NOT APPLICABLE, NEW JERSEY RIGHT TO KNOW INFORMATION; (5 MOST PREDOMINANT INGREDIENTS/HAZARDOUS & NON HAZARDOUS)
 METHYLENE CHLORIDE CAS # 75-09-2. DENSITY 10.98 LB/GAL. CARBON DIOXIDE CAS #123-38-9. SOLID DENSITY 97.5 LB/FT3. SOYA LECITHIN CAS # 8002-43-5 DENSITY 8.18 LB/GAL. COMMENTS: EVALUATION OF METABOLISM OF METHYLENE CHLORIDE IN MICE INDICATES TUMOR FORMATION IS THE RESULT OF METABOLISM BY PARTICULAR PATHWAY AT EXPOSURE CONCENTRATION > 500 PPM. THE MP ASSOCIATED WITH CARCINOGENITY IS LESS ACTIVE IN RATS AND APPEARS TO PLAY NEGLIGIBLE ROLE IN METABOLISM BY HAMSTERS

1620 ANTI SPATTER

SECTION 10 ADDITIONAL INFORMATION - CONT'D

LIMITED EVIDENCE OF LIVER DAMAGE. RELEVANCE OF FINDINGS IS UNCERTAIN. PRE-EXISTING LIVER AND BLOOD DISORDERS AGGRAVATED BY EXPOSURE TO MATERIAL. PERSONS WITH HEART CONDITIONS MAY BE SUSCEPTIBLE TO ARRHYTHMIAS AS EXPOSED TO MATERIAL. REPORTS ASSOCIATE REPEATED OCCUPATIONAL OVEREXPOSURE TO SOLVENTS WITH PERMANENT BRAIN AND NERVOUS SYSTEM DAMAGE. INTENTIONAL MISUSE MAY BE HARMFUL OR FATAL.

SECTION 11 ADDITIONAL INFORMATION