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*7/18/92*  
*32-0382*

7 Attorneys for Plaintiff  
8 AS YOU SOW

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF SAN FRANCISCO

11 AS YOU SOW, a non-profit corporation, ) Case No. 971349  
12 )  
13 Plaintiff, )  
14 v. ) STIPULATION FOR  
15 ) ENTRY OF JUDGMENT  
16 PARKER-HANNIFIN CORPORATION; )  
17 ROBERTS CONSOLIDATED INDUSTRIES; )  
18 and DOES 1 through 1000, )  
19 Defendants. )

20 IT IS HEREBY STIPULATED, by and between plaintiff As  
21 You Sow and defendant Parker-Hannifin Corporation, through  
22 their respective representatives, that judgment in the above-  
23 entitled action be entered in accordance with the terms of the  
24 settlement agreement between the parties, which is attached  
25 hereto as Exhibit A.

26 Dated: August 22, 1995 by: *[Signature]*  
27 Syda Kosofsky *JOSHUA M. KING*  
28 Attorneys for Plaintiff  
AS YOU SOW

29 Dated: August 22, 1995 by: *[Signature]*  
30 Christopher H. Morgan  
31 PARKER-HANNIFIN CORPORATION

**SETTLEMENT AGREEMENT**

On August 1, 1995 in San Francisco, California, **As You Sow ("AYS")** and **Parker-Hannifin Corporation ("Parker-Hannifin")** agreed to the following terms and conditions:

**WHEREAS:**

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

Parker-Hannifin is a Texas company that, through its Stratoflex Division, currently distributes hose assembly products, and packages and sells an accessory product, "Stratoflex 5027 End Dip," which contains toluene; and

On January 1, 1991, toluene was officially listed by the State of California as a chemical known to cause reproductive toxicity, pursuant to Health & Safety Code §25249.8; and

Stratoflex 5027 End-Dip (the "Product") is covered by this Agreement. The Product has been distributed by Parker-Hannifin for sale and/or use in California since January 1, 1992; and

On April 20, 1995, AYS served Parker-Hannifin with a document entitled "60-Day Notice" which provided Parker-Hannifin with notice that it 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, including toluene; and

On July 27, 1995, AYS filed a complaint entitled As You Sow v. Parker-Hannifin Corporation; et al. (No. 971349) in the San Francisco Superior Court alleging violations of Business & Professions Code §17200 and Health & Safety Code §25249.6, on behalf of individuals in California who allegedly are exposed to Proposition 65-listed chemicals, including toluene, in certain Parker-Hannifin products; and

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

1. **Product Labeling.** Parker-Hannifin agrees that as of September 1, 1995, it shall not ship (or cause to be shipped) the Product for sale or use in the State of California unless each such Product contains the following warning statement on its label:

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

This 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 label attached hereto as Exhibit A satisfies this requirement.

2. **Material Safety Data Sheets.** Beginning immediately, Parker-Hannifin will initiate revisions to its current MSDSs for the Product so that the MSDS warning will be consistent in wording with the on-label warning language required by §1. Final printed MSDSs incorporating the revised warning will begin to be distributed in the normal course of business but in any event no later than September 1, 1995. An example of an acceptable MSDS is attached hereto as Exhibit B.
3. **Settlement Amount.** Parker-Hannifin agrees to pay \$4,500 to AYS upon execution of this Agreement. The restitutionary component of this sum, made pursuant to Business & Professions Code §17203, shall be distributed to the Rainforest Action Network. The cost component of this sum shall be used to help defray AYS' investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to Parker-Hannifin's attention, litigating and negotiating a settlement in the public interest.
4. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against Parker-Hannifin, its distributors or retailers which sell the Product, whether under Proposition 65, Business & Profession Code §§17200 *et seq.*, or any other statute or common law claim based on Parker-Hannifin's failure to warn users about exposure to toluene from the Product.
5. **Parker-Hannifin Release.** Parker-Hannifin, 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") based on any statute or provision of common law and for all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 against Parker-Hannifin.
6. **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.

7. **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.
8. **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.
9. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California.
10. **Correspondence.** All correspondence to AYS shall be mailed to:

Syda Kosofsky, Esq.  
Chanler & Associates  
1700 Montgomery Street, Suite 110  
San Francisco, CA 94111

All correspondence to Parker-Hannifin shall be mailed to:

Christopher H. Morgan  
Assistant General Counsel  
Parker-Hannifin Corporation  
17325 Euclid Avenue  
Cleveland, Ohio 44112

11. **No Admission.** Nothing in this Agreement shall be construed as an admission by Parker-Hannifin 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 Parker-Hannifin of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligation, responsibilities, and duties of Parker-Hannifin under this Agreement.
12. **Authority to Execute.** 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:

By: \_\_\_\_\_

*Conrad Macdon*  
AS You Sow

AGREED TO:

By: \_\_\_\_\_

*Christopher H. Morgan*  
Parker-Hannifin Corporation  
Asst. Gen. Counsel.

# **Exhibit A**

**PART NO. 5027**  
**STRATOFLEX**  
**FIRESLLEEVE END DIP**

**DANGER!**  
CONTAINS VOLATILE SOLVENTS  
FLAMMABLE SOLUTION HARMFUL OR FATAL IF SWALLOWED

**Stratoflex**

Aerospace/Military Connectors Division  
Parker Hannifin Corporation  
P.O. Box 10398  
Fort Worth, TX 76114 U.S.A.

**Parker**  
Fluid Connectors



**WARNING!**

**WARNING!**

# **Exhibit B**

# MATERIAL SAFETY DATA SHEET

Required under USDL Safety and Health Regulations for Ship Repairing, Shipbuilding, and Shipbreaking (29 CFR 1915, 1916, 1917)

**H** HEALTH  
**F** FLAMMABLE  
**R** REACTIVITY  
9 of 14 PERSONAL PROTECTI...

## SECTION I

MANUFACTURER'S NAME <b>Stratoflex, Inc.</b>	EMERGENCY TELEPHONE NO. <b>(817) 738-6543</b>
ADDRESS (Number, Street, City, State, and ZIP Code) <b>220 Roberts Cut-off Rd, Fort Worth, Texas 76114</b>	
CHEMICAL NAME AND SYNONYMS <b>Silicone Rubber Cement</b>	TRADE NAME AND SYNONYMS <b>Stratoflex 5027 End Dip</b>
CHEMICAL FAMILY FORMULA <b>Silicone Polymer Aliphatic &amp; Aromatic Solvent Blend</b>	

## SECTION II - HAZARDOUS INGREDIENTS

PAINTS, PRESERVATIVES, & SOLVENTS	%	TLV (Units)	ALLOYS AND METALLIC COATINGS	%	TLV (Units)
PIGMENTS <b>Silicone Polymer</b>	50	No Hazard	BASE METAL		
CATALYST <b>Naphtha</b>	33	200 PPM	ALLOYS		
VEHICLE			METALLIC COATINGS		
SOLVENTS <b>Toluene</b>	17	100 PPM	FILLER METAL PLUS COATING OR CORE FLUX		
ADDITIVES			OTHERS		
OTHERS					

  

HAZARDOUS MIXTURES OF OTHER LIQUIDS, SOLIDS, OR GASES	%	TLV (Units)
<b>Naphtha</b>	33	200 PPM
<b>Toluene</b>	17	100 PPM

"WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM!"

5027 AMHS  
 End Dip  
**H** HEALTH 1  
**F** FLAMMABILITY 3  
**R** REACTIVITY 1  
 PERSONAL PROTECTION [B]

## SECTION III - PHYSICAL DATA

BOILING POINT (°F.)	230°F.	SPECIFIC GRAVITY (H <sub>2</sub> O=1)	.963
VAPOR PRESSURE (mm Hg.) @ 25c	100 MM	PERCENT VOLATILE BY VOLUME (%)	50
VAPOR DENSITY (AIR=1)	1.34	EVAPORATION RATE (=1)	1.6
SOLUBILITY IN WATER	Insoluble		
APPEARANCE AND ODOR	Thin red liquid, odor of Acetic Acid and Acetone		

## SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (Methods used)	Closed cup	FLAMMABLE LIMITS	Lel	Uel
EXTINGUISHING MEDIA	Foam, Carbon Dioxide, Dry Chemical		1.8	10
SPECIAL FIRE FIGHTING PROCEDURES	Water may be ineffective			
UNUSUAL FIRE AND EXPLOSION HAZARDS				