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8 Attorneys for Plaintiff  
9 AS YOU SOW

FILED

1995 MAY 15 A 11:12

*Chanler*  
BY: \_\_\_\_\_  
COURT CLERK

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 IN AND FOR THE COUNTY OF CONTRA COSTA

12 AS YOU SOW, a non-profit )  
13 corporation, )  
14 Plaintiff, )  
15 v. )  
16 PERVO PAINT COMPANY, et al., )  
17 Defendants. )

No. C 94-04806

STIPULATION FOR ENTRY OF  
JUDGMENT AND JUDGMENT ON  
STIPULATION & order

ENTERED ON MICROFILM MAY 15 1995

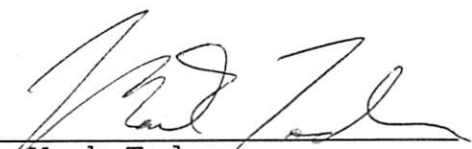
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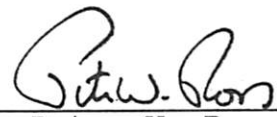
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2 IT IS HEREBY STIPULATED, by and between plaintiff As  
3 You Sow and defendant Pervo Paint Company, through their  
4 respective representatives, that judgment in the above-  
5 entitled action be entered in accordance with the terms of the  
6 settlement agreement between the parties, which is attached  
7 hereto as Exhibit A.  
8

9  
10 Dated: <sup>March</sup> ~~February~~ 10, 1995

11 by:   
12 Mark Todres  
13 Attorneys for Plaintiff  
14 AS YOU SOW

15  
16 Dated: <sup>March</sup> ~~February~~ 7, 1995

17 by:   
18 Peter W. Ross  
19 Attorney for Defendant  
20 PERVO PAINT COMPANY

21  
22 IT IS HEREBY ORDERED that judgment be entered in  
23 accordance with the terms of the stipulation between the  
24 parties.  
25

26  
27 Dated: <sup>April</sup> ~~February~~ 19, 1995

28 by:   
Judge of the Superior Court

## SETTLEMENT AGREEMENT

On <sup>March</sup> ~~February~~ 13, 1995 in San Francisco, California, As You Sow ("AYS") and Pervo Paint Company ("Pervo") 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

Pervo is a company that manufactures and sells paints and traffic paints in the State of California that contain toluene and/or lead compounds; and

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

On October 1, 1992, lead compounds were officially listed by the State of California as chemicals known to cause cancer, pursuant to Health and Safety Code §25249.8; and

On August 25, 1994, AYS served Pervo (and the appropriate enforcement agencies) with a document entitled "60-Day Notice" which provided Pervo 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.

On November 1, 1994, AYS served Pervo with a summons and complaint in the case of As You Sow v. Pervo Paint Company, et al. (No. C-94-04806) which is currently pending in the Contra Costa County Superior Court.

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

1. A list of the products which are covered by this Agreement is provided in Exhibit A (the "Products"). The Products have been manufactured by Pervo for sale in California since January 1, 1992.

2 Beginning immediately, Pervo agrees not to ship (or cause to be shipped) any Products containing listed Proposition 65 chemicals for sale in the State of California unless Pervo complies with Proposition 65 for each such Product by providing a warning on the label of the Product that is 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, and that bears a statement substantially similar to one of the following statements, until such commercially reasonable time when Pervo may change its current label to bear one of the following

statements verbatim. Such labelling change shall be completed by September 1, 1995:

For products containing a chemical(s) 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."**

For products containing a chemical(s) listed by the State of California as known to cause cancer:

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

For products containing any combination of chemicals listed by the State of California as known to cause cancer and/or known to cause birth defects or other reproductive harm:

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

A sample of Pervo's current label is attached hereto as Exhibit B. The parties acknowledge that Pervo has been using this label since September 15, 1994 and that the warning contained thereon is acceptable pursuant to this paragraph as substantially similar to one of the above warnings.

3. Pervo agrees that within thirty (30) days from the date this agreement is executed, Pervo shall provide the following warning materials to its California customers in an effort to ensure that individuals receive Proposition 65 warnings for Products that have already been shipped for sale in California: (a) a letter of instruction for placement and/or distribution of the warning materials; (b) a Notice and Acknowledgment postcard; and (c) warning stickers printed in black ink on a white background, measuring at least 5 cm by 2 cm, and displaying the warning language required by ¶1. A copy of the instruction letter to Pervo's customers is attached hereto as Exhibit C. A copy of the Notice and Acknowledgment postcard is attached hereto as Exhibit D.

4. Pervo agrees to revise its current Material Safety Data Sheets ("MSDS") for the Products, so that the warning on each MSDS will be substantially consistent in wording with the on-label warning language required by ¶1. Final MSDSs

incorporating the revised warning language will begin to be distributed in the normal course of business on or before March 15, 1995. An example of an acceptable MSDS is attached hereto as Attachment E.

5. Pervo agrees to pay \$17,000 to AYS in three installments. The first installment of \$7,500 is due upon execution of this Agreement. A second installment of \$7,500 is due on June 1, 1995. The final payment of \$2,000 is due on August 1, 1995. The restitutionary component of this payment, which is made pursuant to Business & Professions Code §17203, shall be divided between the AYS Proposition 65 enforcement fund, the Rose Foundation and the West County Toxics Coalition. AYS represents that: the Investigation Fund supports the research of, and investigation into, California citizens' exposure to chemicals listed pursuant to Proposition 65; the Rose Foundation addresses appropriate standards for remediation of the severe and widespread toxic contamination existing on military bases; and the West County Toxics Coalition is a multi-racial, multi-ethnic membership organization that provides environmental education to low income residents of Contra Costa County. AYS further represents that the funds distributed pursuant to the terms of this Agreement to the Rose Foundation and the West County Toxics Coalition will be used to further the purposes of Proposition 65. Both the Rose Foundation and the West County Toxics Coalition are non-profit, tax exempt organizations in good standing with the State of California. The cost component of this payment will be used by AYS to help defray its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to Pervo's attention, litigating and negotiating a settlement in the public interest.

6. Pervo further agrees to pay a civil penalty of \$5,000 pursuant to Health & Safety Code §25249.7(b). Such penalty monies shall be paid by August 1, 1995 and apportioned by AYS in accordance with Health & Safety Code §25192.

7. Pervo agrees to provide AYS with all current Material Safety Data Sheets which Pervo has on hand from its suppliers of Proposition 65 chemicals, and copies of current labels from the containers in which Pervo has received Proposition 65 chemicals.

8. The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 with the Contra Costa County Superior Court in accordance with the terms set forth in this Agreement.

9. AYS, by this Agreement, waives all rights and claims as alleged in the above-referenced complaint, up to and including the date of entry of Judgment, against Pervo and its

distributors and retailers which sell Pervo's Products, whether under Proposition 65, Business & Professions Code §§17200 et seq., or any other statute or common law claim based on the failure of Pervo, or its distributors and retailers to warn individuals about exposure to Proposition 65 chemicals from any of the Products identified in Exhibit A. AYS expressly waives all rights and benefits that it has or may have had under section 1542 of the California Civil Code.

10. Pervo, 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 Pervo.

11. The parties acknowledge that at the request of Pervo, a copy of this Agreement was forwarded to the California Attorney General's office ("the AG") for review. Having reviewed the Agreement, the AG asserts that based upon the relief obtained in the Settlement Agreement, no further action is required by the AG for the alleged violations covered by the terms of the Agreement for which proper notice was given.

12. 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.

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

14. All correspondence to AYS shall be mailed to:

Mark Todres, Esq.  
Chanler & Associates  
1700 Montgomery Street, Suite 110  
San Francisco, CA 94111

All correspondence to Pervo shall be mailed to:

Peter W. Ross, Esq.  
Browne & Woods  
450 North Roxbury Drive, 7th Floor  
Beverly Hills, CA 90210-4231

15. Nothing in this Agreement shall be construed as an admission by Pervo 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 Pervo of any fact, finding, conclusion, issue of law, or violation of law.

16. 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: *Senay Kay*  
As You Sow

Dated: 3/13/95

AGREED TO:

By: *P. J. Jean*  
Pervo Paint Company

Dated: 3/2/95

EXHIBIT "A"

<u>Product No.</u>	<u>Product Name</u>
0901	0901, YELLOW TRAFFIC PAINT, UTAH
0903-1	0903-1, FAST DRY YELLOW TRAFFIC PAINT
0904	8010-51K-04, FAST DRY BLACK TRAFFIC PAINT
0905	8010-21F-02, RAPID DRY WHITE TRAFFIC
0906	8010-21F-02, RAPID DRY YELLOW TRAFFIC
0907	907, YELLOW LEAD-FREE R D TRAFFIC PAINT
0921	0921, YELLOW TRAFFIC PAINT, RAPID DRY
0921LF	921LF, YELLOW LEAD-FREE TRAFFIC PAINT
0945	#945, RED CURB MARKING PAINT
0948	948, BLUE CURB MARKING PAINT
2410	2410, GREEN ZINC CHROMATE PRIMER
2411	2411, YELLOW ZINC CHROMATE PRIMER
2416	2416, WHITE GALVATITE PRIMER
2417	2417, GRAY GALVOTITE PRIMER
2419	2419, HAZE GRAY RUSTLESS ENAMEL
2420	2420, SAFETY YELLOW RUSTLESS ENAMEL
2424	2424, BLUE RUSTLESS ENAMEL
2425	2425, SAFETY RED RUSTLESS ENAMEL
2426	2426, SAFETY ORANGE RUSTLESS ENAMEL
2427	2427, CATERPILLAR YELLOW RUSTLESS ENAMEL
2428	2428, INDUSTRIAL GREEN RUSTLESS ENAMEL
2429	2429, INTERNATIONAL RED RUSTLESS ENAMEL
2432A	2432A, WHITE RUSTLESS ENAMEL



2433	2433, BLACK RUSTLESS ENAMEL
2435	2435, TOOL GREY RUSTLESS ENAMEL
2436	2436, SAFETY GREEN RUSTLESS ENAMEL
2437	2437, HOLLYGREEN RUSTLESS ENAMEL
2443	2443, RURAL GREEN RUSTLESS ENAMEL
2435	2435, LT. GREY RUSTLESS ENAMEL
2454	2454, DK. GREY RUSTLESS ENAMEL
2457	2457, GRAY GALVOTITE PRIMER
2461	2461, WHITE M & E RUSTLESS ENAMEL
2485	2485, BEIGE M & E ENAMEL
2487	2487, SCHOOL BUS YELLOW M & E ENAMEL
2603	2603, YELLOW TRAFFIC PAINT, TTP-115F, typeI
3000	3000, WHITE TRAFFIC PAINT, TTP-115F, typeI
3065	TTP85E, WHITE TRAFFIC PAINT, TYPE I
3066	TTP85E, YELLOW TRAFFIC PAINT, TYPE II
3082	3082, YELLOW W/B ACRYLIC TRAFFIC PAINT
3122	3122, YELLOW W/B ACRYLIC CURB PAINT
3214	3214, YELLOW RD WATER-BASED TRAFFIC PAINT
3361	3361, YELLOW TRAFFIC PAINT
4700	4700, WHITE RD WATER-BASED TRAFFIC PAINT
4702	4702, BLACK RD WATER-BASED TRAFFIC PAINT
4703	4703, YELLOW LEAD-FREE RD WATER-BASED
4704	4704, RED R D WATER-BASED CURB PAINT
4774A	4774A, YELLOW WATER-BASED TRAFFIC PAINT
4774AR	4774AR, YELLOW PREMIX W/B TRAFFIC PAINT

4781	4781, WHITE R D WATER-BASED TRAFFIC PAINT
4781R	4781R, WHITE PREMIX W/B TRAFFIC PAINT
4782	4782, YELLOW RD WATER-BASED TRAFFIC PAINT
4782R	4782R, YELLOW PREMIX W/B TRAFFIC PAINT
4783	4783, BLACK R D WATER-BASED TRAFFIC PAINT
4784	4784, YELLOW LEAD-FREE W/B TRAFFIC PAINT
4784R	4784R, YELLOW LEAD-FREE RD PREMIX W/B
4785	4785, RED R D WATER-BASED CURB PAINT
4790	4790, WHITE RD WATER-BASED TRAFFIC PAINT
4791	4791, YELLOW LEAD FREE W/B TRAFFIC PAINT
4810	4810, WHITE R D WATER-BASED TRAFFIC
4811	4811, YELLOW LEAD-FREE W/B TRAFFIC
4890	4890, WHITE R D WATER-BASED TRAFFIC
5550R	5550R, WHITE PREMIX TRAFFIC PAINT
5551R,	5551R, YELLOW PREMIX TRAFFIC PAINT
5552R	5552R, YELLOW LEAD-FREE PREMIX TRAFFIC
5737R	5737R, YELLOW PREMIX TRAFFIC PAINT
5809	5809, YELLOW LEAD-FREE TRAFFIC PAINT
5810R	5810R, WHITE PREMIX TRAFFIC PAINT
5811R	5811R, YELLOW PREMIX TRAFFIC PAINT
5811RLF	5811RLF, YELLOW LEAD-FREE PREMIX PAINT
5833R	5833R, YELLOW PREMIX TRAFFIC PAINT
5836R	5836R, YELLOW PREMIX TRAFFIC PAINT
5870	5870, WHITE TRAFFIC PAINT
5871	5871, YELLOW TRAFFIC PAINT

5885	5885, WHITE R D TRAFFIC PAINT
5886	5886, YELLOW R D TRAFFIC PAINT
5904	5904, RED TRAFFIC PAINT
5920	5920, WHITE TRAFFIC PAINT
5921	5921, YELLOW TRAFFIC PAINT
5928	5928, WHITE R D TRAFFIC PAINT
5929	5929, YELLOW R D TRAFFIC PAINT
5929LF	5929LF, YELLOW LEAD-FREE RD TRAFFIC PAINT
5935	5935, ADOT WHITE TRAFFIC PAINT
5935M	5935M, WHITE TRAFFIC PAINT - PIMA COUNTY
5936	5936, ADOT YELLOW TRAFFIC PAINT
5936M	5936M YELLOW TRAFFIC PAINT - PIMA COUNTY
5940	5940, WHITE R D TRAFFIC PAINT
5940R	5940R, WHITE PREMIX R D TRAFFIC PAINT
5941	5941, YELLOW R D TRAFFIC PAINT
5941R	5941R, YELLOW PREMIX R D TRAFFIC PAINT
5942	5942, BLACK R D TRAFFIC PAINT
5943	5943, YELLOW LEAD-FREE R D TRAFFIC PAINT
5944	5944, RED R D TRAFFIC PAINT
5950	5950, WHITE R D TRAFFIC PAINT
5950R	5950R, WHITE PREMIX R D TRAFFIC PAINT
5951	5951, YELLOW R D TRAFFIC PAINT
5951R	5951R, YELLOW PREMIX R D TRAFFIC PAINT
5952	5952, BLACK TRAFFIC PAINT
5953	5953, YELLOW LEAD-FREE TRAFFIC PAINT

5975	5975, N.M. WHITE TRAFFIC PAINT
5976	5976, N.M. YELLOW TRAFFIC PAINT
5980	5980, WHITE TRAFFIC PAINT
6180	6180, WASHER THINNER
906	8010-31J-03, YELLOW RAPID DRY TRAFFIC
TTE-489G	TTE-489G,13655, YELLOW ALKYD GLOSS ENAMEL

# PERVO'S

## TRAFFIC PAINT



HEALTH	1
FLAMMABILITY	0
REACTIVITY	0
PERSONAL PROTECTION	X

THIS PRODUCT COMPLIES WITH  
SCAQMD 1113

### WARNING!

THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

### WARNING HARMFUL

AVOID BREATHING MIST. USE ONLY WITHIN LIMITS AND WITH PERSONAL PROTECTIVE EQUIPMENT AS PRESCRIBED BY OSHA (29CFR 1910.1025). WASH HANDS AND FACE BEFORE SMOKING. KEEP AWAY FROM FOOD OR RAW FOOD.

3125 RED

100% ACRYLIC CURB PAINT

111 GRAMS PER LITER V.O.C.

5 U.S. GALLONS

PERVO PAINT COMPANY • LOS ANGELES, CALIF. 90001



Do not apply when temperature is below 50°F.



MADE IN U.S.A.

EXHIBIT

EXHIBIT C

[Pervo Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Customers of Pervo Paint Co.

Subject: California Proposition 65 Warnings  
for Products Containing Toluene

\*\*\*\*\*

This letter is to advise you that the Pervo Paint Company products listed in Attachment A to this letter expose users of those products to TOLUENE and/or LEAD COMPOUNDS, substances known to the State of California to cause birth defects or other reproductive harm and cancer respectively. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") [and by Court Order], the purchasers and/or users of the products listed on Attachment A must be given clear and reasonable warning of toluene's reproductive toxicity.

Although Pervo Paint Co. has begun labelling the listed products with proper warnings, some products that were shipped prior to this change may still exist in the stream of commerce. Until the labelling change is completed, you must take certain actions to ensure that purchasers of the products receive Proposition 65 warnings.

You will be in compliance with Proposition 65 for the products listed on Attachment A if you affix the enclosed warning stickers to the products in the manner described below. The following materials will enable you to provide warnings in compliance with the law:

- (1) One hundred (100) Warning Stickers; and
- (2) A return postcard indicating that you have received the enclosed materials and will comply with the warning requirements of Proposition 65 for the listed products.

You should affix a warning sticker to the container, cap, label or package of each listed product which does not have a Proposition 65 warning on its label. The sticker must be affixed so that it is conspicuous and likely to be read by an ordinary individual under customary conditions of purchase.

Failure to provide a Proposition 65 warning for the listed products may subject you to legal action by various environmental groups or the California Attorney General, wherein monetary penalties of up to \$2,500 per violation could be sought.

Please return the enclosed postcard affirming your compliance with Proposition 65's warning requirements for the listed products. 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

EXHIBIT D

RETURN POSTCARD FROM CUSTOMERS

\* \* \* \*

The undersigned certifies that this distributor or retailer has received (a) the Important Legal Notice letter regarding Proposition 65 warning requirements, (b) the list of Pervo Paint Co. products requiring a warning, and (c) 100 warning stickers. The undersigned further certifies that this distributor or retailer will comply with Proposition 65 warning requirements by affixing the warning stickers provided to them in the manner directed.

\_\_\_\_\_  
[Name & Title]

\_\_\_\_\_  
[Distributor or Retail Store Name]

\_\_\_\_\_  
[Address]  
\_\_\_\_\_

Please send me \_\_\_\_\_ additional stickers.



**MATERIAL SAFETY DATA SHEET**

Emergency # 1-800-424-9300  
 Information# (213)-758-1147

PERVO PAINT COMPANY  
 6624 STANFORD AVE.  
 LOS ANGELES, CA. 90001  
 U. S. A.

Latest Revision Date...01/22/93  
 Print Date.....04/17/95

5940, WHITE R D TRAFFIC PAINT

**SECTION 1 PRODUCT IDENTIFICATION**

PRODUCT CODE..... 5940  
 PRODUCT NAME..... 5940, WHITE R D TRAFFIC PAINT  
 CHEMICAL FAMILY... SOLVENT BASE(1.1.1-TRI)  
 NFPA.....



HMIS RATING..... HEALTH: 2. FIRE: 3. REACTIVITY: 1. PERSONAL PROTECTION: R. (See Sect.# 8)

**SECTION 2 HAZARDOUS INGREDIENTS / HAZARD DATA**

CHEMICAL NAME(S)	CAS NUMBER	% WT	TLV-TWA	PEL	SEC.313
ALIPHATIC HYDROCARBONS	064742-89-8	3-4	300 PPM	500 PPM	No
METHANOL	67-56-1	<0.1	200 PPM	200 PPM	Yes
1,1,1-TRICHLOROETHANE(Ozone Depletar)	71-55-6	20-24	350 PPM	350 PPM	Yes
*TOLUENE	108-88-3	2-3	100 ppm	200 ppm	Yes
METHYL ETHYL KETONE	78-93-3	2-3	200ppm	200ppm	Yes
(+)CARBON TETRACHLORIDE(Ozone Depletar)	56-23-5	TRACE	5 PPM	10 PPM	Yes
(+)DIETHYLENE ETHER(1,4-DIOXANE*)	123-91-1	<0.5	25 PPM	100 PPM	Yes

THOSE INGREDIENTS MARKED BY A Dagger (+) ARE FOUND IN THE OSHA CARCINOGEN LISTS. BY A SINGLE ASTERISK(\*) ARE FOUND IN THE PROP 65 LIST

**SECTION 3 PHYSICAL DATA**

BOILING/MELTING POINT @760 mm Hg... 165° F  
 PH..... NA  
 VAPOR PRESSURE mm Hg @20° C..... 100  
 VAPOR DENSITY (Air = 1)..... 4.5  
 SPECIFIC GRAVITY OR BULK DENSITY... 1.7  
 SOLUBILITY IN WATER..... NEGLIGIBLE  
 EVAPORATION RATE (BuAc = 1)..... 3.79 (MAX.)  
 APPEARANCE..... WHITE VISCOUS LIQUID  
 ODOR..... IRRITATING ODOR  
 VOC (ex. water/exempt solvent)..... 250 GRAMS/LITER (2.08 lbs/gal)  
 VOC (in. water/exempt solvent)..... 528 grams/litar (4.40 lbs/gal)

**SECTION 4 FIRE AND EXPLOSION HAZARD DATA**

FLASH POINT °F (Test Method)..... 40. (Tag Closed Cup)  
 AUTOIGNITION TEMPERATURE..... Not Determined

**5940, WHITE R D TRAFFIC PAINT****SECTION 4****FIRE AND EXPLOSION HAZARD DATA**

CONT'D

FLAMMABILITY LIMITS IN AIR (% V)... Lower: 1.3, Upper: 11.5  
 EXTINGUISHING MEDIA..... Foam, Carbon Dioxide, Dry Chemical  
 SPECIAL FIRE FIGHTING PROCEDURES... Blank vapor with extinguishing media.  
 UNUSUAL FIRE & EXPLOSION HAZARDS... Flammable vapor can form explosive mixture with air. Corrosive vapor produced by thermal decomposition of chlorinated hydrocarbons.

**SECTION 5****HEALTH HAZARD DATA \* EFFECTS OF OVEREXPOSURE**

SKIN CONTACT.....Prolonged or repeated contact of product with skin may cause irritation.  
 EYE CONTACT.....Direct contact of product with eyes can cause irritation.  
 INHALATION.....Vapor or mist can cause headache, nausea, irritation of nose, throat and eyes. May produce Central Nervous System depression.  
 INGESTION.....Poisonous if swallowed. May result in vomiting. Aspiration of vomitus into lungs causes aspiration pneumonia.

**CHRONIC EFFECTS**

OF OVEREXPOSURE....May cause damage to the central nervous system, respiratory system, eyes and skin.

**TOXICOLOGICAL**

TEST DATA.....No results available.

**SECTION 6****EMERGENCY AND FIRST AID PROCEDURES**

SKIN.....Wash affected areas with water while removing contaminated clothing. Get immediate medical attention. Launder contaminated clothing before reuse.  
 EYES.....Flush eyes with generous amounts of water for at least 15 minutes. Get immediate medical attention.  
 INGESTION....If swallowed, DO NOT INDUCE VOMITING. Call a physician immediately. Never give fluids or induce vomiting if the victim is unconscious or having convulsions.  
 INHALATION...Move to fresh air. Aid in breathing, if necessary, and get immediate medical attention.

**SECTION 7****REACTIVITY DATA**

PRODUCT STABILITY..... Stable  
 Conditions to Avoid..... Keep away from heat, sparks or direct sunlight. Avoid using this product with equipment containing any aluminum or zinc components.  
 CHEMICAL INCOMPATIBILITY..... Strong oxidizing, reducing agents in conjunction with heat.  
 HAZARDOUS DECOMPOSITION PRODUCTS... Oxides of carbon, hydrochloric acid and very small amount of phosgene and chlorine  
 HAZARDOUS POLYMERIZATION..... Does not occur  
 Conditions to Avoid..... Heat, polymerization initiators.  
 CORROSIVE TO METAL..... aluminum and zinc  
 OXIDIZER..... no

**SECTION 8****SPECIAL PROTECTION INFORMATION**

RESPIRATORY PROTECTION.....NIOSH/MSHA approved organic vapor respirator when vapors are generated above the permissible limit.  
 VENTILATION.....Local exhaust to control to recommended P.E.L.  
 PROTECTIVE CLOTHING.....Gloves, coveralls, aprons, boots - as necessary to prevent skin contact.  
 EYE PROTECTION.....Chemical goggles.  
 OTHER PRECAUTIONS.....Shower after handling this product. Clean clothing should be worn daily. Eyewash fountains should be easily accessible.

**SECTION 9****ENVIRONMENTAL INFORMATION**

SPILL OR LEAK PROCEDURES...Spills should be contained, solidified and placed in a RCRA licensed facility.  
 WASTE DISPOSAL METHOD.....Incinerate in a RCRA licensed facility. Do not discharge into waterways or sewer systems without proper authorization.  
 CONTAINER DISPOSAL.....Empty containers with no residue at all may be landfilled at a licensed facility or for

5940, WHITE R D TRAFFIC PAINT

**SECTION 9**

**ENVIRONMENTAL INFORMATION**

CONT'D

recondition. Recommend crushing or other means to prevent unauthorized reuse. Other containers must be disposed of in a RCRA licensed facility.

PROPOSITION 65.....CALIFORNIA SAFE DRINKING & TOXIC ENFORCEMENT ACT of 1986-WARNING: Those ingredients marked by a SINGLE ASTERISK(\*), see Sec. 2, are chemicals known to the state of California to cause cancer and birth defects or other reproductive harm. Overexposure from this product may be prevented by following the Section 8 of MSDS.

**SECTION 10**

**SUPPLIER INFORMATION**

The information contained herein is based on the data available to us and is believed to be correct. However, PERVO makes no warranty, expressed or implied regarding the accuracy of these data or the results to obtained from the use thereof. PERVO assumes no responsibility for injury from the use of the product described herein.

094-04806