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7 Attorneys for Plaintiff  
8 AS YOU SOW

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE CITY AND COUNTY OF MARIN

FILED

FEB 15 1995

HOWARD HANSON  
MARIN COUNTY CLERK  
Dep

9 AS YOU SOW, a non-profit  
10 corporation,

11 Plaintiff

12 v.

13 PLASTIC PROCESS EQUIPMENT, INC.;  
14 and DOES 1 through 1000,

15 Defendants.

Case No.


162962

STIPULATION FOR ENTRY OF  
JUDGMENT

1  
2 IT IS HEREBY STIPULATED, by and between plaintiff As  
3 You Sow and defendant Plastic Process Equipment, Inc., through  
4 their 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.  
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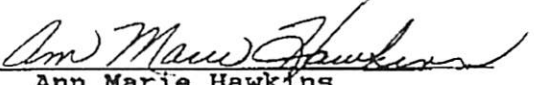
10 Dated: January 21, 1995

by:

  
Mark Todres  
Attorneys for Plaintiff  
AS YOU SOW

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12  
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14  
15 Dated: January \_\_, 1995

by:

  
Ann Marie Hawkins  
Attorney For Defendant  
PLASTIC PROCESS EQUIPMENT

SETTLEMENT AGREEMENT

On December 28, 1994 in San Francisco, California, As You Sow ("AYS") and Plastic Process Equipment, Inc. ("PPE") agreed to the following terms and conditions:

WHEREAS AYS is a non-for-profit public interest foundation dedicated to promoting consumer awareness, protecting the environment and improving human health; and

WHEREAS PPE is a company that currently distributes industrial products through an industrial products catalogue, some of which contain the chemicals toluene and/or perchloroethylene and/or trichloroethylene, and A list of these products which are covered by this Agreement is attached hereto as Exhibit A ("the Products"); and

WHEREAS 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 & Safety Code Section 25249.8; and

WHEREAS on April 1, 1988, perchloroethylene was officially listed by the State of California as a chemical known to cause cancer, pursuant to Health & Safety Code Section 25249.8; and

WHEREAS on April 1, 1988, trichloroethylene was officially listed by the State of California as a chemical known to cause cancer pursuant to Health and Safety Code, Section 25249.8; and

WHEREAS on October 28, 1994, AYS served PPE, and the appropriate enforcement agencies, with a document entitled "60-Day Notice" which provided PPE with notice that it was allegedly in violation of Health & Safety Code Section 25249.6 for failing to warn purchasers that certain products it sells in California expose users to toluene, a reproductive toxin.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PPE agrees that beginning immediately, none of the Products shall be shipped to or within California unless such product contains the following warning statement on its label:

"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

2. PPE agrees that beginning May 1, 1995, none of the Products, shall be shipped to or within California unless such product contains the following warning statements on its label:

For those products that contain both toluene and perchloroethylene and/or trichloroethylene:

"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

For those products that contain perchloroethylene and/or trichloroethylene:

"WARNING: This product contains chemicals known to the State of California to cause cancer."

For those products that contain only toluene:

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

These warning statements 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.

3. PPE agrees to contribute, upon execution of this Agreement, \$375 to AYS' Proposition 65 Investigation Fund to support the research of, and investigation into, California citizens' exposure to chemicals listed pursuant to Proposition 65. This payment is being made pursuant to Business & Professions Code Section 17203. Payment of this sum shall be made at the time this Agreement is executed.

4. In an effort to defray AYS' investigation fees and costs, expert fees and costs, reasonable attorney's fees, and any other costs incurred as a result of investigating and bringing this matter to PPE's attention and negotiating a settlement in the public interest, PPE shall pay AYS the reasonable sum of \$2,125.00.

5. AYS, by this Agreement, waives all rights to institute an action against PPE, its distributors or retailers which sell PPE's Products, whether under Proposition 65, Business & Profession Code Section 17200 et seq., or any other statute or common law claim based on PPE's failure to warn consumers about exposure to toluene or perchloroethylene or trichloroethylene from any of their Products.

6. PPE, 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 PPE.

7. The parties shall file a stipulated judgment to be approved pursuant to CCP Section 664.6 by the San Francisco Superior Court in accordance with the terms of this Agreement.

8. 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.

9. 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 attorney's fees.

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

11. All correspondence to AYS shall be mailed to:

Mark Todres, Esq.  
Chanler & Associates  
1700 Montgomery Street, 3rd Floor  
San Francisco, CA 94111

All correspondence to PPE shall be mailed to:

Edward Kuchar, Sr.  
Plastic Process Equipment, Inc.  
7950 Empire Parkway  
Macedonia, Ohio 44056

WITH COPIES TO:

Ann Marie Hawkins, Esq.  
Hawkins and Co., L.P.A.  
1240 Leader Building  
Cleveland, OH 44114-1490

12. Nothing in this Agreement shall be construed as an admission by PPE 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 PPE 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 PPE under this Agreement.

13. 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: *Benay*

As You Sow

Dated: 12/28/94

AGREED TO:

By: *Edward R. Kuchar*

Plastic Process Equipment, Inc.

Dated: 12-28-94

EXHIBIT A

Mold Cleaner

Silicone Mold Release

Paintable Mold Release

Econo Spray

1% EC Silicone

Paintable Mold Release

Non-Chlor. Mold Cleaner

Mold Cleaner

Metal Protector

1% Paintable Silicone

3 1/2 Silicone

Silicone

Super Silicone

Teflon Mold Release

Vydax

White Grease

Zinc Stearate