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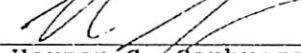
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

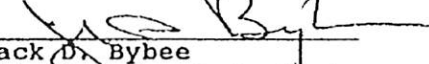
9 AS YOU SOW, a non-profit ) No. 968343  
10 organization, )  
11 Plaintiff, )

12 v. ) STIPULATION FOR  
13 ) ENTRY OF JUDGMENT

14 .SIMPSON COATINGS GROUP, INC., )  
and DOES 1 through 1000, )  
15 inclusive, )  
16 Defendants, )

17 IT IS HEREBY STIPULATED, by and between plaintiff As  
18 You Sow and defendant SIMPSON COATINGS GROUP INC. ("SIMPSON"),  
19 through their respective representatives, that judgment in the  
20 above-entitled action be entered in accordance with the terms  
21 of the settlement agreement between the parties, which is  
22 attached hereto as Attachment A.

23 Dated: May 25, 1995 by:   
24 Hernan G. Sanhueza  
25 Attorney for Plaintiff  
AS YOU SOW

26 Dated: May 25, 1995 by:   
27 Jack D. Bybee  
28 Attorney For Defendant  
SIMPSON COATING GROUP, INC.

STIPULATED SETTLEMENT AGREEMENT

On May 24, 1995 in San Francisco, California, As You Sow ("AYS") and The Simpson Coatings Group, Inc. ("Simpson"), agreed to the following terms and conditions:

**WHEREAS:**

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

Simpson is a company that currently distributes and sells paints, primers, lacquers, coatings, sealers, rust inhibitors and other special-purpose products, which contain the Proposition 65-listed chemicals toluene, lead and chromium; a list of the products which are covered by this Agreement is provided in Attachment A (the "Products"); and

On October 28, 1994, AYS served Simpson with a document entitled, 60-Day Notice, which provided Simpson with notice that it was allegedly in violation of Health & Safety Code §25249.6 (also referred to as "Proposition 65") for failing to warn individuals that certain products it distributes and sells in California expose users to certain carcinogens and/or reproductive toxins listed pursuant to Health & Safety Code §25249.8; and

On March 29, 1995, AYS filed and served a complaint against Simpson styled As You Sow v. Simpson Coatings Group, Inc. (San Francisco Superior Court No. 968343); and

On April 11, AYS served Simpson with a document entitled, supplemental 60-Day Notice, which provided Simpson with notice that it was allegedly in violation of Health & Safety Code §25249.6 (also referred to as "Proposition 65") for failing to warn individuals that certain products it distributes and sells in California expose users to lead, which is listed pursuant to Health & Safety Code §25249.8; and

On April 20, AYS served Simpson with a document entitled, supplemental 60-Day Notice, which provided Simpson with notice that it was allegedly in violation of Health & Safety Code §25249.6 (also referred to as "Proposition 65") for failing to warn individuals that certain products it distributes and sells in California expose users to chromium, which is listed pursuant to Health & Safety Code §25249.8; and

In order to avoid costly and time-consuming litigation, AYS and Simpson have agreed to settle all claims that have been brought or that could have been brought against Simpson for exposures to Proposition 65 listed chemicals from the Products. **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. As of August 31, 1995, Simpson agrees that it shall not ship (or cause to be shipped) for sale or use in the State of California, any of the Products, unless such products contain one of the following warning statements on its label:

- (a) For products containing a Proposition 65 chemical listed by the State of California as known to cause birth defects or other reproductive harm:

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

- (b) For products containing two or more Proposition 65 chemicals listed by the State of California as known to cause birth defects or other reproductive harm:

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

- (c) For products containing a Proposition 65 chemical 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."**

- (d) For products containing two or more Proposition 65 chemicals listed by the State of California as known to cause cancer:

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

- (e) For products containing both a Proposition 65 chemical listed by the State of California as known to cause cancer and a Proposition 65 chemical listed by the State of California as 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."**

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.

2. MSDS Revisions. Simpson agrees to initiate revisions to the Products' Material Safety Data Sheets ("MSDS") to add warnings consistent with the warnings outlined in ¶ 1(a) - (e) of this Agreement. These revisions shall be completed by Simpson by August 31, 1995.

3. Restitution and Costs. Simpson shall pay \$23,000 to AYS as follows: Simpson shall pay \$11,500 to AYS within twenty (20) days after the mutual execution this Agreement and the remaining \$11,500 to AYS upon entry of judgment in this matter.

- (a) The restitutionary component of this payment, which is made pursuant to Business & Professions Code §17203, shall be apportioned by AYS between Citizens for A Better Environment, and the Proposition 65 Investigation fund.
- (b) 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 Simpson's attention, and negotiating a settlement in the public interest.

4. Simpson Release. AYS, by this Agreement, waives all rights to institute an action against Simpson, its officers, directors, distributors or its customers, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim based on Simpson's failure to warn individuals about exposure to Proposition 65 chemicals from any of the of Products identified in Attachment A to this Agreement.

5. AYS Release. Simpson, 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 Simpson with respect to the Products listed on Attachment A to this Agreement.

6. Disputes Under This Agreement. 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.

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

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

9. Unenforceability. 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.

10. Counterparts. This document may be executed in counterparts with each copy considered an original.

11. All correspondence to AYS shall be mailed to its  
counsel:

Clifford A. Chanler, Esq.  
Chanler & Associates  
1700 Montgomery Street, Suite 110  
San Francisco, CA 94111

12. All correspondence to Simpson shall be mailed to:

The Simpson Coatings Group  
Care of Jack D. Bybee, Esq.  
1910 Olympic Boulevard, Suite 340  
Walnut Creek, CA 94596

13. Non-Admission. Nothing in this Settlement Agreement shall be construed as an admission by Simpson 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 Simpson 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 Simpson under this Settlement Agreement.

14. 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: \_\_\_\_\_

*Benay Sojo*  
As You Sow

Dated: \_\_\_\_\_

*5/24/95*

AGREED TO:

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

*William H. ...*  
The Simpson Coatings Group

Dated: \_\_\_\_\_

*5-16-95*

ATTACHMENT "A"

SIMPSON COATINGS GROUP, INC.

1. Products containing toluene

<u>Product #</u>	<u>Product Name</u>
101-029	Satin Black Silicon Alkyd Inhibo Rust
101-031	Red Oxide Inhibo Rust Primer
101-032	Grey Inhibo Rust Primer
101-034	Yellow Inhibo Rust Primer
101-035	Green Inhibo Rust Primer
101-036	Wrought Iron White Inhibo Rust Primer
101-037	Wrought Iron Black Inhibo Rust Primer
101-105	Quick Dry Gloss White Inhibo Rust
101-107	Quick Dry Gloss Black Inhibo Rust
101-127	Semi Gloss Black Inhibo Rust
102-011	White Lacquer Undercoat
102-012	White High Build Lacquer Undercoat
102-021	Gloss White Lacquer
102-022	Gloss Black Lacquer
102-023	Semi-Gloss White Lacquer
102-024	Semi-Gloss Black Lacquer
102-025	Flat White Lacquer
102-026	Flat Black Lacquer
102-027	Satin White Lacquer
102-111	Mar Proof Lacquer Sanding Sealer
102-112	Mar Proof Gloss Lacquer
102-113	Mar Proof Semi Gloss Lacquer
102-114	Mar Proof Flat Lacquer
102-117	Mar Proof Satin Lacquer
102-121	Extra Pale Hi Solids Gloss Lacquer
102-122	Extra Pale Hi Solids Lacquer Sanding Sealer
102-123	Extra Pale Hi Solids Semi Gloss Lacquer



## ATTACHMENT "A"

SIMPSON COATINGS GROUP, INC.

## 1. Products containing toluene (continued)

<u>Product #</u>	<u>Product Name</u>
102-124	Extra Pale Hi Solids Flat Lacquer
102-127	Extra Pale Hi Solids Satin Lacquer
102-131	Water White Gloss Lacquer
102-132	Water White Lacquer Sanding Sealer
102-133	Water White Semi Gloss Lacquer
102-134	Water White Flat Lacquer
102-137	Water White Satin Lacquer
102-138	Water White Eggshell Lacquer
102-141	Alkyd Gloss Lacquer
102-142	Alkyd Lacquer Sanding Sealer
102-143	Alkyd Semi Gloss Lacquer
102-144	Alkyd Flat Lacquer
102-176	White Lacquer Undercoat
102-192	Precatalyzed Gloss Lacquer
102-193	Precatalyzed Semi Gloss Lacquer
102-194	Precatalyzed Flat Lacquer
102-197	Precatalyzed Satin Lacquer
102-301	Contractors Gloss Lacquer
102-302	Contractors Lacquer Sanding Sealer
102-303	Contractors Semi Gloss Lacquer
102-304	Contractors Flat Lacquer
102-307	Contractors Satin Lacquer
102-308	Contractors White Lacquer Undercoat
1021-10	Hi Solids Gloss White Lacquer
1023-11	Hi Solids Semi Gloss White Lacquer
1025-10	Hi Solids Flat White Lacquer
4669-67	Hi Solids Lacquer Sanding Sealer
4676-12	Hi Solids Semi Gloss Lacquer
4700-13	Hi Solids Satin Lacquer
4700-14	Hi Solids Flat Lacquer
4731-26	Hi Solids Gloss Lacquer
105-011	Clear Dysothane Part A
105-012	Skipper White Dysothane Part A
105-013	Cruiser Red Dysothane Part A
105-014	Cabin Yellow Dysothane Part A
105-018	Jet Black Dysothane Part A
105-019	Tile Red Dysothane Part A

ATTACHMENT "A"

SIMPSON COATINGS GROUP, INC.

1. Products containing toluene (continued)

<u>Product #</u>	<u>Product Name</u>
114-150	Clear Base Woodtone Quick Dry Sealer
114-154	Aspen White Woodtone Quick Dry Sealer
114-159	Snow White Woodtone Quick Dry Sealer
114-170	Clear Base Lacquer Stain
114-175	Extra Pale Base Woodtone Quick Dry Sealer
1013-88	Lacquer Thinner
301-014	Toluol
309-012	Utility Lacquer Thinner
309-013	Medium Flow Lacquer Thinner
309-014	Epoxy Spray Thinner
309-015	Non Lift Lacquer Thinner
309-016	Automotive Lacquer Thinner
309-017	Brushing Lacquer Thinner
309-018	Acrylic Lacquer Thinner
309-019	Retarded Lacquer Thinner
309-026	Dysothane Thinner
309-027	Inhibo Rust Spray Thinner
309-059	Fast Lacquer Thinner

## 2. Products Containing Lead and/or Chromium

<u>Product #</u>	<u>Product Name</u> _____
101-012	Visibility Yellow Inhibo Rust
101-013	Caterpillar Yellow Inhibo Rust
101-018	Equipment Orange Inhibo Rust
101-019	Fire Engine Red Inhibo Rust
101-020	Toluidine Red Inhibo Rust
101-024	John Deere Green Inhibo Rust
101-026	Dark Green Inhibo Rust
101-030	Light Yellow Inhibo Rust
101-034	Yellow Inhibo Rust Primer
101-035	Green Inhibo Rust Primer
104-012	Cruiser Red Cordurite Part A
104-013	Cabin Yellow Cordurite Part A
104-016	Deck Gray Cordurite Part A
104-021A	Zinc Chromate Epoxy Primer Part A
105-013	Cruiser Red Dysothane Part A
105-014	Cabin Yellow Dysothane Part A
108-169	EV-R-ON Tenus Court - Green
108-263	Red Hi Gloss Latex Traffic Paint
108-264	Green Hi Gloss Latex Traffic Paint
108-274	Jet Dry Yellow Traffic Line Paint
108-275	Jet Dry Red Traffic Line Paint
108-278	Jet Dry Green Latex Traffic Paint
118-013	Caterpillar Yellow Water Base Industrial Enamel
118-018	Equipment Orange Water Base Industrial Enamel
118-019	Fire Engine Red Water Base Industrial Enamel
118-020	Toluidine Red Water Base Industrial Enamel
118-021	Safety Blue Water Base Industrial Enamel
118-023	Light Green Water Base Industrial Enamel
118-024	John Deere Green Water Base Industrial Enamel
118-026	Dark Green Water Base Industrial Enamel