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Eric S. Somers, State Bar No. 139050
2 CHANLER & SOMERS
Suite 110
3 1700 Montgomery Street
San Francisco, CA 94111
4 Tel: (415) 391-1122
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5

FILED

NOV 22 1995

HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy *PL*

6 Attorneys for Plaintiff
AS YOU SOW
7

8 SUPERIOR COURT OF CALIFORNIA
9 IN AND FOR THE COUNTY OF MARIN

10
11 AS YOU SOW, a non-profit)
corporation,)
12)
Plaintiff)
13)
v.)
14)
STAR FINISHING PRODUCTS, INC., a)
15 corporation, and DOES 1 through)
1000,)
16)
Defendants.)
17)

Case No. 164355


STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION

18
19
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21
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ENTERED

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


7
8
9 Dated: November 15, 1995

by:


Eric S. Somers
Attorneys for Plaintiff
AS YOU SOW

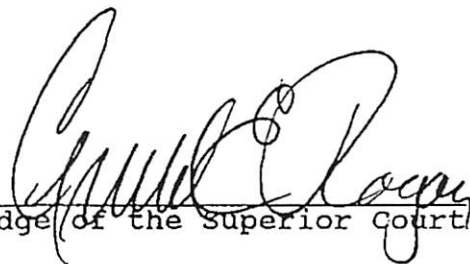
10
11
12
13 Dated: November 10, 1995

by:


Daniel E. Wax
Attorneys for Defendant
Star Finishing Products, Inc.

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15
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17 IT IS HEREBY ORDERED that judgment be entered in
18 accordance with the terms of the stipulation between the
19 parties.

20
21
22 Dated: November 22, 1995


Judge of the Superior Court

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between **As You Sow**, a California nonprofit corporation ("AYS") and **Star Finishing Products, Inc.**, located at 360 Shore Drive, Hinsdale, Illinois ("STAR"), as of November 6, 1995 (the "Effective Date").

WHEREAS:

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

STAR manufactures and distributes various products in the State of California that contain toluene, a chemical listed as a reproductive toxin pursuant to Proposition 65; and

A list of the products containing toluene which are covered by this Agreement is provided in Exhibit "A" (the "Products"); and

The Products have been distributed and sold by STAR for use in California since January 1, 1992; and

On February 9, 1995, AYS first served STAR and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided STAR and such public enforcers with notice that STAR 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 a Proposition 65-listed chemical; and

On June 15, 1995, AYS filed a complaint entitled As You Sow v. Star Finishes, et al., and on July 10, 1995, AYS filed a first amended complaint entitled As You Sow v. Star Finishing Products, Inc. et al., (No. 164355), in the Marin County Superior Court, naming STAR 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 STAR products.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Product Warning.** STAR agrees that within thirty (30) days from the date this Agreement is executed, it shall send a letter, in the form of the letter attached hereto as Exhibit B, to distributors that STAR knows or has reason to believe use, sell or distribute the Products in California in an effort to ensure that users of the Products receive a Proposition 65

warning. Such letters shall include a reasonably sufficient number of warning signs (considering the size of each distributor and the amount of products each distributor has ordered), a letter of instruction for the placement of the warning signs in the workplace to be sent by distributors to their customers, and a Notice and Acknowledgment postcard (copies of such letters and postcards are attached hereto as Exhibits "B" and "C"). The warning signs shall include the following warning language:

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

The warning sign 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. A sample of this sign is attached hereto as Exhibit "D".

2. **Restitution and Costs.** STAR agrees to pay \$34,500 to AYS upon entry of a stipulated judgment by the Court pursuant to Section nine (9) of this Agreement. The restitutionary component of this payment, which is made pursuant to Business & Professions Code §17203, shall be made to the AYS Proposition 65 Investigation Fund. The Investigation Fund supports research and investigation regarding the exposure of California citizens to chemicals listed pursuant to Proposition 65. 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 STAR's attention, litigating and negotiating a settlement in the public interest.

3. **Penalty.** Pursuant to Health & Safety Code §25249.7(b), STAR shall pay a civil penalty in two installments as follows:

- (a) The first installment of \$7,500, shall be due upon entry of a stipulated judgment by the Court pursuant to Section nine (9) of this Agreement.
- (b) The second installment of \$12,500, shall be due one year from the Effective Date. The second installment shall be waived upon written certification from an authorized officer of STAR, that STAR has allocated an additional \$25,000 over its actual 1995 budget for research and development on reformulation of its products to eliminate toxic ingredients, particularly chemicals listed pursuant to Proposition 65.

4. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against STAR, its distributors or customers, whether under Proposition 65 or Business & Profession

Code §§17200 et seq. based on STAR's failure to warn about exposure to Proposition 65 listed chemicals contained in any of the Products manufactured on or prior to the date of this Agreement.

5. STAR Release. STAR, 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 STAR on or prior to the date of this Agreement.

6. MSDS Revisions. STAR shall ensure that the Material Safety Data Sheets ("MSDS") for each of the Products contains a warning that will be consistent in wording with the warning language required by Section 1. Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before January 1, 1996.

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

7.1. STAR represents and warrants as follows:

7.1.1. Each of the Products listed in Exhibit "A" contains a substance known to the state of California to cause birth defects or other reproductive toxicity, and that STAR has no analytical, risk assessment, or other data indicating that an exposure to any Products listed in Exhibit "A" will have "no observable effect" as such standard is defined under Health & Safety Code §25249.10(c).

7.1.2. In the event that STAR obtains analytical, risk assessment, or other data that shows that an exposure to any Products listed in Exhibit "A" will have "no observable effect" as such standard is defined under Health & Safety Code §25249.10(c), STAR shall provide AYS with ninety (90) days prior written notice of its intent to limit or eliminate the warning provisions under Section 1 and shall provide AYS with all such supporting data. Within thirty (30) days of receipt of STAR's exposure data, AYS shall provide STAR with written notice of its desire to challenge the data (in the event that AYS chooses to make such a challenge), and AYS and STAR shall negotiate in good faith to attempt to reach a settlement. In the event that no settlement is reached within thirty (30) days of mailing by AYS of such notice to challenge, AYS and STAR agree to submit such challenge to binding arbitration, with an arbitrator acceptable to both parties. The prevailing party shall be entitled to reasonable attorneys' fees and costs associated with such an arbitration. If AYS does not challenge STAR's notice or the arbitrator determines that no warning is required for a particular Product or Products, STAR shall no longer be required

to provide the warning described in Section 1 of this Agreement for those Products.

7.1.3. STAR understands that the sales data provided to AYS by STAR in a letter from James L. Lucari, of Holleb & Coff (STAR's former counsel) dated July 14, 1995 was a material factor upon which AYS has relied to determine the amount of penalties and restitution in Sections two (2) and three (3) of this agreement. The sales data provided in the above-referenced letter is true and accurate. STAR acknowledges that in the event that AYS finds that such sales data is materially inaccurate, all other parts of this Agreement notwithstanding, AYS will have the right to rescind this Agreement and re-institute an enforcement action against STAR. In such case, all applicable periods of limitation shall be deemed tolled for the period between June 15, 1995 and the date AYS notifies STAR that it is rescinding this Agreement pursuant to this Section.

8. **Change In Law.** In the event that any law, rule regulation or final decision of any legislative, judicial or executive body with jurisdiction becomes effective or is entered, which renders the warning agreed to under Section one (1) of this Agreement unnecessary or inappropriate to comply with applicable laws, STAR, at its option, may cease placing the warning required under Section one (1) on its signs and MSDSs; provided, however, that STAR shall continue to provide any warnings that continue to be required under other applicable laws, rules and regulations. STAR shall provide AYS thirty (30) days prior written notice of its intent to so limit the warning provisions under Section one (1) of this Agreement and shall provide AYS with a written explanation for the basis of its contention that any new or revised law, rule, regulation or final decision limits or otherwise renders inapplicable the warning provisions of Proposition 65. Notwithstanding the terms of this Section, AYS shall not be required under any circumstances to refund or return any amount paid pursuant to Sections two (2) and three (3) of this Agreement.

9. **Stipulated Judgment.** The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the Marin Superior Court in accordance with the terms of this agreement.

10. **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.

11. **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.

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

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

Eric S. Somers, Esq.
Chanler & Somers
1700 Montgomery Street
Suite 110
San Francisco, CA 94111

All correspondence to STAR shall be mailed to:


Stanley W. Landfair, Esq.
McKenna & Cuneo
444 South Flower Street, 8th Floor
Los Angeles, CA 90071-2909

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

15. **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:

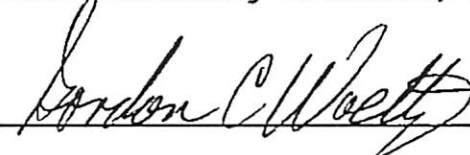
AS YOU SOW



LISA S. WIGGINS
Printed Name

AGREED TO:

Star Finishing Products, Inc.



GORDON C WOELTJE
Printed Name

EXHIBIT A
[Product List]

EXHIBIT A

10 Off White Bleachtone	W-40 Lacquer Thinner
1220 Crackle Lacquer Base	W-50 Deodorized Lacquer Thinner
126 Lacquer Sealer Heavy Body	#1 Sil Flo
1500 WW Gloss LAC Silv Label	#2 Sil Flo Concentrate
1501 WW Semi-GL Silv Label	20 Burnt Umber Conc LAC Tint
1510 WW LAC Sealer Silv Label	21 Burnt Sienna Conc LAC Tint
1615 White Primer and Surfacer	22 Raw Umber Conc LAC Tint
1625 Hvy Dty Primer Surfacer	23 Raw Sienna Conc LAC Tint
1704 Semi Gloss White Lacquer	24 Van Dyke Brn Conc LAC Tint
1900 Gloss White Lacquer	25 Yellow Ochre Conc LAC Tint
1902 Gloss Black Lacquer	31 Yellow Conc LAC Tint
1919 Gloss Red Lacquer	32 Med Chrome Yellow LAC Tint
1922 Gloss Blue Lacquer	33 Ferrite Yellow LAC Tint
1923 Gloss Brown Lacquer	34 Orange Conc LAC Tint
1924 Gloss Green Lacquer	35 Lithol Red Conc LAC Tint
SV200 Gloss Star-VAR	36 Iron Oxide Conc LAC Tint
2000 Gloss Lacquer Gold Label	37 Iron Blue Conc LAC Tint
2050 LAC Sealer Gold Label	38 White Conc LAC Tint
RS50 Redi-Shoot WW Sealer	39 Black Conc LAC Tint
2500 WW Gloss LAC Gold Label	40 Green Conc LAC Tint
RS70 Gloss WW Redi-Shoot	#1 NU Glo Scratch Remover Dark
RS71 Semi-Gloss WW Redi Shoot	#2 NU Glo Scratch Remover NAT
299 Clear Gloss Lacquer	#2 Remover Semi-Paste
Urethane-Lacquer No. 300 Gloss	#3 Remover
Urethane-Lacquer No. 301 Satin	#4 Wax Free Liquid Remover
34 WW Lacquer Sealer	#1 Fast Dry Touch-Up 1/2 oz. Light Walnut
5 Pure White Bleachtone	#10 Fast Dry Touch-up 1/2 oz. Black
501 Cab/Acrylic Clear Satin	#11 Fast Dry Touch-Up 1/2 oz.
600 Clear Gloss Lacquer	Almond/Eggshell
601 Semi-Gloss Licquer	#12 Fast Dry Touch-Up 1/2 oz. White
602 Flat Lacquer	#15 Fast Dry Touch-Up 1/2 oz. Clear
6959 Flattening Compound	#16 Fast Dry Touch-Up 1/2 Oz. Water
80 Light Tan Bleachtone	White Clear
800 Gloss Water White Lacquer	#2 Fast Dry Touch-Up 1/2 oz. Med.
801 Semi-Gloss Water White LAC	Walnut/Fruitwood
802 Flat Water White Lacquer	2 Minute Clear Touch-Up
900 Gloss Catalytic Lacquer	Solvent for 2 Minute Touch-Up
901 Satin Catalytic Lacquer	#3 Fast Dry Touch-Up 1/2 oz. Dark
2075 LAC Thinner Gold Label	Walnut/Van Dyke
SV210 Star-VAR Reducer	

#4 Fast Dry Touch-Up 1/2 oz. Red Mahogany/Cherry
#5 Fast Dry Touch-Up 1/2 oz. Brown Mahogany
#6 Fast Dry Touch-Up 1/2 oz. Colonial Maple
#7 Fast Dry Touch-Up 1/2 oz. Natural-Light/Oak-Maple
#8 Fast Dry Touch-Up 1/2 oz Medium Oak/Old English
#9 Fast Dry Touch-Up 1/2 oz. Dark Oak Pro-Mark Introductory Special
PM-1 Extra DK Walnut Pro-Mark
PM-2 Dk Walnut Pro-Mark
PM-3 Univeral Walnut Pro-Mark
PM-4 Medium Walnut Pro-Mark
PM-5 Light Walnut Pro-Mark
PM-6 Cherry Pro-Mark
PM-8 Perfect Brown Pro-Mark
PM-9 Deep Cordovan Pro-Mark
PM-10 Mahogany Pro-Mark
PM-11 Raw Umber Pro-Mark
PM-13 Pecan Pro-Mark
PM-14 Black Pro-Mark
PM-15 Extra Dark Oak Pro-Mark
PM-16 Dark Oak Pro-Mark
PM-17 Medium Oak Pro-Mark
PM-18 Light Oak Pro-Mark
PM-19 Red Oak Pro-Mark
PM-21 Lt Golden Oak Pro-Mark
PM-22 Natural Pro-Mark
PM-23 Golden Maple Pro-Mark
PM-24 Ch Fruitwood Pro-Mark
PM-25 Deep Raw Umber Pro-Mark
PM-26 Lt Oak (Green) Pro-Mark
PM-27 Van Dyke Brown Pro-Mark
01 Dark Walnut T-U Markers
03 Medium Brown T-U Markers
04 Extra Dk. Walnut T-U Markers
05 Extra Dark Oak T-U Markers
06 Light Walnut T-U Markers
07 Spice Maple T-U Markers
08 Black T-U Markers
09 Pure White T-U Markers
10 Golden Oak T-U Markers

11 Perfect Brown T-U Markers
12 Medium Oak T-U Markers
15 Light Pine T-U Markers
16 Statesman T-U Markers
17 Oil walnut Flat T-U Markers
18 Charter Oak T-U Markers
201 Ex Dk Walnut Pro-Mark Plus
21 New Amer Walnut T-U Markers
216 Dark Oak Pro-Mark Plus
217 Medium Oak Pro-Mark Plus
22 Brown Mahogany T-U Markers
23 Cherry Fruitwood T-U Markers
24 Pecan T-U Markers
25 Tavern Pine T-U Markers
27 Champagne Frost T-U Markers
299 Pro-Mark Plus Asst.
30 Raw Umber T-U Markers
31 Hunter Green T-U Markers
34 Light Oak T-U Markers
35 Cherry Mahogany T-U Markers
36 Pickle/Frost T-U Markers
37 Natural T-U Markers
38 Almond T-U Markers
39 Honey Pine T-U Markers
40 Hi-Gloss Black T-U Markers
41 Hi-Gloss White T-U Markers
42 Flat White T-U Markers
43 Light Gray T-U Markers
44 Medium Gray T-U Markers
45 Cordovan Mahog T-U Markers
46 Univ Cherry T-U Markers
47 Nutmeg T-U Markers
61 Natural Background T-U Markers
62 Lt. Oak Background T-U Markers
63 Med Oak Background T-U Markers
64 Lt. Walnut Background T-U Markers
65 Walnut Background T-U Markers
66 DK Walnut Background T-U Markers
67 Mahogany Background T-U Markers
68 Black Background T-U Markers
TU-1 Walnut TU Marker Asst
TU-3 Oak TU Marker Asst
TU-6 Finishers Choice TUM Asst
TU-10 Deluxe TU Marker Asst
Special Touch-Up Marker

VT-1 Clear Gloss
VT-10 Med Oak/Tavern Pine
VT-11 Red Mahogany/Cherry
VT-12 Dk Walnut/Van Dyke Brn
VT-13 Lt. Oak/Natural
1300 Black Distresso Spray
1301 Brown Distresso, Spray
VT-14 Universal/Walnut
1400 Gloss Black Spry-LAC
1401 Gloss White Spry-LAC
1402 Flat Black Spry-LAC
1403 Flat White Spry-LAC
1404 Colonial Maple Spry-LAC
1409 Walnut Toner Spry-LAC
1411 Rock Maple Spry-LAC
1412 Mahogany Toner Spry-LAC
1413 Med Brn Walnut Spry-LAC
1415 Ex. Dark Walnut Spry-LAC
1416 Brown Mahogany Spry-LAC
1417 Cherry Fruitwood Spry-LAC
1419 Spice Maple Spry-LAC
1421 Antique Maple Spry-LAC
1422 Antique White Spry-LAC
1423 Van Dyke Brown Spry-LAC
1427 Champagne Frost Spry-LAC
1428 Light Pecan Spry-LAC
1429 Dark Pecan Spry-LAC
1430 Fiddletone Cherry
1431 Black Primer Spry-LAC
1432 White Primer Spry-LAC
1433 Semi-Gloss Black Spry-LAC
1434 Raw Umber Spry-LAC
1435 Burnt Umber Spry-LAC
1437 Burnt Sienna Spry-LAC
1438 Lt Antique Ivory Spry-LAC
1440 Gloss Leveling Spry-LAC
1441 Sm-Gls Leveling Spry-LAC
1442 Flat Leveling Spry-LAC
1444 Antique Gold Spry-LAC
1447 Semi-Gloss White Spry-LAC
1450 Md Rd Mahogany Shad Spry-LAC
1460 Bright Gold Spry-LAC
1470 Gloss Spry-LAC
1471 Semi-Gloss Spry-LAC
1473 Dead Flat Spry-LAC

1474 Clear Satin Spry-LAC
1475 Sim Oil Finish Spry-LAC
1483 Blue Block-Out Spry-LAC
1484 Orange Block-Out Spry-LAC
1485 Green Block-Out Spry-LAC
1487 Amber Tone-Up Spry-LAC
1488 Yellow Tone-Up Spry-LAC
1489 Heavy Body Sealer
1490 Sanding Sealer Spry-LAC
1491 Blush Eliminator Leveler
1492 Burn In Sheen Protector
VT-15 Heavy Body Sealer
1500 Appliance White Spry-LAC
1504 AM Wal Blender Spry-LAC
1505 Md Dk Wal Blender Spry-LAC
1506 Provincial White Spry-LAC
1515 Tavern Pine Spry-LAC
1516 Light Pine Spry-LAC
1521 Statesman Oak Spry-LAC
1522 Honey Pine Spry-LAC
1523 Charter Oak Spry-LAC
1524 Homestead White Spry-LAC
1528 Piano Gold Spry-LAC
1530 Georgian Cherry Spry-LAC
1531 Hunter Green Spry-LAC
1532 Mission Oak Spry-LAC
1533 Ind. Sq. Cherry Spry-LAC
1534 Parchment Spry-LAC
1536 Ex. Dk. Brn Shade Spry-LAC
1537 Md. Dk. Brn Shade Spry-LAC
1538 Golden Oak Spry-LAC
1539 Trans Whitewash Spry-LAC
1540 Pickle/Frost Spry-LAC
1550 Super Hi-Gloss Clear
1551 Super Hi-Gloss Black
1552 Brass Finish Clear Spray
1553 Gloss Flow-Out Blender
1558 Clr Flat Flow-Out Blender
1560 Clr GLS Acrylic Spray-LAC
1561 Clear Sat Acryc Spry-LAC
1562 Almond Spry-LAC
1565 Cordovan Mahogany Spray
1567 Scratch Remover Dark
1568 Scratch Remover Natural
1570 Light Tank Background

1571 Lt Golden Tan Background
1572 Lt Reddish Tan Background
1573 Medium Tan Background
1574 Medium Golden Tan Background
1575 Med Reddish Tan Background
1576 Med Brown Background
1577 Natural Background
VT-16 Natural Cherry
1600 Gloss Final Finish
1601 Satin Final Finish
1602 Flat Final Finish
1605 Final Finish Sealer
VT-17 Mahogany / Natural Honduras
1750 Spray Adhesive
VT-18 Extra Dark Walnut
VT-19 Spice Maple
VT-2 Clear Semi-Gloss
VT-20 Heavy Body Gloss
VT-21 Heavy Body Semi-Gloss
VT-22 Heavy Body Flat
VT-23 Medium Oak
VT-24 Red Oak
VT-25 Ash/Natural Oak
VT-26 Light Pecan
VT-3 Clear Flat
VT-30 Urethane - LAC Gloss
VT-31 Urethane-LAC Semi-Gloss
VT-33 Clear Dead Flat
VT-4 Sanding Sealer
VT-5 Oak / Dark
VT-6 Walnut / Med Brown
VT-7 Pecan / Medium
VT-8 Fruitwood/Teak/Lt Walnut
384 Stain-N-Tone Golden Oak
386 Stain-N-Tone White
387 Stain-N-Tone Black
388 Stain-N-Tone Cordovan Mahogany
390 Stain-N-Tone Oak/Dark
391 Stain-N-Tone Walnut/Medium Brown
393 Stain-N-Tone Fruitwood/Teak/Lt
Walnut
394 Stain-N-Tone Maple/Colonial
395 Stain-N-Tone Pine/Tavern
396 Stain-N-Tone Mahogany/Cherry

397 Stain-N-Tone Walnut/DK Van Dyke
Brown
398 Stain-N-Tone Light/Natural
60 Dk Walnut Pent Oil Stain
61 Brn Mahg Pent Oil Stain
63 Golden Oak Pent Oil Stain
64 Lt Oak Pent Oil Stain
65 Med Oak Pent Oil Stain
66 Dark Oak Pent Oil Stain
67 Light Walnut Pent Oil Stain
68 Dk Red Mahg Pent Oil Stain
69 Deep Cordovan Pent Oil Stain
Upholstery Cleaner-Non-flammable
1494 Spray - Lube Dry Lubricant
1495 Flat Easy Sand Sealer
1496 Silicon Lube
1497 Spray Drawer Lube

EXHIBIT B

[STAR Letterhead]

IMPORTANT LEGAL NOTICE

Date:
Attention: Distributors of Star Finishing Products
Subject: California Proposition 65 Warnings

This letter is to advise you that the Star Finishing Products, Inc. ("STAR") products listed in Attachment A to this letter expose users of those products to toluene, a chemical known to the State of California to cause 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 Attachment A must be given clear and reasonable warning that a particular product contains a reproductive toxin.

You must take certain actions to ensure that purchasers of the products receive Proposition 65 warnings. To comply with this mandatory warning requirement, you must send the attached letter and an appropriate number of warning signs (based on the number of and amount of each product purchased) to each purchaser of the Star products listed on Attachment A. In addition, the warnings should be kept on file with Material Safety Data Sheets for each of these products, and be made available for inspection at all times by your employees and customers.

Failure to provide a Proposition 65 warning for the listed products may subject you to legal action by the California Attorney General or various public interest groups, wherein significant monetary penalties 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.

Sincerely,

Title

RETURN POSTCARD FROM DISTRIBUTORS

* * * *

The undersigned certifies that this distributor of Star Finishing Products, Inc. has received (a) the Important Legal Notice letter regarding Proposition 65 warning requirements, (b) the list of Star Finishing Products, Inc. products requiring a warning, (c) the exemplary letter of instruction to customers purchasing the Star Finishing Products, Inc. products requiring a warning, and (d) the exemplary warning language and instructions for placement of warning signs to be sent to such customers. The undersigned further certifies that this distributor will comply with Proposition 65 warning requirements by sending the warning materials and accompanying letter to purchasers of the products that require Proposition 65 warnings.

[Name & Title]

[Company]

[Address]

EXHIBIT C

[STAR Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Customers of Star Finishing Products, Inc.

Subject: California Proposition 65 Warnings

This letter is to advise you that the Star Finishing Products, Inc. ("STAR") products listed on the warning signs attached to this letter may expose users of those products to toluene, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the users of the products listed on the warning signs must be given clear and reasonable warning that a particular product contains a reproductive toxin.

To comply with this mandatory warning requirement, you **must** post the enclosed warning signs, in conspicuous locations where the products are stored and used and where the warning signs are likely to be seen and understood by those persons who use STAR products. In addition, the warnings should be kept on file with Material Safety Data Sheets for each of the STAR products, and be made available for inspection at all times by your employees and others who come into contact with such products.

Failure to provide the Proposition 65 warning for the STAR products to each person who uses the products may subject you to legal action by the California Attorney General or various public interest groups, wherein significant monetary penalties could be sought.

You should 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.

Sincerely,

Title

RETURN POSTCARD FROM CUSTOMERS

* * * *

The undersigned certifies that this customer of Star Finishing Products, Inc. has received (a) the Important Legal Notice letter regarding Proposition 65 warning requirements, and (b) the appropriate warning sign listing each Star product purchased by the undersigned. The undersigned further certifies that it will comply with Proposition 65 warning requirements by posting the sign in conspicuous locations where it is likely to be seen by those persons who use Star products.

[Name & Title]

[Company]

[Address]

EXHIBIT D
[Sample Warning Sign]

WARNING

THE FOLLOWING STAR FINISHING PRODUCTS, INC. PRODUCTS CONTAIN TOLUENE, A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

STAR PRO-MARK TOUCH-UP MARKERS
STAR PRO-MARK PLUS TOUCH-UP MARKERS
STAR BLUE LABEL TOUCH-UP MARKERS
STAR BACKGROUND COLOR TOUCH-UP MARKERS

STAR SPRAY-LAC AEROSOL TOUCH-UPS
STAR CLASSIC AEROSOL TOUCH-UPS

STAR CLEAR SEALERS AND LACQUER TOPCOATS
STAR COLORED LACQUERS
STAR PRIMERS AND SPECIALTY FINISHES
STAR LACQUER REDUCERS AND ADDITIVES
STAR STAIN-N-TONES
STAR PENETRATING OIL STAINS

STAR NU-GLO SCRATCH REMOVERS
STAR FINISH REMOVERS
STAR FAST DRY TOUCH-UPS
STAR TWO MINUTE TOUCH-UP AND SOLVENT

STAR FINISHING PRODUCTS, INC.
360 SHORE DRIVE
HINSDALE IL 60521