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9 AS YOU SOW

FILED

AUG 23 1995

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy
J. Steele

10 SUPERIOR COURT OF CALIFORNIA
11 IN AND FOR THE COUNTY OF MARIN

12 AS YOU SOW, a non-profit)
13 corporation,)
14 Plaintiff)
15 v.)
16 UNITED GILSONITE LABORATORIES,)
17 and DOES 1 through 1000,)
18 Defendants.)
19 _____)
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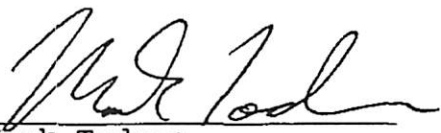
Case No. 162034


STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION

ENTERED

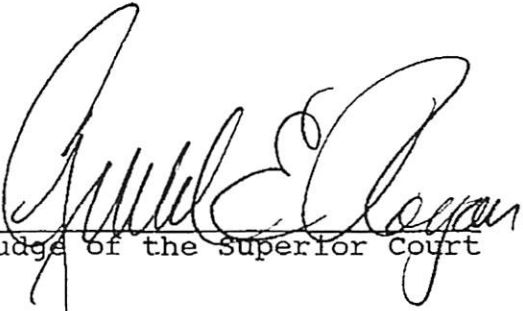
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IT IS HEREBY STIPULATED, by and between plaintiff As
You Sow and defendant United Gilsonite Laboratories, through
their respective representatives, that judgment in the above-
entitled action be entered in accordance with the terms of the
settlement agreement between the parties, which is attached
hereto as Exhibit A.

Dated: August 16, 1995 by: 
Mark Todres
Attorneys for Plaintiff
AS YOU SOW

Dated: August 15, 1995 by: 
Jeffrey B. Margulies
Attorneys for Defendant
UNITED GILSONITE
LABORATORIES

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

Dated: August 22, 1995 
Judge of the Superior Court

SETTLEMENT AGREEMENT

On July __, 1995 in San Francisco, California, As You Sow ("AYS") and United Gilsonite Laboratories ("UGL") 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

UGL is an Pennsylvania company that has been manufacturing and distributing, for sale and/or use in California, paints, primers, enamels, lacquers, refinishers, adhesives, cleaners, additives, and other special-purpose products containing carcinogens and reproductive toxins listed pursuant to Proposition 65; and

Beginning August 25, 1994, AYS served UGL with documents entitled "60-Day Notice" which provided UGL with notice that it was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers and users that the products distributed for sale and/or use in California expose users to Proposition 65-listed chemicals; and

On November 28, 1994, AYS filed a complaint entitled As You Sow v. United Gilsonite Laboratories, et al. (No. 162034) in the Marin Superior Court, naming UGL 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-listed contained in certain UGL products; and

A list of the products containing Proposition 65-listed chemicals which are covered by this Agreement is provided in Exhibit A (the "Products"). The Products have been distributed by UGL for sale and/or use in California since April 1, 1988.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Product Labeling.** UGL shall immediately begin making revisions to its labels for the Products. UGL shall use its best efforts to ensure that all the Products are relabeled as quickly as possible, however, UGL agrees that it shall not ship (or cause to be shipped) any of the Products into California after June 30, 1996 unless such Products bear one of the following warning statements:
 - 1.1. For Products containing a 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."

- 1.2. For Products containing a 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."

- 1.3. For Products containing any combination of chemicals listed by the State of California as known to cause cancer and 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."

- 1.4. The above warning statement on the UGL Products shall be placed directly on the container of the Product so that it 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. The warnings shall be provided in a manner that is consistent with any applicable requirements under the Federal Hazardous Substances Act. The parties agree that the sample labels attached hereto as Exhibit B satisfy this requirement.

2. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against UGL, its distributors or retailers which sell the Products, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other statute or common law claim based on UGL's failure to warn consumers about exposure to Proposition 65 chemicals from any of the Products.
3. **UGL Release.** UGL, 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 UGL.
4. **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.

5. **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.
6. **Attorneys' Fees.** Each party is to bear its own attorneys' fees and costs relating to this settlement agreement up through the date of the entry of judgement referred to in ¶4. However, in the event that a dispute arises after that date with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover from the other party 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. **Correspondence.**

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 UGL shall be mailed to:

Jeffrey B. Margulies, Esq.
Haight, Brown & Bonesteel
1620 26th Street, Suite 4000 North
Santa Monica, CA 90406-0680

9. **No Admission.** Nothing in this Agreement shall be construed as an admission by UGL 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 UGL 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 UGL under this Agreement.
10. **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: *[Signature]*
As You Sow

Dated: 7/26/95

AGREED TO:

By: *[Signature]*
United Gilsonite
Laboratories

Dated: 8/15/95

EXHIBIT A

UNITED GILSONITE LABORATORIES PRODUCTS CONTAINING
METHYLENE CHLORIDE AND/OR TOLUENE

Safe Grip Contact Cement

Fastrip Brush Cleaner

Furniture Refinisher

Exterior Gloss ZAR Spray

Exterior Satin ZAR Spray

Interior Gloss ZAR Spray

Interior Satin ZAR Spray

Temproff Black Stove Paint Spray

ZAR Remover

D-Gloss Liquid Sander

Raizoff Paint Remover

EXHIBIT B

(attach sample labels here)

ZAR
Paint &
Varnish
Remover

Paint & Varnish Remover

Super strong, fast acting
semi-paste formula

- Removes multiple layers of paint, varnish, shellac, synthetics and polyurethanes
- Non-flammable
- Ideal for vertical and horizontal surfaces

DANGER! ☠ **POISON!**

**MAY BE FATAL OR CAUSE BLINDNESS IF SWALLOWED.
VAPOR HARMFUL. SKIN AND EYE IRRITANT.**

Read Other Cautions and HEALTH HAZARD INFORMATION
on Side and Back Panel. See Obstructions on Back Panel.

UGL



**CONTAINS METHANOL,
TOLUENE, AND METHYLENE
CHLORIDE. CANNOT BE
MADE NON-POISONOUS.**

Methylene chloride has been shown to cause cancer in certain laboratory animals. Risk to your health depends on level and duration of exposure.

Use this product outdoors, if possible. If you must use it indoors, open all windows and doors or use other means to ensure fresh air movement during application and drying. If properly used, a respirator may offer additional protection. Obtain professional advice before using. A dust mask does not provide protection against vapors. Do not use in basement or other unventilated area.

**USE ONLY WITH ADEQUATE
VENTILATION.**

**CONTACT WITH FLAME
OR HOT SURFACE MAY
PRODUCE TOXIC GASES.**

**DO NOT STORE NEAR HEAT
OR DISPLAY IN IMMEDIATE**

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

ZAR® PAINT & VARNISH REMOVER

Removes all conventional finishes with **AMAZING SPEED**. Requires no solvents or neutralizers after removal. Its heavy consistency permits excellent cutting action on vertical surfaces. ZAR Remover is harmless to wood, plaster, metal (except aluminum), glass and nylon or natural bristle brushes.

Open container carefully and close after each use. Do not transfer contents to unlabeled bottles or other containers. Keep away from heat, sparks and flame. Avoid breathing vapor or contact with skin or eyes.

Wear **CHEMICAL RESISTANT** gloves to protect your hands and safety glasses to protect your eyes.

DIRECTIONS: Remove cap with caution to release possible pressure. Replace cap and shake well before using. Flow on a heavy coat in one direction with a minimum of pressure — do not brush out. Let brush soften until bare surface can be exposed by gently scraping (approx. 5-30 minutes). If a second coat is required, apply over first coat. Remove softened film with scraper. The removal of the softened finish on curved and uneven surfaces is made easier with the use of an old toothbrush or steel wool. Allow surface to dry before refinishing. Do not permit ZAR Remover to come in contact with leather, asphalt, rubber tile, fiberglass or plastic.

FIRST AID: If swallowed give 1 or 2 glasses of water. Call physician, hospital emergency room, or Poison Control Center immediately for instructions to induce vomiting. When medical advice is not available, induce vomiting using syrup of ipecac according to directions. If ipecac is unavailable, induce vomiting with finger or back of spoon. Get prompt medical attention. Eyes: Flush with water for 15 minutes. Get prompt medical attention. Skin: Wash thoroughly.

DISPOSAL: Clean up rags, papers, and waste immediately. Place soaked materials in a water filled metal container, seal lid tightly and dispose of in compliance with local, state and federal environmental laws.

NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal.

To avoid breathing vapors or spray mist, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches or dizziness, increase fresh air or wear respiratory protection (NIOSH/MSHA "C" 2JC or equivalent) or leave the area.

KEEP OUT OF REACH OF CHILDREN

UNION MADE LABORATORIES
SCRANTON, PA 17501 • JACKSONVILLE, FL • JACKSON, ME • SPARKS, NV

ITEM #400 11

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