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11 E. I. du Pont de Nemours and
Company

12
13 Superior Court of the State of California
14 County of San Francisco

15 _____)
16 AS YOU SOW, a non-profit)
corporation,)
17 Plaintiff,)
18 vs.)
19 U.S. CHEMICAL & PLASTICS; E. I.)
20 DU PONT DE NEMOURS & CO., INC.;)
and DOES 1 through 1000,)
21 Defendants.)
22 _____)

No. 963417
STIPULATION FOR COURT APPROVAL
OF SETTLEMENT AGREEMENT AND
ORDER THEREON

FILED
San Francisco County Superior Court
FEB 27 1995
ALAN CARLSON, Clerk
BY: *J. Douglas*
Deputy Clerk

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1 IT IS HEREBY STIPULATED, by and between plaintiff As You
2 Sow and defendant E. I. du Pont de Nemours & Company, through their
3 respective representatives, that this action be settled in
4 accordance with the terms of the settlement agreement between the
5 parties, which is attached hereto as Exhibit A and that the Court
6 approve said settlement and retain jurisdiction over the parties to
7 enforce the settlement until performance in full of the terms of
8 the settlement.

9
10 Dated: February 23rd, 1995

By: Mark Todres
Mark Todres CHIEF COUNSEL
Attorneys for Plaintiff
AS YOU SOW

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13
14 Dated: February 23, 1995

By: Robert J. Lango
Robert J. Lango
Attorney for Defendant
E. I. DU PONT DE NEMOURS
AND COMPANY

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18 IT IS SO ORDERED:

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20 Dated: 2/24, 1995

Stuart R. Pollak
THE HONORABLE STUART R. POLLAK
Superior Court Judge

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SETTLEMENT AGREEMENT

On January 31, 1995 in San Francisco, California, As You Sow ("AYS") and Du Pont 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

E. I. du Pont de Nemours & Company ("Du Pont") is currently involved in the research, development, formulation, manufacture, introduction and sale of automotive paints and associated products into the State of California some of which contain certain Proposition 65 listed chemicals officially listed by the State of California as chemicals known to cause cancer and/or birth defects or other reproductive harm pursuant to Health & Safety Code §25249.8.

One year after each chemical's listing date, and continuing to the present, a person is required to give a clear and reasonable warning before knowingly and intentionally "exposing" an individual in California to a product containing the aforesaid Proposition 65 listed chemicals pursuant to Health & Safety Code §§25249.6 and 25249.10(b).

On or about February 3, 1994, August 23, 1994 and October 7, 1994, AYS provided Du Pont with documents entitled "60-Day Notice" which provided Du Pont with notice of its alleged failure to provide warnings in violation of Health & Safety Code §25249.6; and

On August 31, 1994, AYS filed a complaint entitled As You Sow v. E. I. du Pont de Nemours & Co., et al., (No. 963417) in San Francisco Superior Court alleging violations of Business & Professions Code and Health & Safety Code §25249.6 on behalf of individuals in California who allegedly are exposed to listed chemicals in certain Du Pont products. On January 26, 1995, AYS amended its complaint to include additional chemicals under Proposition 65; and

AYS and Du Pont desire to compromise, settle, and conclude all disputes, controversies, claims and causes of action of any kind which the parties hereto have, may have or claim to have against each other arising from or relating to the presence of Proposition 65 listed chemicals in Du Pont's automotive paint products (as defined in ¶1.1 below), so that Du Pont has no further liability relating to or arising out of those products' alleged failure to comply with Proposition 65, whether directly or by way of indemnification to retail, other sellers or other users of the Products; and

In settling this matter on the terms and conditions hereinafter provided, AYS acknowledges: a) that Du Pont asserts it intended in good faith to comply with 22 C.C.R. §1260(c)(1)(C) by providing conspicuous Proposition 65 warnings for products on the Du Pont Material Safety Data Sheets provided to its customers in California pursuant to the federal Hazard Communication Standard; and b) that Du Pont's MSDS Proposition 65 warnings were comparable to those provided by the major manufacturers of automotive paint products.

NOW, THEREFORE, THE PARTIES for good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged, and for the covenants and
promises hereinafter set forth, do hereby covenant and agree as follows:

1. Definitions.

1.1 "Products" -- all Du Pont automotive paints and associated products (paints, pigments, hardeners, reducers, etc.) that contain Proposition 65 listed chemicals requiring warning, including chromium (hexavalent compounds), nickel, nickel compounds, dichloromethane (methylene chloride), crystalline silica, formaldehyde (gas), antimony, lead, lead compounds and toluene. A list of such Products are attached as Attachment A.

1.2 "Material Safety Data Sheet" ("MSDS")--written or printed material containing information about Products provided by Du Pont to its customers to comply with the state and federal Hazard Communication Programs, 22 C.C.R. §5194 and 29 C.F.R. Part 1910, respectively.

2. Current Production.

2.1 Beginning immediately but in no event later than December 31, 1995, Du Pont shall not ship (or cause to be shipped) into the State of California any of the Products, unless the Product bears a Proposition 65 label warning as provided in ¶3. If necessary, Du Pont may request and receive a one-time 30 day extension.

3. Product Labeling.

3.1 Du Pont shall in the ordinary course of updating its labels begin the process of reprinting Product labels to include a clear and conspicuous Proposition 65 warning on the label of each Product. The warning shall be printed on the label so that the warning 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.

3.2 By July 30, 1995 Du Pont will have relabeled 60% (by volume) of the Products.

3.3 The label statement shall read as hereinafter provided.

3.3.1 For Products that contain as intended ingredients listed carcinogens only:

WARNING: This product contains [a] chemical(s) known to the State of California to cause cancer.

3.3.2 For Products that contain as intended ingredients listed reproductive toxicants:

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

3.3.3 For Products that contain as intended ingredients listed carcinogens and reproductive toxicants:

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

3.4 It is agreed that the above warning language and placement as illustrated by the sample label attached as Attachment B constitutes clear and reasonable warnings that comply with Proposition 65.

4. **Warnings for Products already in Commerce and Products shipped prior to label change.**

4.1 In order to ensure that individuals receive interim Proposition 65 warnings for Products previously shipped for sale into California and Products shipped prior to label change, Du Pont agrees that on or before March 31, 1995, it shall provide interim warning materials to all distributors and other customers in the State of California that purchase Products from Du Pont and to distributors and customers outside California that Du Pont knows or has reason to believe re-sell to California purchasers. The interim warning materials shall include sufficient warning stickers and a letter of instruction for placement of the stickers. A copy of this letter and a sample warning sticker are attached hereto as Attachment C.

5. **MSDS Revisions.** Beginning immediately Du Pont will initiate revisions to the existing Proposition 65 warning on its current MSDS's for Products so that the warning or warnings will be consistent in wording with the on-label warning language required by ¶2. Final printed MSDSs incorporating the revised warnings will begin to be distributed in the normal course of business but in any event no later than July 1, 1995. An example of an acceptable MSDS is attached as Attachment D.

6. **Settlement Amount.**

6.1 **Contribution.** Du Pont agrees to contribute, within thirty days of entry of this Agreement by the Court:

6.1.1 \$11,000 to AYS, which funds AYS shall promptly transfer to the Santa Clara Center for Occupational Safety & Health ("SCCOSH") located in San Jose.

SCCOSH shall use the funds to support projects such as the Asian Workers Health Project which provides education on occupational health and exposure issues to immigrant women; and to run the Campaign to End Miscarriage of Justice which seeks to phase out occupational exposure to toxic chemicals linked to miscarriages.

6.1.2 \$10,000 to AYS, which funds AYS shall promptly transfer to the West County Toxics Coalition ("WCTC") located in Richmond. WCTC shall use the funds to assist low and moderate income residents to have greater control over environmental problems that impact the quality of life in West Contra Costa County. WCTC was instrumental in getting the county to install warning sirens to alert citizens of toxic chemical accidents.

6.1.3 \$8,000 to AYS' Proposition 65 Investigation Fund to support the research of, and investigation into, California citizens' exposure to chemicals listed pursuant to Proposition 65, and

6.1.4 \$2,200 to AYS, which funds AYS shall promptly transfer to Citizens for a Better Environment ("CBE") for use in providing public education and warnings concerning the presence of toxic chemicals in fish, including Proposition 65 chemicals such as selenium, dioxins, and lead.

6.2 Investigation. In an effort to defray AYS' investigation fees and costs, expert fees and costs, reasonable attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to Du Pont's attention, litigating the matter,

and negotiating a settlement in the public interest, Du Pont shall pay AYS \$58,800 within thirty (30) days after entry of this Agreement by the Court.

6.3 **Other Payments.** AYS contends and Du Pont disputes that civil penalties are due. In any event, Du Pont agrees to pay the following which will be distributed in accordance with H&S §25192:

6.3.1. \$40,000 within 30 days after entry of this Agreement by the Court.

6.3.2. \$10,000 on or before January 31, 1996.

6.3.2.1. The \$10,000 January 31, 1996 payment will be waived upon written certification to AYS that Du Pont has invested in California for calendar year 1995 an additional \$10,000 (as compared to 1994) in employee and jobber training regarding techniques for reducing and eliminating exposure in California to Proposition 65 listed chemicals. Certification of compliance with this paragraph must be sent by an authorized official of Du Pont and received by AYS no later than January 15, 1996.

6.3.3. \$120,000 on January 31, 1996.

6.3.3.1. The \$120,000 January 31, 1996 payment will be waived if Du Pont provides certification by an authorized official of Du Pont to AYS no later than January 15, 1996 that Du Pont has not formulated or sold into California in 1995 any new automotive paint products containing cadmium, lead or chromium.

7. **No Admission.** The parties agree to abide by the terms of this agreement; however, nothing in the settlement will be construed as an admission by Du Pont 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 Du Pont of any fact, finding, conclusion, issue of law, or violation of law and it is understood and agreed that this Settlement Agreement and Release is a compromise of disputed claims.

8. **Unenforceability.** In the event that any of the provisions of the Agreement is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

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

10. **Attorneys' Fees.** In the event an action is brought to enforce the terms of this Agreement the prevailing party shall recover its costs, including but not limited to, reasonable expert fees and attorneys' fees.

11. **AYS Release.** AYS, in consideration of the Du Pont commitments and payments set forth herein, on its own behalf, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, does hereby release and forever discharge Du Pont and those retailers, distributors and users of Products, as well as each of their successors, assigns, predecessors, stockholders, officers, directors, subrogees, subsidiaries, trustees, corporate parents, affiliates, board members, consultants, agents, attorneys, and employees from any and all claims, demands, actions, causes of action, duties, debts, sums of money, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, obligations, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, at law or in equity, in contract or tort or otherwise arising out of or relating, directly or indirectly, to the Products' compliance with Proposition 65, or

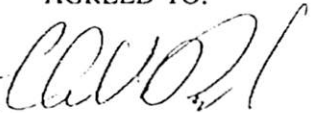
arising from or relating to any facts or legal theories involving the Products' compliance with Proposition 65 or without limitation any matter arising directly or indirectly out of or related in any way to the subject matter of Case No. 963417 As You Sow v. E. I. du Pont de Nemours & Co., Inc., et al.; it being the specific intent and purpose of the parties hereto that this settlement agreement and release shall extend to any and all of the matters aforesaid, whether now known or unknown, which exist or might be claimed to exist at or prior to the dates of compliance herein relating, directly or indirectly, to the Products' compliance with Proposition 65; and AYS, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, and each of them, expressly waive, release and relinquish any and all claims or rights to assert that any such matter, cause or thing of any kind or nature whatsoever has been, through oversight or error or intentionally or unintentionally, omitted with respect to the Products' compliance with Proposition 65. AYS expressly waives all rights under California Civil Code section 1542.

12. Du Pont Release. Du Pont, in consideration of the terms set forth herein, on its own behalf, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, does hereby release and forever discharge AYS, as well as each of their successors, assigns, predecessors, stockholders, officers, directors, subrogees, subsidiaries, trustees, corporate parents, affiliates, board members, agents, consultants, attorneys, and employees from any and all claims, demands, actions, causes of action, duties, debts, sums of money, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, obligations, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, at law or in equity, in

contract or tort or otherwise arising out of or relating, directly or indirectly, to the Products' compliance with Proposition 65, or arising from or relating to any facts or legal theories involving the Products' compliance with Proposition 65; it being the specific intent and purpose of the parties hereto that this settlement agreement and release shall extend to any and all persons, corporations, associations, or other entities and to any and all of the matters aforesaid, whether now known or unknown, which exist or might be claimed to exist at or prior to the date hereof; and Du Pont, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, and each of them, expressly waive, release and relinquish any and all claims or rights to assert that any such matter, cause or thing of any kind or nature whatsoever has been, through oversight or error or intentionally or unintentionally, omitted with respect to the Products' compliance with Proposition 65.

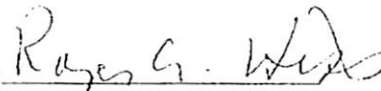
13. Authority to Execute. The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO:

By: 
AS YOU SOW

Dated: 2/23/95

AGREED TO:

By: 
DU PONT

Dated: 2/20/95.

Exhibit A

DUPONT AUTOMOTIVE PAINT AND ASSOCIATED PRODUCTS SOLD INTO CALIFORNIA

Solvents & Cleaners; Metal Preparation Systems.

3919S Prepsol Cleaner; Prepsol II Washup Solvent; 3939S Lacquer & Enamel Cleaner; 3812S Fast Dry Reducer; 3924S Gun & equipment Cleaner; 2319S Cleaner for Plastics; 224S Conversion Coating; 225S Metal Cleaner, Step A; 226S Conversion Coating, Step B; 227S Conversion Coating; 5717S Metal Conditioner; 244S KWIK PREP Metal Conditioner, Cleaner; 5662S Paint Remover.

Undercoats - PrepCoats

615S/616S or 620S Variprime Self-Etching Primer; 329S Polypropylene Primer; 2065S Zinc Chromate Primer; 215S Acrylic Chromate Primer; 824S/825S, 826S Activator Corlar Epoxy Primer.

Undercoats - Primer Surfacer; Undercoats- Primer-Surfacers

131S, 181S Fill 'N Sand Acrylic Primer Surfacer; 3010S, 3011S, 3012S, 3055S Enamel type PreparaKote Primer Surfacer; 30S, 70S, 80S Lacquer type Primer Surfacer; 1120S URO Primer -Filler.

Undercoats - Sealers; Undercoats - Adhesion Promoters; Undercoats - Putties, Fillers

1984S, 1985S, 1986S, 1989S, 1990S VELVASEAL Acrylic Sealer; 9140S Sealer; 222S Mid-Coat Adhesion Promoter; 9222S Cronar Mid-Coat Adhesion Promoter; 9522S Cronar ReRepair Sealer; 2286S, 2288S Spot 'N Glaze Putty; 2290S Final Fill Filler; 211S, 212S Polyester Body Filler.

Topcoats - Single Stage

Lucite Acrylic Lacquer, both Tints and select Factory package Colors.
Centari Acrylic Enamel, both Tints and select Factory package Colors.
Cronar Polyoxithane Enamel, both Tints and select Factory package Colors.
Imron Polyurethane Enamel, both Tints and select Factory package Colors.
Imron 5000 VOC Conforming Polyurethane Enamel, both Tints and select Factory package Colors.
Dulux Alkyd Enamels, both Tints and select Factory package Colors.

Topcoats - Base Color Coats

Lucite Basecoat, both Tints and select Factory package Colors.
Centari Base Coat, both Tints and select Factory package Colors.
Chromabase Base Color, both Tints and select Factory package Colors.
Cronar Base Color, both Tints and select Factory package Colors.
Imron 6000 Base color, both Tints and select Factory package Colors.

Cormax Waterborne Enamels, both Tints and select Factory package Colors.
ChromaOne Basecoat Enamels, both Tints and select Factory package Colors.

Topcoats - Special

Lucite Vinyl Color; 123 Vinyl Lacquer

Topcoats - Additives

582S Urethane Enamel Clear Activator; 782S Centari Base/Clear Activator;
792S Centari Repair Hardener; 793S Centari Gloss Overall Hardener; 2000S
Centari Performance Pak Gloss Additive Activator A & B; 9404S, 9405S Cronar
Single Stage Initiator; 9504S Cronar Clear Initiator; 9505S Cronar Spot
and Panel Initiator; 192S, 193S Imron Activator; 195S Activator; 1282S Imron
Activator; VGY1421 Activator; 77S Dulux Plus Activator; 7007S Dulux
Activator; 8705S Activator; 1082S Uro Clear Activator; 7565S, 7575S, 7585S,
7595S Chroma Clear Activators; 7655S, 7675S Chroma clear Activators; 189S
Imron Accelerator; 289S Accelerator; 389S Imron 5000 Fast-Dry Accelerator;
350S Flexar Flexible Additive; 9250S Flex Additive; FEE Fish Eye Eliminator;
259S Paint Additive; 9259S Cronar Fish Eye Eliminator; 4528S, 903S
Flattening Compounds.

Topcoats - Clears

380S Acrylic Clear; 580S Urethane Enamel Clear; 780S Centari Acrylic
Urethane Clear; 980S Cronar Spot/Panel Clear; 9500s Cronar Polyoxithane
Clear; 7500S Chroma clear; 7600S Chromaclear Super Productive Clear;
1280S Imron 6000 Clear; 1080S Uro Clear; 2080S Uro Bakeable Downdraft
Clear; 1700S Centari Blender Clear; 9301S Cronar Uniforming Finish.

Topcoats - Miscellaneous

140S Chassis Black; 781S Chrome Aluminum; 789S Aluminum Enamel; Road
Machinery and Implement Enamel.

Basemakers/Thinners/Reducers

Lacquer Thinners and Enamel Reducers; Basemakers for topcoats; Retarders
for topcoats.

Miscellaneous Products

600S, 1500S Polishing Compounds; 3000S Highlighting Glaze; 101S,
202S, 303S, Hand Rubbing Compounds.

Acrylic Spray Primers and Enamels - 900P Line

Tufcote 72P Waterborne Coating DTM Acrylic Enamel

Tufcote 247 Line Waterborne DTM Acrylic Enamel

30P HG High Gloss Custom Color Alkyd Enamel

31P SG Semi-Gloss Custom Color Alkyd Enamel

34P QD Custom Color Quick Dry Enamel

Dulux 909 Rail Car Enamel; Tufcote 917, 918 Line Fast Dry Acrylics

681-FD Alkyd Primer

671-FD Alkyd Primer

Epoxy Enamels

25P High Solids; 26P High Solids; 26P-DTM High Build; 76P Waterborne Acrylic Epoxy Enamels; Corlar 525 TL Epoxy Tank Lining; Flintflex HS Hopper Car Lining.

Cormax Tank Linings; 600 Line Epoxy Basecoats

High Heat Resistant Enamels

612-706 High Heat Silicone Aluminum

Latex Paint

310 Exterior Flat Paint; 300P Latex Block Filler.

Polyacryl Anhydride Enamel

50 P Polyacryl Anhydride Enamel

Polyurethane Enamels

Imron 333 High Solids Enamels; Imron 334 Polyurethane Enamels; Imron 364 Low Gloss Polyurethane Enamels; 610P High Solids Clear Polyurethane Enamel; 611P High Solids Clear Polyurethane Enamel.

Zinc Rich Coatings

Imron 62ZF Zinc Filled Polyurethane Primer; Ganicin 347WB Water based Inorganic Zinc; Corlar 825 HB ZF High Build Epoxy Primer.

Thinners, Reducers and Additives for Topcoats and Primers.

32XXX, T-XXXXX and TY-XXXXX Thinners and Reducers

Pigmented Topcoat Lines for Original Equipment

943, 994 Acrylic Lacquer Colors; 923 Thermosetting Acrylic Enamel Colors;
509/789 Line Enamel Colors.

Clear Topcoats

Air Dry Refinish type Repair Clears; Thermosetting Rigid and Flexible Clear
Coats.

Nason Primer Surfacer, Primer-Sealers, Primers

Lacquer type; Ful-Fil Acrylic; Ful-Thane Catalyzed Primer-Surfacer; High Build
Water-Borne Primer-Surfacer; Bond-Seal, Gray and Red Oxide; Ful-Seal
Acrylic Sealer; 3.5 Sealer; U-Prime Sealer; Ful-Poxy Primer & Catalyst; Etch
Primer, Activator and Reducer.

Nason Topcoats

Ful-Thane Urethane Mixing and Factory Colors; Low VOC Nasco Enamel
Colors; Nasco/Astron Alkyd Enamel. Mixing and Factory Colors; Ful-Cryl
Factory Package Colors; Ful-Base Enamel System Mixing and Factory Package
Colors; Ful-Thane 2K Urethane Enamel, Mixing and Factory Package Colors;
Ful-Thane Base Coat/Clear System.

Nason Clear Coats

Ful-Bond Bonding Clear; Acryl-Clear Acrylic-Urethane Clear Topcoat; Topcoat
Clear; Ful-Thane 2K Urethane Integrated Clear; Astro Catalyzed Clear; High
Image Clear; High Solids Topcoat Clear.

Nason Assorted Thinners, Reducers, Cleaning Solvents and Catalysts

481-Universal Lacquer Thinners; 421- Lacquer Thinners; 441- Ful-Base
Reducers; 441- Silicone & Wax Remover.

610 A,S,D Basecoat

Exhibit B



ACRYLIC ENAMEL

CONTAINS: butyl acetate, 123-86-4; methyl ethyl ketone, 78-93-3; toluene, 108-88-3; amyl acetate, 629-63-7; VMAP monomers, 54749-89-8; mineral spirits, 64742-88-7; aromatic hydrocarbon, 64742-95-6; aromatic hydrocarbon, 64742-91-5; xylene, 1330-20-7; polyurethane glycol diisocyanate ether adduct, 104-65-6; allyd resin; acrylic polymer.

(For further information refer to Material Safety Data Sheet)

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

IMPORTANT: May be mixed with other components. Mixture will have hazards of each component. Before opening the package, read all warning labels. Follow all precautions. **ADVICE:** Prolonged and prolonged exposure to solvents may lead to permanent brain and nervous system damage. Eye watering, headaches, nausea, dizziness and loss of coordination are signs that solvent levels are too high. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. Use only with adequate ventilation. Do not breathe vapor or spray mist. Do not get in eyes or on skin.

WEAR A PROPERLY FITTED VAPOR/PARTICULATE RESPIRATOR approved by NIOSH/MSHA for use with paints, (TC-200), eye protection, gloves and protective clothing during application and until all vapor and spray mist are exhausted. In confined spaces, or in situations where continuous, heavy operations are typical, or if proper respirator fit is not possible, wear a self-contained, supplied-air respirator (NIOSH/MSHA, TC-100). In all cases, follow respirator manufacturer's directions for respirator use. Do not permit anyone without protection in the painting area.

Keep away from heat, sparks and flame. **VAPOR MAY CAUSE FLASH FIRE.** Close container after each use.

FIRST AID: If irritated by inhalation of vapor or spray mist, remove to fresh air. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and call a physician for advice. Wash thoroughly with soap and water if swallowed. **CALL A PHYSICIAN IMMEDIATELY.** DO NOT induce vomiting.

SPILL/LEAK: Absorb spill and dispose of water or excess material according to Federal, State and local regulations. **KEEP OUT OF REACH OF CHILDREN.**

PHOTOCHEMICALLY REACTIVE

DIRECTIONS FOR USE - STIR THOROUGHLY TO SECURE UNIFORM MIXTURE - STRAIN REDUCED MATERIAL PRIOR TO APPLICATION

OVERALL FINISHING: Clean old painted surfaces with DuPont 3919 S PREP-SOL[®] and featheredge broken areas. Treat bare steel with 244 S KWIK PREP followed by 1-2 coats of 615 S 616 S VAPORPRIME[®]. For areas requiring fill, use 131 S FILL 'N SAND Primer-Surfer. Sand smooth with 320 grit paper. To ensure uniformity, apply 1 coat of VELVASEAL[™] per label directions. Recoat CENTARI Acrylic Enamel to 18-21 seconds viscosity in a DuPont M-222 cup (#2 Zahn), or about 50% (2 parts color to 1 part reducer). For temperatures below 70°F, use 8022 S Acrylic Enamel Reducer. For temperatures between 70°-90°F, use 8033 S Acrylic Enamel Reducer. Above 90°F, use 8096 S Acrylic Enamel Reducer. 8000 S Acrylic Enamel Retarder may be blended with the appropriate reducer (up to 25%) for hot weather application.

For additional gloss and durability, add 4 ozs (1 overcup) of 793 S Overall Gloss Hardener to each quart of color. For life of 3-4 hours. Clean all spray equipment immediately after use with lacquer thinner. Use 50-65 lbs. pressure at the gun (siphon equipment). Apply three full wet coats - no additional flash between coats is necessary. If mist-coating is required for metallics, mist-coat as you go during the coat.

For optimum overall appearance (making a base clear system, use 2000 S Performance Pak. Refer to 2000 S Pak for instructions. **REPAIR:** Prepare surface to be painted above. Recoat CENTARI Acrylic Enamel to 18-21 seconds viscosity in a DuPont M-222 cup (#2 Zahn), or about 50% (2 parts color to 1 part reducer). Below 85°F, use 8034 S Acrylic Enamel Reducer. Above 85°F, use 8022 S Acrylic Enamel Reducer.

For faster cure, add 4 ozs (1 overcup) of 792 S Hardener to each quart of color. For life of 6 hours. Clean all spray equipment immediately after use with lacquer thinner. Use 30-40 lbs. pressure at the gun. Allow medium coats until hiding is obtained. **BLENDED:** Use 1700 S CENTARI Blender per label directions.

FINISHES: Use 259 S additive (up to 1 oz. per gallon) to eliminate fisheyes. **TWO TONING:** Use 792 S Hardener with CENTARI Acrylic Enamel for the first coats. May be recoated after 4 hours under normal drying conditions. Remove masking tape immediately after the final color is applied to prevent tape marking. Avoid masking paper contact with fresh material. **FORCE FINISHING:** CENTARI Acrylic Enamel may be force dried 30" x 14.0°F.

TINTING: Up to 15% of CENTARI Mixing Enamel may be used. **STAMPING, LETTERING AND DECALCOMANIAS:** Allow CENTARI Acrylic Enamel to dry at least four hours before stamping, lettering or applying decals.

WARNING: Allow 20 days for CENTARI Acrylic Enamel to harden before washing. **FOR VOC REGULATED AREAS:** These directions refer to the use of products which may be restricted or require special mixing instructions in VOC regulated areas. Follow mixing and usage recommendations in the VOC Compliant Products Chart for your area.

(See Individual Label Directions For Use Of The Other DuPont Products)

34-6508BAA-010-0295

Made in U.S.A.

E. I. DU PONT DE NEMOURS & CO. (INC.) Wilmington, Delaware 19898
For medical & environmental information: (800) 441-7515

Exhibit C

IMPORTANT LEGAL NOTICE

Date: _____, 1995
Attention: Jobbers and Distributors
Subject: Proposition 65 Warnings for Du Pont Automotive
Refinish Products

This letter is to inform you that the products listed in Attachment A to this letter contain chemicals listed by the State of California as causing either cancer or birth defects (or other reproductive harm). Under the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), individuals must be given a clear and reasonable warning before being exposed to these chemicals.

Du Pont is now in the process of changing the labeling of its products to include specific Proposition 65 warnings. In order to provide warnings for such products before the relabeling is completed, you must affix the enclosed warning stickers to the products on the attached sheet.

You must affix a warning sticker to the container of each product. The sticker must be affixed so that it is easily visible and likely to be read and understood by an ordinary person during normal purchase and use.

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.

Should you have any questions or comments about this matter, please do not hesitate to contact Robert B. Young at (302) 774-8873 for further clarification or information. To obtain more warning stickers, please contact James McNabb at (510) 782-0213.

Sincerely,

Exhibit D

DUPONT MATERIAL SAFETY DATA SHEET

PAGE 1
02/14/95

***** SECTION I *****

Manufacturer: E.I. DuPont de Nemours & Co., (Inc.)
Automotive
Wilmington, Delaware 19898

Telephone: Product Information (800) 441-7515
Medical emergency (800) 441-3637
Transportation emergency (800) 424-9300 (CHEMTREC)

IDENTITY: WHITE 'CENTARI' ACRYLIC ENAMEL

PRODUCT CODE: 508A FORMULA DATE: 930205

OSHA NAME: FLAMMABLE LIQUID

HMIS: H=2, F=3, R=0

***** SECTION II - INGREDIENTS *****

ING#	CAS NO.	SEC. 313	INGREDIENT
001	123-86-4		BUTYL ACETATE
002	78-93-3	4 %	METHYL ETHYL KETONE
003	108-88-3	10 %	TOLUENE
004	64742-89-8		VM&P NAPHTHA
005	64742-88-7		MEDIUM MINERAL SPIRITS
006	1330-20-7	18 %	XYLENE
007	64742-94-5		AROMATIC HYDROCARBON
008	13463-67-7		TITANIUM DIOXIDE
009	67922-67-2		ALKYD RESIN
010	96591-17-2		ACRYLIC POLYMER

Section 313 Supplier Notification
The chemicals listed above with percentages are subject to the reporting requirements of Section 313 of the Emergency Planning and Right-To-Know Act of 1986 and of 40 CFR 372.

ING#	VAPOR PRESSURE MM HG	EXPOSURE LIMITS
001	8.00 20 DEG (C)	ACGIH 150.0 PPM
		OSHA 150.0 PPM
		ACGIH 200.0 PPM 15 MIN(STEL)
		OSHA 200.0 PPM 15 MIN(STEL)
002	71.00 0 DEG (C)	ACGIH 200.0 PPM
		OSHA 200.0 PPM
		ACGIH 300.0 PPM 15 MIN(STEL)
		DUPONT 200.0 PPM 8&12 HR TWA
		DUPONT 300.0 PPM 15 MIN TWA

***** SECTION II CONTINUED *****

003	36.70 20 DEG (C)	ACGIH OSHA OSHA OSHA DUPONT	50.0 PPM 200.0 PPM 300.0 PPM 500.0 PPM 50.0 PPM	SKIN CEILING	10 MIN MAX 8&12 HR TWA
004	15.00 37 DEG (C)	ACGIH OSHA OSHA DUPONT	300.0 PPM 300.0 PPM 400.0 PPM 100.0 PPM		15MIN(STEL)
005	10.00 20 DEG (C)	DUPONT ACGIH OSHA	100.0 PPM NONE NONE		
006	25.00 25 DEG (C)	ACGIH OSHA ACGIH OSHA	100.0 PPM 100.0 PPM 150.0 PPM 150.0 PPM		15 MIN(STEL) 15 MIN(STEL)
007	10.00 20 DEG (C)	DUPONT ACGIH OSHA	100.0 PPM NONE NONE		
008	NOT APP	ACGIH OSHA DUPONT	10.0 MG/M3 15.0 MG/M3 10.0 MG/M3		
009	NONE	ACGIH OSHA	NONE NONE		
010	NONE	ACGIH OSHA	NONE NONE		

***** SECTION III - PHYSICAL DATA *****

EVAPORATION RATE SLOWER THAN ETHER	VAPOR DENSITY HEAVIER THAN AIR	SOLUBILITY OF SOLVENT SYSTEM IN WATER NOT SOLUBLE
PERCENT VOLATILE BY VOLUME 61.0	APPROX. BOILING RANGE 78-213 DEG (C)	WEIGHT PER GALLON 9.23
PERCENT VOLATILE BY WEIGHT 46.4	PERCENT SOLIDS 53.5	V.O.C. THEORETICAL 4.2

***** SECTION IV - FIRE & EXPLOSION DATA *****

***** SECTION IV CONTINUED *****

FLASH POINT (METHOD)
BETWEEN 20 - 73 F (CC)APPROX. FLAMMABLE LIMITS
LEL .8 % UEL 11.5 %

Extinguishing media: foam , carbon dioxide, dry chemical

Special fire fighting procedures: full protective equipment, including self-contained breathing apparatus, is recommended. Water from fog nozzles may be used to prevent pressure build-up.

Unusual fire & explosion hazards: when heated above the flashpoint, emits flammable vapors which, when mixed with air, can burn or be explosive. Fine mist or sprays may be flammable at temperatures below the flash point.

***** SECTION V - HEALTH HAZARD DATA *****

ROUTE OF ENTRY SYMPTOMS/EFFECTS AND FIRST AID

Inhalation: May cause nose and throat irritation . May cause nervous system depression characterized by the following progressive steps: headache, dizziness, nausea, staggering gait, confusion, unconsciousness.

Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage.

Skin or eye contact: May cause irritation or burning of the eyes. Repeated or prolonged liquid contact may cause skin irritation with discomfort and dermatitis.

OTHER POTENTIAL HAZARDS INCLUDE:

BUTYL ACETATE

May cause abnormal liver function.
Tests for embryotoxic activity in animals has been inconclusive.
Has been toxic to the fetus in laboratory animals at doses that are toxic to the mother.

METHYL ETHYL KETONE

High concentrations have caused embryotoxic effects in laboratory animals.
Methyl ethyl ketone has been demonstrated to potentiate (i.e., shorten the time of onset) the peripheral neuropathy caused by either n-hexane or methyl n-butyl ketone. MEK by itself has not been demonstrated to cause peripheral neuropathy.
Liquid splashes in the eye may result in chemical burns.

***** SECTION V CONTINUED *****

TOLUENE

Recurrent overexposure may result in liver and kidney injury.

High airborne levels have produced irregular heart beats in animals and occasional palpitations in humans.

Rats exposed to very high airborne levels have exhibited high frequency hearing deficits. The significance of this to man is unknown.

WARNING: This chemical is known to the State of California to cause birth defects or other reproductive harm.

VM&P NAPHTHA

Laboratory studies with rats have shown that petroleum distillates cause kidney damage and kidney or liver tumors. These effects were not seen in similar studies with guinea pigs, dogs, or monkeys. Several studies evaluating petroleum workers have not shown a significant increase of kidney damage or an increase in kidney or liver tumors.

MEDIUM MINERAL SPIRITS

Laboratory studies with rats have shown that petroleum distillates cause kidney damage and kidney or liver tumors. These effects were not seen in similar studies with guinea pigs, dogs, or monkeys. Several studies evaluating petroleum workers have not shown a significant increase of kidney damage or an increase in kidney or liver tumors.

May cause temporary upper respiratory and/or lung irritation with cough, difficult breathing, or shortness of breath

XYLENE

High concentrations have caused embryotoxic effects in laboratory animals.

Recurrent overexposure may result in liver and kidney injury.

Can be absorbed through the skin in harmful amounts.

TITANIUM DIOXIDE

In a lifetime inhalation test, lung cancers were found in some rats exposed to 250 mg/m³ respirable titanium dust. Analysis of the titanium dioxide concentrations in the rat's lungs showed that the lung clearance mechanism was overwhelmed and that the results at the massive 250 mg/m³ level are not relevant to the workplace.

First Aid:

Inhalation: If affected by inhalation of vapor or spray mist, remove to fresh air. If not breathing, give artificial respiration, preferably mouth-to-mouth. If breathing difficulty persists, or occurs later, consult a physician.

Skin or eye: In case of contact, immediately flush with

***** SECTION V CONTINUED *****

plenty of water for at least 15 minutes; call a physician. In case of skin contact, wash with soap and water. If irritation occurs, contact a physician.

Ingestion: Gastro-intestinal distress.

In the unlikely event of ingestion, call a physician immediately and have names of ingredients available.

Skin or eye contact: May cause irritation of the eyes. Repeated or prolonged skin contact may cause irritation. In case of eye contact, flush with plenty of water for at least 15 minutes, call a physician. For skin contact, wash with soap and water.

***** SECTION VI - REACTIVITY DATA *****

STABILITY
STABLE

Incompatibility (materials to avoid): None reasonably foreseeable.

Hazardous decomposition products: CO, CO₂, smoke, oxides of heavy metals reported in Section V.

Hazardous polymerization: Will not occur.

***** SECTION VII - SPILL OR LEAK PROCEDURES *****

Steps to be taken in case material is released or spilled: Ventilate area. Remove sources of ignition. Prevent skin contact and breathing of vapor. Confine and remove with inert absorbent.

Waste disposal method: Do not allow material to contaminate ground water systems. Incinerate absorbed material in accordance with Federal, State and local requirements. Do not incinerate in closed containers.

***** SECTION VIII - SPECIAL PROTECTION INFORMATION *****

Respiratory: Do not breathe vapors or mists. Wear a properly fitted vapor/particulate respirator approved by NIOSH/MSHA (TC-23C) for use with paints during application and until all vapors and spray mists are exhausted. Follow the respirator manufacturer's directions for respirator use.

Ventilation: Provide sufficient ventilation in volume and pattern to keep contaminants below applicable OSHA require-

***** SECTION VIII CONTINUED *****

ments and other suggested exposure limits.

Protective clothing: Neoprene gloves and coveralls are recommended.

Eye protection: Goggles are preferred to prevent eye irritation. If safety glasses are substituted, include splash guard or side shields.

Protective creams: Do not use for protection. May be used for ease of clean up.

***** SECTION IX - SPECIAL PRECAUTIONS *****

Precautions to be taken in handling and storing: Observe label precautions. Keep away from heat, sparks and flame. Close container after each use. Ground containers when pouring. Wash thoroughly after handling and before eating or smoking. Do not store above 120 deg F.

Other precautions: Do not sand, flame cut, braze or weld dry coating without a NIOSH/MSHA approved respirator or appropriate ventilation.

***** SECTION X - NOTES *****

NOTICE FROM DUPONT

The data in this material safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or any process.

Product Manager

MSDS prepared by T.R. Louer, CIH