



1527763

cc

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FILED
 ALAMEDA COUNTY
 OCT 23 2001
 CLERK OF THE SUPERIOR COURT
 BY [Signature]
 Deputy

8 Attorneys for Plaintiff
 9 MICHAEL DIPIRRO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF ALAMEDA

MICHAEL DIPIRRO, an individual)	No. H217764-5
)	
Plaintiff,)	<u>CONSENT JUDGMENT</u>
)	
v.)	
)	
AMAZON.COM, INC.; and DOES 1)	
through 1000,)	
)	
Defendants.)	
)	

24 This Consent Judgment ("Agreement" or "Consent Judgment")
 25 is entered into by and between Michael DiPirro, a California
 26 citizen, and Amazon.com, Inc., a Delaware corporation
 27 ("Amazon"), as of September 7, 2001 (the "Effective Date").
 28 The parties agree to the following terms and conditions:

1 **WHEREAS:**

2 A. Michael DiPirro is an individual residing in
3 San Francisco, California, who seeks to promote awareness of
4 exposures to toxic chemicals and improve human health by
5 reducing or eliminating hazardous substances contained in or
6 produced by consumer and industrial products;

7 B. Amazon is a company that currently distributes
8 and/or sells in the State of California certain sandblasters
9 and other power tools whose customary use and application
10 could produce fumes, gases or dust which contain chemicals
11 listed pursuant to Proposition 65 (California Health & Safety
12 Code §25249.5 et seq.) including lead (or lead compounds),
13 crystalline silica, arsenic and chromium (hexavalent
14 compounds) (the "Listed Chemicals");

15 C. The power tools whose customary use and
16 application are alleged to produce fumes, gases or dust which
17 contain one or more of the "Listed Chemicals" and which are
18 covered by this Agreement are set forth in Exhibit A (the
19 "Power Tools"). The Power Tools have been distributed and/or
20 sold by Amazon for use in California since October 1999;

21 D. On November 6, 2000, Michael DiPirro first
22 served Amazon and other public enforcement agencies with a
23 document entitled "60-Day Notice of Violation" which provided
24 Amazon and such public enforcers with notice that Amazon was
25 allegedly in violation of Health & Safety Code §25249.6 for
26 allegedly failing to warn purchasers that certain products it
27 sells or otherwise offers for use in California expose users
28 to Proposition 65-listed chemicals;

2
1 E. On January 17, 2001, Michael DiPirro filed a
2 complaint entitled Michael DiPirro v. Amazon.com, Inc., et al.
3 in the Alameda County Superior Court, naming Amazon as a
4 defendant and alleging violations of Business & Professions
5 Code §17200 and Health & Safety Code §25249.6 on behalf of
6 individuals in California who allegedly have been exposed to
7 the "Listed Chemicals" produced by certain products
8 distributed by Amazon;

9 F. The Power Tools that Amazon has distributed or
10 sold in California have been manufactured by various
11 companies, with some (or all) of those manufacturers having
12 resolved their Proposition 65 compliance obligations, if any,
13 by way of various settlement and consent judgments including,
14 but not limited to People v. Ace Hardware, et al., San
15 Francisco Superior Court No. 995893. The Consent Judgment
16 entered in People v. Ace Hardware on September 29, 2000 (a
17 copy of the face page of which is attached at Exhibit B),
18 resolved Proposition 65 compliance issues as regards the
19 manufacturers of the power tools identified in People v. Ace
20 Hardware and certain entities to whom the manufacturers have
21 sold or will sell those power tools;

22 G. For the purposes of this Consent Judgment, the
23 term "New Products" shall include any power tools that are
24 substantially similar to those included in Exhibit A that
25 contain a Listed Chemical or whose customary use and
26 application produce fumes, gases, exhaust or dust that contain
27 Listed Chemicals; and

28 H. Nothing in this Agreement shall be construed as

1 an admission by Amazon of any fact, finding, issue of law, or
2 violation of law, nor shall compliance with this Agreement
3 constitute or be construed as an admission by Amazon of any
4 fact, finding, conclusion, issue of law, or violation of law.
5 However, this paragraph shall not diminish or otherwise affect
6 the obligations, responsibilities, and duties of Amazon under
7 this Consent Judgment.

8
9 **NOW THEREFORE, MICHAEL DIPIRRO AND AMAZON AGREE AS FOLLOWS:**

10 **1. Product Warnings.**

11 A. Power Tools For Which Proposition 65 Warnings
12 Are Not Required Under People v. Ace Hardware, SFSC No.
13 995893: Amazon shall not have any Proposition 65 warning
14 obligations for those Power Tools (as defined in Exhibit A),
15 that Amazon distributes or sells in California and for which
16 the Consent Judgment in People v. Ace Hardware has determined
17 that no Proposition 65 warning is required for the specific
18 brand of product which Amazon sells. Specifically, Amazon
19 shall not have any Proposition 65 warning obligation for the
20 Power Tools that it has in the past or may in the future
21 purchase from the Power Tool manufacturers and related
22 companies(e.g., subsidiaries) identified in the People v. Ace
23 Hardware Consent Judgment.

24 B. Power Tools For Which Proposition 65 Warnings
25 May Not Be Required Under Settlements or Judgments Other Than
26 The One Identified in Section 1(A): For Power Tools (as
27 defined in Exhibit A) that are subject to other settlements or
28 judgments (past and future) that determine that no Proposition

65 warning is required for the specific brand of product which Amazon sells, Amazon can seek to modify or amend this Consent Judgment so that Proposition 65 warning obligations, if any, that Amazon may have for those Power Tools are consistent with those of other settlements or judgments. Plaintiff shall not unreasonably withhold consent for such modification or amendment.

C. Power Tools For Which Proposition 65 Warnings Are Required: Amazon shall not, after 180 days from the date this Consent Judgment is approved by the Court, knowingly distribute or sell in California any Power Tools (as identified in Exhibit A) which have not been the subject of a determination referenced in Section 1(A) or modification under Section 1(B), that contain Listed Chemicals or whose customary use and application produce fumes, gases or dust that contain Listed Chemicals, unless such Power Tools comply with Section 1(D).

D. Methods Of Warning For Power Tools: Amazon may satisfy the warning requirement described in Section 1(C) by implementing one or more of the warning methods identified in Section 1(D)(1) through 1(D)(3). The choice of such warning method or methods shall be made by Amazon in the exercise of its sole discretion. The warnings identified in Sections 1(D)(1) through 1(D)(3) shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs, as to render them likely to be read and reasonably understood by ordinary individuals under customary conditions of purchase or use.

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(1) Warning on the Packing Slip: A warning may be provided with Power Tools (as identified in Exhibit A) when they are shipped to a California address. Such warning may be provided by printing the warning on the packing slip or customer invoice identifying the Power Tool product in lettering of the same size as the description of the Power Tool product, provided that the warning accompanies the product when it is shipped. The language of the warning shall be either: (i) that set forth in Exhibit C; or (ii) equivalent to the language set forth in Exhibit C and one that complies with Section 12601 of Title 22 of the California Code of Regulations.

(2) Warning at or About the Time of Purchase:

An electronic warning may be transmitted via Amazon's website or electronic mail to online purchasers of Power Tools (as identified in Exhibit A) when an online purchaser indicates a shipping address for delivery in the State of California. The language of such a warning shall be either: (i) that set forth in Exhibit C; or (ii) equivalent to the language set forth in Exhibit C and one that complies with Section 12601 of Title 22 of the California Code of Regulations.

(3) Manufacturer's Warning On the Product, on the Product Container, or in the Owner's Manual:

If a prominent warning is provided by the manufacturer of a Power Tool (as identified in Exhibit A), then no duplicate warning shall be required of Amazon. Such a manufacturer-provided warning may be affixed or attached to the Power Tool or Power Tool's container in such a location that it can be readily

1 seen by the Power Tool's user under normal circumstances of
2 use.

3 If such a warning is included in the product owner's
4 manual all of the following conditions must be met:

5 a. the warning shall be located in one of the
6 following places in the owner's manual: the outside of the
7 front cover, the inside of the front cover, the first page
8 other than the cover, or the outside of the back cover. The
9 warning shall be printed in a font no smaller than the font
10 used for other safety warnings in the manual. The warning may
11 either be printed in the manual or contained in a durable
12 label or sticker affixed to the manual;

13 b. the Product contains a durable label or sticker
14 directing the operator's attention to the owner's manual;

15 c. the owner's manual is intended by the Defendant
16 to be provided with the original packaging of the Product to
17 the initial consumer/purchaser;

18 d. at least one other safety warning appears in
19 the owner's manual; and

20 e. all or a substantial portion of operation
21 instructions, if any, are contained in the owner's manual.

22 The language of such warnings shall be either: (i) that
23 set forth in Exhibit C; or (ii) equivalent to the language set
24 forth in Exhibit C and one that complies with Section 12601 of
25 Title 22 of the California Code of Regulations.

26 E. Deemed Compliance: Any New Products that are
27 distributed or sold by Amazon 180 days after the Court
28 approves this Consent Judgment shall be deemed to comply with

1 this Consent Judgment and the product warning requirements of
2 Proposition 65 if they are accompanied by warnings that comply
3 with Sections 1(A) through 1(D) of this Consent Judgment.

4 **2. Payment Pursuant To Health & Safety Code**

5 **§25249.7(b)**. Pursuant to Health & Safety Code §25249.7(b),
6 Amazon shall pay a civil penalty of \$6,000.00. This payment
7 shall be paid within five (5) business days after the
8 Effective Date of this Agreement and shall be held in trust by
9 DiPirro's counsel until the Court approves and enters this
10 Consent Judgment. The penalty payment is to be made payable
11 to "Chanler Law Group In Trust For Michael DiPirro". If this
12 Consent Judgment is not approved by the Court, DiPirro will
13 return all funds, with interest thereon at a rate of six
14 percent (6%) per annum, within ten (10) calendar days of
15 notice of the Court's decision. Penalty monies shall be
16 apportioned by DiPirro in accordance with Health & Safety Code
17 §25192, with 75% of these funds remitted to the State of
18 California's Department of Toxic Substances Control.

19 Amazon understands that the payment schedule as
20 stated in this Consent Judgment is a material factor upon
21 which DiPirro has relied in entering into this Consent
22 Judgment. Amazon agrees that all payments will be made in a
23 timely manner in accordance with the payment due dates.
24 Amazon will be given a five (5) calendar day grace period from
25 the date payment is due. Amazon agrees to pay Michael DiPirro
26 a \$250 per calendar day fee for each day the payment is
27 received after the grace period ends. For purposes of this
28 paragraph, each new day (requiring an additional \$250 payment)

1 will begin at 5 p.m. (PST).

2 **3. Reimbursement Of Fees.**

3 A. Attorneys' Fees and Costs: The parties
4 acknowledge that DiPirro offered to resolve the dispute
5 without reaching terms on the amount of fees and costs to be
6 reimbursed, thereby leaving this open issue to be resolved
7 after the material terms of the agreement had been reached,
8 and the matter settled. Amazon then expressed a desire to
9 resolve the fee and cost issue concurrently with other
10 settlement terms, so the parties reached an accord on the
11 compensation due to DiPirro and his counsel under the private
12 attorney general doctrine codified at C.C.P. §1021.5.

13 Amazon shall reimburse DiPirro and his counsel for
14 his fees and costs incurred as a result of investigating,
15 bringing the matter to Amazon's attention, litigating and
16 negotiating a settlement in the public interest. Amazon shall
17 pay the total sum of \$25,000.00, except as provided for in
18 Paragraph 3(B) below, for investigation fees, attorneys' fees
19 and litigation costs. Amazon agrees to make this payment
20 within five (5) business days of the Effective Date of the
21 Agreement. Such sum shall be held in trust by DiPirro's
22 counsel until the Court approves and enters this Consent
23 Judgment. If this Consent Judgment is not approved by the
24 Court, DiPirro will return all funds, with interest thereon at
25 a rate of six percent (6%) per annum, within ten (10) calendar
26 days of notice of the Court's decision. Payment should be
27 made payable to the "Chanler Law Group".

28 Amazon understands that the payment schedule as

1 stated in this Consent Judgment is a material factor upon
2 which DiPirro has relied in entering into this Consent
3 Judgment. Amazon agrees that all payments will be made in a
4 timely manner in accordance with the payment due dates.
5 Amazon will be given a five (5) calendar day grace period from
6 the date payment is due. Amazon agrees to pay Michael DiPirro
7 and his counsel a \$250 per calendar day fee for each day the
8 payment is received after the grace period ends. For purposes
9 of this paragraph, each new day (requiring an additional \$250
10 payment) will begin at 5 p.m. (PST).

11 B. Additional Contingent Fees and Costs: In the
12 event that the California Attorney General's Office, pursuant
13 to 11 CRC 3000, *et seq.*, serves objections to this Consent
14 Judgment on either of the parties, such that it requires
15 Plaintiff to incur additional legal fees or costs relating to
16 this Consent Judgment, Defendant shall reimburse DiPirro for
17 any fees and costs incurred by DiPirro and his counsel in
18 excess of \$1,500 from the date of receipt of the Attorney
19 General's objections, provided that the total amount of any
20 such additional fees and costs reimbursed by Amazon do not
21 exceed a total of \$3,000 above the initial \$1,500. Such
22 additional legal fees or costs relating to this Consent
23 Judgment include, but are not limited to: further editing and
24 finalizing of the Consent Judgment; corresponding with
25 opposing counsel; retention of experts; presenting of the
26 Consent Judgment (or any modifications thereof) to the
27 Attorney General for further comment; and any briefing and/or
28 appearance before the Court related to this Consent Judgment.

1 Plaintiff agrees to document all fees and costs
2 incurred from the date of receipt of the Attorney General's
3 objections through the date of court approval of the Consent
4 Judgment. Prior to receiving such documentation, Defendant
5 agrees to enter into a letter agreement in which the parties
6 agree that, by transmitting such information, no privilege
7 will be waived by DiPirro or his counsel.

8 Such additional reimbursement of legal fees and
9 costs shall be due within ten (10) calendar days after receipt
10 of both notice of Court approval of the Consent Judgment and
11 final billing statement from Plaintiff. Defendant has the
12 right to object to such reimbursement and may submit the
13 resolution of this issue to the American Arbitration
14 Association (AAA) in Northern California to determine the
15 reasonableness of the additional fees and costs sought,
16 provided that such notice of objection or decision to
17 arbitrate is received by Plaintiff by the end of the ten (10)
18 calendar days. If an arbitration notice is not filed with AAA
19 in a timely manner, DiPirro may file a motion with the Court
20 for fees and costs pursuant to CCP §1021.5 and this Consent
21 Judgment associated with any additional fees and costs
22 incurred as set forth in this paragraph.

23 **4. Michael DiPirro's Release Of Amazon.** Michael
24 DiPirro, by this Agreement, on behalf of himself, his agents,
25 representatives, attorneys, assigns and in the interest of the
26 general public, waives all rights to institute or participate
27 in, directly or indirectly, any form of legal action, and
28 releases all claims, liabilities, obligations, losses, costs,

1 expenses, fines and damages, against Amazon and its directors,
2 officers, employees, companies under common control with
3 Amazon, subsidiaries, and parent companies, and their
4 respective successors and assigns, whether under Proposition
5 65 or the Business & Profession Code §17200 et seq. based on
6 Amazon's alleged failure to warn about exposure to the Listed
7 Chemicals produced by any of the Power Tools.

8 **5. Amazon's Release Of Michael DiPirro.** Amazon,
9 by this Agreement, waives all rights to institute any form of
10 legal action against DiPirro and his attorneys or
11 representatives, for all actions or statements made by
12 DiPirro, and his attorneys or representatives, in the course
13 of seeking enforcement of Proposition 65 or Business &
14 Profession Code §17200 against Amazon.

15 **6. Court Approval.** If, for any reason, this
16 Consent Judgment is not approved by the Court, this Agreement
17 shall be deemed null and void, but DiPirro's obligations to
18 return funds advanced by Amazon under Sections 2 and 3 shall
19 remain in force until satisfied.

20 **7. Amazon Sales Data.** Amazon understands that the
21 sales data provided to counsel for DiPirro by Amazon was a
22 material factor upon which DiPirro has relied to determine the
23 amount of payments made pursuant to Health & Safety Code
24 §25249.7(b) in this Agreement. To the best of Amazon's
25 knowledge, the sales data provided is true and accurate. In
26 the event that DiPirro discovers facts which demonstrate to a
27 reasonable degree of certainty that the sales data is
28 materially inaccurate, the parties shall meet in a good faith

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1 attempt to resolve the matter within ten (10) days of Amazon's
2 receipt of notice from DiPirro of his intent to challenge the
3 accuracy of the sales data. If this good faith attempt fails
4 to resolve DiPirro's concerns, DiPirro shall have the right
5 within ninety (90) days from the good faith meeting to notify
6 Amazon of his intent to rescind this Agreement and re-
7 institute an enforcement action against Amazon, provided that
8 all sums paid by Amazon pursuant to paragraphs 2 and 3, with
9 interest thereon at a rate of six percent (6%) per annum, are
10 returned to Amazon within ten (10) days from the date on which
11 DiPirro notifies Amazon of his intent to rescind this
12 Agreement. In such case, all applicable statutes of
13 limitation shall be deemed tolled for the period between the
14 date DiPirro filed the instant action and the date DiPirro
15 notifies Amazon that he is rescinding this Agreement pursuant
16 to this Paragraph, provided that, in no event shall any
17 statute of limitations be tolled beyond one (1) year from the
18 Effective Date of this Agreement. In the event that DiPirro
19 fails to notify Amazon of his intent to rescind this Agreement
20 within ninety (90) days from the date of the good faith
21 meeting, then DiPirro will be deemed to have waived all rights
22 to rescind this Agreement.

23 **8. Product Characterization.** Amazon acknowledges
24 that DiPirro alleges that each of the Power Tools, through
25 their customary use or application, is likely to produce
26 fumes, gases or dust that contain lead (or lead compounds),
27 crystalline silica, arsenic and/or chromium (hexavalent
28 compounds), which are substances known to the State of

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1 California to cause cancer and/or birth defects (or other
2 reproductive harm). In the event that Amazon obtains
3 analytical, risk assessment or other data ("Exposure Data")
4 that shows an exposure to any or all of the Listed Chemicals
5 poses "no significant risk" or will have "no observable
6 effect," as each such standard is applicable and as each is
7 defined under Health & Safety Code §25249.10(c) and Amazon
8 seeks to eliminate the warnings, then Amazon shall provide
9 DiPirro with ninety (90) days prior written notice of its
10 intent to limit or eliminate the warning provisions under
11 Section 1 of this Agreement based on the Exposure Data and
12 shall provide DiPirro with all such supporting Exposure Data.
13 Within thirty (30) days of receipt of Amazon's Exposure Data,
14 DiPirro shall provide Amazon with written notice of his intent
15 to challenge the Exposure Data (in the event that he chooses
16 to make such a challenge). If DiPirro fails to provide Amazon
17 written notice of his intent to challenge the Exposure Data
18 within thirty (30) days of receipt of Amazon's notice and the
19 Exposure Data, DiPirro shall waive all rights to challenge the
20 Exposure Data, and Amazon shall be entitled to limit or
21 eliminate the warning provisions required under this Agreement
22 with respect to those Product(s) to which the Exposure Data
23 applies. If DiPirro timely notifies Amazon of his intent to
24 challenge the Exposure Data, Amazon (a) may stop its efforts
25 to eliminate the warnings upon notice to DiPirro with no
26 further liability or obligations or (b) shall negotiate with
27 DiPirro in good faith for a period not to exceed thirty (30)
28 days following receipt of DiPirro's notice to attempt to reach

1 a settlement of this issue. If a settlement is not reached,
2 DiPirro and Amazon agree to submit such challenge to the
3 superior court for determination, pursuant to the court's
4 continuing jurisdiction of this matter under C.C.P. §664.6 and
5 this Consent Judgment. The prevailing party shall be entitled
6 to reasonable attorneys' fees and costs associated with
7 bringing or defending a motion brought under this paragraph to
8 the court for determination. If DiPirro does not challenge
9 Amazon's notice or if the Court determines that no warning is
10 required for particular Power Tools, Amazon shall no longer be
11 required to provide the warnings described in this Consent
12 Judgment for those Power Tools.

13 **9. Severability.** In the event that any of the
14 provisions of this Agreement are held by a court to be
15 unenforceable, the validity of the enforceable provisions
16 shall not be adversely affected.

17 **10. Attorney's Fees.** In the event that a dispute
18 arises with respect to any provision(s) of this Agreement
19 (including, but not limited to, disputes arising from the late
20 payments provisions in paragraphs 2 and 3), the prevailing
21 party shall be entitled to recover costs and reasonable
22 attorneys' fees.

23 **11. Governing Law.** The terms of this Agreement
24 shall be governed by the laws of the State of California. In
25 the event that Proposition 65 is repealed or is otherwise
26 rendered inapplicable by reason of law generally, or as to the
27 Power Tools specifically, Amazon shall have no further
28 obligations pursuant to this Consent Judgment with respect to,

1 and to the extent that, those Power Tools are so affected.

2 **12. Integration Clause.** This Consent Judgment
3 constitutes the entire agreement between the parties relating
4 to the rights, obligations, and releases herein granted and
5 assumed, and supersedes all prior agreements and
6 understandings between the parties. This Consent Judgment may
7 be modified only upon the written agreement of the parties or
8 upon motion to the Court.

9 **12. Notices.** All correspondence to Michael DiPirro
10 shall be mailed to:

11 Jennifer Henry or David Bush
12 Bush & Henry
13 4400 Keller Ave., Suite 200
 Oakland, CA 94605
 (510) 577-0747

14 All correspondence to Amazon shall be mailed to:

15 Trenton H. Norris, Esq.
16 McCutchen, Doyle, Brown & Enersen, LLP
17 Three Embarcadero Center
 San Francisco, CA 94111-4067
 (415) 393-2000

18 Either party may change the name and/or address of
19 its designated representative for receipt of notices by
20 providing written notice to the other party's currently
21 designated representative.

22 **13. Compliance With Reporting Requirements.** The
23 parties acknowledge that the reporting provisions of Health &
24 Safety Code § 25249.7(f) apply to this Consent Judgment.
25 Counsel for DiPirro shall comply with that section by
26 submitting the required reporting form to, and serving a copy
27 of this Consent Judgment on, the California Attorney General's
28 Office within two business days after the parties execute this

1 Consent Judgment. Following the expiration of the Attorney
2 General's thirty-day review period, counsel for DiPirro shall
3 submit the Consent Judgment to the Court in accordance with
4 the requirements of Health & Safety Code § 25249.7(f) and its
5 implementing regulations, thereby allowing the Attorney
6 General to serve any comments to this Consent Judgment prior
7 to the end of the thirty (30) day period.

8 **14. Counterparts and Facsimile.** This Agreement may
9 be executed in counterparts and facsimile, each of which shall
10 be deemed an original, and all of which, when taken together,
11 shall constitute one and the same document.

12 **15. Authorization.** The undersigned are authorized
13 to execute this Agreement on behalf of their respective
14 parties and have read, understood and agree to all of the
15 terms and conditions of this Agreement.

16 **AGREED TO:**

AGREED TO:

17
18 DATE: 9/14/01

DATE: _____

19
20 
21 Michael DiPirro
22 PLAINTIFF


Amazon.com, Inc.
DEFENDANT

23 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

24 DATE: 9/18/01

DATE: _____

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27 David Bush
28 Attorneys for Plaintiff
MICHAEL DIPIRRO

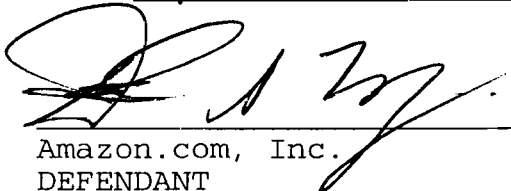
Trenton H. Norris
Attorneys for Defendant
AMAZON.COM, INC.

1 Consent Judgment. Following the expiration of the Attorney
2 General's thirty-day review period, counsel for DiPirro shall
3 submit the Consent Judgment to the Court in accordance with
4 the requirements of Health & Safety Code § 25249.7(f) and its
5 implementing regulations, thereby allowing the Attorney
6 General to serve any comments to this Consent Judgment prior
7 to the end of the thirty (30) day period.

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11 shall constitute one and the same document.

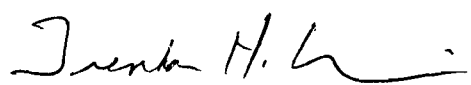
12 **15. Authorization.** The undersigned are authorized
13 to execute this Agreement on behalf of their respective
14 parties and have read, understood and agree to all of the
15 terms and conditions of this Agreement.

16 **AGREED TO:**
17
18 DATE: _____
19
20 _____
21 Michael DiPirro
22 PLAINTIFF

AGREED TO:
DATE: 9/14/01


Amazon.com, Inc.
DEFENDANT

23 **APPROVED AS TO FORM:**
24
25 DATE: _____
26
27 _____
28 David Bush
Attorneys for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:
DATE: 9/14/01


Trenton H. Norris
Attorneys for Defendant
AMAZON.COM, INC.

Exhibit A

EXHIBIT A - AMAZON

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Power Tools

Saws (such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, scroll, stonecutting, table, tile, and wall mounted).
Power Shears and Cutters (such as rotary tile and pipe cutters, and trimmers).
Power cut-out tools.
Sanders, polishers, abrading machines, and buffers.
Grinders (such as pavement, right angle, die, straight and bench grinders, and grooving equipment).
Drills and augers (such as general purpose, diamond coring, driver, hammer, drill press, and drywall drills).
Power sharpeners and files, including drill bit sharpeners.
Power screw drivers.
Power hammers (such as breaker, chipper, and rotary).
Rotary tools and impact wrenches.
Lathes, planers, shapers, edgers, and nibblers.
Routers (such as general purpose, masonry, and plunge).
Joiners (such as general purpose and plate).
Power hobby tool (such as multipurpose tool kits used for cutting and edging).
Paint drying and removing tools including sandblasters and heat guns.
Drywall cutters and trimmers.

Exhibit B

EXHIBIT B

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Consent Judgment in People v. Ace Hardware, San Francisco
Superior Court No. 995893.

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ATTORNEY GENERAL--OFFICE COPY

1 BILL LOCKYER
Attorney General of the State of California
2 RICHARD M. FRANK
Chief Assistant Attorney General
3 CRAIG C. THOMPSON
Acting Assistant Attorney General
4 EDWARD G. WEIL (S.B. No. 88302)
Deputy Attorney General
5 1515 Clay Street, 20th Floor
Oakland, CA 94612
6 Telephone: (510) 622-2149

ENDORSED
FILED
San Francisco County Superior Court

SEP 29 2000

GORDON PARK-LI, Clerk
BY: JENNIFER W. MACK
Deputy Clerk

7 Attorneys for Plaintiffs People of the State of California

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 PEOPLE OF THE STATE OF CALIFORNIA ex. rel.) No. 995893
BILL LOCKYER, Attorney General of the State of)
11 California,) CONSENT JUDGMENT
12 Plaintiffs,)
13 v.)
14 Ace Hardware Corporation, et al.)
15 Defendants.)

17 1. INTRODUCTION

18 1.1. On June 18, 1998, the Attorney General of the State of California, on behalf of the
19 People of the State of California ("People"), filed a complaint for civil penalties and injunctive
20 relief for violations of Proposition 65 and unlawful business practices in this Court.

21 1.2. The following defendants were named in the complaint: The Carborundum
22 Co., Wal-Mart Stores, Inc., Minnesota Mining and Manufacturing Company, sued herein as 3M
23 Corporation, Post Tool, Sungold Abrasives U.S.A., Inc., Truestone Block, Inc., Shamrock
24 Materials, Inc. (sued herein as "Shamrock Materials"), Sears Roebuck & Co., Orchard Supply
25 Hardware Stores Corporation, Boral Industries, Inc., Boral Bricks, Inc., Coronado Stone
26 Products, CPC Terminals, Hokanson Bldg. Block Co., Bosch Power, Div. of SB Power Tool Co.,
27 Dremel, Skil, Div. of SB Power Tool Co., Yardbirds, John Deere Consumer Products

CONSENT JUDGMENT

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Exhibit C

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EXHIBIT C

WARNING: Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains chemicals known [to the State of California] to cause cancer, birth defects or other reproductive harm. Some examples of these chemicals are:

- lead from lead-based paints,
- crystalline silica from bricks and cement and other masonry products, and
- arsenic and chromium from chemically-treated lumber.

Your risk from these exposures varies, depending on how often you do this type of work. To reduce your exposure to these chemicals: work in a well ventilated area, and work with approved safety equipment, such as those dust masks that are specially designed to filter out microscopic particles.;

[Note: Text in brackets is optional.]

or

WARNING: Some dust created by using this power tool contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.