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7 Attorneys for Plaintiff  
MICHAEL DIPIRRO

8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF ALAMEDA, HAYWARD BRANCH  
11 UNLIMITED CIVIL JURISDICTION

12

13 MICHAEL DIPIRRO, ) No. 01-034699  
14 Plaintiff, )  
15 v. ) SETTLEMENT AGREEMENT  
16 AMERWAY, INC.; GROBET USA; and )  
DOES 1 through 1000, )  
17 Defendants. )  
18 \_\_\_\_\_ )

19

20 This Settlement Agreement ("Agreement" or "Consent  
21 Judgment") is entered into by and between Michael DiPirro,  
22 Amerway, Inc. ("Amerway"), and Grobet File Company of  
23 America, Inc., a New York corporation ("Grobet"), as of  
24 April 30, 2002 (the "Effective Date"). Amerway and Grobet are  
25 referred to individually as "Defendant" and collectively as  
26 "Defendants." The parties agree to the following terms and  
27 conditions:

28

SETTLEMENT AGREEMENT

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  
6           consumer and industrial products;

7           B.    Amerway is a company that currently  
8           manufactures, distributes and/or sells a certain solder  
9           product as set forth in Exhibit A that contains lead (or lead  
10          compounds), a substance known to the State of California to  
11          cause cancer and birth defects (or other reproductive harm);

12          C.    Grobet is a company that formerly distributed a  
13          certain solder product as set forth in Exhibit A that  
14          contained lead (or lead compounds), a substance known to the  
15          State of California to cause cancer and birth defects (or  
16          other reproductive harm);

17          D.    The product which contains lead (or lead  
18          compounds) (the "Listed Chemical") and which is covered by  
19          this Agreement is provided in Exhibit A (the "Product"). For  
20          purposes of this Agreement only, Amerway does not dispute that  
21          the Product was manufactured, distributed and/or sold by  
22          Amerway in, or to a person or entity in, California at some  
23          time since December 18, 1998. For purposes of this Agreement  
24          only, Grobet does not dispute that the Product was distributed  
25          by Grobet in, or to a person or entity in, California at some  
26          time since December 18, 1998; and

1           E.    On October 5, 2001, Michael DiPirro first  
2 served Amerway, Grobet, and other public enforcement agencies  
3 with a document entitled "60-Day Notice of Violation" which  
4 provided Amerway, Grobet, and such public enforcers with  
5 notice that Michael DiPirro claimed that Amerway and Grobet  
6 were in violation of Health & Safety Code §25249.6 for  
7 allegedly failing to warn purchasers that certain products  
8 they allegedly sell in California expose users to the Listed  
9 Chemical; and

10           F.    On December 18, 2001, Michael DiPirro filed a  
11 complaint entitled Michael DiPirro v. Amerway, Inc., et al. in  
12 the Alameda County Superior Court, naming Amerway and Grobet  
13 as defendants and alleging violations of Business &  
14 Professions Code §17200 and Health & Safety Code §25249.6 in  
15 the interest of the general public in California who allegedly  
16 have been exposed to the Listed Chemical contained in certain  
17 products that Amerway manufactures, distributes and/or sells  
18 or that Grobet used to distribute.

19           G.    Nothing in this Agreement shall be construed as  
20 an admission by Amerway or Grobet of any fact, finding, issue  
21 of law, or violation of law, nor shall compliance with this  
22 Agreement constitute or be construed as an admission by  
23 Amerway or Grobet of any fact, finding, conclusion, issue of  
24 law, or violation of law. Grobet and Amerway specifically  
25 deny any violation of Business & Professions Code §17200  
26 and/or Health & Safety Code §25249.6, and enter into this  
27 Agreement to, among other things, avoid the costs of

1 litigation. This paragraph shall not diminish or otherwise  
2 affect the obligations, responsibilities, and duties of  
3 Amerway or Grobet under this Agreement.

4  
5 **NOW THEREFORE, MICHAEL DIPIRRO, AMERWAY AND GROBET AGREE AS**  
6 **FOLLOWS:**

7           **1. Scope of Agreement.** This Agreement is a full,  
8 final, and binding resolution between (a) DiPirro, acting in  
9 the interest of the general public pursuant to Health & Safety  
10 Code §25249.7(d) and Business & Professions Code §§17204 and  
11 17504, and (b) Defendants and their successors and assigns, of  
12 any violation of Proposition 65 or the Unfair Competition Law  
13 (Business & Professions Code §17200, et seq.) for the alleged  
14 failure to provide clear and reasonable warnings of exposure  
15 to lead contained in the Product. Compliance with the terms  
16 of this Agreement resolves any issue, now or in the future,  
17 concerning compliance by Amerway, Grobet, or their successors  
18 or assigns with the requirements of Proposition 65 or the  
19 Unfair Competition Law (Business & Professions Code §17200, et  
20 seq.) with respect to the Product.

21  
22           **2. Product Warnings.** Amerway shall begin to take  
23 steps to its manufacture and sale of the Product to provide  
24 the language set forth in section 2.1 below. Grobet asserts  
25 that, since it received DiPirro's notice of violation, it no  
26 longer distributes the Product in the State of California. If  
27 Grobet decides to distribute the Product in California in the

28  

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SETTLEMENT AGREEMENT

1 future, Grobet will take steps to provide the language set  
2 forth in section 2.1 below. Beginning on May 15, 2002,  
3 Amerway and Grobet agree that they will not knowingly ship, or  
4 cause to be shipped, (or sell, or cause to be sold), the  
5 Product containing the Listed Chemical in the State of  
6 California unless the Product complies with section 2.1 below:

7           **2.1** If the Product contains lead (or lead  
8 compounds), such Product shall bear the following warning  
9 statement:

10                   **"WARNING: This product contains lead, a**  
11                   **chemical known to the State of**  
12                   **California to cause cancer and birth**  
13                   **defects (or other reproductive**  
14                   **harm).";**

15                   or

16                   **"WARNING: This product contains a chemical**  
17                   **known to the State of California to**  
18                   **cause cancer and birth defects (or**  
19                   **other reproductive harm).";**

20           The warning statement shall be prominently placed on the  
21 Product or Product container with such conspicuousness, as  
22 compared with other words, statements, or designs on the  
23 label, by way of adhesive sticker or otherwise printed on the  
24 label, as to render it likely to be read and understood by an  
25 ordinary individual under customary conditions of purchase.

26                   **3. Payment Pursuant To Health & Safety Code**

27                   **§25249.7(b).** Pursuant to Health & Safety Code §25249.7(b),  
28 Amerway and Grobet shall pay a civil penalty, between them,  
of a combined total of \$1,200.00 in settlement of this

1 lawsuit. The payments shall be paid within five (5) calendar  
2 days of the Effective Date and shall be held by DiPirro's  
3 counsel until the Alameda County Superior Court approves and  
4 enters the Consent Judgment. The penalty payment is to be  
5 made payable to "Chanler Law Group In Trust For Michael  
6 DiPirro". If the Consent Judgment is not approved by the  
7 Court, DiPirro will return all funds, with interest thereon at  
8 the prevailing federal funds rate (currently set at 1.75% per  
9 annum), within five (5) calendar days of notice of the Court's  
10 decision. Penalty monies shall be apportioned by DiPirro in  
11 accordance with Health & Safety Code §25192, with 75% of these  
12 funds remitted to the State of California's Department of  
13 Toxic Substances Control.

14 **4. Reimbursement Of Fees And Costs.** The parties  
15 acknowledge that DiPirro offered to resolve the dispute  
16 without reaching terms on the amount of fees and costs to be  
17 reimbursed, thereby leaving this open issue to be resolved  
18 after the material terms of the agreement had been reached,  
19 and the matter settled. Defendants then expressed a desire to  
20 resolve the fee and cost issue once the other settlement terms  
21 were resolved, so the parties tried to (and did) reach an  
22 accord on the compensation due to DiPirro and his counsel  
23 under the private attorney general doctrine codified at C.C.P.  
24 §1021.5.

25 Amerway and Grobet shall reimburse DiPirro a total  
26 of \$18,700.00 for his attorney's fees and costs incurred as a  
27 result of investigating, bringing this matter to Defendants'

1 attention, litigating and negotiating a settlement in the  
2 public interest. Except as provided for in paragraph 4.1  
3 below, these payments shall constitute full payment for all  
4 attorneys' fees, expert and investigation fees, and litigation  
5 costs incurred by DiPirro. Amerway and Grobet each agree to  
6 pay this total sum, except as provided for in paragraph 4.1  
7 below, within five (5) calendar days of the Effective Date.  
8 Such sum shall be held by DiPirro's counsel until the Alameda  
9 County Superior Court approves and enters the Consent  
10 Judgment. If the Consent Judgment is not approved by the  
11 Court, DiPirro will return all funds, with interest thereon at  
12 the prevailing federal funds rate (currently set at 1.75% per  
13 annum), within five (5) calendar days of notice of the Court's  
14 decision. Payment should be made payable to the "Chanler Law  
15 Group".

16 **4.1 Additional Fees and Costs in Seeking**

17 **Judicial Approval.** The parties acknowledge that, pursuant to  
18 Health & Safety Code § 25249.7, a noticed motion may be  
19 required to obtain judicial approval of this Agreement.  
20 Accordingly, if one is required, the parties have agreed to  
21 file a *Joint Motion to Approve the Agreement* within a  
22 reasonable period of time after execution of this Agreement.

23 Pursuant to CCP § 1021.5, Amerway and Grobet each  
24 agree to reimburse DiPirro for one half of his reasonable  
25 attorneys' fees and costs in excess of \$1,500 (which amount  
26 DiPirro shall bear) incurred in seeking judicial approval of  
27 this Agreement at the trial and, if necessary, appellate level

1 of the court system. Such additional fees or costs relating  
2 to achieving settlement approval for this Agreement include,  
3 but are not limited to: drafting and filing a brief in support  
4 of such a Motion to Approve Settlement; any appearance made  
5 before the Court related to such approval; any further editing  
6 and finalizing of the Agreement to respond to any concerns  
7 expressed by any public enforcer or the Court; corresponding  
8 or otherwise communicating with opposing counsel on this  
9 subject; any retention of one or more experts if scientific  
10 issues become a focal point during the approval process; and  
11 presenting of the Agreement (or any modifications thereof) to  
12 the California Attorney General's Office for further comment.

13 DiPirro and his counsel expressly agree that  
14 Amerway's and Grobet's combined total liability for payment  
15 due under this sub-paragraph for work performed at the trial  
16 court level shall not exceed \$6,000 (i.e., \$3,000 each), plus  
17 out of pocket costs such as expert fees. Grobet and Amerway  
18 are only obligated to reimburse DiPirro his reasonable  
19 attorneys' fees and costs incurred with respect to any  
20 appellate work if DiPirro obtains the advance written  
21 agreement of Grobet and Amerway to pursue the appeal or defend  
22 the Agreement on appeal.

23 In the event that any public enforcer (including the  
24 California Attorney General's Office) objects or otherwise  
25 comments to one or more provisions of this Agreement, Amerway  
26 and Grobet agree to use their best efforts to support each of  
27 the terms of the Agreement, as well as to seek judicial



1 approval of this Agreement, subject, however, to Amerway's and  
2 Grobet's right to withhold their agreement to pursue any  
3 appeal.

4 Amerway's and Grobet's payment of DiPirro's  
5 legal fees and costs under this paragraph shall be due  
6 within five (5) calendar days after receipt of both notice  
7 of the Court's approval of the Agreement and a billing  
8 statement, by declaration, from DiPirro or his counsel  
9 describing in detail the additional work performed and the  
10 costs of such work ("Additional Fee Claim"). Payment of the  
11 Additional Fee Claim shall be made payable to the "Chanler  
12 Law Group." Amerway and Grobet have the right to object to  
13 DiPirro's reimbursement request and may submit the  
14 resolution of this issue to the American Arbitration  
15 Association (AAA) in Northern California to determine the  
16 reasonableness of the additional fees and costs sought,  
17 provided that an arbitration claim has been filed with AAA  
18 and served on DiPirro within ten (10) calendar days  
19 following DiPirro's service of the Additional Fee Claim on  
20 Amerway and Grobet. If an arbitration notice is not filed  
21 with AAA in a timely manner, DiPirro may file a motion,  
22 pursuant to CCP §1021.5, with the Court seeking the fees and  
23 costs incurred as set forth in this paragraph.

24 **5. Michael DiPirro's Release Of Amerway and**  
25 **Grobet.** Michael DiPirro, by this Agreement, on behalf of  
26 himself, his agents, representatives, attorneys, assigns and  
27 in the interest of the general public, waives all rights to

1 institute or participate in, directly or indirectly, any form  
2 of legal action, and releases all claims, liabilities,  
3 obligations, losses, costs, expenses, fines and damages,  
4 against Amerway and Grobet and their distributors, customers,  
5 directors, officers, employees, successors and assigns,  
6 whether under Proposition 65, the Business & Profession Code  
7 §17200 et seq., or any other statute, ordinance, regulation,  
8 law, or legal decision, based on Amerway's and/or Grobet's  
9 alleged failure to warn about exposure to the Listed Chemical  
10 contained in the Product.

11 **6. Amerway's and Grobet's Release Of Michael**

12 **DiPirro.** Amerway and Grobet, by this Agreement, waive all  
13 rights to institute any form of legal action against Michael  
14 DiPirro and his attorneys or representatives for all actions  
15 or statements made by Michael DiPirro and his attorneys or  
16 representatives in the course of seeking enforcement of  
17 Proposition 65 or Business & Profession Code §17200 against  
18 Amerway and Grobet in this lawsuit.

19 **7. Court Approval.** If, for any reason, this

20 Consent Judgment is not ultimately approved by the Court, this  
21 Agreement shall be deemed null and void.

22 **8. Amerway and Grobet Sales Data.** Amerway and

23 Grobet understand that the sales data provided to counsel for  
24 DiPirro by Amerway and Grobet was a material factor upon which  
25 DiPirro has relied to determine the amount of payments made  
26 pursuant to Health & Safety Code §25249.7(b) in this  
27 Agreement. To the best of Amerway's and Grobet's knowledge,

1 their respective sales data provided is true and accurate. In  
2 the event that DiPirro discovers facts which demonstrate to a  
3 reasonable degree of certainty that the sales data is  
4 materially inaccurate, the parties shall meet in a good faith  
5 attempt to resolve the matter within ten (10) days of  
6 Amerway's or Grobet's receipt of notice from DiPirro of his  
7 intent to challenge the accuracy of the sales data. If this  
8 good faith attempt fails to resolve DiPirro's concerns,  
9 DiPirro shall have the right to rescind the Agreement as to  
10 the Defendant whose data he intends to challenge and re-  
11 institute an enforcement action against that Defendant,  
12 provided that all sums paid by that Defendant pursuant to  
13 paragraphs 3 and 4 are returned to that Defendant within five  
14 (5) days from the date on which DiPirro notifies that  
15 Defendant of his intent to rescind this Agreement as to that  
16 Defendant. In such case, all applicable statutes of  
17 limitation shall be deemed tolled for the period between the  
18 date DiPirro filed the instant action and the date DiPirro  
19 notifies the Defendant that he is rescinding this Agreement as  
20 to that Defendant pursuant to this Paragraph.

21 **9. Product Characterization.** Amerway and Grobet  
22 acknowledge that the Product listed in Exhibit A contains lead  
23 (or lead compounds) and Plaintiff alleges that the customary  
24 use or application of the Product is likely to expose users to  
25 lead (or lead compounds), a substance known to the State of  
26 California to cause cancer and birth defects (or other  
27 reproductive harm). In the event that Amerway and/or Grobet

1 obtains analytical, risk assessment or other data ("Exposure  
2 Data") that shows an exposure to the Product poses "no  
3 significant risk" or will have "no observable effect," as each  
4 such standard is applicable and as is defined under Health &  
5 Safety Code §25249.10(c), and Amerway and/or Grobet seeks to  
6 eliminate the warnings, then the company desiring to do so  
7 shall provide DiPirro with ninety (90) days prior written  
8 notice of its intent to limit or eliminate the warning  
9 provisions under this Agreement based on the Exposure Data and  
10 shall provide DiPirro with all such supporting Exposure Data.

11 Within ninety (90) days of receipt of such Exposure Data,  
12 DiPirro shall provide the company providing such data with  
13 written notice of his intent to challenge the Exposure Data  
14 (in the event that he chooses to make such a challenge). If  
15 DiPirro fails to provide Amerway and/or Grobet written notice  
16 of his intent to challenge the Exposure Data within ninety  
17 (90) days of receipt of Amerway's and/or Grobet's notice and  
18 the Exposure Data, DiPirro shall waive all rights to challenge  
19 the Exposure Data, and Amerway and Grobet shall be entitled to  
20 limit or eliminate the warning provisions required under this  
21 Agreement with respect to the Product to which the Exposure  
22 Data applies. If DiPirro timely notifies Amerway and/or  
23 Grobet of his intent to challenge the Exposure Data, (a)  
24 Amerway and/or Grobet may stop its/their efforts to eliminate  
25 the warnings upon notice to DiPirro with no further liability  
26 or obligations or (b) DiPirro and Amerway and/or Grobet shall  
27 negotiate in good faith for a period not to exceed thirty (30)

1 days following receipt of Amerway's and/or Grobet's notice to  
2 attempt to reach a settlement of this issue. If a settlement  
3 is not reached, DiPirro and Amerway and/or Grobet agree to  
4 submit such challenge to the superior court for determination,  
5 pursuant to the court's continuing jurisdiction of this matter  
6 under C.C.P. §664.6 and this Agreement. The prevailing party  
7 shall be entitled to recover its reasonable attorneys' fees  
8 and costs associated with a motion brought under this  
9 paragraph to the court for determination.

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

14           **11. Attorney's Fees.** In the event that a dispute  
15 arises with respect to any provision(s) of this Agreement  
16 (including, but not limited to, disputes arising from the  
17 payments provisions in paragraphs 3 and 4), the prevailing  
18 party shall be entitled to recover costs and reasonable  
19 attorneys' fees, including any action brought pursuant to  
20 paragraph 4.1 herein.

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

23           **13. Notices.** All correspondence to Michael DiPirro  
24 shall be mailed to:

25                           Gregory M. Sheffer  
26                           Sheffer & Chanler  
27                           4400 Keller Ave., Suite 200  
28                           Oakland, CA 94605  
                             (510) 577-0747

1 All correspondence to Amerway, Inc. shall be  
2 mailed to:

3 Kevin E. Gilbert, Esq.  
4 Bradley, Curley, Asiano & McCarthy  
5 1100 Larkspur Landing Circle, Suite 200  
6 Larkspur, CA 94939  
7 (415) 464-8888

8 All correspondence to Grobet shall be mailed  
9 to:

10 Caroline L. Young, Esq.  
11 Lis-Milam & Associates  
12 8888 Keystone Crossing, Suite 1210  
13 Indianapolis, IN 46240  
14 (317) 574-6900

15 With a copy to :  
16 Jeffrey J. Parker, Esq.  
17 Sheppard, Mullin, Richter & Hampton LLP  
18 333 S. Hope St. 48<sup>th</sup> Floor  
19 Los Angeles, CA 90071  
20 (213) 620-1780

21 **14. Compliance With Reporting Requirements (Health**  
22 **& Safety Code §25249.7(f)).** The parties acknowledge that the  
23 reporting provisions of Health & Safety Code § 25249.7(f)  
24 apply to this Consent Judgment. Counsel for DiPirro shall  
25 comply with that section by submitting the required reporting  
26 form to, and serving a copy of this Consent Judgment on, the  
27 California Attorney General's Office when noticing the Motion  
28 to Approve hearing. Counsel for DiPirro shall submit the  
Consent Judgment to the Court in accordance with the  
requirements of Health & Safety Code § 25249.7(f) and its  
implementing regulations, thereby allowing the Attorney  
General to serve any comments to this Consent Judgment prior  
to the end of the review period.

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

16. 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:

DATE:

5/02/02

Michael DiPirro  
PLAINTIFF



AGREED TO:

DATE:

Amerway, Inc.  
DEFENDANT

AGREED TO:

DATE:

Grobet File Company of America, Inc.  
DEFENDANT

Received (WED) MAY 1 2002 13:55

05/01/2002 WED 16:59 FAX 814 944 1463  
05/01/02 11:27 FAX 415 464 8887

AMERWAY  
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1 15. Counterparts and Facsimile. This Agreement may  
2 be executed in counterparts and facsimile, each of which shall  
3 be deemed an original, and all of which, when taken together,  
4 shall constitute one and the same document.

5 16. Authorization. The undersigned are authorized  
6 to execute this Agreement on behalf of their respective  
7 parties and have read, understood and agree to all of the  
8 terms and conditions of this Agreement.

11 AGREED TO:

12 DATE: \_\_\_\_\_

14 \_\_\_\_\_  
15 Michael DiPirro  
16 PLAINTIFF

AGREED TO:

12 DATE: 5/1/02

*Laura M. Fute*  
14 \_\_\_\_\_  
15 Amerway, Inc.  
16 DEFENDANT

17 AGREED TO:

18 DATE: \_\_\_\_\_

19 \_\_\_\_\_  
20 Grobat File Company of  
21 America, Inc.  
22 DEFENDANT

28 SETTLEMENT AGREEMENT



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2 be executed in counterparts and facsimile, each of which shall  
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6 to execute this Agreement on behalf of their respective  
7 parties and have read, understood and agree to all of the  
8 terms and conditions of this Agreement.

11 **AGREED TO:**

**AGREED TO:**

12 **DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

14 \_\_\_\_\_  
15 Michael DiPirro  
16 PLAINTIFF

\_\_\_\_\_ **Amerway, Inc.**  
**DEFENDANT**

17 **AGREED TO:**

18 **DATE:** 5/1/02

19 \_\_\_\_\_  
20 *[Signature]*  
21 **Grobet File Company of**  
22 **America, Inc.**  
23 **DEFENDANT**

1 APPROVED AS TO FORM:

2 DATE: 5/2/02

3  
4 Clifford A. Chanler/p.s.  
5 Clifford A. Chanler  
6 Attorneys for Plaintiff  
MICHAEL DIPIRRO

APPROVED AS TO FORM:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Kevin E. Gilbert  
Attorneys for Defendant  
AMERWAY, INC.

APPROVED AS TO FORM:

DATE: \_\_\_\_\_

Sheppard, Mullin, Richter &  
Hampton LLP

\_\_\_\_\_  
By: Jeffrey J. Parker  
Attorneys for Defendant  
GROBET File Company of  
America, Inc.

Received (WED)MAY 1 2002 13:56

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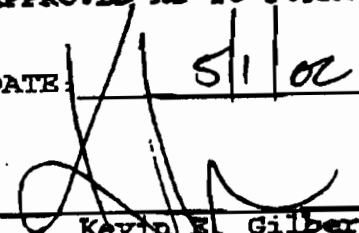
APPROVED AS TO FORM:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clifford A. Chanler  
Attorneys for Plaintiff  
MICHAEL DIPIRRO

APPROVED AS TO FORM:

DATE: 5/1/02

  
\_\_\_\_\_  
Kevin R. Gilbert  
Attorneys for Defendant  
AMERWAY, INC.

APPROVED AS TO FORM:

DATE: \_\_\_\_\_

Sheppard, Mullin, Richter &  
Hampton LLP

\_\_\_\_\_  
By: Jeffrey J. Parker  
Attorneys for Defendant  
GROBET File Company of  
America, Inc.

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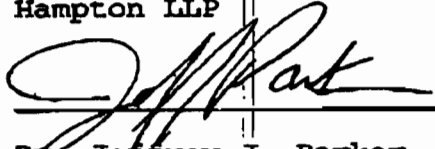
\_\_\_\_\_  
Clifford A. Chanler  
Attorneys for Plaintiff  
MICHAEL DIPIRRO

\_\_\_\_\_  
Kevin E. Gilbert  
Attorneys for Defendant  
AMERWAY, INC.

APPROVED AS TO FORM:

DATE: 5/1/02

Sheppard, Mullin, Richter &  
Hampton LLP



By: Jeffrey J. Parker  
Attorneys for Defendant  
GROBET File Company of  
America, Inc.

SETTLEMENT AGREEMENT

**EXHIBIT A**

The "Product" is defined as:

Pewter Solder 1 lb. Spool 1/16 / SN 60 PB40 Dia.062  
aka Pewter Solder, Catalog No. 54.804