

1 David Bush, State Bar No. 154511
Jennifer Henry, State Bar No. 208221
2 BUSH & HENRY
ATTORNEYS AT LAW
3 4400 Keller Avenue, Suite 200
Oakland, CA 94605
4 Tel: (510) 577-0747

5 Clifford A. Chanler, State Bar No. 135534
CHANLER LAW GROUP
6 Magnolia Lane (off Huckleberry Hill)
New Canaan, CT 06840-3801
7 Tel: (203) 966-9911

8 Attorneys for Plaintiff
MICHAEL DIPIRRO

9
10 LISA MARIE SCHULL (State Bar No. 196132)
ORRICK, HERRINGTON & SUTCLIFFE LLP
400 Sansome Street
11 San Francisco, California 94111
Telephone: (415) 392-1122
12 Facsimile: (415) 773-5759

13 JEFFREY A. CONCIATORI
ORRICK, HERRINGTON & SUTCLIFFE LLP
14 666 Fifth Avenue
New York, New York 10103
15 Telephone: (212) 506-5000
Facsimile: (212) 506-5151

16 Attorneys for Defendant
17 BLUEFLY, INC.

18
19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF ALAMEDA

21
22 MICHAEL DIPIRRO,
23 Plaintiff,
24 v.
25 BLUEFLY, INC.; and DOES 1 through
1000,
26 Defendant.

CASE NO. H218974-7
CONSENT JUDGMENT

1 This Consent Judgment (“Consent Judgment”) is entered into by and between Michael
2 DiPirro (“DiPirro”) and Bluefly, Inc., a Delaware corporation, (“Bluefly”) as of the date last executed
3 below (the “Effective Date”). The parties agree to the following terms and conditions:

4 WHEREAS:

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

8 B. Bluefly is an internet-based retailer headquartered in New York that sells and
9 offers for sale certain crystalware that contains lead (or lead compounds), a substance known to the State
10 of California to cause birth defects (or other reproductive harm);

11 C. Crystalware products sold and/or resold by Bluefly are covered by this Consent
12 Judgment and are herein termed “Products.” Certain of the Products have been shipped by Bluefly to
13 customers located in California at various times since December 15, 1999;

14 D. On January 12, 2001, Michael DiPirro first filed a document entitled “60-Day
15 Notice of Violation” (“Notice”) which was intended to notify Bluefly and such public enforcers of
16 DiPirro’s contention that Bluefly was allegedly in violation of Health & Safety Code §25249.6 for
17 allegedly failing to warn purchasers that certain crystalware products shipped by it to customers in
18 California expose users to one of the Proposition 65-listed chemicals;

19 E. Prior to Bluefly’s receipt of the Notice, Bluefly asserts that it did not know that
20 any of the Products contained lead, and had not been provided any information that would indicate
21 whether the Products contain lead or lead compounds. Bluefly provided an immediate response to the
22 Notice, and beginning on March 12, 2001, and continuing through the date of this Consent Judgment,
23 Bluefly has voluntarily attached Proposition 65 product warnings to the packaging of Products
24 containing lead (or lead compounds) and intended for use in storing or serving food or drink sold and/or
25 resold by Bluefly;

26 F. On March 23, 2001, Michael DiPirro filed a complaint entitled Michael DiPirro v.
27 Bluefly, Inc., et al. in the Alameda County Superior Court, naming Bluefly as a defendant and alleging
28 violations of Business & Professions Code §17200 and Health & Safety Code §25249.6 in the interest

1 of the general public, who allegedly have been exposed to one or more chemicals listed pursuant to
2 Proposition 65 contained in certain crystalware products sold and/or resold by Bluefly (“Complaint”);
3 and

4 G. The parties enter into this Consent Judgment pursuant to a full and final
5 compromise of disputed claims between the parties for the purpose of avoiding expensive and protracted
6 litigation. This Consent Judgment and compliance with it shall not constitute an admission with respect
7 to any allegation made in either the Notice or Complaint, each and every allegation of which Bluefly
8 denies, nor may this Consent Judgment or compliance with it be used as an admission or evidence of
9 any fact, wrongdoing, misconduct, culpability or liability on the part of Bluefly. However, this
10 paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Bluefly
11 under this Consent Judgment.

12

13 NOW THEREFORE, MICHAEL DIPIRRO AND BLUEFLY AGREE AS FOLLOWS:

14 1. **Product Warnings.** To the extent that it is not currently doing so as described in
15 paragraph E above, Bluefly shall begin to take reasonable steps in regard to its resale of certain of the
16 Products to provide the language set forth in the section 1.1 below. Beginning thirty (30) business days
17 after the date this Consent Judgement is approved by the Court and served on Bluefly, Bluefly agrees
18 that it will not knowingly and intentionally ship to a customer located at an address in California any
19 Products that contain lead (or lead compounds) and that are intended for use in storing or serving food or
20 drink to an address located in the State of California unless such Products comply with section 1.1
21 below:

22 1.1 For all Products that contain lead (or lead compounds) and that are
23 intended for use in storing or serving food or drink, such Products shall bear the following warning
24 statement:

25 **“WARNING: This product contains lead, a chemical known to the**
26 **State of California to cause birth defects (or other reproductive**
27 **harm).”;**

27 or

28 **“WARNING: This product contains a chemical known to the State of**

1 California to cause birth defects (or other reproductive harm).”;

2 or

3 “WARNING Use of this product will expose you to lead, a chemical
4 known to the State of California to cause birth defects or other
reproductive harm.”

5 The warning statement shall be prominently placed with such conspicuousness, as
6 compared with other words, statements, designs or devices, as to render it likely to be read and
7 understood by an ordinary individual under customary conditions of purchase.

8 1.2 While not an exhaustive list of acceptable placements of the warning
9 statement set forth above, acceptable locations include: (a) on a sticker or label placed on the exterior of
10 either the shipping or original “retail” packaging containing the Product in a legible font size; (b) on the
11 packing slip included with the shipment in a legible font size; (c) on the Product itself; (d) in or on any
12 relevant Bluefly mail order catalog or website. The selection of the warning location shall be at the sole
13 option of Bluefly.

14 1.3 Bluefly agrees that for all Products for which the warning (pursuant to this
15 section) is conveyed after the purchase and delivery of the Product, the purchaser shall have the right to
16 return the Product to Bluefly for a period of not less than 30 days.

17 2. Payment Pursuant to Health & Safety Code §25249.7(b). Pursuant to Health
18 & Safety Code §25249.7(b), Bluefly shall pay a civil penalty of \$2,500. The payment of \$2,500 shall be
19 paid within five (5) business days of the Effective Date and shall be held in trust by DiPirro’s counsel
20 until the Alameda County Superior Court approves and enters the Consent Judgment. The penalty
21 payment is to be made payable to “Chanler Law Group In Trust For Michael DiPirro.” If the Consent
22 Judgment is not approved by the Court, DiPirro and his counsel will return all funds, with interest
23 thereon at a rate of six percent (6%) per annum, within five (5) business days of notice of the Court’s
24 decision. Penalty monies shall be apportioned by DiPirro in accordance with Health & Safety Code
25 §25192, with 75% of these funds remitted to the State of California’s Department of Toxic Substances
26 Control.

27 Bluefly understands that the payment schedule as stated in this Consent Judgment is a
28 material factor upon which DiPirro has relied in entering into this Consent Judgment. Bluefly agrees

1 that all payments will be made in a timely manner in accordance with the payment due dates. Bluefly
2 will be given a five (5) business day grace period from the date payment is due. Bluefly agrees to pay
3 Michael DiPirro \$250 per business day for each business day the payment is received after the grace
4 period ends. For purposes of this paragraph, each new business day (requiring an additional \$250
5 payment) will begin at 5 p.m. (PST).

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

13 Within five (5) business days of the Effective Date, Bluefly shall reimburse DiPirro and
14 his counsel in the amount of \$18,700 for his fees and costs incurred as a result of investigating, bringing
15 this matter to Bluefly’s attention, and litigating and negotiating a settlement in the public interest, and is
16 intended to be a final resolution of any claim for fees or costs DiPirro might otherwise claim. Said
17 amount shall be held in trust by DiPirro’s counsel until the Alameda County Superior Court approves
18 and enters the Consent Judgment. If the Consent Judgment is not approved by the Court, DiPirro and
19 his counsel will return said amount to Bluefly, with interest thereon at a rate of six percent (6%) per
20 annum, within five (5) business days of notice of the Court’s decision. The reimbursement hereunder
21 shall be made by check payable to the “Chanler Law Group.”

22 Bluefly understands that the payment schedule as stated in this Consent Judgment is a
23 material factor upon which DiPirro has relied in entering into this Consent Judgment. Bluefly agrees
24 that all payments will be made in a timely manner in accordance with the payment due dates. Bluefly
25 will be given a five (5) business day grace period from the date payment is due. Bluefly agrees to pay
26 Michael DiPirro \$250 for each business day the payment is not received after the grace period ends. For
27 purposes of this paragraph, each new business day (requiring a \$250 payment) will begin at 5 p.m.
28 (PST).

1 **3.1 Additional Contingent Fees and Costs.** In the event that the California
2 Attorney General’s office, pursuant to 11 C.R.C. §3000, et seq., serves objections to this Consent
3 Judgment on either of the parties, such that it requires DiPirro to incur additional legal fees or costs
4 relating to this Consent Judgment, Bluefly shall reimburse DiPirro for any fees and costs incurred by
5 DiPirro and his counsel in excess of \$1,500 from the date of receipt of the Attorney General’s
6 objections, provided that DiPirro first obtains Bluefly’s consent to proceed with the Consent Judgment
7 under these circumstances and further provided that the Consent Judgment receives approval by the
8 Attorney General in a form satisfactory to Bluefly and the total amount of any such additional fees and
9 costs do not exceed a total of \$3,000 above the initial \$1,500. Such additional legal fees or costs relating
10 to this Consent Judgment include, but are not limited to: further editing and finalizing of the Consent
11 Judgment; corresponding with opposing counsel; retention of experts; presenting of the Consent
12 Judgment (or any modifications thereof) to the Attorney General for further comment; and any briefing
13 and/or appearance before the Court related to this Consent Judgment. DiPirro agrees to document all
14 fees and costs incurred from the date of receipt of the Attorney General’s objections through the date of
15 court approval of the Consent Judgment and to forward a final billing statement to Bluefly that includes
16 the documentation of DiPirro’s fees and costs with any demand for reimbursement. Prior to receiving
17 such documentation, Bluefly agrees to enter into a letter agreement in which the parties agree that, by
18 transmitting such information, no privilege will be waived by DiPirro or his counsel. Such additional
19 reimbursement of legal fees and costs shall be due within ten (10) business days after receipt of both
20 notice of Court approval of the Consent Judgment and final billing statement from DiPirro. Defendant
21 has the right to object to such reimbursement and may submit the resolution of this issue to the
22 American Arbitration Association (AAA) in Northern California to determine the reasonableness of the
23 additional fees and costs sought, provided that such notice of objection or decision to arbitrate is
24 received by DiPirro by the end of the ten (10) business days after Bluefly’s receipt of the final billing
25 statement from DiPirro. If an arbitration notice is not filed with AAA in a timely manner, DiPirro may
26 file a motion with the Court for fees and costs pursuant to Cal. C.C.P. §1021.5 and this Consent
27 Judgment associated with any additional fees and costs incurred as set forth in this paragraph.

28 **4. Michael DiPirro’s Release Of Bluefly.** Michael DiPirro, by this Consent

1 Judgment, on behalf of himself, his agents, representatives, attorneys, assigns, and in the interest of the
 2 general public, waives all rights to institute or participate in, directly or indirectly, any form of legal
 3 action, and releases all claims, liabilities, obligations, losses, costs, expenses, fines and damages, against
 4 Bluefly and its distributors, suppliers, customers, directors, officers, employees, affiliates (defined as
 5 entities directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is
 6 under common control with, Bluefly), subsidiaries, divisions, successors and assigns, whether under
 7 Proposition 65 (Health and Safety Code §25249.7(d)) or the Business & Profession Code §17200 et seq.,
 8 or any other statutory, common law or other claim, that was or could have been asserted against Bluefly
 9 based on Bluefly’s alleged failure to warn about exposure to lead (or lead compounds) contained in any
 10 of the Products.

11 **5. Bluefly’s Release Of Michael DiPirro.** Bluefly, by this Consent Judgment,
 12 waives all rights to institute any form of legal action against Michael DiPirro and his attorneys or
 13 representatives, for all actions or statements made by Michael DiPirro, and his attorneys or
 14 representatives, in the course of seeking enforcement of Proposition 65 or Business & Profession Code
 15 §17200 against Bluefly for alleged failure to warn about exposure to lead (or lead compounds) contained
 16 in any of the Products.

17 **6. Court Approval.** If, for any reason, this Consent Judgment is not approved by
 18 the Court, all terms of this Consent Judgment shall be deemed null and void, except to the extent that
 19 repayment of funds, fees, or costs by DiPirro and his counsel to Bluefly is required by this Consent
 20 Judgment.

21 **7. Bluefly Sales Data.** Bluefly understands that the sales data provided to counsel
 22 for DiPirro by Bluefly was a material factor upon which DiPirro has relied to determine the amount of
 23 payments made pursuant to Health & Safety Code §25249.7(b) in this Consent Judgment. To the best of
 24 Bluefly’s knowledge, the sales data provided is true and accurate. In the event that DiPirro discovers
 25 facts which demonstrate to a reasonable degree of certainty that the sales data is materially inaccurate,
 26 the parties shall meet in a good faith attempt to resolve the matter within ten (10) business days of
 27 Bluefly’s receipt of notice from DiPirro of his intent to challenge the accuracy of the sales data. If this
 28 good faith attempt fails to resolve DiPirro’s concerns, DiPirro shall have the right to rescind the Consent

1 Judgment, return all monies paid to him, the Chanler Law Group, and/or the Chanler Law Group in
2 Trust for Michael DiPirro, including any penalty or fees and costs received from Bluefly, and re-institute
3 an enforcement action against Bluefly, provided that all sums paid by Bluefly pursuant to paragraphs 2
4 and 3 are returned to Bluefly within ten (10) business days from the date on which DiPirro notifies
5 Bluefly of his intent to rescind this Consent Judgment. In such case, all statutes of limitation applicable
6 to any sales by Bluefly of Products prior to the Effective date hereof shall be deemed tolled for the
7 period between the date DiPirro filed the instant action and the date DiPirro notifies Bluefly that he is
8 rescinding this Consent Judgment pursuant to this Paragraph.

9 **8. Product Characterization.** Bluefly acknowledges that, based on information
10 provided to it (which it has not independently verified), certain of the Products contain lead (or lead
11 compounds) and DiPirro alleges that the customary use or application of the Products is likely to expose
12 users to lead (or lead compounds), a substance known to the State of California to cause birth defects (or
13 other reproductive harm). In the event that Bluefly obtains analytical, risk assessment or other data
14 (“Exposure Data”) that shows an exposure to any or all Products, for which warning is required by this
15 Consent Judgment, will have “no observable effect,” as such standard is applicable and as defined under
16 Health & Safety Code §25249.10(c) and Bluefly seeks to eliminate the warnings, then Bluefly shall
17 provide DiPirro with ninety (90) days prior written notice of its intent to limit or eliminate the warning
18 provisions under this Consent Judgment based on the Exposure Data and shall provide DiPirro with all
19 such supporting Exposure Data. Within ninety (90) days of receipt of Bluefly Exposure Data, DiPirro
20 shall provide Bluefly with written notice of his intent to challenge the Exposure Data (in the event that
21 he chooses to make such a challenge). If DiPirro fails to provide Bluefly written notice of his intent to
22 challenge the Exposure Data within ninety (90) days of receipt of Bluefly’s notice and the Exposure
23 Data, DiPirro shall waive all rights to challenge the Exposure Data, and Bluefly shall be entitled to limit
24 or eliminate the warning provisions required under this Consent Judgment with respect to those Products
25 to which the Exposure Data applies. If DiPirro timely notifies Bluefly of his intent to challenge the
26 Exposure Data, DiPirro and Bluefly (a) may stop its efforts to eliminate the warnings upon notice to
27 DiPirro with no further liability or obligations or (b) shall negotiate in good faith for a period not to
28 exceed thirty (30) days following receipt of Bluefly’s notice to attempt to reach a settlement of this

1 issue. If a settlement is not reached, DiPirro and Bluefly agree to submit such challenge to the Alameda
2 County Superior Court for determination, pursuant to the Court’s continuing jurisdiction of this matter
3 under Cal. C.C.P. §664.6 and this Consent Judgment. The prevailing party shall be entitled to
4 reasonable attorneys’ fees and costs associated with bringing a motion brought under this paragraph to
5 the Court for determination.

6 **9. Enforcement of Judgment/Stipulated Remedies.**

7 **9.1** The terms of this Agreement are enforceable by and among the parties
8 hereto, or with respect to injunctive relief provided for herein, by the California Attorney General.
9 Enforcement of the warning requirement provided for in paragraph 1 shall be exclusively pursuant to
10 terms of this paragraph.

11 **9.2** In the event that, at any time following the thirty (30) days after notice of
12 entry of this Consent Judgment by the Court is filed and served on Bluefly, DiPirro identifies an
13 occasion in which a California resident receives a Product that contains lead (or lead compounds) and
14 that is intended for use in storing or serving food or drink from Bluefly that does not contain a warning
15 as required by paragraph 1, DiPirro shall notify Bluefly in writing of such alleged failure to comply with
16 paragraph 1 (“Notice of Failure to Warn”). The Notice of Failure to Warn shall be sent by certified first
17 class mail as provided in paragraph 16, and must be served within fifteen (15) days of the date of the
18 alleged failure to warn. The Notice of Failure to Warn shall identify a description of the Product and
19 alleged failure to warn in sufficient detail to allow Bluefly to determine the basis of the allegation.

20 **9.3** In the event Bluefly corrects or contests the alleged failure(s) within sixty
21 (60) days of receiving the Notice of Failure to Warn, DiPirro shall take no further enforcement action
22 with respect to such alleged failure(s). In the event Bluefly fails to contest or correct such alleged
23 failure(s) within sixty (60) days following service of the Notice of Failure to Warn, Bluefly shall pay to
24 DiPirro a stipulated amount of \$100 for each such violation (“Failure to Cure”). Two (2) occurrences of
25 a Failure to Cure in any six (6) month period shall constitute a breach of this Consent Judgment and
26 entitle DiPirro to enforce the same in any court of competent jurisdiction.

27 **9.4** In the event that Bluefly contests the allegations contained in any Notice
28 of Failure to Warn, it shall notify DiPirro of the same in writing within thirty (30) days of its receipt of

1 the Notice of Failure to Warn, and may provide documentary evidence in support of its position.
 2 DiPirro may then either withdraw his objection in writing, or within thirty (30) days of his receipt of
 3 Bluefly’s response, he shall request that the parties meet and confer to attempt to resolve their dispute on
 4 mutually acceptable terms. If the parties remain unable to resolve their dispute, DiPirro may seek to
 5 enforce the terms and conditions contained in this Consent Judgment.

6 **10. Scope of Consent Judgment.** As to the Products, this Consent Judgment is a
 7 full, final, and binding resolution between DiPirro, acting on behalf of himself, his agents,
 8 representatives, attorneys, assigns, and in the interest of the general public as provided by Health and
 9 Safety Code §25249.7(d) and Business and Professions Code §17204, on the one hand, and Bluefly, on
 10 the other hand, of any violation of Proposition 65 and/or the Unfair Competition Act, of all claims made
 11 or which could have been made in the Notice and/or the Complaint, and of any other statutory,
 12 regulatory or common law claim that could have been asserted against Bluefly and/or its distributors,
 13 suppliers, customers, directors, officers, employees, affiliates (defined as entities directly, or indirectly
 14 through one or more intermediaries, controls, or is controlled by, or is under common control with,
 15 Bluefly), subsidiaries, divisions, successors and/or assigns arising out of the alleged failure to provide
 16 clear, reasonable, and lawful warnings of exposure to lead (or lead compounds) contained in or
 17 otherwise associated with certain of the Products manufactured, sold and/or resold, sold or distributed
 18 by, for, or on behalf of Bluefly. As to the Products, compliance with the terms of this Consent Judgment
 19 shall be deemed to constitute full compliance by Bluefly and/or its distributors, suppliers, customers,
 20 directors, officers, employees, affiliates (defined as entities directly, or indirectly through one or more
 21 intermediaries, controls, or is controlled by, or is under common control with, Bluefly), subsidiaries,
 22 divisions, successors and/or assigns with any applicable requirements of Proposition 65 and/or the
 23 Unfair Competition Act with respect to failure to warn for toxic chemicals with the sale of the Products.

24 **11. Application of Judgment.** The obligations of this Consent Judgment shall apply
 25 to and be binding upon all plaintiffs acting in the public interest pursuant to Health and Safety Code
 26 §25249.7 and/or Business and Professions Code §17204, and Bluefly, and its affiliates (defined as
 27 entities directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is
 28 under common control with, Bluefly), subsidiaries, divisions, successors, and assigns.

1 **12. Severability.** In the event that any of the provisions of this Consent Judgment are
2 held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely
3 affected.

4 **13. Attorneys' Fees.** In the event that a dispute arises with respect to any
5 provision(s) of this Consent Judgment (including, but not limited to, disputes arising from the late
6 payments provisions in paragraphs 2 and 3), the prevailing party shall be entitled to recover costs and
7 reasonable attorneys' fees.

8 **14. Governing Law.** The terms of this Consent Judgment shall be governed by the
9 laws of the State of California.

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

11 Jennifer Henry or David Bush
12 Bush & Henry
13 4400 Keller Ave., Suite 200
14 Oakland, CA 94605
15 (510) 577-0747

16 All correspondence to Bluefly shall be mailed to:

17 Bluefly, Inc. — General Counsel
18 42 West 39th Street
19 New York, NY 10018

20 Jeffrey A. Conciatori
21 Orrick, Herrington & Sutcliffe, LLP
22 666 Fifth Avenue
23 New York, NY 10103
24 (212) 506-5000

25 **16. Compliance With Reporting Requirements (Health & Safety Code**
26 **§25249.7(f)).** The parties agree to comply with the reporting form requirements referenced in Health &
27 Safety Code §25249.7(f). As of the Effective Date, the California Attorney General's reporting forms
28 are not available. DiPirro represents, however, that his counsel will send a copy of this Consent
Judgment to the California Attorney General's Office prior to or concurrently with the submission of
this Consent Judgment to the Alameda Superior Court. If the new reporting regulations go into effect
before the Effective Date, DiPirro shall present this Consent Judgment to the Alameda County Superior
Court thirty (30) days after serving the Attorney General with a copy of this Consent Judgment, thereby
allowing the Attorney General to serve any objections to this Consent Judgment prior to the end of the

1 thirty (30) day period.

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

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

8 **AGREED TO:**

AGREED TO:

9 DATE: 9/18/01

DATE: _____

10
11 
12 Michael DiPirro
13 PLAINTIFF

Bluefly, Inc.
DEFENDANT

14 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

15 DATE: 9/27/01

DATE: _____

16
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18 David Bush
19 Attorneys for Plaintiff
MICHAEL DIPIRRO

Jeffrey A. Conciatori
Attorneys for Defendant
BLUEFLY, INC.

1 Court thirty (30) days after serving the Attorney General with a copy of this Consent Judgment, thereby
2 allowing the Attorney General to serve any objections to this Consent Judgment prior to the end of the
3 thirty (30) day period.

4 **17. Counterparts and Facsimile.** This Consent Judgment may be executed in
5 counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken
6 together, shall constitute one and the same document.

7 **18. Authorization.** The undersigned are authorized to execute this Consent
8 Judgment on behalf of their respective parties and have read, understood and agree to all of the terms
9 and conditions of this Consent Judgment.

10 **AGREED TO:**

11 DATE: _____

12
13
14 Michael DiPirro
15 PLAINTIFF

AGREED TO:

11 DATE: 9/18/01

12
13 
14 Bluefly, Inc.
15 DEFENDANT

16 **APPROVED AS TO FORM:**

17 DATE: _____

18
19
20 David Bush
21 Attorneys for Plaintiff
22 MICHAEL DIPIRRO

APPROVED AS TO FORM:

17 DATE: September 17, 2001

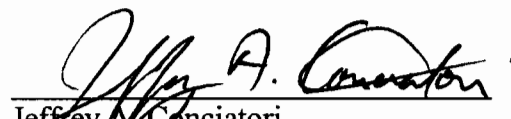
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19 
20 Jeffrey A. Conciatori
21 Attorneys for Defendant
22 BLUEFLY, INC.

Exhibit A

EXHIBIT A

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Leaded crystal glassware intended for storing or serving food or drink.

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