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11 Attorneys for Defendant
12 The Bombay Company, Inc.
(sued herein as Bombay Company, Inc.)

13 SUPERIOR COURT OF CALIFORNIA - COUNTY OF ALAMEDA

14 MICHAEL DiPIRRO,
15
16 Plaintiff,

17 vs.

18 BOMBAY COMPANY, INC., and
DOES 1 through 1000,
19 Defendants.

No. H-220168-7

CONSENT JUDGMENT

22 **1. INTRODUCTION**

23 1.1 Michael DiPirro ("DiPirro") is an individual residing in San Francisco
24 who seeks to promote awareness of exposures to toxic chemicals and improve
25 human health by reducing or eliminating hazardous substances contained in
26 consumer and industrial products;
27
28

1.2 For purposes of this Consent Judgment, the term "The Bombay Company, Inc." shall mean The Bombay Company, Inc. a Delaware corporation, and all of its divisions, if any (hereafter collectively referred to as "Bombay").

1.3 Since sometime after January 1, 2000, Bombay has distributed or sold in the State of California certain terrarium products (including, but not limited to the Petite Victorian terrarium and the Mini-Dome terrarium) that Plaintiff contends contain lead (or lead compounds) a chemical listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5 et. seq., also known as Proposition 65 (hereafter referred to as the "Listed Chemical"). These lead containing terrarium products are hereafter referred to, for purposes of this Consent Judgment, as the "Products".

1.4 On March 22, 2001, DiPirro first served Bombay and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided Bombay and such public agencies with notice that Bombay was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that the Products exposed users to the Listed Chemical.

1.5 On June 1, 2001, DiPirro filed a complaint entitled Michael DiPirro v. Bombay Company, Inc., No. H-220168-7, in the Alameda County Superior Court, naming Bombay and various does as defendants and alleging violations of Business & Professions Code §17200 et seq., and Health & Safety Code §25249 et seq., on behalf of individuals in California who may have been exposed to the Listed Chemical contained in the Products. Bombay filed its answer to the complaint on June 29, 2001.

1.6 Bombay denies the material factual and legal allegations contained in the 60-Day Notice and the Complaint filed by DiPirro for alleged violations of Proposition 65 and Business & Professions Code §17200 et seq., and maintains that all Products distributed or sold by Bombay in California, including, but not limited to, the Products, have been and are in compliance with all laws.

1.7 Nothing in this Consent Judgment shall be construed as an admission by Bombay of any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Bombay of any fact, finding, conclusion, issue of law or violation of law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities and duties of Bombay under this Agreement.

1.8 For purposes of this Consent Judgment, the term "Effective Date" shall mean December 12, 2001.

2. PRODUCT WARNINGS

2.1 Bombay shall not, after the Effective Date, knowingly distribute or sell in the state of California any Products that contain lead (or lead compounds) unless Proposition 65 warnings are provided for such Products in accordance with Sections 2.2 – 2.4 below. Bombay may satisfy any warning obligations by complying with any of the warning methods identified in Sections 2.2 through 2.4, either: (a) product or packaging labeling, pursuant to Section 2.2 or (b) point of sale warnings at any California retail stores, as set forth in Section 2.3 and warnings for any mail order or Internet sales, as set forth in Section 2.4.

2.2 **Product Labeling:** Bombay may provide a warning by having a durable label affixed to the packaging or labeling of, or directly to the Products, that contains a warning that includes the language set forth below:

WARNING: This product contains lead, a chemical known to the State of California to cause cancer and birth defects (or other reproductive harm).

or

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

The warnings identified above in this subsection shall be prominent and displayed with such conspicuousness, as compared with other words, statements,

1 or designs, as to render them likely to be read and reasonably understood by
2 ordinary individuals under customary conditions of purchase or use.

3 **2.3. Point of Sale Warnings:** As an alternative to having the
4 product/packaging warnings provided in Section 2.2, Bombay may provide
5 warnings by posting signs at its California retail outlets that sell the Products. If this
6 is chosen, then any Bombay store in California that sells Products shall either: (a)
7 post an 8 inch by 10 inch warning sign which includes language substantially
8 similar to that set forth in Section 2.2 at each location where the Products are or
9 may be displayed, in a manner such that any potential purchaser of the Products
10 would be reasonably likely to see a warning sign, with the warning sign being free
11 standing, placed on a wall, hung or displayed in any manner; or (b) post a 4 inch by
12 6 inch warning sign which includes language substantially similar to that set forth in
13 Section 2.2 on a shelf where the Product is displayed in a manner such that any
14 potential purchaser of the Products would be reasonably likely to see the warning
15 sign.

16 The warning statement shall be prominent and displayed with such
17 conspicuousness, as compared with other words, statements, or designs, as to
18 render it likely to be read and reasonably understood by an ordinary individual under
19 customary conditions of purchase or use.

20 **2.4 Mail Order and Internet Sales.** Where Products are available for sale to
21 California residents by mail order or from the Internet, a warning shall be included,
22 at Bombay's sole option, either: (a) in the mail order catalog (if any) or on the web
23 site (if any) pursuant to Section 2.4.1 or 2.4.2; or (b) with the Product when it is
24 shipped to California customers pursuant to Section 2.4.3. If Bombay elects to
25 provide warnings in the mail order catalog, then such warnings (at a location
26 designated in Section 2.4.1) shall be included in the galley prints of such catalogs
27 sent to the printer at least 30 days after notice of entry of this Consent Judgment
28 is served on Bombay. Nothing in this Section shall require Bombay to provide

1 warnings for any Product ordered from a mail order catalog printed before the date
2 of notice of entry of this Consent Judgment is served on Bombay, or to modify any
3 such mail order catalog.

4 **2.4.1 Mail Order Catalog** The warning shall include language
5 substantially similar to that set forth in Section 2.2 and shall be stated within the
6 catalog, either: (a) on the same page on which the Product is displayed, (b) on the
7 same page as any order form or order information, or (c) on the same page as the
8 price, in the same size type face as the surrounding non-heading text. The warning
9 should be displayed in a manner ensuring that the reader would reasonably
10 understand that the warning is associated with the Products.

11 **2.4.2 Bombay Internet Web Site.** The warning message shall include
12 language substantially similar to that set forth in Section 2.2 and shall be displayed
13 either: (a) on the same page on which a Product is displayed, (b) on the same page
14 as any order form or order information for a Product, (c) on the same page as the
15 price for any Product or (d) in any manner such that is likely to be read and
16 understood by an ordinary individual under customary conditions of purchase of a
17 Product. If a link is used, it shall state "California residents" and shall be of a size
18 equal to the size of other links on the page.

19 **2.4.3 Package Insert or Label** Alternatively, a warning may be provided
20 with the Product when it is shipped, by: (a) product labeling pursuant to Section
21 2.2 above, (b) inserting a card or slip of paper, measuring at least 4 inches by 6
22 inches in the shipping cartons, or (c) including the warning on the packing slip or
23 customer invoice identifying the Product in lettering the same size as the
24 description of the Product. The warning shall include the language set forth in
25 Section 2.2 above and shall inform the customer that he or she may return the
26 Product for a full refund within 30 days of receipt.

27 **2.5** The warning requirements contained in this Consent Judgment
28 shall have no effect on Products sold or shipped by Bombay to customers outside

1 of the State of California.

2 2.6 Michael DiPirro contends that each of the Products contains one
3 or more substances known to the State of California to cause cancer or birth
4 defects (or other reproductive harm). In the event that Bombay obtains analytical,
5 risk assessment or other data ("Exposure Data") that shows that an exposure to
6 any or all of the Products poses "no significant risk" or will have "no observable
7 effect," as each such standard is applicable and as each is defined under Health &
8 Safety Code §25249.10(c), Bombay shall provide DiPirro with 90 days prior written
9 notice of its intent to limit or eliminate the Proposition 65 warnings set forth in
10 Sections 2.2-2.4 of this Consent Judgment based on the Exposure Data and shall
11 provide DiPirro with all such supporting Exposure Data. Within thirty (30) days of
12 receipt of Bombay's Exposure Data, DiPirro shall provide Bombay with written
13 notice of his intent to challenge the Exposure Data (in the event that he chooses to
14 make such a challenge). If DiPirro fails to provide Bombay written notice of his
15 intent to challenge the Exposure Data within thirty (30) days of receipt of Bombay's
16 notice and the Exposure Data, DiPirro shall waive all rights to challenge the
17 Exposure Data, and Bombay shall be entitled to limit or eliminate the Proposition 65
18 warnings required under this Consent Judgment with respect to those Product(s) to
19 which the Exposure Data applies. If DiPirro timely notifies Bombay of his intent to
20 challenge the Exposure Data, DiPirro and Bombay shall negotiate in good faith to
21 attempt to reach a settlement. In the event that no settlement is reached within
22 thirty (30) days of mailing by DiPirro of such notice of challenge, DiPirro and
23 Bombay agree to submit such challenge to the Court for determination, pursuant to
24 the Court's continuing jurisdiction of this matter under California Code of Civil
25 Procedure Section 664.6 and this Consent Judgment. The prevailing party shall be
26 entitled to reasonable attorneys' fees and costs associated with such a
27 determination. If DiPirro does not challenge Bombay's notice or the Court
28 determines that no warning is required for particular Products, Bombay shall no

longer be required to provide the warnings described in this Consent Judgment for those Products.

3. MONETARY PAYMENTS

3.1 Payment Pursuant to Health & Safety Code Section 25249.7(b).

Pursuant to Health & Safety Code §25249.7(b), Bombay shall pay a civil penalty of \$600.00. The payment of \$600.00 shall be made within five (5) calendar days of the Effective Date and shall be held in trust by DiPirro's counsel until the Alameda County Superior Court approves and enters the consent Judgment. The penalty payment is to be made payable to "Chanler Law Group in Trust for Michael DiPirro"

3.2 Any penalty monies received shall be apportioned by DiPirro in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to the State of California's Department of Toxic Substances Control. DiPirro shall bear all responsibility for apportioning and paying to the State of California the appropriate civil penalties paid in accordance with this paragraph. In the event this Consent Judgment is not entered, any payment made pursuant to this paragraph shall be returned to Bombay, with interest thereon at a rate of six percent (6%) per annum, within five (5) days of receipt of notice of the Court's rejection of this proposed Consent Judgment.

3.3 Bombay understands that the payment schedule as stated in this Consent Judgment is a material factor upon which DiPirro has relied in entering into this Consent Judgment. Bombay agrees that all payments will be made in a timely manner in accordance with the payment due dates. Bombay will be given a five (5) calendar day grace period from the date payment is due. Bombay agrees to pay Michael DiPirro a \$250 per calendar day fee for each day the payment is received after the grace period ends. For purposes of this paragraph, each new day (requiring an additional \$250 payment) will begin at 5 p.m. (PST).

1 **4. REIMBURSEMENT OF FEES AND COSTS**

2 4.1 The parties acknowledge that DiPirro offered to resolve the dispute
3 without reaching terms on the amount of fees and costs to be reimbursed, thereby
4 leaving this open issue to be resolved after the material terms of the agreement had
5 been reached and the matter settled. Bombay then expressed a desire to resolve
6 the fee and cost issue concurrently with other settlement terms, so the parties
7 reached an accord on the compensation due to DiPirro and his counsel under the
8 private attorney general doctrine codified at California Code of Civil Procedure
9 Section 1021.5.

10 4.2 Bombay shall reimburse DiPirro for his fees and costs, incurred as a
11 result of investigating, bringing this matter to Bombay's attention, litigating and
12 negotiating a settlement in the public interest. Bombay shall pay \$12,900 for all
13 attorneys' fees, expert and investigation fees and litigation costs. Bombay agrees to
14 pay \$12,900 within five (5) calendar days of the Effective Date. Such sum shall be
15 held in trust by DiPirro's counsel until the Alameda County Superior Court approves
16 and enters the Consent Judgment. If the Consent Judgment is not approved and
17 entered by the Court, DiPirro will return all funds, with interest thereon at a rate of
18 six percent (6%) per annum, within five (5) calendar days of notice of the Court's
19 decision. Payment should be made payable to the "Chanler Law Group".

20 4.3 Bombay understands that the payment schedule as stated in this
21 Consent Judgment is a material factor upon which DiPirro and his counsel have
22 relied in entering into this Consent Judgment. Bombay agrees that all payments
23 will be made in a timely manner in accordance with the payment due dates.
24 Bombay will be given a five (5) calendar day grace period from the date payment is
25 due. Bombay agrees to pay Michael DiPirro and his counsel a \$250 per calendar
26 day fee for each day the payment is received after the grace period ends. For
27 purposes of this paragraph, each new day (requiring an additional \$250 payment)
28 will begin at 5 p.m. (PST).

1 4.4 **Additional Contingent Fees and Costs.** In the event that the California
2 Attorney General's Office, pursuant to 11 CCR 3000 *et seq*, serves objections to
3 this Consent Judgment on either of the parties, such that it requires DiPirro to incur
4 additional legal fees or costs relating to this Consent Judgment, Bombay shall
5 reimburse DiPirro for reasonable fees and costs incurred by DiPirro and his counsel
6 in excess of \$1,500 from the date of receipt of the Attorney General's objections.
7 However, in no event shall Bombay be responsible for more than \$6,500 in
8 additional contingent fees. Such additional legal fees or costs relating to this
9 Consent Judgment include, but are not limited to: further editing and finalizing of
10 the Consent Judgment; corresponding with opposing counsel; retention of experts;
11 and presenting of the Consent Judgment (or any modifications thereof) to the
12 Attorney General for further comment.

13 DiPirro agrees to document all fees and costs incurred from the date of
14 receipt of the Attorney General's objections through the date of court approval of
15 the Consent Judgment. Prior to receiving such documentation, Bombay agrees to
16 enter into a letter agreement in which the parties agree that, by transmitting such
17 information, no privilege will be waived by DiPirro or his counsel.

18 Such additional reimbursement of legal fees and costs shall be due within
19 ten (10) calendar days after receipt by Bombay of both notice of Court approval of
20 the Consent Judgment and final billing statement from DiPirro. Bombay has the
21 right to object to such reimbursement. If Bombay does object, it shall notify
22 DiPirro's counsel in writing within five (5) calendar days of its receipt of both the
23 notice of the Court's approval of the Consent Judgment and DiPirro's billing
24

25 **5. RELEASE OF ALL CLAIMS**

26 5.1 **DiPirro's Release of Bombay.** In further consideration of the promises
27 and agreements herein contained, and for the payments to be made pursuant to
28 Sections 3 and 4, Michael DiPirro, on behalf of himself, his agents, representatives,

1 attorneys, and/or assignees, and in the interest of the general public, hereby waives
2 all rights to institute and participate in, directly or indirectly, any form of legal
3 action and releases all claims, including, without limitation, all actions, causes of
4 action, in law or in equity, suits, liabilities, demands, damages, fines, penalties,
5 losses or expenses (including investigation fees, expert fees and attorneys' fees and
6 other costs) of any nature whatsoever, whether known or unknown, fixed or
7 contingent (collectively, "Claims"), against Bombay and any of its parent
8 companies, divisions, subdivisions, subsidiaries (and the predecessors, successors
9 and assigns of any of them), and their respective officers, directors, attorneys,
10 representatives, shareholders, partners, agents, and employees (collectively,
11 "Bombay Releasees"). This waiver and release shall pertain to Claims arising under
12 Proposition 65 or Business & Professions Code §17200 et seq., related to the
13 Bombay Releasees alleged failure to warn about exposures on or before the
14 Effective Date to the Listed Chemical contained in any of the Products. It is
15 specifically understood and agreed that Bombay's compliance with the terms of this
16 Release resolves all issues and liability, now and in the future, concerning the
17 Bombay Releasees' compliance with the requirements of Proposition 65 or Business
18 and Professions Code §17200 et seq., as to the Listed Chemical in the Products.

19 **5.2 DiPirro's Release of "Downstream Persons."** In further consideration of
20 the promises and agreements herein contained, and for the payments to be made
21 pursuant to Sections 3 and 4, Michael DiPirro, on behalf of himself, his agents,
22 and/or assignees and in the interest of the general public, further waives all rights
23 to institute any form of legal action and releases all Claims against each distributor,
24 wholesaler, retailer, dealer, customer, owner, operator, lessor, lessee or user of the
25 Products, or any of their respective parent companies, divisions, subdivisions,
26 subsidiaries (and the predecessors, successors and assigns of any of them) and
27 their respective officers, directors, shareholders, partners, attorneys,
28 representatives, agents, employees (collectively, "Downstream Persons"). This

1 waiver and release shall pertain only to Claims arising under Proposition 65 or
2 Business & Professions Code §17200 et seq., related to the Downstream Persons'
3 alleged failure to warn about exposures on or before the Effective Date to the
4 Listed Chemical contained in the Products.

5 5.3 **Bombay Release**. Bombay waives all rights to institute any form of
6 legal action against Michael DiPirro, and his attorneys or representatives, for all
7 actions taken or statements made on or before the Effective Date by Michael
8 DiPirro and his attorneys or representatives, in the course of seeking enforcement
9 of Proposition 65 or Business & Professions Code §17200, et seq. against Bombay.
10

11 **6. BOMBAY'S SALES DATA** Bombay understands that the sales data provided
12 to counsel for DiPirro by Bombay was a material factor upon which DiPirro has
13 relied to determine the amount of payments made pursuant to Health & Safety
14 Code Section 25249.7(b) in this Agreement. To the best of Bombay's knowledge,
15 the sales data provided is true and accurate. In the event DiPirro discovers facts
16 which demonstrate to a reasonable degree of certainty that the sales data is
17 materially inaccurate, the parties shall meet in a good faith attempt to resolve the
18 matter within ten (10) days of Bombay's receipt of notice from DiPirro of his intent
19 to challenge the accuracy of the sales data. If this good faith attempt fails to
20 resolve DiPirro's concerns, DiPirro shall have the right to vacate this Consent
21 Judgment and re-institute an enforcement action against Bombay, provided that all
22 sums paid by Bombay pursuant to Sections 3 and 4 are returned to Bombay within
23 ten (10) days from the date on which DiPirro notifies Bombay of his intent to
24 rescind this Agreement. In such case, all applicable statutes of limitation shall be
25 deemed tolled for the period between the date DiPirro filed the instant action and
26 the date DiPirro notifies Bombay that he is vacating this Consent Judgment
27 pursuant to this Paragraph, provided that in no event, shall any statute of
28 limitations be tolled beyond four (4) years from the date this action was filed.

1 **7. COURT APPROVAL** If this Consent Judgment is not approved and entered by
2 the Court within 300 days of the Effective Date, it shall be deemed null and void as
3 of the three hundred and first (301st) day after the Effective Date and cannot be
4 used in any proceeding.

5
6 **8. SEVERABILITY** In the event that any of the provisions of this Consent
7 Judgment are held by a court to be unenforceable, the validity of the enforceable
8 provisions remaining shall not be adversely affected thereby.

9
10 **9. ATTORNEY'S FEES** In the event a dispute arises with respect to any
11 provision(s) of this Consent Judgment, the prevailing party shall be entitled to
12 recover costs and reasonable attorneys' fees.

13
14 **10. GOVERNING LAW** The terms of this Consent Judgment shall be governed by
15 the laws of the State of California. In the event that Proposition 65 is repealed or is
16 otherwise rendered inapplicable by reason of law generally, or as to the Products
17 specifically, Bombay shall have no further obligations pursuant to this Consent
18 Judgment with respect to, and to the extent that, those Products are so affected.

19
20 **11. NOTICES** All correspondence and notices required to be provided pursuant to
21 this Consent Judgment shall be in writing and shall be personally delivered or sent
22 by first-class, registered, certified mail, overnight courier, and/or via facsimile
23 transmission (with presentation of facsimile transmission confirmation) addressed
24 as follows:

25
26 If to DiPirro: David Bush & Jennifer Henry
27 Bush & Henry
28 4400 Keller Ave Suite 200
 Oakland, CA 94605
 (Fax) 510-577-0787

If to Bombay: Michael Veitenheimer, Esq.
General Counsel
The Bombay Company, Inc.
550 Bailey Ave
Forth Worth, Texas 76107-2111
(Fax) 817-332-7066

With a copy to: John E. Dittoe, Esq.
Crosby, Heafey, Roach & May
1999 Harrison Street
P.O. Box 2084
Oakland, CA 94604-2084
(Fax) 510/273-8832

Either party, from time to time, may specify- a change of address or facsimile number to which all notices and other communications shall be sent.

12. NO ADMISSIONS Nothing in this Consent Judgment shall constitute or be construed as an admission by Bombay of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Bombay of any fact, finding, conclusion, issue of issue of law, or violation of law, such being specifically denied by Bombay. Bombay reserves all of its rights and defenses with regard to any claim by any party under Proposition 65 or otherwise. However, this Paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Bombay under this Consent Judgment.

13. ENTIRE AGREEMENT; MODIFICATION This Consent Judgment constitutes the entire agreement between the parties relating to the rights and obligations herein granted and assumed, and supersedes all prior agreements and understandings between the parties. This Consent Judgment may be modified only upon the written agreement of the parties and upon a modified or amended Consent Judgment by the Court, or upon motion by any party as provided by law and upon entry of an amended Consent Judgment by the court.

14. **COUNTERPARTS; FACSIMILE SIGNATURES** This Consent Judgment may be approved as to form by counsel for the parties in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

15. **COMPLIANCE WITH REPORTING REQUIREMENTS** The parties acknowledge that the reporting provisions of Health & Safety Code §25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall comply with that section by submitting the required reporting form to, and serving a copy of this Consent Judgment on the California Attorney General's Office within two business days after the parties execute this Consent Judgment. Following the expiration of the Attorney General's thirty day review period, counsel for DiPirro shall submit the Consent Judgment to the Court in accordance with the requirements of Health & Safety Code Section 25249.7(f) and its implementing regulations, unless the parties cannot agree that all of the Attorney General's objections, if any, cannot be reasonably cured.

16. **AUTHORIZATION** The undersigned are authorized to execute this Consent Judgment on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:
DATE: December __, 2001

Plaintiff Michael DiPirro

APPROVED AS TO FORM:
DATE: December __, 2001

David Bush, Esq.
Attorneys for Plaintiff
Michael DiPirro

AGREED TO:
DATE: December 14, 2001

Defendant The Bombay Company, Inc.

APPROVED AS TO FORM:
DATE: December 18, 2001

John E. Dittoe, Esq.
Attorneys for Defendant The Bombay
Company, Inc.

14. **COUNTERPARTS; FACSIMILE SIGNATURES** This Consent Judgment may be approved as to form by counsel for the parties in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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16. **AUTHORIZATION** The undersigned are authorized to execute this Consent Judgment on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:
DATE: _____, 2001

AGREED TO:
DATE: _____

Plaintiff Michael DiPirro

Defendant The Bombay Company, Inc.

APPROVED AS TO FORM:
DATE: Dec 18, 2001

APPROVED AS TO FORM:
DATE: _____

David Bush, Esq.
Attorneys for Plaintiff
Michael DiPirro

John E. Dittoe, Esq.
Attorneys for Defendant The Bombay
Company, Inc.

1 14. COUNTERPARTS; FACSIMILE SIGNATURES This Consent Judgment may be
2 approved as to form by counsel for the parties in counterparts and by facsimile,
3 each of which shall be deemed an original, and all of which, when taken together,
4 shall constitute one and the same document.

5
6 15. COMPLIANCE WITH REPORTING REQUIREMENTS The parties acknowledge
7 that the reporting provisions of Health & Safety Code §25249.7(f) apply to this
8 Consent Judgment. Counsel for DiPirro shall comply with that section by submitting
9 the required reporting form to, and serving a copy of this Consent Judgment on the
10 California Attorney General's Office within two business days after the parties
11 execute this Consent Judgment. Following the expiration of the Attorney General's
12 thirty day review period, counsel for DiPirro shall submit the Consent Judgment to
13 the Court in accordance with the requirements of Health & Safety Code Section
14 25249.7(f) and its implementing regulations, unless the parties cannot agree that all
15 of the Attorney General's objections, if any, cannot be reasonably cured.

16
17 16. AUTHORIZATION The undersigned are authorized to execute this Consent
18 Judgment on behalf of their respective parties and have read, understood and agree
19 to all of the terms and conditions of this Consent Judgment.

20 AGREED TO:
21 DATE: _____, 2001

AGREED TO:
DATE: _____

22 
23 Plaintiff Michael DiPirro

Defendant The Bombay Company, Inc.

24 APPROVED AS TO FORM:
25 DATE: _____

APPROVED AS TO FORM:
DATE: _____

26
27 David Bush, Esq.
Attorneys for Plaintiff
28 Michael DiPirro

John E. Dittoe, Esq.
Attorneys for Defendant The Bombay
Company, Inc.