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8 Attorneys for Plaintiff.
MICHAEL DIPIRRO
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF ALAMEDA
12

13 MICHAEL DIPIRRO,)	No. H221250-0
)	
14 Plaintiff,)	
)	SETTLEMENT AGREEMENT
15 v.)	
)	
16 DUPLI-COLOR PRODUCTS COMPANY;)	
17 SHERWIN-WILLIAMS CO., et al.,)	
)	
18 Defendants.)	

19
20 This Settlement Agreement ("Agreement" or "Consent
21 Judgment") is entered into by and among Michael DiPirro
22 (hereinafter referred to as "DiPirro" or "Plaintiff"), The
23 Sherwin-Williams Company, an Ohio corporation, and Dupli-Color
24 Products Company, a subsidiary of The Sherwin-Williams Company
25 (hereinafter referred to collectively as "Sherwin-Williams")¹,
26

27 ¹ DiPirro and Sherwin-Williams are sometimes referred to
collectively herein as "the Parties."

28 SETTLEMENT AGREEMENT

1 as of December 7, 2001 (the "Effective Date"). The Parties
2 agree to the following terms and conditions:

3 **WHEREAS:**

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

9 B. Sherwin-Williams manufactures, distributes and
10 sells certain automotive touch-up paints, among other
11 products. Certain of such products contain toluene, a
12 substance listed under Proposition 65 as a chemical known to
13 the State of California to cause birth defects or other
14 reproductive harm (hereinafter referred to as the "Listed
15 Chemical"); and

16 C. A list of the products covered by this
17 Agreement (hereinafter referred to as the "Products") is
18 provided in Exhibit A. The Products have been manufactured,
19 distributed and sold by Sherwin-Williams in California since
20 July 2, 1998 or earlier; and

21 D. On April 23, 2001, Michael DiPirro served
22 Sherwin-Williams and other public enforcement agencies with a
23 document entitled "60-Day Notice of Violation" which alleged
24 that Sherwin-Williams had violated Health & Safety Code
25 §25249.6 by failing to provide warnings that certain Products
26 it manufactures for sale in California by certain automobile
27 manufacturers and dealerships expose users to the Listed

28 **SETTLEMENT AGREEMENT**

1 Chemical; and

2 E. On July 2, 2001, Michael DiPirro filed a
3 complaint entitled *Michael DiPirro v. Dupli-Color Products*
4 *Company, et al.* in the Alameda County Superior Court, naming
5 Sherwin-Williams as a defendant and alleging violations of
6 Health & Safety Code §25249.6 and Business & Professions Code
7 §17200, in the interest of the general public in California
8 who allegedly have been exposed to the Listed Chemical in the
9 Products; and

10 F. DiPirro also served "60-Day Notices of
11 Violation" regarding alleged exposure to the Listed Chemical
12 in the Products and filed complaints in the Alameda County
13 Superior Court, alleging violations of Health & Safety Code
14 §25249.6 and Business & Professions Code §17200 against
15 certain automobile manufacturers and their dealerships who
16 distribute and sell the Products in California, as follows:
17 *DiPirro v. DaimlerChrysler Corporation, et al.*, Case No.
18 H221254-6, based upon Notice dated April 23, 2001; *DiPirro v.*
19 *Ford Motor Company, et al.*, Case No. H221255-5, based upon
20 Notice dated April 23, 2001; *DiPirro v. Saturn Corporation, et*
21 *al.*, Case No. H221252-5, based upon Notice dated April 23,
22 2001; *DiPirro v. Subaru Of America, Inc., et al.*, Case No.
23 H221251-9, based upon Notice dated April 23, 2001; and *DiPirro*
24 *v. Toyota Motor Sales USA, Inc., et al.*, Case No. H220842-0,
25 based upon Notice dated April 23, 2001. A copy of the face
26 page of each complaint is provided at Exhibit B; and

27 G. The Parties, through their counsel, have met

28 **SETTLEMENT AGREEMENT**

1 and conferred on several occasions and have exchanged
2 information, including product labeling, material safety data
3 sheets, and exposure and risk assessments prepared by their
4 respective toxicologists and other experts analyzing the
5 amount of the Listed Chemical to which average users of the
6 Products are likely to be exposed. As a result of these
7 meetings and exchanges of information, the Parties have agreed
8 in good faith that: the text of certain health hazard warnings
9 on the Products' label do not comply with Proposition 65 and
10 its implementing regulations; and there is a reasonable
11 dispute as to whether the amount of the Listed Chemical to
12 which average users of the Products are likely to be exposed
13 falls below the level that requires Sherwin-Williams provide a
14 warning for the Listed Chemical pursuant to Health & Safety
15 Code § 25249.10(c); and

16 H. In light of this dispute, the Parties have
17 agreed to enter into this Consent Judgment, in an effort to
18 avoid prolonged litigation and to ensure that the purposes of
19 Proposition 65, i.e., to provide clear and reasonable warnings
20 of exposure to chemicals listed under Proposition 65 as known
21 by the State of California to cause cancer or reproductive
22 toxicity, are carried out.

23 I. By execution of this Consent Judgment, Sherwin-
24 Williams does not admit or agree that any violations of
25 Proposition 65 or the Business & Professions Code have
26 occurred in the sale, distribution or use of the Products.
27 Nor shall any statement or term of this Consent Judgment or

28 **SETTLEMENT AGREEMENT**

1 this Consent Judgment itself be construed as an admission by
2 Sherwin-Williams of any fact, issue of law or violation of
3 law. Further, compliance by Sherwin-Williams with this
4 Consent Judgment or any of its terms shall not constitute or
5 be construed as an admission by Sherwin-Williams of any fact,
6 issue of law, or violation of law. However, this paragraph
7 shall not diminish or otherwise affect the obligations,
8 responsibilities, and duties of Sherwin-Williams to comply
9 with Proposition 65 in the distribution of the Products for
10 sale in California or with any term of this Agreement.

11
12 **NOW THEREFORE, MICHAEL DIPIRRO AND SHERWIN-WILLIAMS AGREE AS**
13 **FOLLOWS:**

14 **1. Clear and Reasonable Warnings on Product**
15 **Labeling.** Notwithstanding any warning that Sherwin-Williams
16 has previously provided with respect to the Products, and as
17 long as any of the Products continues to contain toluene,
18 Sherwin-Williams agrees to promptly begin the process of
19 labeling its Products that are intended for sale in the state
20 of California to include certain warning language specified
21 below. In any event, Sherwin-Williams agrees to include on
22 the labeling of any such Product manufactured after October
23 31, 2002, one of the warning statements set forth in section
24 1.1 - 1.2 below, as applicable:

25 **1.1** For all Products, the labeling shall bear
26 one of the following warning statements:

27 **WARNING: This product contains toluene, a chemical**

28 **SETTLEMENT AGREEMENT**

1 known to the State of California to cause
2 birth defects or other reproductive harm.

3 or

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

7 1.2 For any Product that also contains a
8 substance listed under Proposition 65 as a chemical known to
9 the State of California to cause cancer, the warning statement
10 shall read, as follows:

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

15 1.3 In addition, in order to promote
16 settlement of this matter and to encourage purchasers of the
17 Products to use them safely and thereby further the purposes
18 of Proposition 65, Sherwin-Williams agrees to include on the
19 labeling for all Products destined for sale in California the
20 following additional warning statement:

21 **Avoid breathing vapor**

22 1.4. The warning statements that appear
23 in paragraphs 1.1 or 1.2, and the warning statement that
24 appears in paragraph 1.3., shall be placed on the labels of
25 the Products as prominently as shown in the label mock-up
26 attached hereto as Exhibit C. The parties have agreed on the
27 inclusion of warnings on the product labels as a means of
28

1 satisfying the requirements identified at Cal. Code Regs.,
2 tit. 22, Section 12601(b).

3 **2. Payments to Be Made Pursuant To Health & Safety**
4 **Code §25249.7(b).** Pursuant to Health & Safety Code
5 §25249.7(b), Sherwin-Williams shall pay \$20,000 (twenty
6 thousand dollars) within thirty (30) calendar days of the
7 Effective Date of this Agreement. Such sum shall be held by
8 DiPirro's counsel until the Alameda County Superior Court
9 approves and enters the Consent Judgment. Such payment is to
10 be made payable to "Chanler Law Group In Trust For Michael
11 DiPirro". If the Consent Judgment is not approved by the
12 Court, DiPirro will return all funds, with interest thereon at
13 a rate of six percent (6%) per annum, within ten (10) calendar
14 days of notice of the Court's decision. Such monies shall be
15 apportioned by DiPirro in accordance with Health & Safety Code
16 §25192, with 75% of these funds remitted to the State of
17 California's Department of Toxic Substances Control.

18 **3. Reimbursement Of Fees And Costs.** The parties
19 acknowledge that DiPirro tendered offers to resolve the
20 dispute without reaching terms on the amount of fees and costs
21 to be reimbursed, thereby leaving this open issue to be
22 resolved after the material terms of the agreement had been
23 reached, and the matter settled. Sherwin-Williams then
24 expressed a desire to resolve the fee and cost issue
25 concurrently with other settlement terms, so the parties tried
26 to (and did) reach an accord on the compensation due to
27 DiPirro and his counsel under the private attorney general

28 **SETTLEMENT AGREEMENT**

1 doctrine codified at C.C.P. §1021.5.

2 Sherwin-Williams agrees to reimburse DiPirro and his
3 counsel in the amount of \$78,850 (seventy-eight thousand,
4 eight hundred and fifty dollars) for fees and costs and
5 expenses incurred as a result of investigating, litigating and
6 negotiating a settlement in the public interest. Such payment
7 shall be made within thirty (30) calendar days of the
8 Effective Date of this Agreement. Such sum shall be held by
9 DiPirro's counsel until the Alameda County Superior Court
10 approves and enters the Consent Judgment. DiPirro and his
11 counsel agree that such payment shall satisfy any and all
12 claims by DiPirro or his counsel for fees and costs or for any
13 other form of reimbursement, restitution or monetary
14 compensation, including any claim under Cal. Code Civ. Proc.
15 §1021.5 or under Cal. Bus. & Prof. Code §17200, et seq. If
16 the Consent Judgment is not approved by the Court, DiPirro
17 will return all funds, with interest thereon at a rate of six
18 percent (6%) per annum, within ten (10) calendar days of
19 notice of the Court's decision. Payment should be made
20 payable to the "Chanler Law Group".

21 **4. Michael DiPirro's Release Of Sherwin-Williams.**

22 Michael DiPirro, by this Agreement, in the interest of the
23 general public pursuant to Health & Safety Code § 25249.7, and
24 on behalf of himself and his attorneys, employees, successors,
25 assigns, predecessors, subrogees, principals, agents,
26 insurers, consultants, expert witnesses, investigators and any
27 and all others in his employ and/or acting on his behalf

28 SETTLEMENT AGREEMENT

(referred to collectively herein as "DiPirro Releasors")
hereby release and forever discharge Sherwin-Williams, its
successors, assigns, predecessors, stockholders, officers,
directors, subrogees, subsidiaries, trustees, corporate
parents, affiliates, board members, consultants, agents,
attorneys, joint ventures, customers (including all entities
in the chain of commerce from manufacturer to end user),
jobbers, distributors and employees as well as each of their
respective successors, assigns, predecessors, stockholders,
officers, directors, subrogees, subsidiaries, affiliates (as
such term is defined by the U.S. Securities Exchange
Commission), consultants, agents, attorneys and employees
(referred to collectively herein as "Sherwin-Williams
Releasees") from any and all claims, demands, actions, causes
of action, duties, debts, sums of money, suits, reckonings,
contracts, responsibilities, obligations, liabilities and
accounts of whatsoever kind, nature or description, direct or
indirect, at law or in equity, in contract or in tort or
otherwise arising out of or relating, directly or indirectly,
to the Products' compliance with Proposition 65 with respect
to the Listed Chemical, or arising directly or indirectly out
of or related in any way to any facts or legal theories
involving the compliance of the Products with respect to
warnings needed for the Listed Chemical under Proposition 65,
or arising from or relating to any facts or legal theories
involving the compliance of the Listed Chemical in the
Products with Proposition 65 or provisions of the Business &

SETTLEMENT AGREEMENT

1 Professions Code relating to the Products as addressed in the
2 above-captioned matter; it being the specific intent and
3 purpose of the Parties hereto that this Agreement and release
4 shall extend to any and all of the aforesaid matters, whether
5 known or unknown, which exist or might be claimed to exist at
6 or prior to the dates of compliance with the terms herein as
7 they may relate directly or indirectly to compliance of the
8 Products with Proposition 65 for the Listed Chemical. Except
9 as provided herein, the DiPirro Releasors and each of them
10 expressly waive, release and relinquish any and all claims or
11 rights to assert that any such matter, cause or thing of any
12 kind or nature whatsoever has been, through oversight or error
13 or intentionally or unintentionally, omitted with respect to
14 the compliance of the Products with Proposition 65 or the
15 Business & Professions Code for the Listed Chemical.

16 **5. Michael DiPirro's Release Of Automobile**
17 **Dealerships.** The cases referenced in Paragraph F above shall
18 be dismissed with prejudice as to any and all automobile
19 dealerships named as defendants therein (e.g., Walnut Creek
20 Ford; McHugh Lincoln Mercury), within five (5) calendar days
21 of plaintiff's receipt of Entry of Order of this Consent
22 Judgment, with each Party to pay its own costs, unless
23 otherwise provided for herein. Such dealership defendants in
24 the above cases are released from any and all liability
25 alleged in such cases and as might otherwise be imposed upon
26 them under Proposition 65 and the Business and Professions
27 Code, to the extent that such liability might arise from the

28 **SETTLEMENT AGREEMENT**

1 alleged exposure of any individual to any chemical contained
2 in any of the Products, i.e., products that are the subject of
3 this Agreement. This Agreement expressly does not relieve any
4 automobile dealership defendants of any liability or
5 obligation that may arise under Proposition 65 or the Business
6 and Professions Code with respect to automotive touch-up
7 products manufactured by entities other than Sherwin-Williams.

8 **6. Michael DiPirro's Release Of Automobile**

9 **Manufacturers.** The cases referenced in Paragraph F above
10 shall be dismissed with prejudice as to the all of the
11 automobile manufacturer defendants (including expressly
12 DaimlerChrysler Corporation, Ford Motor Company, Saturn
13 Corporation, Subaru of America, Inc., and Toyota Motor Sales,
14 USA, Inc., their parent corporations and their subsidiaries),
15 within five (5) days of plaintiff's receipt of Entry of Order
16 of this Consent Judgment, with each Party to pay its own
17 costs, unless otherwise provided for herein. Such automobile
18 manufacturer defendants in the above cases are released from
19 any and all liability alleged in such cases and as might
20 otherwise be imposed upon them under Proposition 65 and the
21 Business and Professions Code to the extent that such
22 liability might arise from any exposure of any individual to
23 the Listed Chemical contained in any of the Products, i.e.,
24 products that are the subject of this Agreement. This
25 Agreement expressly does not relieve any automobile
26 manufacturer defendants of any liability or obligation under
27 Proposition 65 or the Business and Professions Code that may

28 **SETTLEMENT AGREEMENT**

1 arise with respect to automotive touch-up products
2 manufactured by entities other than Sherwin-Williams.

3 **7. Sherwin-Williams' Release Of Michael DiPirro.**

4 Sherwin-Williams, by this Agreement, on its own behalf and
5 that of its attorneys, employees, successors, assigns,
6 predecessors, subrogees, principals, agents, consultants and
7 insurers, does hereby release and forever discharge Michael
8 DiPirro and his attorneys, employees, successors, assigns,
9 predecessors, subrogees, principals, agents, consultants and
10 insurers ("DiPirro Releasees") from any and all claims,
11 demands, actions, causes of action, duties, debts, sums of
12 money, suits, reckonings, contracts, controversies, promises,
13 damages, responsibilities, obligations, liabilities and
14 accounts of whatsoever kind, nature or description, direct or
15 indirect, at law or in equity, in contract or in tort, as they
16 arise or might arise from any actions or statements made by
17 Michael DiPirro, and his attorneys or representatives, in the
18 course of seeking enforcement of Proposition 65 or Business &
19 Profession Code §17200 against Sherwin-Williams or any of the
20 automobile dealerships and manufacturers within the action
21 entitled *Michael DiPirro v. Dupli-Color Products Company, et*
22 *al.* Alameda County Superior Court Case Number H221250-0, or
23 any of the actions relating to the 60-Day Notices referenced
24 in Paragraph F.

25 **8. Court Approval.** If, for any reason, this
26 Consent Judgment is not approved by the Court within one
27 hundred and twenty (120) days of the Effective Date, this

28 SETTLEMENT AGREEMENT

1 Agreement shall be deemed null and void.

2 **9. Severability.** In the event that any of the
3 provisions of this Agreement are held by a court to be
4 unenforceable, the validity of the enforceable provisions
5 shall not be adversely affected.

6 **10. Attorney's Fees.** After the Effective Date of
7 this Agreement, in the event that a dispute arises between the
8 Parties with respect to any provision(s) of this Agreement,
9 the prevailing Party shall be entitled to recover costs and
10 reasonable attorneys' fees.

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

13 **12. Choice of Forum.** Jurisdiction and venue for
14 any claim or cause of action arising under or related to this
15 Agreement shall be properly and exclusively in the California
16 Superior Court for the County of Alameda and the Parties
17 hereby expressly waive any and all rights which they may have
18 or which may hereafter arise to contest the propriety of such
19 choice of jurisdiction and venue.

20 **13. Notices.** All correspondence to Michael DiPirro
21 shall be mailed to:

22 Jennifer Henry or David Bush
23 Bush & Henry
24 4400 Keller Ave., Suite 200
 Oakland, CA 94605
 (510) 577-0747

25 All correspondence to Sherwin-Williams shall be mailed to:

26 Stanley W. Landfair, Esq.
27 McKenna & Cuneo, LLP
 Steuart Street Tower, 27th Floor

28

SETTLEMENT AGREEMENT

One Market Street
San Francisco, CA 94105
(415) 267-4170

14. Compliance With Reporting Requirements (Health & Safety Code §25249.7(f)). 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 § 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 thirty (30) day period. In the event that any public enforcer (including the California Attorney General's Office) objects to one or more provisions of this Consent Judgment, Sherwin-Williams agrees to use its best efforts to support the terms of the Agreement.

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

SETTLEMENT AGREEMENT

terms and conditions of this Agreement.

AGREED TO:

AGREED TO:

DATE:

10/7/01

DATE:


Michael DiPirro
PLAINTIFF

The Sherwin-Williams Company
DEFENDANT

AGREED TO AS TO FORM:

AGREED TO AS TO FORM:

DATE:

DATE:

Clifford A. Chanler
Attorneys for Plaintiff
MICHAEL DIPIRRO

Stanley W. Landfair
Attorneys for Defendant
THE SHERWIN-WILLIAMS COMPANY

SETTLEMENT AGREEMENT

1 terms and conditions of this Agreement.

2 **AGREED TO:**

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3 **DATE:** _____

DATE: _____

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5 _____
6 Michael DiPirro
7 PLAINTIFF

_____ The Sherwin-Williams Company
DEFENDANT

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9 **AGREED TO AS TO FORM:**

AGREED TO AS TO FORM:

10 **DATE:** _____

12/6/01

11 **DATE:** _____

12 
13 Clifford A. Chanler
14 Attorneys for Plaintiff
MICHAEL DIPIRRO

_____ Stanley W. Landfair
Attorneys for Defendant
THE SHERWIN-WILLIAMS COMPANY

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28 **SETTLEMENT AGREEMENT**

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3 **DATE:** _____

DATE: _____

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6 Michael DiPirro
7 **PLAINTIFF**


The Sherwin-Williams Company
DEFENDANT

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9 **AGREED TO AS TO FORM:**

AGREED TO AS TO FORM:

10
11 **DATE:** _____

DATE: _____

12
13 Clifford A. Chanler
14 **Attorneys for Plaintiff**
15 **MICHAEL DIPIRRO**

Stanley W. Landfair
Attorneys for Defendant
THE SHERWIN-WILLIAMS COMPANY

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28 **SETTLEMENT AGREEMENT**

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2 AGREED TO:

AGREED TO:

3 DATE: _____

DATE: _____

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5
6 Michael DiPirro
PLAINTIFF

The Sherwin-Williams Company
DEFENDANT

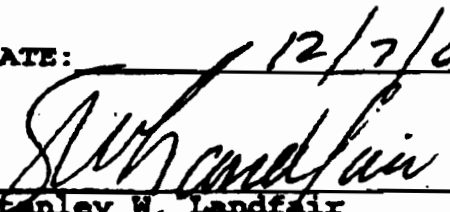
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9 AGREED TO AS TO FORM:

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10
11 DATE: _____

DATE: _____

12
13 Clifford A. Chanler
Attorneys for Plaintiff
14 MICHAEL DIPIRRO

12/7/01

15 Stanley W. Landfair
Attorneys for Defendant
16 THE SHERWIN-WILLIAMS COMPANY
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SETTLEMENT AGREEMENT

EXHIBIT A

1. Automotive Touch-Up Paint Manufactured by Sherwin-Williams and bearing one of the following names (and/or their subsidiaries) on them:

- a. Ford
- b. Chrysler-Plymouth Jeep divisions of Daimler Chrysler
- c. Toyota Motors
- d. General Motors Corp.
- e. Lexus
- f. Saturn Corp.
- g. Subaru of America, Inc.
- h. Nissan
- i. Daiwoo Motor America
- j. America Suzuki Motor Corp.

EXHIBIT B

A copy of the face pages of each complaint referenced in
paragraph F

SETTLEMENT AGREEMENT

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New Canaan, CT 06840-3801
Tel: (203) 966-9911

Attorneys for Plaintiff
MICHAEL DIPIRRO

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MICHAEL DIPIRRO,

Plaintiff

v.

DAIMLERCHRYSLER CORPORATION;
HAYWARD AUTO; MICHAEL STEAD
CHRYSLER-PLYMOUTH JEEP; and
DOES 1 through 1000,

Defendants.

Case No. _____

COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES

Health & Safety Code §25249;
Bus. & Prof. Code §17200;

(other)

COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

FEE PAID
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FILED
ALAMEDA COUNTY

JUL 02 2001

CLERK OF THE SUPERIOR COURT
By Nancy A. Pore Deputy

SUMMONS ISSUED

JUL - 3 2001

07/02/01 CV-COMPL 201.00
6080A

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Tel: (203) 966-9911

Attorneys for Plaintiff
MICHAEL DIPIRRO

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MICHAEL DIPIRRO,

Plaintiff

v.

FORD MOTOR COMPANY; WALNUT
CREEK FORD; MC HUGH LINCOLN
MERCURY; and DOES 1 through
1000,

Defendants.

Case No.

COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES

Health & Safety Code §25249;
Bus. & Prof. Code §17200;

(other)

COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

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CLERK OF THE SUPERIOR COURT
By Nancy A. Rose
Deputy

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13 Attorneys for Plaintiff
14 MICHAEL DIPIRRO

15 SUPERIOR COURT OF CALIFORNIA
16 IN AND FOR THE COUNTY OF ALAMEDA

17 MICHAEL DIPIRRO,
18 Plaintiff
19 v.
20 SATURN CORPORATION; SATURN OF
21 OAKLAND; SATURN OF PLEASANTON;
22 SATURN OF STEVENS CREEK; and
23 DOES 1 through 1000,
24 Defendants.

Case No. _____

COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES

Health & Safety Code §25249;
Bus. & Prof. Code §17200;

(other)

COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

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CLERK OF THE SUPERIOR COURT
By Nancy A. Rose
Deputy

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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MICHAEL DIPIRRO,
Plaintiff
v.
SUBARU OF AMERICA, INC.; ALBANY
FORD & SUBARU; DIABLO AUTO,
INC.; and DOES 1 through 1000,
Defendants.

Case No. _____

COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES

Health & Safety Code §25249;
Bus. & Prof. Code §17200;

(other)

COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

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ALAMEDA COUNTY

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

MICHAEL DIPIRRO,

Plaintiff

v.

TOYOTA MOTOR SALES USA, INC.;
LEXUS OF STEVENS CREEK; DUBLIN
TOYOTA; LEXUS OF PLEASANTON;
and DOES 1 through 1000,

Defendants.

Case No. 22094

COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES

Health & Safety Code §25249;
Bus. & Prof. Code §17200;

(other)

COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL PENALTIES

EXHIBIT C

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SETTLEMENT AGREEMENT

