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11 GIFTS.COM, INC.

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

14
15 MICHAEL DiPIRRO,
16 Plaintiff,

Case No. H219691-4

CONSENT JUDGMENT

17 vs.

18 GIFTS.COM, INC., formerly known as
19 GOOD CATALOG CO. and DOES 1
through 1000,

20 Defendants.
21

22
23 This Consent Judgment ("Agreement" or "Consent Judgment") is entered into by and
24 between Michael DiPirro ("Plaintiff") and gifts.com, Inc., formerly known as Good Catalog
25 Company, a Delaware corporation, ("gifts.com" or "Defendant") as of December 21, 2001 (the
26 "Effective Date"). The parties agree to the following terms and conditions:
27
28

1 WHEREAS:

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

5 B. Gifts.com is a company that previously distributed and sold in California certain
6 wine glasses, decanters and other crystalware that contain lead (or lead compounds), a substance
7 known to the State of California to cause cancer and birth defects (or other reproductive harm);

8 C. This Consent Judgment covers crystal products that contain lead (or lead
9 compounds) (the "Listed Chemical") that are intended for use in storing or serving food or drink
10 for human consumption and were sold by gifts.com in California since May 4, 1997, and contain
11 more than trace amounts of lead, as that term is defined herein (the "Products") (for purposes of
12 this Consent Judgment, trace amounts is defined as less than .04% total lead content); and

13 D. On February 23, 2001, Michael DiPirro first served gifts.com and other public
14 enforcement agencies with a document entitled "60-Day Notice of Violation" which provided
15 gifts.com and such public enforcers with notice that gifts.com allegedly was in violation of Health
16 & Safety Code § 25249.6 for failing to warn purchasers that certain products it sells in California
17 expose users to one or more Proposition 65-listed chemicals; and

18 E. On May 4, 2001, Michael DiPirro filed a complaint entitled Michael DiPirro v.
19 Gifts.com, Inc., et al. in the Alameda County Superior Court, naming gifts.com as a defendant
20 and alleging violations of Business & Professions Code § 17200 et seq. and Health & Safety
21 Code § 25249.6 on behalf of individuals in California who allegedly have been exposed to one or
22 more chemicals listed pursuant to Proposition 65 contained in certain products sold by gifts.com.

23 F. Nothing in this Consent Judgment shall be construed as an admission by gifts.com
24 of any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent
25 Judgment constitute or be construed as an admission by gifts.com of any fact, finding, conclusion,
26 issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect
27 the obligations, responsibilities, and duties of gifts.com under this Consent Judgment.

28

1 **NOW THEREFORE, MICHAEL DIPIRRO AND GIFTS.COM AGREE AS**
2 **FOLLOWS:**

3 **1. Product Warnings.** Within 60 days of entry of this Consent Judgment, gifts.com
4 will not knowingly sell any Product in the State of California unless such Product complies with
5 section 1.1 below:

6 **1.1 Such Products shall bear one of the following warning statements:**

7 **“WARNING: This product contains lead, a chemical known to**
8 **the State of California to cause cancer and/or birth defects (or**
9 **other reproductive harm).”;**

10 or

11 **“WARNING: This product contains a chemical known to the**
12 **State of California to cause cancer and/or birth defects (or**
13 **other reproductive harm).”;**

14 or

15 **“WARNING: Leaded crystalware contains lead, a chemical**
16 **known to the State of California to cause cancer and/or birth**
17 **defects (or other reproductive harm).”**

18 The warning requirements contained in this Consent Judgment shall have no effect on any
19 Product sold by gifts.com to a customer outside of the State of California or shipped by gifts.com
20 to a customer outside of the State of California. At the option of gifts.com, warnings may be
21 provided through any method described below:

22 **1.1(a). Product Labeling.** Gifts.com may provide a warning affixed to the
23 packaging, labeling or directly to a Product. The warning shall contain the same language as that
24 appearing in Paragraph 1.1 above. The warning must be affixed to the packaging, labeling or the
25 Product in the condition the Product is given to or chosen by the California end-user, and
26 displayed in a size and manner that is likely to be read and understood by an ordinary individual
27 under customary conditions of purchase; or

28 **1.1.(b). Mail Order Catalog.** Where Products are available for sale by mail
order to residents of the State of California directly from gifts.com or its vendors, a warning shall
be included, at gifts.com’s option in the mail order catalog (if any). The warning message shall
be stated within the catalog, either: (a) on the same page on which a Product is displayed; (b) on

1 the inside front cover of any catalog; or (c) on the same page as any order form; with the same
2 language as that appearing in Paragraph 1.1 above, in a manner ensuring that the reader would
3 reasonably understand that the warning is associated with the Products covered by this Consent
4 Judgment. Such a warning shall be included in the galley prints of such catalogs sent to the
5 printer within 60 days of entry of this Consent Judgment; or

6 **1.1(c). Internet Web Sites.** Where Products are available for sale from the
7 Internet to residents of the State of California directly from gifts.com or its vendors, a warning
8 shall be included, at gifts.com's option on the website. The warning message, or a link to a page
9 containing the warning message, shall be displayed either: (a) on the same page on which a
10 Product is displayed; (b) on the same page as any order form for a Product; or (c) in any other
11 manner; such that is likely to be read and understood by an ordinary individual under customary
12 conditions of purchase of a Product, including the same language as that appearing in Paragraph
13 1.1 above. If a link is used, it shall state "California residents," and shall be of a size equal to the
14 size of other links on the page; or

15 **1.1(d). Package Insert or Label.** Alternatively, a warning may be provided with
16 the Product when it is shipped directly to a California end-user, by: (a) product labeling pursuant
17 to Paragraph 1.1(a) above; (b) inserting a card or slip of paper measuring at least 4" x 6" in the
18 shipping carton; or (c) including the warning on the packing slip or customer invoice identifying
19 the Product in lettering of the same size as the description of the Product. The warning pursuant
20 to options (b) or (c) above shall include the language appearing in Paragraph 1.1 above, and shall
21 inform the customer that he or she may return the product for a full refund within 30 days of
22 receipt.

23 **2. Payment Pursuant To Health & Safety Code §25249.7(b).** Pursuant to Health
24 & Safety Code § 25249.7(b), gifts.com shall pay a civil penalty of \$1,500.00. The payment of
25 \$1,500.00 shall be paid within ten (10) business days of the Effective Date and shall be held in
26 trust by DiPirro's counsel until the Alameda County Superior Court approves and enters the
27 Consent Judgment. The penalty payment is to be made payable to "Chanler Law Group In Trust
28 For Michael DiPirro". If the Consent Judgment is not approved by the Court, DiPirro will return

1 all funds, with interest thereon at a rate of six percent (6%) per annum, within twenty (20)
2 calendar days of notice of the Court's decision. Penalty monies shall be apportioned by DiPirro
3 in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to the State
4 of California's Department of Toxic Substances Control.

5 Gifts.com understands that the payment schedule as stated in this Consent Judgment is a
6 material factor upon which DiPirro has relied in entering into this Consent Judgment. Gifts.com
7 agrees that all payments will be made in a timely manner in accordance with the payment due
8 dates. Gifts.com will be given a five (5) calendar day grace period from the date payment is due.
9 Gifts.com agrees to pay Michael DiPirro a \$250 per calendar day fee for each day the payment is
10 not received after the grace period ends. For purposes of this paragraph, each new day (requiring
11 an additional \$250 payment) will begin at 5 p.m. (PST).

12 **3. Attorneys' Fees.** Gifts.com shall reimburse DiPirro and his counsel for his fees
13 and costs, incurred as a result of investigating, bringing this matter to gifts.com's attention,
14 litigating and negotiating a settlement. Gifts.com shall pay \$15,000.00, for all attorneys' fees,
15 expert and investigation fees, and litigation costs (except as provided for in paragraph 3.1,
16 below). Gifts.com agrees to pay the total sum of \$15,000.00, within ten (10) business days of the
17 date of notice of Court entry of this Consent Judgment. Payment should be made payable to the
18 "Chanler Law Group". If the Consent Judgment is not approved by the Court, DiPirro will return
19 all funds, with interest thereon at a rate of six percent (6%) per annum, within twenty (20)
20 calendar days of notice of the Court's decision.

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

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1 **3.1 Additional Contingent Fees and Costs.** In the event that the California Attorney
2 General's office, pursuant to 11 CCR 3000, *et seq.*, serves objections to this Consent Judgment on
3 either of the parties, such that it requires Plaintiff to incur additional legal fees or costs relating to
4 this Consent Judgment, gifts.com shall reimburse DiPirro for any fees and costs incurred by
5 DiPirro and his counsel in excess of \$1,500, but not to exceed \$5,000, from the date of receipt of
6 the Attorney General's objections. Such additional legal fees or costs relating to this Consent
7 Judgment include, but are not limited to: further editing and finalizing of the Consent Judgment;
8 corresponding with opposing counsel; retention of experts; presenting of the Consent Judgment
9 (or any modifications thereof) to the Attorney General for further comment; and any briefing
10 and/or appearance before the Court related to this Consent Judgment; all occurring as a result of
11 the Attorney General's objections. Prior to incurring any such fees or costs, DiPirro or his
12 counsel shall provide gifts.com reasonable notice.

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

22 **4. Claims Covered and Release of Claims.**

23 **4.1** This Consent Judgment provides a complete resolution, as between
24 DiPirro, on behalf of himself, his agents, representatives, attorneys, assigns and in the interest of
25 the general public, pursuant to Health & Safety Code section 25249.7(d) and Business &
26 Professions Code section 17204, and gifts.com, of all claims which were or could have been
27 made against gifts.com based on the facts alleged in the Complaint or facts similar to those
28 alleged in the Complaint, whether based on acts committed by gifts.com or by any entity within

1 its chain of distribution, including, but not limited to, manufacturers, wholesalers, distributors and
2 retailers and any other person in the course of doing business, with respect to failure to warn for
3 the Products, sold or distributed by gifts.com. As between gifts.com and DiPirro, his agents,
4 representatives, attorneys, assigns and in the interest of the general public, compliance with the
5 terms of this Consent Judgment resolves any issue, now and in the future, concerning compliance
6 by gifts.com, its past, present, and future parents, subsidiaries, affiliates, successors, or
7 predecessors, customers, manufacturers, distributors, wholesalers, retailers or any other person
8 who in the course of doing business has purchased, used, maintained or sold or who may or will
9 purchase, use, maintain or sell Products, sold or distributed by gifts.com, with the requirements of
10 Proposition 65 and the Business and Professions Code, or any other statutory or common law
11 duties with respect to warnings for lead or lead compounds in crystalware, including but not
12 limited to, sold or distributed at any time by gifts.com and any resulting exposure or discharge
13 into water.

14 **4.2 California Civil Code.** In furtherance of the parties' intention that this
15 Consent Judgment shall be effective as a full and final accord satisfaction and release as to
16 gifts.com and the entities described in section 4.1 above, from any and all matters released
17 hereunder, DiPirro acknowledges familiarity with and understanding of Section 1542 of the
18 California Civil Code, which provides as follows:

19 A general release does not extend to claims which the creditor does
20 not know or suspect to exist in his favor at the time of executing the
21 release, which if known by him must have materially affect his
settlement with the debtor.

22 To the extent that Section 1542 or any similar law or statute may otherwise apply to this
23 Consent Judgment, DiPirro, in his individual capacity only pursuant to Health & Safety Code
24 section 25249.7(d) and Business & Professions Code section 17204, hereby waives and
25 relinquishes as to all matters released hereunder all rights and benefits that he has, or may have,
26 under Section 1542 of the California Civil Code, or under the laws of any other jurisdiction to the
27 same or similar effect. DiPirro further acknowledges that, subsequent to the execution of this
28 Consent Judgment, he may discover claims that were unsuspected at the time this Consent

1 Judgment was executed which, if known on the date this Consent Judgment was executed, might
2 have materially affected his decision to execute this Consent Judgment, but nevertheless release
3 gifts.com and the entities described in section 4.1 above from any and all such claims, whether
4 known or unknown at the time of the execution of this Consent Judgment. All parties
5 acknowledge that DiPirro agrees to this release in his individual capacity only pursuant to Health
6 & Safety Code section 25249.7(d) and Business & Professions Code section 17204.

7 **5. Court Approval.** If, for any reason, this Consent Judgment is not approved by the
8 Court, this Consent Judgment shall be deemed null and void.

9 **6. Gifts.com Sales Data.** Gifts.com understands that the sales data provided to
10 counsel for DiPirro by gifts.com was a material factor upon which DiPirro has relied to determine
11 the amount of payments made pursuant to Health & Safety Code §25249.7(b) in this Consent
12 Judgment. To the best of gifts.com's knowledge, the sales data provided is true and accurate. In
13 the event that DiPirro discovers facts which demonstrate to a reasonable degree of certainty that
14 the sales data is materially inaccurate, the parties shall meet in a good faith attempt to resolve the
15 matter within twenty (20) days of gifts.com's receipt of notice from DiPirro of his intent to
16 challenge the accuracy of the sales data. If this good faith attempt fails to resolve DiPirro's
17 concerns, DiPirro shall have the right to rescind this Consent Judgment and compel gifts.com to
18 engage in arbitration, provided that all sums paid by gifts.com pursuant to paragraphs 2 and 3 are
19 returned to gifts.com within ten (10) days from the date on which DiPirro notifies gifts.com of his
20 intent to rescind this Consent Judgment. Any arbitration pursuant to this Paragraph shall be
21 initiated and conducted consistent with Paragraph 10. In such case, all applicable statutes of
22 limitation shall be deemed tolled for the period between the date DiPirro filed the instant action
23 and the date DiPirro notifies gifts.com that he is rescinding this Consent Judgment pursuant to
24 this Paragraph.

25 **7. Product Characterization.** Gifts.com acknowledges that certain of the Products
26 formerly sold by gifts.com in California contain lead (or lead compounds) and Plaintiff alleges
27 that the customary use or application of the Products may expose users to lead (or lead
28 compounds), substances known to the State of California to cause cancer and/or birth defects (or

1 other reproductive harm). In the event that gifts.com obtains analytical, risk assessment or other
2 data ("Exposure Data") that shows an exposure to any or all Products poses "no significant risk"
3 or will have "no observable effect," as each such standard is applicable and as each is defined
4 under Health & Safety Code §25249.10(c) and gifts.com seeks to eliminate the warnings, then
5 gifts.com shall provide DiPirro with ninety (90) days prior written notice of its intent to limit or
6 eliminate the warning provisions under this Consent Judgment based on the Exposure Data and
7 shall provide DiPirro with all such supporting Exposure Data. Within ninety (90) days of receipt
8 of gifts.com Exposure Data, DiPirro shall provide gifts.com with written notice of his intent to
9 challenge the Exposure Data (in the event that he chooses to make such a challenge). If DiPirro
10 fails to provide gifts.com written notice of his intent to challenge the Exposure Data within ninety
11 (90) days of receipt of gifts.com's notice and the Exposure Data, DiPirro shall waive all rights to
12 challenge the Exposure Data, and gifts.com shall be entitled to limit or eliminate the warning
13 provisions required under this Consent Judgment with respect to those Product(s) to which the
14 Exposure Data applies. If DiPirro timely notifies gifts.com of his intent to challenge the
15 Exposure Data, (a) gifts.com may stop its efforts to eliminate the warnings upon notice to DiPirro
16 with no further liability or obligations or (b) DiPirro and gifts.com shall negotiate in good faith
17 for a period not to exceed thirty (30) days following receipt of gifts.com's notice to attempt to
18 reach a settlement of this issue. If a settlement is not reached, DiPirro and gifts.com agree to
19 submit such challenge to the superior court for determination, pursuant to the court's continuing
20 jurisdiction of this matter under C.C.P. §664.6 and this Consent Judgment. The prevailing party
21 shall be entitled to reasonable attorneys' fees and costs associated with bringing a motion brought
22 under this paragraph to the court for determination.

23 **8. Severability.** In the event that any of the provisions of this Consent Judgment are
24 held by a court to be unenforceable, the validity of the enforceable provisions shall not be
25 adversely affected.

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

3 **10. Arbitration of Disputes.** Any dispute arising from, or relating to, this Consent
4 Judgment shall be resolved at the request of either party through binding arbitration. Within 14
5 business days after demand for arbitration has been made by either party, the parties, and/or their
6 counsel, shall meet to discuss the issues involved, to discuss a suitable arbitrator and arbitration
7 procedure, and to agree on arbitration rules particularly tailored to the matter in dispute, with a
8 view to the dispute's prompt, efficient, and just resolution. Upon the failure of the parties to
9 agree upon arbitration rules and procedures within a reasonable time (not longer than thirty (30)
10 days from the demand), the Commercial Arbitration Rules of the American Arbitration
11 Association ("AAA") or Judicial Arbitration and Mediation Services/Endispute ("JAMS") shall
12 be applicable, with the selection between the rules of AAA and JAMS being made by the party
13 making the demand for arbitration. Likewise, upon the failure of the parties to agree upon an
14 arbitrator within a reasonable time (not longer than thirty (30) days from the demand), there shall
15 be a panel comprised of three (3) arbitrators, one to be appointed by each party and the third
16 neutral arbitrator to be selected by the two arbitrators jointly, or by AAA or JAMS, if the two
17 arbitrators cannot decide on a third arbitrator. At least thirty (30) days before the arbitration
18 hearing, the parties shall allow each other reasonable written discovery including the inspection
19 and copying of documents and other tangible items relevant to the issues which are to be
20 presented at the arbitration hearing. The arbitrator(s) shall be empowered to decide any disputes
21 regarding the scope of discovery. Fees for the arbitrator or arbitrators shall be divided equally
22 between the parties, and the parties will be individually responsible for the payment of the fees.
23 The prevailing party in any arbitration, proceeding or legal action arising out of, or in connection
24 with, this Consent Judgment shall be entitled to recover its reasonable attorneys' fees and costs
25 incurred in connection with such arbitration, proceeding or legal action. The arbitrator(s) shall
26 determine who the prevailing party is for this purpose.

27 The award rendered by the arbitrator(s) shall be final and binding upon both parties. The
28 arbitration shall be conducted in San Francisco, California. The California State Superior Court

1 located in Alameda, California shall have exclusive jurisdiction over disputes between the parties
2 in connection with such arbitration and the enforcement thereof. The parties consent to the
3 jurisdiction and venue of the California State Superior Court located in Alameda, California.
4 Notwithstanding the fact that the parties have agreed to have any disputes arising from, or related
5 to, this Consent Judgment resolved by binding arbitration, such arbitration provision shall not
6 prevent the parties from seeking ancillary or equitable relief in connection therewith from the
7 California State Superior Court, including lis pendens and specific performance.

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

10 **12. Duties Limited to California.** This Consent Judgment shall have no effect on
11 Products sold outside of California by gifts.com for use outside the State of California.

12 **13. Modification of Consent Judgment.** This Consent Judgment may be modified
13 by written agreement of Plaintiff and gifts.com, after noticed motion, and upon entry of a
14 modified Consent Judgment by the Court thereon. Agreement to the terms of this Consent
15 Judgment by gifts.com or by Plaintiff, or entry of the Consent Judgment by this Court, does not
16 limit or expand the rights of the parties unilaterally to seek and/or obtain modification of the
17 Consent Judgment by motion with this Court.

18 **14. Notices.** All correspondence to Michael DiPirro shall be mailed to:

19 Jennifer Henry or David Bush
20 Bush & Henry
21 4400 Keller Ave., Suite 200
22 Oakland, CA 94605
23 (510) 577-0747

24 All correspondence to gifts.com shall be mailed to:

25 Ladd Cahoon, Esq.
26 Farella Braun + Martel, LLP
27 Russ Building, 30th Floor
28 235 Montgomery Street
San Francisco, CA 94104
(415) 954-4400

15. Compliance With Reporting Requirements (Health & Safety Code §25249.7(f)). The parties agree to comply with the reporting form requirements referenced in

1 Health & Safety Code §25249.7(f). DiPirro represents that his counsel will serve a copy of this
2 Consent Judgment on the California Attorney General's Office within two days of the Effective
3 Date. Pursuant to regulations promulgated under Health & Safety Code §25249.7(f), DiPirro
4 shall present this Consent Judgment to the Alameda County Superior Court thirty (30) days later,
5 to allow the Attorney General to comment on this Consent Judgment prior to the end of the thirty
6 day period.

7 **16. Equal Protection.** If, with respect to the manufacture, formulation, distribution,
8 sale and/or application of any Products, (a) the People of the State of California or the Plaintiff
9 allow any warning message or method other than those specified in Paragraph 1 by way of
10 settlement or compromise with any other retailer of leaded crystalware intended for use in storing
11 or serving food or drink for human consumption, or (b) warning messages or methods other than
12 those specified at Paragraph 1 are allowed by way of final judgment as to any other person and
13 that warning message or method has been approved by the Attorney General, or (c) a warning
14 message or method other than those specified in Paragraph 1 is approved by the Attorney General
15 at the request of any other retailer of leaded crystalware intended for use in storing or serving
16 food or drink for human consumption, or is allowed by any regulation, safe use determination, or
17 interpretive guideline promulgated by the lead agency the Governor has designated pursuant to
18 Cal. Health & Safety Code section 25249.12, then gifts.com may provide warnings using the
19 same message and/or methods provided in those settlements, compromises, judgments, approvals,
20 regulations, determination, or guidelines.

21 **17. Statements to Third Parties.** DiPirro, on behalf of himself, his agents,
22 representatives, and attorneys, agrees not to initiate press coverage in connection with matters
23 covered by this settlement, and further agrees to coordinate and cooperate with gifts.com
24 concerning any inquiries from the press concerning matters covered by this settlement.

25 **18. Counterparts and Facsimile.** This Consent Judgment may be executed in
26 counterparts and facsimile, each of which shall be deemed an original, and all of which, when
27 taken together, shall constitute one and the same document.

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19. **Authorization.** Each signatory to this Consent Judgment certifies that he or she has read and fully understands the terms and conditions as stated herein. Further, he or she certifies that they are fully authorized by the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party or parties represented and legally to bind that party.

AGREED TO:
DATE: 12/21/01



Michael DiPirro
PLAINTIFF

AGREED TO:
DATE: _____

gifts.com, Inc.
DEFENDANT

APPROVED AS TO FORM:
DATE: _____

David Bush
Bush & Henry
Attorneys for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:
DATE: _____

Ladd Caboon
Farella Braun + Martel LLP
Attorneys for Defendant
GIFTS.COM, INC.

1 **19. Authorization.** Each signatory to this Consent Judgment certifies that he or she
 2 has read and fully understands the terms and conditions as stated herein. Further, he or she
 3 certifies that they are fully authorized by the party he or she represents to stipulate to this Consent
 4 Judgment and to enter into and execute the Consent Judgment on behalf of the party or parties
 5 represented and legally to bind that party.

6 **AGREED TO:**

AGREED TO:

7 **DATE:** _____

DATE: 12/21/01

8
 9
 10 Michael DiPirro
PLAINTIFF

Barbara E. Stansich
 gifts.com, Inc.
DEFENDANT

11
12 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

13 **DATE:** _____

DATE: 12/21/01

14
 15
 16 David Bush
Bush & Henry
 Attorneys for Plaintiff
MICHAEL DiPIRRO

Ladd Cahoon
 Ladd Cahoon
 Farella Braun + Martel LLP
 Attorneys for Defendant
GIFTS.COM, INC.