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5 Attorneys for Plaintiff
Michael DiPirro

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7 CROSBY, HEAFEY, ROACH & MAY
Professional Corporation
8 1999 Harrison Street
Oakland, CA 94612-3572

9 **Mailing Address:**

10 P.O. Box 2084
Oakland, CA 94604-2084

11 Telephone: (510) 763-2000
12 Facsimile: (510) 273-8832

13 Attorneys for Defendant
Grizzly Industrial, Inc.

15 **SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA**

16 MICHAEL DiPIRRO,

17 Plaintiff,

18 vs.

19 GRIZZLY INDUSTRIAL, INC.; and
20 DOES 1 through 1000,

21 Defendants.

No. H-220167-8

CONSENT JUDGMENT

22 **1. INTRODUCTION:**

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

27 **1.2** For purposes of this Consent Judgment, the term "Grizzly" shall
28 mean Grizzly Industrial, Inc.

1 **1.3** DiPirro alleges that Grizzly has, since June 1, 1997, distributed
2 and sold in the State of California one or more of the products identified in Exhibit
3 A (hereafter "Products") whose customary use and application are likely to produce
4 fumes, gases or dust which contain one or more chemicals listed pursuant to the
5 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
6 Safety Code §§25249.5 *et seq.*, also known as Proposition 65. The chemicals to
7 which an exposure is alleged are lead (or lead compounds), crystalline silica, arsenic
8 and /or chromium (hexavalent compounds) (the "Listed Chemicals").

9 **1.4** On March 22, 2001 DiPirro first served Grizzly and other public
10 enforcement agencies with a document entitled "60-Day Notice of Violation" which
11 provided Grizzly and such public enforcers with notice that Grizzly was allegedly in
12 violation of Health & Safety Code §25249.6 for failing to warn that the Products
13 expose users in California to one or more of the Listed Chemicals.

14 **1.5** On June 1, 2001, DiPirro filed a complaint entitled Michael
15 DiPirro v. Grizzly Industrial, Inc., et al. in the Alameda County Superior Court,
16 naming Grizzly as a defendant and alleging violations of Business & Professions
17 Code §17200 and Health & Safety Code §25249.6 in the interest of the general
18 public in California who allegedly have been exposed to one or more of the Listed
19 Chemicals produced by the Products. Grizzly thereafter filed and served its answer
20 to that Complaint.

21 **1.6** Grizzly denies the material factual and legal allegations
22 contained in DiPirro's above mentioned 60-Day Notice of Violation and Complaint
23 and maintains that all products distributed or sold by Grizzly in California including,
24 but not limited to, the Products, have been and are in compliance with all laws.

25 **1.7** Nothing in this Consent Judgment shall be construed as an
26 admission by Grizzly of any fact, finding, issue of law, or violation of law, nor shall
27 compliance with this Consent Judgment constitute or be construed as an admission
28 by Grizzly of any fact, finding, conclusion, issue of law or violation of law.

1 However, this paragraph shall not diminish or otherwise affect the obligations,
2 responsibilities and duties of Grizzly under this Agreement.

3 1.8 For purposes of this Consent Judgment, the term "Effective
4 Date" shall mean December 20, 2001.

5 6 2. PRODUCT WARNINGS

7 2.1 Products For Which Proposition 65 Warnings Are Not Required:

8 Grizzly shall not have any Proposition 65 warning obligations for the Products that
9 are: (1) manufactured before January 15, 2002; (2) distributed or shipped for sale
10 outside the State of California; or (3) manufactured outside of the State of
11 California, within the meaning of the June 6, 1997 U.S. Department of Labor,
12 Occupational Safety and Health Administration, "Approval California State Standard
13 on Hazard Communication Incorporating Proposition 65", 62 Federal Register
14 31159-31181 (i.e. occupational exposures) and not sold to consumers. Grizzly shall
15 have no Proposition 65 warning obligations for those products (accessories,
16 building materials and hand tools) that Grizzly manufactures, distributes or sells in
17 California, if any, and for which the Consent Judgment in People v. Ace Hardware,
18 et. al., San Francisco Superior Court No. 995893 (a copy of the face page of this
19 case is attached as Exhibit B) has determined that no Proposition 65 warning is
20 required.
21

22 2.2. Products For Which Proposition 65 Warnings Are Required:

23 Subject to Section 2.1, Grizzly shall not, after January 15, 2002, knowingly
24 distribute or sell in California any Products that contain Listed Chemicals or whose
25 customary use and application produce fumes, gases or dust that contain Listed
26 Chemicals, unless such Products comply with Section 2.3.
27
28

1 **2.3 Methods Of Warning:** Grizzly may satisfy any Section 2.2
2 warning obligations by utilizing either of the warning methods identified in Section
3 2.3(a) or 2.3(b). The warnings identified in Sections 2.3(a) and 2.3(b) shall be
4 prominent and displayed with such conspicuousness, as compared with other
5 words, statements, or designs, as to render them likely to be read and reasonably
6 understood by ordinary individuals under customary conditions of purchase or use.

7
8 **a. Warnings In Owner's Manuals:** Including a warning in the
9 Product's Owners Manual if all of the following conditions are met:

10
11 **1.** Grizzly intends that the Owners Manual will be
12 provided with the original Product packaging to the initial consumer/purchaser;

13
14 **2.** At least one other safety warning appears in the
15 Owner's Manual;

16
17 **3.** All or a substantial portion of operation
18 instructions, if any, are contained in the Owner's Manual;

19
20 **4.** The warning is located in one of the following
21 places in the Owner's Manual: the outside of the front cover, the inside of the front
22 cover, the first page other than the cover or the outside of the back cover.
23 Alternatively, the warning may be included in a safety warning section consistent
24 with specifications UL 745-1 or UL 45, issued by Underwriter's Laboratories, Inc.,
25 as amended. The warning may either be printed in the manual or contained in a
26 durable label or sticker affixed to the manual;

27
28 **5.** The language of the warning is that set forth in

1 Exhibit D;

2
3 6. The warning is printed in a font no smaller than the
4 font used for other safety warnings in the Owner's Manual; and

5
6 7. The Product contains a durable label or sticker
7 directing the operator's attention to the Owner's Manual.

8
9 b. Warning on the Product: Having a durable label containing
10 a warning affixed or attached to the Product in a location that can be seen by the
11 Product's user under normal circumstances of use, with the language of the
12 warning being either: (i) that set forth in Exhibit C; or (ii) equivalent to the language
13 in Exhibit C and one that complies with Section 12601 of Title 22 of the California
14 Code of Regulations.

15 2.4 DiPirro alleges that the customary use or application of the
16 Products is likely to expose users to one or more of the Listed Chemicals. In the
17 event that Grizzly obtains analytical, risk assessment or other data ("Exposure
18 Data") that shows an exposure to any or all of those Products poses "no significant
19 risk" or "no observable effect" as such standards are applicable and as are defined
20 under Health & Safety Code §25249.10(c) and Grizzly seeks to limit or eliminate
21 any of the warning provisions required under this Consent Judgment, then Grizzly
22 shall provide DiPirro with ninety (90) days prior written notice of its intent to limit
23 or eliminate the warning provisions under this Consent Judgment based on the
24 Exposure Data and shall provide DiPirro with all such supporting Exposure Data.
25 Within ninety (90) days of receipt of Grizzly Exposure Data, DiPirro shall provide
26 Grizzly with written notice of his intent to challenge the Exposure Data (in the event
27 that he chooses to make such a challenge). If DiPirro fails to provide Grizzly written
28

1 notice of his intent to challenge the Exposure Data within ninety (90) days of
2 receipt of Grizzly notice and the Exposure Data, DiPirro shall waive all rights to
3 challenge the Exposure Data, and Grizzly shall be entitled to limit or eliminate the
4 warning provisions required under this Consent Judgment with respect to those
5 Product(s) to which the Exposure Data applies. If DiPirro timely notifies Grizzly of
6 his intent to challenge the Exposure Data, DiPirro and Grizzly (a) may stop its
7 efforts to eliminate the warnings upon notice to DiPirro with no further liability or
8 obligations or (b) shall negotiate in good faith for a period not to exceed thirty (30)
9 days following receipt of Grizzly notice to attempt to reach a settlement of this
10 issue. If a settlement is not reached, DiPirro and Grizzly agree to submit such
11 challenge to the superior court for determination, pursuant to the court's continuing
12 jurisdiction of this matter under C.C.P. §664.6 and this Consent Judgment. The
13 prevailing party shall be entitled to reasonable attorneys' fees and costs associated
14 with bringing a motion brought under this paragraph to the court for determination.
15 Should Grizzly so request, DiPirro shall not unreasonably withhold his consent to
16 modifying or eliminating the warning program set forth in Section 2.4 herein to
17 make it consistent with the warning program applicable to other manufacturers and
18 distributors of power tool products substantially similar to the Products.

19 20 **3. MONETARY PAYMENTS**

21 **3.1 Payment Pursuant To Health & Safety Code §25249.7(b).**

22 Pursuant to Health & Safety Code §25249.7(b), Grizzly shall pay a civil penalty of
23 \$1,000. The payment of \$1,000 shall be paid within five (5) calendar days of the
24 Effective Date and shall be held in trust by DiPirro's counsel until the Alameda
25 County Superior Court approves and enters the Consent Judgment. The penalty
26 payment is to be made payable to "Chanler Law Group In Trust For Michael
27 DiPirro".

28 **3.2 Any penalty monies received shall be apportioned by DiPirro in**

1 accordance with Health & Safety Code §25192, with 75% of these funds remitted
2 to the State of California's Department of Toxic Substances Control. DiPirro shall
3 bear all responsibility for apportioning and paying to the State of California the
4 appropriate civil penalties paid in accordance with this paragraph. In the event this
5 Consent Judgment is not approved by the Court, DiPirro will return to Grizzly all
6 funds, with interest thereon at a rate of six percent (6%) per annum, within five (5)
7 calendar days of receipt of notice of the Court's rejection of this proposed Consent
8 Judgment.

9 **3.3** Grizzly understands that the payment schedule as stated in this
10 Consent Judgment is a material factor upon which DiPirro has relied in entering into
11 this Consent Judgment. Grizzly agrees that all payments will be made in a timely
12 manner in accordance with the payment due dates. Grizzly will be given a five (5)
13 calendar day grace period from the date payment is due. Grizzly agrees to pay
14 Michael DiPirro a \$250 per calendar day fee for each day the payment is received
15 after the grace period ends. For purposes of this paragraph, each new day
16 (requiring an additional \$250 payment) will begin at 5 p.m. (PST).

17 18 **4. REIMBURSEMENT OF FEES AND COSTS**

19 **4.1 Reimbursement Of Fees And Costs.** The parties acknowledge
20 that DiPirro offered to resolve the dispute without reaching terms on the amount of
21 fees and costs to be reimbursed, thereby leaving this open issue to be resolved
22 after the material terms of the agreement had been reached, and the matter settled.
23 Grizzly then expressed a desire to resolve the fee and cost issue concurrently with
24 other settlement terms, so the parties tried to reach an accord on the compensation
25 due to DiPirro and his counsel under the private attorney general doctrine codified
26 at C.C.P. §1021.5.

27 **4.2** Grizzly shall reimburse DiPirro and his counsel for his fees and
28 costs, incurred as a result of investigating, bringing this matter to Grizzly's

1 attention, litigating and negotiating a settlement in the public interest. Grizzly shall
2 pay \$12,250 for all attorneys' fees, expert and investigation fees, and litigation
3 costs. Grizzly agrees to pay the total sum of \$12,250 within five (5) calendar days
4 of the Effective Date. Such sum shall be held in trust by DiPirro's counsel until the
5 Alameda County Superior Court approves and enters the Consent Judgment. If the
6 Consent Judgment is not approved by the Court, DiPirro will return to Grizzly, all
7 funds, with interest thereon at a rate of six percent (6%) per annum, within ten
8 (10) calendar days of notice of the Court's decision. Payment should be made
9 payable to the "Chanler Law Group".

10 **4.3** Grizzly understands that the payment schedule as stated in this
11 Consent Judgment is a material factor upon which DiPirro and his counsel have
12 relied in entering into this Consent Judgment. Grizzly agrees that all payments will
13 be made in a timely manner in accordance with the payment due dates. Grizzly will
14 be given a five (5) calendar day grace period from the date payment is due. Grizzly
15 agrees to pay Michael DiPirro and his counsel a \$250 per calendar day fee for each
16 day the payment is received after the grace period ends. For purposes of this
17 paragraph, each new day (requiring an additional \$250 payment) will begin at 5
18 p.m. (PST).

19 **4.4 Additional Contingent Fees and Costs.** In the event that the
20 California Attorney General's Office, pursuant to 11 CCR 3000 *et seq*, serves
21 objections to this Consent Judgment on either of the parties, such that it requires
22 DiPirro to incur additional legal fees or costs relating to this Consent Judgment,
23 Grizzly shall reimburse DiPirro for reasonable fees and costs incurred by DiPirro and
24 his counsel in excess of \$1,500 from the date of receipt of the Attorney General's
25 objections. Such additional legal fees or costs relating to this Consent Judgment
26 include, but are not limited to: further editing and finalizing of the Consent
27 Judgment; corresponding with opposing counsel; retention of experts; and
28 presenting of the Consent Judgment (or any modifications thereof) to the Attorney

1 General for further comment.

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

7 Such additional reimbursement of legal fees and costs shall be due
8 within ten (10) calendar days after receipt by Grizzly of both notice of Court
9 approval of the Consent Judgment and final billing statement from DiPirro. Grizzly
10 has the right to object to such reimbursement. If Grizzly does object, it shall notify
11 DiPirro's counsel in writing within five (5) calendar days of its receipt of both the
12 notice of the Court's approval of the Consent Judgment and DiPirro's billing
13 statement. The parties shall meet and confer in good faith to resolve the dispute.
14 If the dispute is not resolved within twenty-one (21) calendar days, either party
15 may submit the dispute to the Court, pursuant to the Court's continuing jurisdiction
16 to implement the terms of this Consent Judgment. The parties may also agree to
17 resolve the dispute through mediation, arbitration or other neutral third party
18 dispute resolution proceeding.

20 **5. RELEASE OF ALL CLAIMS**

21 **5.1 Michael DiPirro's Release of Grizzly.** In further consideration of
22 the promises and agreements herein contained, and for the payments to be made
23 pursuant to Sections 3 and 4, DiPirro, on behalf of himself, his agents,
24 representatives, attorneys, and/or assignees, and in the interest of the general
25 public, hereby waives all rights to institute or participate in, directly or indirectly,
26 any form of legal action and releases all claims, including, without limitation, all
27 actions, causes of action, in law or in equity, suits, liabilities, demands, obligations,
28 damages, costs, fines, penalties, losses or expenses (including investigation fees,

1 expert fees and attorneys' fees and other costs, other than those stated herein) of
2 any nature whatsoever, whether known or unknown, fixed or contingent
3 (collectively, "Claims"), against Grizzly and any of its parent companies, divisions,
4 subdivisions, subsidiaries (and the predecessors, successors and assigns of any of
5 them), and its respective officers, directors, attorneys, representatives,
6 shareholders, partners, agents, and employees (collectively, "Grizzly Releasees").
7 This waiver and release shall pertain only to Claims arising under Proposition 65 or
8 Business & Professions Code §17200 et seq., related to the Grizzly Releasees
9 alleged failure to warn about exposures on or before January 15, 2002 to the
10 Listed Chemicals contained in or produced by the customary use of any of the
11 Products. It is specifically understood and agreed that the parties intend Grizzly's
12 compliance with the terms of this Release resolves all issues and liability, now and
13 in the future, concerning the Grizzly Releasees' compliance with the requirements
14 of Proposition 65 or Business and Professions Code §17200 et seq., as to the
15 Products.

16
17 **5.2. DiPirro's Release of "Downstream Persons."** In further
18 consideration of the promises and agreements herein contained, and for the
19 payments to be made pursuant to Sections 3 and 4, DiPirro, on behalf of himself,
20 his agents, representatives, attorneys, and/or assignees, and in the interest of the
21 general public, further waives all rights to institute any form of legal action and
22 releases all Claims, as defined above, against each distributor, wholesaler,
23 auctioneer, retailer, dealer, customer, owner, operator, purchaser, lessor, lessee,
24 renter, or user of the Products, or any of their respective parent, divisions,
25 subdivisions, subsidiaries (and the predecessors, successors and assigns of any of
26 them) and their respective officers, directors, shareholders, partners, attorneys,
27 representatives, agents, employees (collectively, "Downstream Persons"). This
28 waiver and release shall pertain only to Claims arising under Proposition 65 or

1 Business & Professions Code §17200 et seq., related to the Downstream Persons'
2 alleged failure to warn about exposures on or before January 15, 2002 to the
3 Listed Chemicals contained in or produced by the customary use of any of the
4 Products. It is specifically understood and agreed that the parties intend that this
5 Consent Judgment resolves all issues and liability, now and in the future,
6 concerning the Downstream Persons' compliance with the requirements of
7 Proposition 65 or Business & Professions Code §17200, et seq., as to the
8 Products.

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

16
17 **6. GRIZZLY SALES DATA.** Grizzly understands that the sales data provided to
18 counsel for DiPirro by Grizzly was a material factor upon which DiPirro has relied to
19 determine the amount of payments made pursuant to Health & Safety Code
20 §25249.7(b) in this Agreement. To the best of Grizzly's knowledge, the sales data
21 provided is true and accurate. In the event that DiPirro discovers facts which
22 demonstrate to a reasonable degree of certainty that the sales data is materially
23 inaccurate, the parties shall meet in a good faith attempt to resolve the matter
24 within ten (10) days of Grizzly's receipt of notice from DiPirro of his intent to
25 challenge the accuracy of the sales data. If this good faith attempt fails to resolve
26 DiPirro's concerns, DiPirro shall have the right to vacate this Consent Judgment and
27 re-institute an enforcement action against Grizzly, provided that all sums paid by
28 Grizzly pursuant to Sections 3 and 4 are returned to Grizzly within ten (10) days

1 from the date on which DiPirro notifies Grizzly of his intent to rescind this
2 Agreement. In such case, all applicable statutes of limitation shall be deemed tolled
3 for the period between the date DiPirro filed the instant action and the date DiPirro
4 notifies Grizzly that he is vacating this Consent Judgment pursuant to this
5 Paragraph, provided that in no event, shall any statute of limitations be tolled
6 beyond four (4) years from the date this action was filed.

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

12
13 **8. SEVERABILITY.** In the event that any of the provisions of this Consent
14 Judgment are held by a court to be unenforceable, the validity of the enforceable
15 provisions remaining shall not be adversely affected.

16
17 **9. ATTORNEY'S FEES.** In the event that a dispute arises with respect to any
18 provision(s) of this Consent Judgment (including, but not limited to, disputes arising
19 from the payments provisions in Sections 3 and 4), the prevailing party shall be
20 entitled to recover costs and reasonable attorneys' fees.

21
22 **10. GOVERNING LAW.** The terms of this Consent Judgment shall be governed
23 by the laws of the State of California. In the event that Proposition 65 is repealed
24 or is otherwise rendered inapplicable by reason of law generally, or as to the
25 Products specifically, Grizzly shall have no further obligations pursuant to this
26 Consent Judgment with respect to, and to the extent that, those Products are so
27 affected.

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

6 If to Michael DiPirro: Jennifer Henry or David Bush
7 Bush & Henry
8 4400 Keller Ave., Suite 200
Oakland, CA 94605
(fax) (510) 577-0787

9 If to Grizzly: Don Osterloh
10 Vice President
Grizzly Industrial, Inc.
11 P.O. Box 2069
Bellingham, Washington 98227
12 (fax) (360) 676-1075

13 With a copy to: John E. Dittoe
14 Crosby, Heafey, Roach & May
15 1999 Harrison Street
P.O. Box 2084
Oakland, CA 94604-2084
(fax) (510) 273-8832

16 Either party, from time to time, may specify a change of address or facsimile
17 number to which all notices and other communications shall be sent.
18

19 **12. NO ADMISSIONS:** Nothing in this Consent Judgment shall constitute or be
20 construed as an admission by Grizzly of any fact, finding, conclusion, issue of law,
21 or violation of law, nor shall compliance with this Consent Judgment constitute or
22 be construed as an admission by Grizzly of any fact, finding, conclusion, issue of
23 issue of law, or violation of law, such being specifically denied by Grizzly. Grizzly
24 reserves all of its rights and defenses with regard to any claim by any party under
25 Proposition 65 or otherwise. However, this Paragraph shall not diminish or
26 otherwise affect Grizzly obligations, responsibilities and duties under this Consent
27 Judgment.
28

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

8
9 **14. COUNTERPARTS; FACSIMILE SIGNATURES:** This Consent Judgment may be
10 executed in counterparts and by facsimile, each of which shall be deemed an
11 original, and all of which, when taken together, shall constitute one and the same
12 document.

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

25
26 **16. AUTHORIZATION.** The undersigned are authorized to execute this Consent
27 Judgment on behalf of their respective parties and have read, understood and agree
28 to all of the terms and conditions of this Consent Judgment.

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AGREED TO:

DATE: _____

Plaintiff Michael DiPirro

APPROVED AS TO FORM:

DATE: _____

David Bush
Attorneys for Plaintiff
Michael DiPirro

AGREED TO:

DATE: 12/20/01

Defendant Grizzly Industrial, Inc.

APPROVED AS TO FORM:

DATE: 12/20/01

John E. Dittoe
John E. Dittoe
Attorneys for Defendant Grizzly
Industrial, Inc.

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AGREED TO:

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DATE: _____

DATE: _____

Plaintiff Michael DiPirro

Defendant Grizzly Industrial, Inc.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DATE: 12/20/01

DATE: _____



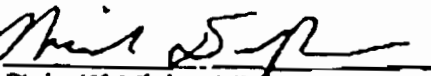
David Bush
Attorneys for Plaintiff
Michael DiPirro

John E. Dittoe
Attorneys for Defendant Grizzly
Industrial, Inc.

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AGREED TO:

DATE: _____


Plaintiff Michael DiPirro

APPROVED AS TO FORM:

DATE: _____

David Bush
Attorneys for Plaintiff
Michael DiPirro

AGREED TO:

DATE: _____

Defendant Grizzly Industrial, Inc.

APPROVED AS TO FORM:

DATE: _____

John E. Dittoe
Attorneys for Defendant Grizzly
Industrial, Inc.

Exhibit A

EXHIBIT A – GRIZZLY

Power Tools

Saws (such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, scroll, stonecutting, table, tile and wall mounted).
Power shears and cutters (such as rotary tile and pipe cutters, trimmers).
Power cutout tools.
Sanders, polishers, abrading machines and buffers.
Grinders (such as pavement, right angle, die, straight and bench grinders and grooving equipment).
Drills and augers (such as general purpose, diamond coring, driver, hammer, drill press and drywall drills).
Power sharpeners and files, including drill bit sharpeners.
Power screw drivers.
Power hammers (such as breaker, chipper and rotary).
Rotary tools and impact wrenches.
Lathes, planers, shapers, edgers and nibblers.
Routers (such as general purpose, masonry and plunge).
Joiners (such as general purpose and plate).
Paint drying and removing tools, including sandblasters and heat guns.
Drywall cutters and trimmers.

Exhibit B

COPY

1 BILL LOCKYER
Attorney General of the State of California
2 RICHARD M. FRANK
Chief Assistant Attorney General
3 CRAIG C. THOMPSON
Acting Assistant Attorney General
4 EDWARD G. WEIL (S.B. No. 88302)
Deputy Attorney General
5 1515 Clay Street, 20th Floor
Oakland, CA 94612
6 Telephone: (510) 622-2149

ENDORSED
FILED
San Francisco County Superior Court

SEP 29 2000

GORDON PARK-LI, Clerk
BY: JENNIFER W. MACK
Deputy Clerk

7 Attorneys for Plaintiffs People of the State of California

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10	PEOPLE OF THE STATE OF CALIFORNIA ex. rel.	)	No. 995893
11	BILL LOCKYER, Attorney General of the State of	)	
	California,	)	CONSENT JUDGMENT
12		)	
	Plaintiffs,	)	
13		)	
	v.	)	
14	Ace Hardware Corporation, et al.	)	
15		)	
	Defendants.	)	

16
17 1. INTRODUCTION

18 1.1. On June 18, 1998, the Attorney General of the State of California, on behalf of the
19 People of the State of California ("People"), filed a complaint for civil penalties and injunctive
20 relief for violations of Proposition 65 and unlawful business practices in this Court.

21 1.2. The following defendants were named in the complaint: The Carborundum
22 Co., Wal-Mart Stores, Inc., Minnesota Mining and Manufacturing Company, sued herein as 3M
23 Corporation, Post Tool, Sungold Abrasives U.S.A., Inc., Truestone Block, Inc., Shamrock
24 Materials, Inc. (sued herein as "Shamrock Materials"), Sears Roebuck & Co., Orchard Supply
25 Hardware Stores Corporation, Boral Industries, Inc., Boral Bricks, Inc., Coronado Stone
26 Products, CPC Terminals, Hokanson Bldg. Block Co., Bosch Power, Div. of SB Power Tool Co.,
27 Dremel, Skil, Div. of SB Power Tool Co., Yardbirds, John Deere Consumer Products, Inc.,

1 United Abrasives, Inc., Husqvarna Forest & Garden Co., Shindaiwa, Partner Industrial Prods.,
2 Norton Company, Stow Manufacturing Co., Stihl, Inc., Echo, Inc., Cushion Cut, Inc., Hitachi
3 Koki U.S.A., Ltd. (sued as "Hitachi Power Tools" and "Hitachi Koki"), Makita U.S.A., Inc.,
4 Bullard Abrasives, Inc., Norton High Performance Refractories, Acme Brick Co., Alsey
5 Refractories Co., Atkinson Brick Co., Belden Brick Company, BNZ Materials, Inc., Calstone
6 Company, Castaic Brick Manufacturing Co., Chicago Fire Brick Co., Delta International
7 Machinery Corp., Endicott Clay Products Co., Glen-Gery Corporation, Hanson North America,
8 Inc., McNear Brick & Block, National Refractories & Minerals, North American Refractories
9 Company, Pacific Clay Brick Co., Pacific Coast Building Products (sued as itself and as its
10 operating divisions Basalite Block and Pacific Supply), Pacific Holding Company, Pine Hall
11 Brick Co., P.K. Insulation Manufacturing Company, Inc., Porter Cable Corporation, Premier
12 Refractories, Inc., The Quikrete Company, Richtex Corporation, Ryobi America Corporation,
13 Thermal Ceramics, Inc., Unifrax Corporation, Wellsville Fire Brick Co., Ace Hardware Corp.,
14 American Tool Co., Inc., Black & Decker (U.S.), Inc., Diamond Products, The M.K. Morse
15 Company, Milwaukee Electric Tool Corporation, Pferd, Inc., Powers Fastening, Inc.(Rawplug),
16 Terra Diamond Industrial, Vermont American Corp., AirVol Block, Inc., Costco Wholesale,
17 Waban, Inc., dba Home Base, K-Mart Corporation, The Home Depot U.S.A., Inc., Calaveras
18 Cement Co., Forney Industries, Lydall, Inc., Clesco Manufacturing Div., Glit, Inc., The Oatey
19 Company, Kaiser Cement Corp., Fibrex, Inc., Magnum Diamond & Machinery, Ali Industries,
20 TruServ Corporation, Global Material Technologies, Inc.(incorrectly sued herein as Rhodes
21 American), and United States Gypsum Company.

22 1.3. The following defendants were dismissed from this action: Sungold Abrasives
23 U.S.A., Inc., United Abrasives, Inc., Shindaiwa, Inc., Boral Industries, Inc., Boral Bricks, Inc.,
24 Norton High Performance Refractories, Acme Brick Co., Alsey Refractories Co., Belden Brick
25 Company, BNZ Materials, Inc., Chicago Fire Brick Co., Endicott Clay Products Co., Glen-Gery
26 Corporation, Hanson North America, Inc., Pine Hall Brick Co., P.K. Insulation Manufacturing
27 Company, Inc., Premier Refractories, Inc., Richtex Corporation, Thermal Ceramics, Inc., Unifrax

1 Corporation, Wellsville Fire Brick Co., Diamond Products, The M.K. Morse Company, Pferd,
2 Inc., Powers Fastening, Inc. (Rawplug), Terra Diamond Industrial, Lydall, Inc., The Oatey
3 company, Fibrex, Inc., Clesco Manufacturing Div., Magnum Diamond & Machinery, and The
4 Carborundum Company. All remaining defendants are referred to as "Settling Defendants".

5 1.4. Each Settling Defendant is a corporation or other business entity that employs more
6 than 10 persons and which imports, distributes and/or sells Covered Products in the State of
7 California or has done so in the past.

8 a. For purposes of this Consent Judgment, the term "Covered Products" means all
9 products described in Exhibit A to this Consent Judgment, regardless of product nomenclature
10 and model design or designation including past or future modifications not affecting the basic
11 function of the products. Covered Products do not include soldering irons or soldering guns.
12 Products described as "Accessories" in Exhibit A are attachments to the power tools or hand tools
13 identified in Exhibit A, or otherwise work in connection or association with them, and are
14 Covered Products when used as accessories to other Covered Products identified as power tools.

15 b. For the purposes of this Consent Judgment, the term "dust" refers both to fine
16 particulate matter and to any material released from a Covered Product or from the use of a
17 Covered Product on masonry, wood, metal, or any other natural or synthetic substances. The
18 term includes but is not limited to particles, fibers, chips, residues, powder, smoke, fumes,
19 vapors, soot, grime, dirt, chaff, fines, flakes, sand, granules, attritus, efflorescence, sawdust,
20 detritus, filings, debris, grains, friable material, turnings, sweepings, scourings, rinse; raspings,
21 shavings, dregs, mud, remains, mist, and precipitates. "Dust" does not include engine exhaust.

22 1.5. The People's Complaint alleges that the Settling Defendants failed to provide clear
23 and reasonable warnings that use of the Covered Products would result in exposure to crystalline
24 silica, lead, hexavalent chromium, arsenic, or other chemicals known to the State of California to
25 cause cancer, birth defects or other reproductive harm. The Complaint further alleges that under
26 the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section
27 25249.6, also known as "Proposition 65," businesses must provide persons with a "clear and

1 reasonable warning" before exposing individuals to these chemicals, and that the Settling
2 Defendants failed to do so. The Complaint also alleges that these acts constitute unlawful acts in
3 violation of the Unfair Competition Law, Pursuant to Business and Professions Code sections
4 17200 *et seq.* The Complaint specifically alleges that the action does not seek any relief with
5 respect to occupational exposures to listed chemicals caused by products manufactured outside
6 the State of California.

7 1.6. For purposes of this Consent Judgment only, the parties stipulate that this Court has
8 jurisdiction over the allegations of violations contained in the People's Complaint and personal
9 jurisdiction over each Settling Defendant as to the acts alleged in the People's Complaint, that
10 venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter this
11 Consent Judgment as a full and final resolution of all claims which were or could have been
12 raised in the Complaint based on the facts alleged therein.

13 1.7. For the purpose of avoiding prolonged litigation, the Attorney General, acting on
14 behalf of and in the interests of the People, and Settling Defendants enter into this Consent
15 Judgment as a full and final settlement of all claims that were raised in the Complaint, or which
16 could have been raised in the Complaint, arising out of the facts or conduct alleged therein. By
17 execution of this Consent Judgment and agreeing to provide the relief and remedies specified
18 herein, Settling Defendants do not admit any violations of Proposition 65 or Business and
19 Professions Code sections 17200 *et seq.*, or any other law or legal duty, and specifically deny that
20 they have committed any such violations. Nothing in this Consent Judgment shall prejudice,
21 waive or impair any right, remedy, or defense the Attorney General and Settling Defendants may
22 have in any other or in future legal proceedings unrelated to these proceedings. However, this
23 paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of the
24 parties under this Consent Judgment.

25 2. CLEAR AND REASONABLE WARNINGS

26 2.1. Manufacturers of Covered Products identified in Exhibit B and sold for use in the
27 State of California ("Exhibit B Products") shall provide clear and reasonable warnings that some

1 uses of those products expose persons to chemicals known to the State of California to cause
2 cancer, birth defects, or other reproductive harm; these warnings shall be given under the
3 circumstances, in the manner, and according to the schedules provided in this Consent Judgment.
4 For purposes of this section 2, a manufacturer ("Manufacturer") is any Settling Defendant that
5 either manufactures an Exhibit B product, or that sells an Exhibit B product in packaging (not
6 including price tags, inventory control labels, and other labels affixed to products) bearing the
7 name or trademark of that Settling Defendant. However, nothing in this Consent Judgment shall
8 require (1) any Manufacturer of an Exhibit B product to provide warnings on or with any
9 products other than those it manufactures or sells in packaging bearing its name or trademark, or
10 (2) Settling Defendants other than Manufacturers of Exhibit B products to provide any warnings
11 other than those interim warnings identified in subparagraph 3.1. Proposition 65 permits
12 warnings to be provided through mechanisms such as point-of-sale signs, which are not product
13 labels and do not travel with products through interstate commerce. The use of other warning
14 methods, such as labels and in-manual warnings under this Consent Judgment, is consented to by
15 the parties to the Consent Judgment, and shall not be construed to mean that those methods are
16 the only lawful means of compliance with Proposition 65.

17 2.2. Where a Proposition 65 warning is not required by this Consent Judgment for a
18 Covered Product sold for use in the State of California (*i.e.* those products listed on Exhibit A
19 that are not listed on Exhibit B, or "No Warning Products"), the Settling Defendants shall not
20 provide that product with a Proposition 65 warning concerning any exposure, unless required by
21 the federal Hazard Communication Standard. Provided, however, that chain saws and any other
22 product may retain any Proposition 65 warning required by the settlement of previous litigation.
23 The sole means of modifying this prohibition is a motion brought in accordance with section 5.

24 a. If a Proposition 65 warning is currently being provided with or on any No Warning
25 Products, and the warning is not otherwise allowed by this Consent Judgment, the Manufacturer
26 of each of these shall remove the warning in accordance with the schedule provided by this
27 Consent Judgment. However, a Settling Defendant may retain Proposition 65 warnings that

1 would otherwise have to be removed under this subparagraph if it reasonably believes that the
2 warning is required for occupational use of the product, and the product is sold in the same
3 packaging to both occupational and consumer customers.

4 b. For the purposes of this Consent Judgment, a Proposition 65 warning is one that
5 contains the phrase "Proposition 65", the phrase "a chemical known to the State of California", or
6 language substantially similar. However, nothing in this Consent Judgment shall prevent a party
7 from providing any warning that is or may potentially be required by any law other than
8 Proposition 65, including any regulatory or tort law. In particular, Settling Defendants may
9 provide warnings about cancer, birth defects, and reproductive harm, so long as the warnings are
10 not Proposition 65 warnings as defined in this subparagraph.

11 2.3. Nothing in this Consent Judgment requires that warnings be given for Covered
12 Products sold for use outside the State of California.

13 2.4. Nothing in this Consent Judgment requires that Proposition 65 warnings be given for
14 occupational exposures associated with any Covered Product that is manufactured outside of the
15 State of California, within the meaning of the June 6, 1997, U.S. Department of Labor,
16 Occupational Safety and Health Administration, "Approval; California State Standard on Hazard
17 Communication Incorporating Proposition 65," 62 Federal Register 31159-31181. All Covered
18 Products falling within this provision are deemed to be excluded from Exhibit B.

19 2.5. Warnings in manuals. A Manufacturer required to provide a warning for an Exhibit
20 B Product under subparagraph 2.1 may provide that warning in the owner's manual for that
21 Exhibit B Product if all of the following conditions are met:

22 a. the warning shall be located in one of the following places in the owner's manual: the
23 outside of the front cover, the inside of the front cover, the first page other than the cover, or the
24 outside of the back cover. Unless a different warning is approved by the Attorney General, the
25 warning shall have the exact content as the warning in Exhibit C, except that, at the option of the
26 manufacturer, the bracketed language may be omitted. The warning shall be printed in a font no
27 smaller than the font used for other safety warnings in the manual. The format shown in Exhibit

1 C is illustrative only, provided that the warning meets the other requirements of this section.
2 Alternatively, the warning may be included in a safety warning section consistent with
3 specifications UL 745-1 or UL 45, issued by Underwriters Laboratories Inc., as amended. The
4 warning may either be printed in the manual or contained in a durable label or sticker affixed to
5 the manual. If the graphic is used, and the manual is printed in a single color of ink on paper,
6 then the warning need not contain the yellow color shown on Exhibit C. Modifications
7 concerning colors of manual warnings may be made with the advance consent of the Attorney
8 General, which shall not be unreasonably withheld.

9 b. the Exhibit B Product contains a durable label or sticker directing the operator's
10 attention to the owner's manual;

11 c. the owner's manual is intended by the Manufacturer to be provided with the original
12 packaging of the Exhibit B Product to the initial consumer/purchaser;

13 d. at least one other safety warning appears in the owner's manual; and

14 e. all or a substantial portion of operation instructions, if any, are contained in the
15 owner's manual.

16 2.6. Warnings on the Product. As an alternative to complying with the requirements of
17 subparagraph 2.5, a Manufacturer of an Exhibit B Product may satisfy its obligations under this
18 Consent Judgment by providing warnings on the product. Any such warning may be provided
19 by affixing a durable label containing a warning with the language contained in Exhibit D on the
20 Exhibit B Product in a location that can be seen by the user of the Exhibit B Product under
21 normal circumstances of use of the Exhibit B Product.

22 2.7. Reporting to the Attorney General. Each Manufacturer responsible for providing
23 one or more warnings under subparagraph 2.1 shall mail one sample copy of a warning,
24 regardless of the number of product types manufactured, together with a certificate stating that
25 the warning requirements under the Consent Judgment have been complied with, to the Attorney
26 General within one year and 30 days following the entry of this Consent Judgment.

27 ///

1 2.8. No Proposition 65 warnings concerning any exposure shall be provided on or with
2 Covered Products except as required by subparagraphs 2.1, 2.5, 2.6, or 3.1, or as allowed by
3 subparagraph 2.2. The sole means of modifying this prohibition is a motion brought in
4 accordance with section 5.

5 **3. INTERIM AND FINAL WARNINGS**

6 3.1 An interim warning program for Exhibit B products sold to consumers in the State of
7 California shall be conducted in accordance with the following provisions.

8 a. Within 60 days from the date of entry of this Consent Judgment, each Settling
9 Defendant who owns or operates any retail store within the State of California ("Retail
10 Defendant" or, as a group, "Retail Defendants") shall provide to the store manager of every retail
11 store owned or operated by that Retail Defendant in the State of California that sells Exhibit B
12 products (1) a warning sign containing the language in Exhibit E, and (2) a communication
13 substantially in the form of Exhibit F (directing the recipient to post the warning sign). As shown
14 in Exhibit F, the letter shall direct the recipient to execute an acknowledgment and return it to the
15 sender within 21 days of receipt. If the sender has not received the acknowledgment within 30
16 days of sending, the sender shall so inform the Attorney General and provide a copy of the
17 original letter and any response from the recipient.

18 b. Within 60 days from the date of entry of this Consent Judgment, each Settling
19 Defendant who has a cooperative or franchise agreement with any retail store within the State of
20 California ("Coop Defendant" or, as a group, "Coop Defendants") shall provide to the store
21 manager of every store in the State of California that sells Exhibit B products with which the
22 Coop Defendant has a cooperative or franchise agreement (1) a warning sign containing the
23 language in Exhibit E, and (2) a communication substantially in the form of Exhibit G (informing
24 the recipient of its obligation to post the warning sign).

25 c. Within 60 days from the date of entry of this Consent Judgment, each Manufacturer of
26 an Exhibit B product shall provide to each retailer in the State of California to whom the
27 Manufacturer sells one or more Exhibit B products (1) a warning sign containing the language in

1 Exhibit E, and (2) a communication substantially in the form of Exhibit G (informing the
2 recipient of its obligation to post the warning sign). As shown in Exhibit G, the letter shall direct
3 the recipient to execute an acknowledgment and return it to the sender within 21 days of receipt.
4 If the sender has not received the acknowledgment within 30 days of sending, the sender shall so
5 inform the Attorney General and provide a copy of the original communication and any response
6 from the recipient. In providing the sign and communication in accordance with this
7 subparagraph, the Manufacturers of Exhibit B products may act individually or in one or more
8 groups, and may use third parties to send out the signs and communications and collect
9 acknowledgments. The parties recognize that any list of retailers provided to the Attorney
10 General under this subparagraph will be provided as confidential business information. The lists
11 and their contents shall be treated as official information in accordance with Evidence Code §
12 1040, and the Attorney General shall exercise its privilege to keep them confidential and
13 protected from public disclosure, if he determines this is required by law. The retailers to whom
14 signs and letters must be sent in accordance with this subparagraph do not include parties to this
15 Consent Judgment, defendants in *People v. Albertson's* (San Francisco Superior Court No.
16 306343), distributors who do not sell directly to the general public, and any retailer who
17 purchases 0.1% or less of the Covered Products the Manufacturer sells in California.

18 d. Retail stores may take down warning signs provided in accordance with this
19 subparagraph 3.1 one year after the entry of this Consent Judgment or when they have ascertained
20 that all Covered Products for which a warning is required being sold in their stores are providing
21 warnings under other parts of this judgment, whichever is sooner.

22 e. The requirements of this subparagraph 3.1 may be enforced by the Attorney General in
23 accordance with subparagraph 7.2.

24 3.2 All Exhibit B Products manufactured more than one year after entry of this Consent
25 Judgment shall have the warnings required under subparagraph 2.1, and described in
26 subparagraphs 2.5 and 2.6. However, the Manufacturer of any Exhibit B Product that begins to
27 design, lay out, and reprint the manual for that product after the entry of this Consent Judgment

1 but before the one-year deadline shall include in the reprinted manual the warning described in
2 subparagraph 2.5, unless the Manufacturer chooses to provide warnings in accordance with
3 subparagraph 2.6.

4 3.3 The provisions in subparagraph 2.2 requiring the removal of Proposition 65 warnings
5 from No. Warning Products shall apply only to No Warning Products that are manufactured more
6 than one year after entry of this Consent Judgment. However, the manufacturer of any No
7 Warning Product that begins to design, lay out, and reprint the product packaging or warning
8 label for that product after the entry of this Consent Judgment but before the one-year deadline
9 shall remove from the product packaging or warning label any Proposition 65 warning prohibited
10 by subparagraph 2.2. This subparagraph 3.3 is enforceable only against a Settling Defendant that
11 actually manufactures the product at issue, and not against any Settling Defendant that merely
12 sells the product at issue in packaging bearing the name or trademark of that Settling Defendant.

13 3.4. Optional Interim Owner's Manual/Product Warning Program. A Defendant may
14 elect to provide the warnings otherwise required by subparagraph 3.1 by assuring that each
15 Exhibit B product it manufactures and is offered for sale in California on or after 90 days
16 following entry of this Consent Judgment either (a) has affixed to it a sticker in the form set forth
17 in Exhibit I, displayed on the outside of the product package so that it may be seen and read by
18 customers in the store; or (b) has affixed to the owner's manual, a warning in the form set forth in
19 Exhibit C. Alternatively, a Defendant may provide warnings by placing them in manuals for
20 Exhibit B products in accordance with subparagraph 2.5, or by affixing to the manuals a warning
21 in the form of Exhibit C, in accordance with the following schedule: (a) in the 30 largest selling
22 Exhibit B product manuals within 90 days, (b) in a total of the 60 largest selling Exhibit B
23 product manuals within 180 days, (c) in a total of the 90 largest selling Exhibit B product
24 manuals within 270 days and (d) in all Exhibit B product manuals within one year after the entry
25 of the consent judgment. Such warning shall be in lieu of any obligations imposed by
26 subparagraph 3.1, but is in addition to all obligations imposed by Paragraphs 2.1 through 2.8.

27 //

1 **4. PAYMENTS**

2 4.1. Within 30 days following receipt of notice of entry of this Consent Judgment,
3 Settling Defendants, or an entity acting on their behalf, shall pay a total of \$100,000 to the
4 Attorney General as reimbursement of costs and fees in prosecuting this matter. Settling
5 Defendants may divide the responsibility for this \$100,000 payment in any manner they choose.
6 Payment shall be made by delivery of immediately available funds to the Attorney General of the
7 State of California, attention Edward G. Weil, Deputy Attorney General, 1515 Clay Street, 20th
8 Floor, Oakland, California, 94612

9 4.2. The payment under Paragraph 4.1 is in satisfaction of all claims for civil penalties,
10 attorney's fees, costs, restitution, cy pres funding, or any other form of financial relief against
11 Settling Defendants.

12 **5. MODIFICATION OF CONSENT JUDGMENT**

13 5.1. This Consent Judgment may be modified by written agreement of the Attorney
14 General and Settling Defendants, after noticed motion, and upon entry of a modified consent
15 judgment by the court thereon, or upon motion of the Attorney General or any Settling Defendant
16 as provided by law and upon entry of a modified consent judgment by the court.

17 **6. CONTINUING OBLIGATIONS**

18 6.1. The manufacture, distribution, sale, resale, and/or use of Covered Products by
19 Settling Defendants, their suppliers, or those who are in their respective chains of distribution
20 (including wholesalers, brokers, resellers, dealers, distributors, original equipment manufacturers,
21 and retailers) does not violate Proposition 65 or the Unfair Competition Act if warnings are
22 provided to consumers in compliance with this Consent Judgment.

23 6.2. Any Settling Defendant that has complied with the terms of this Consent Judgment
24 shall not be found to have violated this Consent Judgment because any other person shall have
25 failed to provide warnings.

26 6.3. Provided, however, that this paragraph shall not expand or diminish any duty to
27 comply with any changes made to Proposition 65 or its implementing regulations after the date of

1 this Consent Judgment. The parties recognize that, for purposes of this subparagraph, the listing
2 of chemicals under Proposition 65 is not a change in the statute or its implementing regulations.

3 6.4. This paragraph shall not resolve any claim with respect to a Covered Product for
4 which no warning is provided and the product is changed after entry of this Consent Judgment to
5 include Listed Chemicals not previously contained in the product, or chemicals that were
6 contained in the Covered Product but are added to the Proposition 65 list of chemicals after the
7 entry of judgment.

8 6.5 By entering into this Consent Judgment, the Attorney General does not waive any
9 right to take further enforcement action in accordance with paragraph 7.

10 7. ENFORCEMENT

11 7.1. The Attorney General may, by motion or application for an order to show cause
12 before this Court, enforce the terms and conditions contained in this Consent Judgment. In any
13 such proceeding, the Attorney General may seek whatever fines, costs, penalties, or remedies are
14 provided by law for failure to comply with the Consent Judgment and where said violations of
15 this Consent Judgment constitute subsequent violations of Proposition 65 or other laws
16 independent of the Consent Judgment and/or those alleged in the Complaint, the Attorney
17 General is not limited to enforcement of the Consent Judgment, but may seek in another action,
18 whatever fines, costs, penalties, or remedies are provided for by law for failure to comply with
19 Proposition 65 or other laws. In any action brought by the Attorney General alleging subsequent
20 violations of Proposition 65 or other laws, the Settling Defendant may assert any and all defenses
21 that are available. Only the Attorney General may enforce the provisions of this Consent
22 Judgment.

23 7.2 The Attorney General may enforce the requirements of subparagraph 3.1 against any
24 Retail Defendant, Coop Defendant, cooperative member, franchisee, or independent retailer who
25 does not comply with the requirements of that paragraph, or who receives a warning sign sent in
26 accordance with that subparagraph but does not post the warning sign during the appropriate
27 interval. Provided, however, that if a defendant sends out the warning signs and letters as

required by subparagraph 3.1, and nevertheless a retail store fails to post the warning, the retail store shall pay a stipulated penalty of \$100 for each sign that is required to be posted, but is not, for each day on which the sign is not posted, or, where the retail store is relying on optional warnings under section 3.4, for each product package on display without the required warning.

8. APPLICATION OF CONSENT JUDGMENT

8.1. This Consent Judgment shall apply to and be binding upon the parties, their parents, divisions, subdivisions, subsidiaries, affiliates, franchisees, and licensees, and the predecessors, successors, and assigns of any of them. For the purposes of this Consent Judgment, "affiliate" means, with respect to any Settling Defendant, any other entity directly or indirectly controlling, controlled by, or under common control with such Settling Defendant. This Consent Judgment shall also be binding on the People of the State of California, as represented by the Attorney General or by any person who may bring a claim in the public interest or on behalf of the general public.

9. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

9.1. Each signatory to this Consent Judgment certifies that he or she is 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 represented and legally to bind that party.

10. CLAIMS COVERED

10.1. This Consent Judgment is a full, final, and binding resolution between the People and Settling Defendants, of any violation of Proposition 65, Business & Professions Code sections 17200 *et seq.*, or any other statutory or common law claim that could have been asserted in the complaint against Settling Defendants for failure to provide clear and reasonable warnings of exposure to chemicals known to cause cancer or reproductive toxicity associated with the Covered Products, or any other claim based on the facts or conduct alleged in the Complaint, whether based on actions committed by Settling Defendants or by any entity to whom they distribute or sell Covered Products. Compliance with the terms of this Consent Judgment resolves any issue now, in the past, and in the future concerning compliance by Settling

1 Defendants, their parents, divisions, subdivisions, subsidiaries, affiliates, franchisees, cooperative
2 members, and licensees; their distributors, wholesalers, and retailers who sell Covered Products;
3 and the predecessors, successors, and assigns of any of them; with the requirements of
4 Proposition 65 and Business & Professions Code sections 17200 *et seq.* Nothing in this Consent
5 Judgment shall be construed to affect the duties or liability of any employer with respect to any
6 duty to warn its employees.

7 11. RETENTION OF JURISDICTION

8 11.1. This Court shall retain jurisdiction of this matter to implement the Consent
9 Judgment.

10 12. PROVISION OF NOTICE

11 12.1. When any party is entitled to receive any notice under this Consent Judgment, the
12 notice shall be sent by overnight courier service to the person and address set forth in this
13 Paragraph. Any party may modify the person and address to whom the notice is to be sent by
14 sending each other party notice by certified mail, return receipt requested. Said change shall take
15 effect for any notice mailed at least five days after the date the return receipt is signed by the
16 party receiving the change.

17 12.2. Notices shall be sent to the following when required:

18 For the Attorney General:

19 Edward G. Weil
20 Deputy Attorney General
21 1515 Clay St., 20th Flr.
22 Oakland, CA 94612-1413
Telephone: (510) 622-2149
Facsimile: (510) 622-2270

23 12.3 Notices for the Settling Defendants shall be sent to the names and addresses set
24 forth in Exhibit H.

25 13. COURT APPROVAL

26 13.1. If this Consent Judgment is not approved by the Court, it shall be of no force or
27 effect.

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: 
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: _____
17 Title: _____

18 On behalf of Defendant:

19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 ALFRED G. CHIANTELLI
23 Dated: SEP 27 2000 Presiding Judge
24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Deputy Attorney General
13 For Plaintiffs People of the State of California

14 Dated: July 17, 2000

15 By: Berrie Hopkins
16 Title: General Manager
17 On behalf of Defendant:
18 Hitachi Koki U.S.A., Ltd

19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated: _____
24 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 17, 2000

16 By:

17 John M. Burtis
18 Title: Director, Claims and Litigation

19 On behalf of Defendant:
20 STOW MANUFACTURING CO.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Deputy Attorney General
13 For Plaintiffs People of the State of California

14 Dated: July 28, 2000 .

15 By:

Joseph V. Rund
16 Title: Joseph V. Rund, Vice President Sales & Marketing

17 On behalf of Defendant:

18 Echo Incorporated
19 400 Oakwood Rd.
20 Lake Zurich, IL 60047

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

12 Dated: July 17, 2000

13 By:

Richard A. White
14 Title: President - Richard A. White
15 On behalf of Defendant: Bullard ABRASIVE, INC
16
17
18
19
20

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

12 Edward G. Weil
13 Edward G. Weil
14 Deputy Attorney General
15 For Plaintiffs People of the State of California

16 Dated: JULY 28, 2000.

17 By:

18 David L. Lippert
19 Title: PRESIDENT HUSQVARNA

20 On behalf of Defendant:

21 Husqvarna Forest & Garden Co.,
22 Division of WCI Outdoor Products, Inc.

23 IT IS SO ORDERED, ADJUDGED, AND DECREED.

24 Dated:

25 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: AUGUST 1, 2000.

16 PARTNER INDUSTRIAL PRODUCTS, DIVISION OF WCI
17 OUTDOOR PRODUCTS, INC.

18 By: Norman G. Gentry

19 Title: President

20 On behalf of Defendant: Partner Industrial Products

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: ^{RB} Diane T. Nansen
17 Title: Asst. General Counsel
18 and Corporate Secretary
19 On behalf of Defendant: TRUSERV CORPORATION

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated: _____
24 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

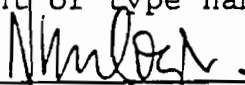
2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: 
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: 8/21/2000

16 NORMAN SOKO
17 (Print or type name)
18 By: 
19 Title: President

20 On behalf of Defendant:
21 Global Material Technologies, Inc.
22 (incorrectly sued herein as Rhodes American)

23 IT IS SO ORDERED, ADJUDGED, AND DECREED.

24 Dated: _____
25 JUDGE OF THE SUPERIOR COURT
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: August 2, 2000

16 By:

17 Title:

18 On behalf of Defendant:

19 Roger Allen ROGER ALLEN
20 GENERAL MANAGER
21 CUSHION CUT, INC

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23 Dated:

24 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Deputy Attorney General
13 For Plaintiffs People of the State of California

14 Dated:

15 By:

16 Title:

17 On behalf of Defendant:

Senior Counsel
Newton Company

18
19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

14. EXECUTION IN COUNTERPARTS

14.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: July 10, 2000 BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG C. THOMPSON
Acting Assistant Attorney General

By: Edward G. Weil
Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated: July 27, 2000

By: Gary Morikawa
Title: GARY MORIKAWA, PRESIDENT
On behalf of Defendant: MAKITA U.S.A., INC.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____
JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 27, 2000

16 By: Curtis Hapstead
17 Title: General Manager

18 On behalf of Defendant: John Deere Consumer Products, Inc.,

19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT

14. EXECUTION IN COUNTERPARTS

14.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: July 10, 2000 BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG C. THOMPSON
Acting Assistant Attorney General

By:

Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated: July 26, 2000

By:

Christopher J. McElroy
Title: Senior Corporate Counsel
On behalf of Defendant: United States Gypsum Company

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated:

JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

12 Edward G. Weil
13 Edward G. Weil
14 Deputy Attorney General
15 For Plaintiffs People of the State of California

16 Dated:

17 By:

18 [Signature]
19 Title: Vice President Administration
20 On behalf of Defendant: SHAMROCK MATERIALS, INC.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 31, 2000.

16 SEC
17 LEGAL

18 By: Steve McComb
19 Title: VP AND DEPUTY GENERAL COUNSEL

20 On behalf of Defendant: SEARS ROEBUCK & CO.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 24, 2000
16 Terence J. Anderson
17 FORNEY INDUSTRIES
18 By: President
19 Title:

20 On behalf of Defendant:

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.
22

23 Dated: JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Deputy Attorney General
13 For Plaintiffs People of the State of California

14 Dated: July 21, 2000 .

15 By:

Frans Roodenberg
16 Title: President
17 Frans Roodenberg
18 On behalf of Defendant:
19 Hokanson Building Block Co.,
20 Pavestone California LLC

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 21, 2000 .

16 By:

Arthur J. Conti
17 Title: Managing Director
18 Arthur J. Conti
19 On behalf of Defendant:

20 Allied Cement Company, A California Limited
21 Partnership by CPC Terminals, Inc., A California Corp.
22 its General Partner

23 IT IS SO ORDERED, ADJUDGED, AND DECREED.

24 Dated:

JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Deputy Attorney General
13 For Plaintiffs People of the State of California

14 Dated: July 24, 2000

15 By:

Melton Bacon
16 Title: President
17 Melton Bacon
18 On behalf of Defendant:
19 Coronado Stone Products
20

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.
22

23 Dated:

JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: *July 10, 2000* BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 28, 2000.

16 By:

Mark Ingram Mark Ingram
17 Title: *Managing Director, Operational Services*
18 On behalf of Defendant:
19 *Pacific Coast Building Products, Inc.*

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: Phong Du
17 Title: President and COO

18 On behalf of Defendant: S-B Power Tool Company, incorrectly
19 named in this Complaint as "Bosch Power, Div. of SB Power
20 Tool Co., Dremel, Skil, Div. of S-B Power Tool Co.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
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26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: MICHAEL H. HYER

16 7/25/00

17 By:

Michael H. Hyer
18 Title: Vice President

19 On behalf of Defendant: Kaiser Cement Corporation,
20 now known as Hanson Permanente Cement, Inc.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

12 Dated:

13 By:

GERARD A. GRIFFIN
14
15
16 Title: GERARD A. GRIFFIN
17 OWNER
18 On behalf of Defendant:

19 Yardbirds Electric & Plumbing Supply
20
21

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23 Dated:

24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

12 Dated:

TREND-LINES, INC. dba POST TOOL

13 By:

14 Norman Zayachuk V.P.
15 Title:

16 On behalf of Defendant: Trend Lines, Inc., dba Post Tool
17
18
19
20

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.
22

23 Dated:

JUDGE OF THE SUPERIOR COURT
24
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26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: 8/24/00

16 By: William B. [Signature]
17 Title: Executive Vice President Operations
18 On behalf of Defendant: Glit, Inc.

19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated: _____
24 JUDGE OF THE SUPERIOR COURT

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IT IS SO STIPULATED:

Dated: *July 10, 2000* BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG C. THOMPSON
Acting Assistant Attorney General

By:


Edward G. Weil
Deputy Attorney General
For Plaintiffs, People of the State of California

Dated:

By:


Title: David P. Levine, Divisional Vice President
On behalf of Defendant: Kmart Corporation

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated:

JUDGE OF THE SUPERIOR COURT

Post-It® Fax Note	7671	Date	8/24	# of pages	1
To	M. Steel	From	C. Haines		
Co.	Pillsbury	Co.	Kmart		
Phone #		Phone #			
Fax #	15938-1200	Fax #			

CONSENT JUDGMENT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By:

17 Daniel Hatch (Daniel Hatch)
18 Title: SENIOR CORPORATE COUNSEL

19 On behalf of Defendant: HOME DEPOT U.S.A., INC.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
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27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

Edward G. Weil
12 Deputy Attorney General
13 For Plaintiffs People of the State of California

14 Dated:

15 By:

John Price
16 Title: John Price, General Counsel
17 On behalf of Defendant: HomeBase, Inc.

18
19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

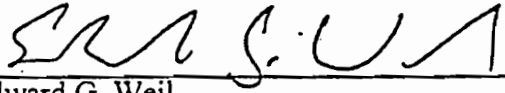
JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

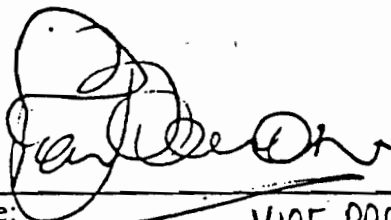
2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: 
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: 8/29/2000

16 By: 
17 Title: VICE PRESIDENT
18 On behalf of Defendant: STHL INCORPORATED

19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated: _____
24 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By:

12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: 14 AUGUST 2000

16 By:

17 Laurence A. Prud'homme
18 Title: Vice President, Chief Financial Officer
19 (Laurence A. Prud'homme)

20 On behalf of Defendant:
21 Calaveras Cement Company

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23 Dated:

24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: Paul H. Ayers 7/18/00
17 Title: VP OPERATIONS
18 On behalf of Defendant: Air Vol Black, Inc.

19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: Edward G. Weil
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 19, 2000

16 By: Thomas A. Boardman
17 Title: Deputy General Counsel
18 Assistant Secretary
19 On behalf of Defendant:
20 Minnesota Mining and Manufacturing Company

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

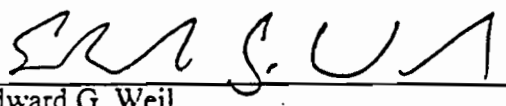
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: July 10, 2000 BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG C. THOMPSON
10 Acting Assistant Attorney General

11 By: 
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 12, 2000

16 By: 
17 Daniel M. Campbell
18 Title: Chairman of the Board

19 On behalf of Defendant: Truestone Block, Inc.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated:

24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: August 2, 2000.

16 By: John J. Van Zyl
17 Title: Senior Attorney
18 On behalf of Defendant
19 Ace Hardware Corp.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: W. Hoese
17 Title: WILLIAM L. HOESE
18 CORPORATE VICE PRESIDENT - GENERAL COUNSEL
19 On behalf of Defendant
20 American Tool Co., Inc.

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 31, 2000

16 By: Tobi C. Bell, V.P.
17 Title: Vice-President
18 On behalf of Defendant
19 Atkinson Brick Co.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: July 31, 2000

16 By: *Janis D. Bisgier*
17 Title: Vice President
18 On behalf of Defendant
19 Black & Decker (U.S.), Inc.
20

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: 
17 Title: CONTROLLER
18 On behalf of Defendant
19 Castaic Brick Manufacturing Co.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

14. EXECUTION IN COUNTERPARTS

14.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG THOMPSON
Acting Assistant Attorney General

By: Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated: AUG. 7, 2000

By: Sammy Boyd
Title: VICE PRESIDENT, FINANCE
On behalf of Defendant
Delta International Machinery Corp.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: JUDGE OF THE SUPERIOR COURT

1 14. EXFCUTION IN COUNTERPARTS

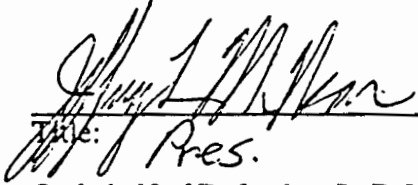
2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By:  _____
17 Title: Pres.
18 On behalf of Defendant L. P. McNear Brick
19 Co., Inc. (dba McNear Brick & Block,
20 sued as McNear Brick Company)

21
22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23 Dated: _____
24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

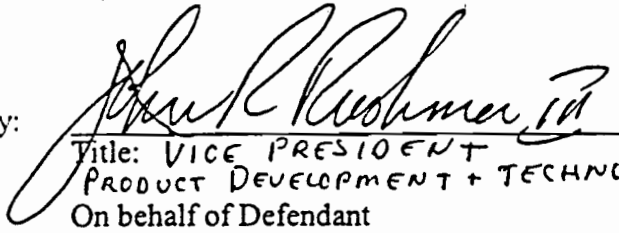
2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By:  _____
17 Title: VICE PRESIDENT
18 PRODUCT DEVELOPMENT + TECHNOLOGY
19 On behalf of Defendant
20 Milwaukee Electric Tool Corporation

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

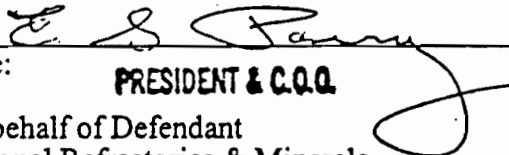
2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: 
17 Title: **PRESIDENT & C.O.O.**
18 On behalf of Defendant
19 National Refractories & Minerals

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated:

BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG THOMPSON
Acting Assistant Attorney General

6
7
8
9
10 By:

Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

11
12 Dated:

13
14
15 By:


Title: *Defending Counsel + Secretary*
On behalf of Defendant
North American Refractories Company

16
17
18
19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated:

24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

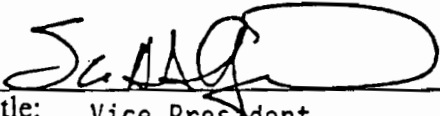
2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: 
17 Title: Vice President
18 On behalf of Defendant
19 Pacific Clay Brick Co.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated:

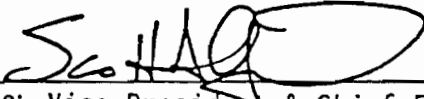
BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG THOMPSON
Acting Assistant Attorney General

9
10 By:

Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

11
12 Dated:

13
14
15 By:


Title: Vice President & Chief Financial Officer
On behalf of Defendant
Pacific Holding Company

16
17
18
19
20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22
23 Dated:

JUDGE OF THE SUPERIOR COURT

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: AUG. 7, 2000.

16 By: Sammy L. Boyd
17 Title: VICE PRESIDENT, FINANCE
18 On behalf of Defendant
19 Porter Cable Corporation
20

21 IT IS SO ORDERED, ADJUDGED, AND DECREED.
22

23 Dated: _____
24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By:  _____
17 Title/ James E. Winchester, President
18 On behalf of Defendant
19 The Quikrete Company, Inc.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated:

16 By: Julie P. Logan
17 Title: Vice President
18 On behalf of Defendant
19 Vermont American Corp.

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated:

23 _____
24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated:

BILL LOCKYER
Attorney General
RICHARD M. FRANK
Chief Assistant Attorney General
CRAIG THOMPSON
Acting Assistant Attorney General

6
7
8
9 By:

10 Edward G. Weil
11 Deputy Attorney General
12 For Plaintiffs People of the State of California

13 Dated:

14
15 By:

16 Title:

17 On behalf of Defendant
18 Wal-Mart Stores, Inc.
19
20
21

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23 Dated:

24 JUDGE OF THE SUPERIOR COURT
25
26
27

1 14. EXECUTION IN COUNTERPARTS

2 14.1. The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4 IT IS SO STIPULATED:

5 Dated: BILL LOCKYER
6 Attorney General
7 RICHARD M. FRANK
8 Chief Assistant Attorney General
9 CRAIG THOMPSON
10 Acting Assistant Attorney General

11 By: _____
12 Edward G. Weil
13 Deputy Attorney General
14 For Plaintiffs People of the State of California

15 Dated: *September 14, 2000*

16 By: *James W. Chamberlain*
17 Title: *President*
18 On behalf of Defendant
19 Ryobi America Corporation

20
21 IT IS SO ORDERED, ADJUDGED, AND DECREED.

22 Dated: _____
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27

Exhibit A

Exhibit A: Covered Products

Power Tools

Saws such as band, block, brick, circular, chain, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Power hobby tools, such as multipurpose tool kits used for cutting and etching.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

Accessories

Bits such as general purpose drill, bull point, forstner, masonry, diamond, core, cutter, router, auger, sander, grinding stone, mandrel, and screwdriver bits.

Saw blades such as circular, diamond, reciprocating, hole, band, jig, grit rod, grit back, masonry, abrasive, hack saw, and edge blades.

Carving tools, molding heads, dadoes, cutting blades.

Shaper and knife products, wires and lines for cutting, saw chains.

Chisels, chippers, breakers, bushing tools, files, and rasps.

Wire brushes.

Vacuums and other dust removal equipment.

Lathe equipment.

Wheels, discs, belts, rubs and pads such as sand, grinding, cutting, abrasive, diamond, mounted points, polishing, and buffing wheels, discs, belts and pads.

Sand paper such as sheet, disk, pre-cut and pre-form papers.

(Exhibit A continued)

Building Materials

Clay and ceramic bricks, pavers, tiles, and other shapes; crushed brick, powdered brick, ground clay, and clay used for making bricks.

Concrete blocks, bricks, pavers, tiles, pipes, panels, and other concrete shapes.

Refractory bricks, blocks, and other shapes; refractory castables; and refractory products used to make other refractory products.

Gypsum wallboard, drywall, and other wallboards.

Mortars, grouts, portland cements, cement mixes, blended cements, magnesium oxide, magnesium hydroxide, and joint and other compounds used in connection with wallboard.

Chemically treated wood.

Sand, gravel, crushed stone, and aggregate.

Hand Tools

Saws.

Drills.

Hammers.

Screwdrivers.

Scrapers.

Knives.

Chisels.

Pry bars.

Files, rasps, and planes.

Sanding blocks, sandpaper, and sharpening stones.

Brooms.

Steel wool.

Hand-held abrasive products such as pads, rubs, etc.

Exhibit B: Products for Which a Warning is Required

Power Tools

Saws such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

Exhibit C

WARNING

Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains chemicals known [to the State of California] to cause cancer, birth defects or other reproductive harm. Some examples of these chemicals are:

- lead from lead-based paints,
- crystalline silica from bricks and cement and other masonry products, and
- arsenic and chromium from chemically-treated lumber.

Your risk from these exposures varies, depending on how often you do this type of work. To reduce your exposure to these chemicals: work in a well ventilated area, and work with approved safety equipment, such as those dust masks that are specially designed to filter out microscopic particles.

[Note: Text in brackets is optional.]



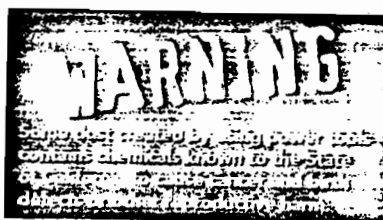
Exhibit D

Exhibit D: Warning Label.

WARNING: Some dust created by using power tools contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Exhibit E:

[SAME WARNING AS EXHIBIT C]



Ex D

Note: On the originals of Exhibits C, D, and E, the word "WARNING" appears in bright yellow.

Exhibit E

WARNING

Some dust created by power sanding, sawing, grinding, drilling, and other construction activities contains

chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. Some examples of these chemicals are:

Lead from lead-based paints,

Crystalline silica from bricks and cement and other

massary products, and

Arsenic and chromium from chemically-treated lumber.

Your risk from these exposures varies, depending on how often you do this type of work. To reduce your exposure to these chemicals: work in a well-ventilated area, and work with approved safety equipment, such as those dust masks that are specially designed to filter out microscopic particles.

EXE

Exhibit F

Exhibit F:

**[COMMUNICATION FROM RETAIL DEFENDANTS TO STORE MANAGERS
DIRECTING THEM TO POST WARNING SIGNS OR AFFIX WARNING LABELS.]**
(Company letterhead, proper address)

Dear Store Manager:

Enclosed are [signs for posting in your store] [labels to be affixed on power tool products] concerning exposures to chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm, caused by use of power tools. Dust from materials such as concrete blocks, lead-based paint, and chemically-treated wood contains these chemicals in amounts that can be significant for people who use power tools frequently.

Warnings for these products are required by a Consent Judgment approved by the Superior Court and agreed to by the parties in *People of the State of California v. Ace Hardware, et al.* (San Francisco Superior Court No. 995893). Accordingly, it is very important that you post the signs as directed.

**FAILURE TO [POST THE SIGNS] [AFFIX THE LABELS] COULD RESULT IN
LEGAL ACTION BY THE ATTORNEY GENERAL SEEKING COURT ORDERS AND
CIVIL PENALTIES AGAINST OUR COMPANY. THESE PENALTIES COULD
AMOUNT TO \$100 PER SIGN THAT YOU FAIL TO POST.**

You must [post the signs] [affix the labels] in one of the following ways:

[1. For stores that have central check-outs in the front of the store, one sign should be posted at every aisle devoted to power tools. For stores that have multiple check-outs located elsewhere in their stores, one sign can be posted either at each aisle where power tools are displayed or at the cash register or check-out counter nearest to where the power tools are displayed.]

[2. If over 50% of the shelf space (by estimate) in your store is devoted to sales of power tools, post at the check-out registers.]

[1. Affix one of the enclosed labels on the packaging of each power tool product listed on Exhibit B (attached), in a location on the packaging likely to be seen by consumers purchasing the product, without obscuring any other warnings that may appear on the packaging.]

[Do NOT post the signs on the front door of the store, or on walls that could be blocked or difficult for your customers to see.]

[Full-color signs] [Durable adhesive labels] are enclosed. If you need more, call or e-mail me at [telephone number and e-mail address]. [Do NOT make black-and-white copies of the sign.]

Because of the importance of this matter, please acknowledge receipt of this communication ASAP, by using the attached form. We must have 100% compliance on this matter. We are

subject to a \$100 fine for EACH sign that is missing, for EACH DAY the sign is missing.

Exhibit 1 [same list as Exhibit B]

Saws such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

Exhibit 2

ACKNOWLEDGMENT

People v. Ace Hardware Consent Judgment:
Warning Signs

I received the letter, and our store will post the signs as required.

Store Name:

Address:

Printed Or Typed Name Of Signatory:

Title:

Signature:

Date:

EXHIBIT G

Exhibit G:

[LETTER FROM COOP DEFENDANTS AND MANUFACTURERS OF EXHIBIT B PRODUCTS TO INDEPENDENT RETAILERS NOTIFYING THEM OF THEIR OBLIGATION TO POST WARNING SIGNS.]

..

Dear Retailer:

The Attorney General of the State of California has filed suit against 95 defendants who manufacture or sell power tools, accessories, bricks, cement blocks, and other products, and has alleged that the sale of these products violates the California laws known as Proposition 65 ~~and the Unfair Competition Law~~ (*People of the State of California v. Ace Hardware*, San Francisco Superior Court No. 995893). Without admitting liability, the power-tool manufacturers and other defendants have negotiated a settlement in which independent retailers are protected from liability for selling these products, so long as they follow certain procedures specified by the Attorney General. This letter explains the nature of the suit, and identifies the procedures you need to follow. A copy of the settlement document will be provided at your request.

However, if you do not sell any of the products identified in Exhibit 1, you are not required to implement any of the procedures. Please check the box in the acknowledgment form attached as Exhibit 2, and sign and return the acknowledgment in the enclosed envelope.

Proposition 65 requires that a warning be given in many circumstances in which people are exposed to substances "known to the State of California" to cause cancer, birth defects, or other reproductive harm. The Attorney General's suit claims that these chemicals are generated when power tools are applied to substances such as (a) old lead-based paints, (b) bricks, cement blocks, and other products that contain crystalline silica, and (c) wood treated with arsenic and chromium.

The defendants who manufacture products identified in Exhibit 1 have agreed to place warnings in the manuals they supply with the products. However, it will take some time to get the thousands of different manuals revised and reprinted, and in the meantime the Attorney General has required an interim warning program consisting of warning signs posted in retail stores. The defendant retailers, which include many of the largest national retailers and cooperatives, have agreed to comply with this program.

If you implement the following procedures, you will be protected from liability under Proposition 65 and the Unfair Competition Law for selling these products. However, **if you sell the products listed on Exhibit 1 and do not implement the following procedures, YOU MAY BE SUED** by the Attorney General or a "private enforcer", and may be required to pay penalties and post warning signs.

You must post the enclosed sign in one of the following ways:

1. In the section of your store where power tools are sold, post one sign in the power-tool section or, if the section extends for more than one aisle, post one sign for each side of every aisle.

2. If you have a separate check-out for power tools, you may post the sign on the cash register or check-out counter for the power-tool section.
3. If you have no more than two cash registers for the store, you may post the sign at the check-out registers.
4. If over 50% of the shelf space (by estimate) in your store is devoted to sales of power tools, you may post at the check-out registers.

DO NOT post the sign on the front door of the store, or on walls that could be blocked or difficult for your customers to see.

A full-color sign is enclosed. If you need more, call [insert number] for more, or send an e-mail to [insert e-mail address]. DO NOT make black-and-white copies of the sign.

You may take the sign down [one year after the entry of the consent judgment] or when you ascertain that the Exhibit 1 products you are selling contain manuals that include the warning, whichever is sooner.

Please sign the enclosed acknowledgment attached as Exhibit 2 and return it in the enclosed envelope ASAP. If you do not return the acknowledgment, the Attorney General make take legal action against you.

[Closing, signature, name, title]

Exhibit 1 [same list as Exhibit B]

Saws such as band, block, brick, circular, chop, clearing, concrete, cut-off machines, floor, jig, masonry, miter, pavement, radial, reciprocating, refractory, scroll, stonecutting, table, tile, and wall-mounted saws.

Power shears and cutters such as rotary, tile and pipe cutters, and trimmers.

Power cutout tools.

Sanders, polishers, abrading machines and buffers.

Grinders such as pavement, right angle, die, straight and bench grinders and grooving equipment.

Drills and augers such as general purpose, diamond coring, driver, hammer, drill press, and dry wall drills.

Power sharpeners and files, including drill bit sharpeners.

Power screw drivers.

Power hammers such as breaker, chipper and rotary hammers.

Rotary tools and impact wrenches.

Lathes, planers, shapers, edgers, nibblers.

Routers such as general purpose, masonry, and plunge routers.

Joiners such as general purpose and plate joiners.

Paint drying and removing tools, including heat guns.

Drywall cutters and trimmers.

Exhibit 2

ACKNOWLEDGMENT

People v. Ace Hardware Consent Judgment: Warning Signs

- ☐ I received the letter, and our store will post the signs as required.

- ☐ Our store does not sell any of the products identified in the letter and Exhibit 1.

Company Or Store Name:

Address:

Printed Or Typed Name Of Signatory:

Title:

Signature:

Date:

EXHIBIT H

EXHIBIT H
Address for Receiving Notice

Minnesota Mining & Manufacturing Co.

Star Lightner, Esq.
Paul, Hastings, Janofsky & Walker LLP
345 California Street
29th Floor
San Francisco, CA 94104

Bosch:

Gregory Thiess, Esq.
Legal Department
Robert Bosch Corporation
2800 S. 25th Avenue
Broadview, Illinois 60153
Tel. 708-865-5200
Fax 708 78603673

with a copy to
Robert I. Falk
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105
Tel. 415-268-6294
Fax 415-268-7522

Ali Industries:

Terry L. Ali
President
Ali Industries, Inc.
611 Yellow Springs-Fairfield Road
P.O. Box 1677
Fairborn, Ohio 45324
Tel. (937) 878-3946

Coronado Stone Products:

Bob Ratkovic
Coronado Stone Products
11191 Calabah Avenue
Fontana CA, 92337

Hokanson Building Block:

Frans Roodenberg
Hokanson Building Block
4751 Power Inn Road
Sacramento, CA 95826

Pacific Coast Building Products:

Mark Ingram
Pacific Coast Building Products
3001 I Street
Sacramento, CA 95816

CPC Terminals:

Art Conti
CPC Terminals
401 Canal Avenue
Wilmington, CA 90744-6503

Forney Industries:

Ted Anderson, President
Forney Industries, Inc.
P.O. Box 563
Fort Collins, Colorado 80522-0563

Sears:

Vice President/Merchandise Manager Hardware
Sears Roebuck & co.
3333 Beverly Road
Hoffman Estates, Illinois 60179

Orchard Supply Hardware:

Vice President/General Manager
Merchandising
Orchard Supply Hardware Corporation
6450 Via Del Oro
San Jose, CA 95119

Partner Industrial Products:

Lennart Gustafsson
Partner Industrial
1151 Bryn Mawr Avenue
Itasca, IL 60143

Husqvarna Forest & Garden Co., Division of WCI
Outdoor Products, Inc.:

David R. Zerfoss
President
Husqvarna Forest & Garden Co.
Division of WCI Outdoor Products, Inc.
7349 Statesville Road
Charlotte, NC 28269-3702

Bullard Abrasive, Inc.:

Richard A. Whyte
President
Bullard Abrasive, Inc.
50 Hopkinton Road
P.O. Box 1270
Weatborough, MA 01581-1270

Echo Incorporated:

Joseph V. Rund
Vice President Sales & Marketing
Echo Incorporated
400 Oakwood Road
Lake Zurich, IL 60047

Stow Manufacturing Co.:

- (1) John M. Burtis, Esq.
Director, Claims and Litigation
United Dominion Industries, Inc.
2300 One First Union Center
301 South College Street
Charlotte, North Carolina 2820-6039

And

- (2) Mr. George Barley
Manager-Product Engineering
BOMAG Light Equipment Division
380 Broom Corporate Parkway
Conklin, New York 13748-1512

Hitachi Koki U.S.A., Ltd.:

Benjie Hopkins
General Manager
Hitachi Koki U.S.A., Ltd.
Corporate Headquarters
3950 Steve Reynolds Boulevard
Narcross, GA 30093
Telephone: (770) 925-1774 ext. 237
Fax: (770) 279-4293

Norton Company:

William J. McGettigan
Senior Counsel
Saint-Gobain Corporation
750 E. Swedesford Road
P.. Box 860
Valley Forge, PA 19482

Makita U.S.A., Inc.:

Daniel Rhodes
General Counsel
Makita, Inc.
14930 Northam Street
La Mirada, CA 90638-5753

John Deere Consumer Products, Inc.:

John Deere Consumer Products, Inc.
Attn: Legal Department
P.O. Box 7047
Charlotte, North Carolina 28241

Cushion Cut, Inc.:

Roger Allen
General Manager
Cushion Cut
A Division of Boart Longyear Company
2565 West 237th Street
Torrance, CA 90505
Telephone: (310) 325-5702
Fax: (310) 539-2098

Global Material Technologies, Inc. (incorrectly sued herein as Rhodes American):

Norm Soep
President
Global Material Technologies, Inc.
1540 East Dundee Road, Suite 210
Palatine, IL 60074
Telephone: (888) 468-9665

TruServ Corporation:

Robert D. Bridge, Esq.
TruServ Law Department
World Headquarters
8600 W. Bryn Mawr Avenue
Chicago, IL 60631-3505
Telephone: (773) 695-5000
Fax: (773) 695-5465

For Ace Hardware Corp.:

John J. Van Zeyl, Esq.
Ace Hardware Corporation
2200 Kensington Court
Oak Brook, Illinois 60521

Copy to:

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Washburn, Briscoe & McCarthy
A Professional Corporation
55 Francisco Street, Suite 600
San Francisco, CA 94133

For American Tool Companies, Inc.

William L. Hoese, Esq.
Sr. Vice President and General Counsel
American Tool Companies, Inc.
2800 W. Higgins Road, Suite 805
Hoffman Estates, Illinois 60195

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For Atkinson Brick Co.

Tobin Campbell
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Huntington Beach, California 92649

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Towson, Maryland 21286

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Logan Belton
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For Castaic Brick

Dave Gottschalt
Controller
Castaic Brick
P.O. Box 8
Castaic, California 91310

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DECLARATION OF SERVICE BY U.S. MAIL

Case Name: **PEOPLE v. ACE HARDWARE CORP., et al.**

Case No. : San Francisco Superior Court No. 995893

I declare:

I am employed in the County of Alameda, California. I am 18 years of age or older and not a party to the within entitled cause; my business address is 1515 Clay Street, Suite 2000, Oakland, CA 94612.

On October 2, 2000, I served the attached **NOTICE OF ENTRY OF JUDGMENT (w/attached copy of endorsed-filed Consent Judgment)** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Oakland, California, addressed as follows:

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McNear Brick Company
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North American
Refractories Co.
Pacific Clay Brick Co.
Pacific Coast Building
Products
Porter Cable Corporation
The Quikrete Company
Ryobi America Corporation
Ace Hardware Corp.
American Tool Co., Inc.
Black & Decker (U.S.), Inc.
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as Rhodes American)

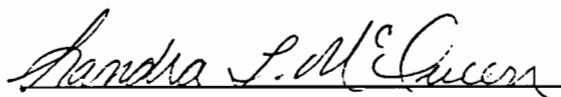
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Company

David R. Bush
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2241 Polk Street
San Francisco, CA 94109
Telephone: (415) 673-5466
Facsimile: (415) 673-5419
Attorney for: Michael DiPirro

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on October 2, 2000, at Oakland, California.

SANDRA L. McQUEEN

Typed Name

A handwritten signature in cursive script, reading "Sandra L. McQueen", written over a horizontal line.

Signature

Exhibit C

EXHIBIT C

WARNING: Some dust created by using power tools contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Exhibit D

1 EXHIBIT D

2
3 WARNING

4 Some dust created by power sanding, sawing, grinding, drilling and other
5 construction activities contains chemicals known to the State of California to
6 cause cancer and birth defects or other reproductive harm. Some examples
7 of these chemicals are:

8 Lead from lead based paints
9 Crystalline silica from bricks and cement and other masonry products,
10 and
11 Arsenic and chromium from chemically-treated rubber

12 Your risk from these exposures varies, depending on how often you do this
13 type of work. To reduce your exposure to these chemicals: work in a well
14 ventilated area, and work with approved safety equipment, such as dust
15 masks that are specially designed to filter out microscopic particles.
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