

1 ANN G. GRIMALDI (SBN 160893)
ERIC S. C. LINDSTROM (SBN 197063)
2 McKENNA & CUNEO, L.L.P.
One Market Plaza, Steuart Tower
3 San Francisco, CA 94105
Telephone: (415) 267-4000
4 Facsimile: (415) 267-4198

5 Attorneys for Defendant
6 KBC TOOLS & MACHINERY

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

10
11 MICHAEL DIPIRRO,

12 Plaintiffs,

13 v.

14 KBC TOOLS & MACHINERY; and
15 DOES 1 through 1000,

16 Defendants.

No. H220178-4

[PROPOSED] CONSENT JUDGMENT

17
18 **1. Introduction**

19 1.1 Michael DiPirro is an individual residing in San Francisco, California, who seeks
20 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
21 eliminating hazardous substances contained in consumer and industrial products.

22 1.2 KBC TOOLS & MACHINERY is a company that distributes and sells, but does
23 not manufacture, certain power tools, the use of which is alleged to expose persons to lead (or
24 lead compounds) crystalline silica, arsenic and chromium (hexavalent compounds). Lead (and
25 lead compounds), crystalline silica, arsenic and chromium (hexavalent compounds) (hereinafter
26 the "Listed Chemicals") are identified as substances listed in the regulations promulgated under
27 the California Safe Drinking Water and Toxic Enforcement Act, California Health & Safety
28 Code sections 25249.5 *et seq.* ("Proposition 65") as chemicals known to the State of California

1 to cause cancer and/or reproductive harm. A list of the products that allegedly expose persons
2 to the Listed Chemicals and which are covered by this Consent Judgment is provided in
3 Exhibit A (the “Products”).

4 1.3 On March 22, 2001, Michael DiPirro first served KBC TOOLS & MACHINERY
5 and other public enforcement agencies with a document entitled “60-Day Notice of Violation”
6 which provided KBC TOOLS & MACHINERY and such public enforcers with notice that KBC
7 TOOLS & MACHINERY was allegedly in violation of Proposition 65 for failing to warn
8 purchasers that certain products it sells in California expose users to Proposition 65-listed
9 chemicals (the “Notice”).

10 1.4 On June 4, 2001, Michael DiPirro brought an action in the public interest entitled
11 *Michael DiPirro v. KBC Tools & Machinery* in the Alameda County Superior Court, Case No.
12 H220178-4, naming KBC TOOLS & MACHINERY as a defendant and alleging violations of
13 Business & Professions Code § 17200 and Health & Safety Code § 25249.6 on behalf of
14 individuals in California who allegedly have been exposed to chemicals listed pursuant to
15 Proposition 65 contained in certain Products (the “Action”).

16 1.5 Neither the Attorney General nor any of the other designated public prosecutors
17 has commenced any action in response to the Notice. For purposes of this Consent Judgment,
18 Plaintiff acts in the interest of the general public as to those matters alleged in the Notice and in
19 the Action.

20 1.6 For purposes of this Consent Judgment only, the parties stipulate that this Court
21 has jurisdiction over the allegations of violations contained in the Complaint filed in the Action,
22 that the Court has personal jurisdiction over settling Defendant KBC TOOLS & MACHINERY
23 as to the acts alleged in the Complaint filed in the Action, that venue is proper in the County of
24 Alameda and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
25 and resolution of the allegations contained in the Complaint filed in the Action, and of all claims
26 which were or could have been raised by any person or entity based on whole or in part, directly
27 or indirectly, on the facts alleged in the Notice, in the Complaint filed in the Action, or arising
28 therefrom or-related thereto.

1 1.7 This Consent Judgment resolves claims that are denied and disputed. KBC
2 enters into this Consent Judgment to settle disputed claims between the parties, to avoid
3 prolonged litigation and to provide a prompt remedy for the matters alleged in the Notice and in
4 the Complaint filed in the Action. The parties intend this settlement to be full and final
5 adjudication of all claims that were or could have been brought against KBC TOOLS &
6 MACHINERY, its customers, directors, officers, employees, parent companies, sister
7 companies, subsidiaries, and any person who may use, maintain or sell the Products, and the
8 successors and assigns of any of them, whether or not they were named in the Action, with
9 respect to the claims that were the subject of the Notice and the Action.

10 1.8 Nothing in this Consent Judgment shall be construed as an admission by KBC
11 TOOLS & MACHINERY of any fact, finding, issue of law, or violation of law, nor shall
12 compliance with this Consent Judgment constitute or be construed as an admission by KBC
13 TOOLS & MACHINERY of any fact, finding, conclusion, issue of law, or violation of law.
14 However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities,
15 and duties of KBC TOOLS & MACHINERY under this Consent Judgment.

16 **2. Entry of Consent Judgment.**

17 2.1 The parties hereby request that the Court promptly enter this Consent Judgment.
18 Upon entry of the Consent Judgment, the parties waive their respective rights to a hearing or
19 trial on the allegations of the Complaint.

20 **3. Court Approval.**

21 3.1 If this Consent Judgment is not approved by the Court, it shall be of no force or
22 effect, and cannot be used any proceeding for any purpose.

23 **4. Injunctive Relief -- Proposition 65 Warnings.**

24 4.1 KBC TOOLS & MACHINERY agrees to provide Proposition 65 warnings in the
25 manner prescribed below. Nothing in this Consent Judgment, however, shall require KBC
26 TOOLS & MACHINERY to provide warnings for any power tool products that KBC TOOLS
27 & MACHINERY purchases from any power tool manufacturer that has entered into the Consent
28 Judgment entered on September 29, 2000 in *People v. Ace Hardware*, San Francisco Superior

1 Court Case No. 995893, or, in the future, from any power tool manufacturer that has entered
2 into a court-approved settlement regarding Proposition 65 warnings for exposures to lead (or
3 lead compounds), crystalline silica, arsenic and/or chromium (hexavalent) resulting from the use
4 of power tools for which a warning is already being provided. In addition, nothing in this
5 Consent Judgment shall require KBC TOOLS & MACHINERY to provide warnings for any
6 power tool product that would fall in the category of power tool products not requiring a
7 warning pursuant to the *People v. Ace Hardware* Consent Judgment. The list of such “No
8 Warning Required” products is found by comparing Exhibits A and B of the *People v. Ace
9 Hardware* Consent Judgment. A true and correct copy of the face page of *People v. Ace
10 Hardware* Consent Judgment is attached hereto as Exhibit B.

11 4.2 Beginning on November 5, 2001, KBC TOOLS & MACHINERY shall provide
12 its California customers of the Products, with every shipment, a Proposition 65 warning by
13 affixing warning labels to the Products’ package or shipping invoice. Said warning labels shall
14 bear the warning text quoted in Exhibit D of the *People v. Ace Hardware* Consent Judgment.

15 4.3 Nothing in this Consent Judgment shall impose any Proposition 65 warning
16 obligation on KBC TOOLS & MACHINERY with respect to Products sold outside the State of
17 California which KBC TOOLS AND MACHINERY knows, or has reason to know, is intended
18 for use outside of California.

19 **5. Payment Pursuant To Health & Safety Code § 25249.7(b).**

20 5.1 Pursuant to Health & Safety Code § 25249.7(b), KBC TOOLS & MACHINERY
21 shall pay a civil penalty of \$1,000. The payment of \$1,000 shall be paid within five (5) calendar
22 days after November 5, 2001 (hereinafter the “Effective Date”). The penalty payment is to be
23 made payable to “Chanler Law Group In Trust For Michael DiPirro” and shall be held in trust
24 until the Alameda County Superior Court approves and enters the Consent Judgment. If the
25 Alameda County Superior Court refuses to enter the Consent Judgment, then KBC TOOLS &
26 MACHINERY shall be reimbursed within five (5) calendar days of such refusal. Penalty
27 monies shall be apportioned by DiPirro in accordance with Health & Safety Code § 25192, with
28

1 75% of these funds remitted to the State of California's Department of Toxic Substances
2 Control.

3 5.2 KBC TOOLS & MACHINERY understands that the payment schedule as stated
4 in this Consent Judgment is a material factor upon which DiPirro has relied in entering into this
5 Consent Judgment. KBC TOOLS & MACHINERY agrees that all payments will be made in a
6 timely manner in accordance with the payment due dates. KBC TOOLS & MACHINERY will
7 be given a five (5) calendar day grace period from the date payment is due. KBC TOOLS &
8 MACHINERY agrees to pay Michael DiPirro and his attorneys a \$250 per calendar day fee for
9 each day payment is received after the grace period ends. For purposes of this paragraph, each
10 new day (requiring a additional \$250 payment) will begin at 5 p.m. PST.

11 **6. Reimbursement Of Fees And Costs.**

12 6.1 The parties acknowledge that DiPirro offered to resolve the dispute without
13 reaching terms on the amount of fees and costs to be reimbursed, thereby leaving this open issue
14 to be resolved after the material terms of the Consent Judgment had been reached, and the
15 matter settled. KBC TOOLS & MACHINERY then expressed a desire to resolve the fee and
16 cost issue concurrently with other settlement terms, so the parties tried to and did reach an
17 accord on the compensation due to DiPirro and his counsel under the private attorney general
18 doctrine codified at C.C.P. § 1021.5.

19 6.2 KBC TOOLS & MACHINERY shall reimburse DiPirro and his attorneys for his
20 fees and costs, incurred as a result of investigating, bringing this matter to KBC TOOLS &
21 MACHINERY's attention, litigating and negotiating a settlement in the public interest. KBC
22 TOOLS & MACHINERY shall pay the total sum of \$3,500 for investigation fees, attorneys'
23 fees and litigation costs. KBC TOOLS & MACHINERY agrees to pay \$3,500 within five (5)
24 calendar days after the Effective Date. Payment should be made payable to the "Chanler Law
25 Group" and shall be held in trust until the Alameda County Superior Court approves and enters
26 the Consent Judgment. If the Alameda County Superior Court refuses to enter the Consent
27 Judgment, then KBC TOOLS & MACHINERY shall be reimbursed within five (5) calendar
28 days of such refusal.

1 6.3 KBC TOOLS & MACHINERY understands that the payment schedule as stated
2 in this Consent Judgment is a material factor upon which DiPirro has relied in entering into this
3 Consent Judgment. KBC TOOLS & MACHINERY agrees that all payments will be made in a
4 timely manner in accordance with the payment due dates. KBC TOOLS & MACHINERY will
5 be given a five (5) calendar day grace period from the date payment is due. KBC TOOLS &
6 MACHINERY agrees to pay Michael DiPirro and his attorneys a \$250 per calendar day fee for
7 each day payment is received after the grace period ends. For purposes of this paragraph, each
8 new day (requiring a additional \$250 payment) will begin at 5 p.m. PST.

9 6.4 **Additional Contingent Fees and Costs.** In the event that the California
10 Attorney General's Office, pursuant to 11 CRC 3000, *et seq.*, serves objections to this Consent
11 Judgment on either of the parties, such that it requires plaintiff to incur additional legal fees or
12 costs relating to this Consent Judgment, KBC TOOLS & MACHINERY shall reimburse DiPirro
13 for reasonable fees and costs, related to resolving the Attorney General's objections, incurred by
14 DiPirro and his counsel in excess of \$1,500, but not to exceed a total of \$3,000 above the initial
15 \$1,500, from the date of receipt of the Attorney General's objections. Such additional legal fees
16 or costs relating to this Consent Judgment include, but are not limited to: further editing and
17 finalizing of the Consent Judgment; corresponding with opposing counsel; retention of experts;
18 presenting of the Consent Judgment (or any modifications thereof) to the Attorney General for
19 further comment; and any briefing and/or appearance before the Court; and all related to the
20 approval of this Consent Judgment.

21 If the California Attorney General does serve objections to this Consent Judgment on
22 Plaintiff, Plaintiff shall so advise KBC TOOLS & MACHINERY immediately, and shall
23 provide KBC TOOLS & MACHINERY with copies of any related correspondence or other
24 writings received from the Attorney General. Plaintiff shall not in any way prevent KBC
25 TOOLS & MACHINERY from communicating or providing information to the Attorney
26 General, if KBC TOOLS & MACHINERY so desires.

27 Plaintiff agrees to document all fees and costs incurred from the date of receipt of the
28 Attorney General's objections through the date of court approval of the Consent Judgment.

1 Prior to receiving such documentation, KBC TOOLS & MACHINERY agrees to enter into a
2 letter agreement in which the parties agree that, by transmitting such information, no privilege
3 will be waived by DiPirro or his counsel.

4 Such additional reimbursement of legal fees and costs shall be due within ten (10)
5 calendar days after receipt by KBC TOOLS & MACHINERY of both notice of Court approval
6 of the Consent Judgment and final billing statement from plaintiff. KBC TOOLS &
7 MACHINERY has the right to object to such reimbursement. If KBC TOOLS &
8 MACHINERY does object, it shall so notify Plaintiff's counsel in writing within five (5)
9 calendar days of its receipt of both notice of Court approval and Plaintiff's billing statement.
10 The parties shall meet and confer in good faith to resolve the dispute. If the dispute is not
11 resolved within ten (10) calendar days, either party may submit the dispute to the Court,
12 pursuant to the Court's continuing jurisdiction to implement the terms of this Consent Judgment
13 and pursuant to California Code of Civil Procedure § 1021.5. The parties also may agree to
14 resolve the dispute through mediation, arbitration, or other neutral third party dispute resolution
15 proceeding.

16 **7. Claims Covered.**

17 7.1 This Consent Judgment is a final and binding resolution between and among the
18 Plaintiff and its agents and attorneys, acting in the interests of the general public, on the one
19 hand, and KBC TOOLS & MACHINERY, its customers, directors, officers, employees, parent
20 companies, sister companies, subsidiaries, or any other person who may use, maintain or sell the
21 Products, and the successors and assigns of any of them, on the other hand, of any and all
22 Claims, as that term is defined in herein. "Claims" shall mean all manner of action or actions,
23 cause or causes of action, in law or in equity, administrative actions, petitions, suits, debts, liens
24 contracts, agreements, promises, liabilities, claims, demands, known or unknown, fixed or
25 contingent, that have existed or now exist, all to the extent based upon or arising out of
26 compliance by KBC TOOLS & MACHINERY with Proposition 65, its implementing
27 regulations, and Business & Professions Code section 17200 *et seq.*, with respect to the sale,
28

1 distribution, marketing or use of the Products regarding failure to warn for the Listed
2 Chemicals.

3 7.2 Compliance with the terms of this Consent Judgment resolves any issue, now and
4 in the past, concerning compliance by KBC TOOLS & MACHINERY, its customers, directors,
5 officers, employees, parent companies, sister companies, subsidiaries, or any other person who
6 may use, maintain or sell the Products, and the successors and assigns of any of them, with the
7 requirements of Proposition 65, its implementing regulations, and Business & Professions Code
8 section 17200, with respect to Products that were sold, distributed or marketed by KBC TOOLS
9 & MACHINERY.

10 **8. Mutual Releases of Claims**

11 8.1 **Michael DiPirro's Release of KBC TOOLS & MACHINERY.** Michael
12 DiPirro, by this Consent Judgment, on behalf of himself, his agents, representatives, attorneys,
13 assigns, and in the interests of the general public, waives all rights to institute or participate in,
14 directly or indirectly, any form of legal action, and releases all claims, liabilities, obligations,
15 losses, costs, expenses, penalties, fines and damages, against KBC TOOLS & MACHINERY
16 and its customers, directors, officers, employees, parent companies, sister companies,
17 subsidiaries, or any other person who may use, maintain or sell the Products, and the successors
18 and assigns of any of them, whether under Proposition 65 or the Business & Profession Code
19 § 17200 *et seq.* based on KBC TOOLS & MACHINERY's failure to warn about exposure to
20 Listed Chemicals resulting from the use of any of the Products..

21 8.2 **KBC TOOLS & MACHINERY's Release of Michael DiPirro.** KBC TOOLS
22 & MACHINERY, by this Consent Judgment, releases and waives all rights to institute any form
23 of legal action against Michael DiPirro and his attorneys or representatives, for all actions or
24 statements made by Michael DiPirro, and his attorneys or representatives, in the course of
25 seeking enforcement of Proposition 65 or Business & Profession Code § 17200 against KBC
26 TOOLS & MACHINERY as to the Products that are the subject of the Notice and of the Action.

27 **9. Retention of Jurisdiction.**

28 This Court shall retain jurisdiction of this matter to implement the Consent Judgment.

1 **10. KBC TOOLS & MACHINERY's Sales Data.**

2 10.1 KBC TOOLS & MACHINERY understands that the sales data provided to
3 counsel for DiPirro by KBC TOOLS & MACHINERY was a material factor upon which
4 DiPirro has relied to determine the amount of payments made pursuant to Health & Safety Code
5 § 25249.7(b) in this Consent Judgment. To the best of KBC TOOLS & MACHINERY's
6 knowledge, the sales data provided is true and accurate. In the event that DiPirro discovers facts
7 which demonstrate to a reasonable degree of certainty that the sales data are materially
8 inaccurate, the parties shall meet in a good faith attempt to resolve the matter within ten (10)
9 days of KBC TOOLS & MACHINERY's receipt of notice from DiPirro of his intent to
10 challenge the accuracy of the sales data. If this good faith attempt fails to resolve DiPirro's
11 concerns, DiPirro shall have the right to re-institute this enforcement action against KBC
12 TOOLS & MACHINERY within ten (10) days from the date on which DiPirro notifies KBC
13 TOOLS & MACHINERY of his intent to do so. In such case, all applicable statutes of
14 limitations shall be deemed tolled for the period between the date DiPirro filed the Action and
15 the date DiPirro notifies KBC TOOLS & MACHINERY that he is re-instituting this
16 enforcement action pursuant to this Paragraph, but this tolling period shall not exceed one year.

17 **11. No Waiver of Right to Seek Modification from the Court.**

18 11.1 Nothing in this Consent Judgment is intended to limit or waive any of the parties'
19 rights to seek modifications hereto from the Court, and any modification to this Consent
20 Judgment are effective only upon entry of a modified Consent Judgment by the Court.

21 **12. Severability.**

22 12.1 In the event that any of the provisions of this Consent Judgment are held by a
23 court to be unenforceable, the validity of the enforceable provisions shall not be adversely
24 affected.

25 **13. Attorneys' Fees.**

26 13.1 In the event that a dispute arises with respect to any provision(s) of the Consent
27 Judgment, and such disputes are resolved by the Court or through mediation, arbitration or other
28

1 alternative dispute resolution proceeding, the prevailing party in such action or proceeding shall
2 be entitled to recover costs and reasonable attorneys' fees.

3 **14. Entire Agreement.**

4 This Consent Judgment contains the sole and entire agreement and understanding of the
5 parties with respect to the entire subject matter hereof, and any and all prior discussions,
6 negotiations, commitments and understandings related hereto. No representations, oral or
7 otherwise, express or implied, other than those contained herein have been made by any party
8 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
9 deemed to exist or bind any of the parties.

10 **15. Governing Law.**

11 15.1 The terms of this Consent Judgment shall be governed by the laws of the State of
12 California.

13 **16. Notices.**

14 16.1 All correspondence to Michael DiPirro shall be mailed to:

15
16 David R. Bush or Jennifer Henry
17 Bush & Henry
18 4400 Keller Ave., Suite 200
19 Oakland, CA 94605-4229
20 (510) 577-0747

21 16.2 All correspondence to KBC TOOLS & MACHINERY shall be mailed to:

22 Paula Bass
23 KBC Tools & Machinery
24 6300 18 Mile Road
25 Sterling Heights, MI 48314

26 with copy to

27 Ann G. Grimaldi
28 McKenna & Cuneo, L.L.P.
One Market Plaza, Steuart Tower
San Francisco, CA 94105
Tel.: 415-267-4000
Fax: 415-267-4198

1 **17. Compliance With Reporting Requirements.**

2 17.1 The parties acknowledge that the reporting provisions of Health & Safety Code
3 § 25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall comply with that
4 section by submitting the required reporting form to, and serving a copy of this Consent
5 Judgment on, the California Attorney General's Office within two business days after the parties
6 execute this Consent Judgment. Following the expiration of the Attorney General's thirty-day
7 review period, counsel for DiPirro shall submit the Consent Judgment to the Court in
8 accordance with the requirements of Health & Safety Code § 25249.7(f) and its implementing
9 regulations.

10 **18. Counterparts and Facsimile.**

11 18.1 This Consent Judgment may be executed in counterparts and facsimile, each of
12 which shall be deemed an original, and all of which, when taken together, shall constitute one
13 and the same document.

14 **19. Authorization.**

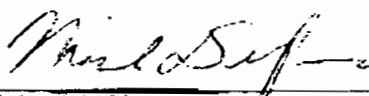
15 19.1 The undersigned are authorized to execute this Consent Judgment on behalf of
16 their respective parties and have read, understood and agree to all of the terms and conditions of
17 this Consent Judgment.

18 **AGREED TO:**

AGREED TO:

19
20 DATE: 11/5/01

DATE: _____

21
22 
23 _____
Michael DiPirro
PLAINTIFF

24
25
26
27
28 _____
KBC TOOLS & MACHINERY
DEFENDANT

1 **17. Compliance With Reporting Requirements.**

2 17.1 The parties acknowledge that the reporting provisions of Health & Safety Code
3 § 25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall comply with that
4 section by submitting the required reporting form to, and serving a copy of this Consent
5 Judgment on, the California Attorney General's Office within two business days after the parties
6 execute this Consent Judgment. Following the expiration of the Attorney General's thirty-day
7 review period, counsel for DiPirro shall submit the Consent Judgment to the Court in
8 accordance with the requirements of Health & Safety Code § 25249.7(f) and its implementing
9 regulations.

10 **18. Counterparts and Facsimile.**

11 18.1 This Consent Judgment may be executed in counterparts and facsimile, each of
12 which shall be deemed an original, and all of which, when taken together, shall constitute one
13 and the same document.

14 **19. Authorization.**

15 19.1 The undersigned are authorized to execute this Consent Judgment on behalf of
16 their respective parties and have read, understood and agree to all of the terms and conditions of
17 this Consent Judgment.

18 **AGREED TO:**

AGREED TO:

19
20 DATE: _____

DATE: 11/3/01

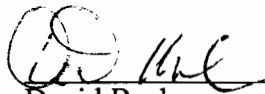

21
22
23 Michael DiPirro
PLAINTIFF

24
25
26
27
28 KBC TOOLS & MACHINERY
DEFENDANT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED AS TO FORM:

BUSH & HENRY



David Bush
Attorneys for Plaintiff Michael DiPirro

DATE: 11/8, 01

AGREED AS TO FORM:

MCKENNA & CUNEO

Ann G. Grimaldi
Attorneys for Defendant KBC TOOLS &
MACHINERY

DATE: _____

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date:

Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED AS TO FORM:

AGREED AS TO FORM:

BUSH & HENRY

MCKENNA & CUNEO

David Bush
Attorneys for Plaintiff Michael DiPirro

Ann G. Grimaldi

Ann G. Grimaldi
Attorneys for Defendant KBC TOOLS &
MACHINERY

DATE: _____

DATE: 11/5/01

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date: 12/26/01

18 CECILIA CASTELLANOS
Judge of the Superior Court

Exhibit A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Power tools, consistent with the *People v. Ace Hardware* Consent Judgment

Exhibit B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

Face page of the *People v. Ace Hardware* Consent Judgment

ATTORNEY GENERAL--OFFICE 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
7 Attorneys for Plaintiffs People of the State of California

ENDORSED
FILED
San Francisco County Superior Court

SEP 29 2000

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

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 PEOPLE OF THE STATE OF CALIFORNIA ex. rel.)
BILL LOCKYER, Attorney General of the State of)
11 California,)
12 Plaintiffs,)
13 v.)
14 Ace Hardware Corporation, et al.)
15 Defendants.)

No. 995893
CONSENT JUDGMENT

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

CONSENT JUDGMENT

FORNEY BALANER
RECEIVED
JUL 8 3 2001

And'd.....