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Attorneys for Defendant
KOLE IMPORTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA, HAYWARD BRANCH
UNLIMITED CIVIL JURISDICTION

MICHAEL DIPIRRO,) Case No. 02-039376
)
Plaintiff,) CONSENT JUDGMENT
)
v.)
)
KOLE IMPORTS; and DOES 1 through 1000,)
)
Defendants.)
_____)

1 This Consent Judgment ("Agreement" or "Consent Judgment") is entered into by
2 and between Michael DiPirro ("DIPIRRO"), and Kole Imports ("KOLE IMPORTS"), a
3 California Corporation, as of December 23, 2002 (the "Effective Date"). The parties agree to
4 the following terms and conditions:

5 **WHEREAS:**

6 A. Michael DiPirro is an individual residing in San Francisco, California, who
7 seeks to promote awareness of exposures to toxic chemicals and improve human health by
8 reducing or eliminating hazardous substances contained in consumer and industrial
9 products;
10

11 B. DIPIRRO alleges that KOLE IMPORTS is a company that manufactures and
12 sells adhesives and contact cements that contain toluene, a substance known to the State of
13 California to cause birth defects (or other reproductive harm);

14 C. A list of such KOLE IMPORTS products that contain toluene (the "Listed
15 Chemical"), and which are covered by this Agreement, is provided in Exhibit A (all such
16 KOLE IMPORTS products to be collectively referred to hereinafter as the "Products");

17 D. On September 21, 2001, Michael DiPirro first served KOLE IMPORTS and
18 other public enforcement agencies with documents entitled "60-Day Notice of Violation"
19 that provided KOLE IMPORTS, and such public enforcers, with notice that KOLE
20 IMPORTS was allegedly in violation of Health & Safety Code §25249.6 for failing to warn
21 purchasers that certain products sold in California expose users to the Listed Chemical;
22 and
23

24 E. On January 30, 2002, Michael DiPirro filed a complaint entitled Michael
25 DiPirro v. KOLE IMPORTS, et al. in the Alameda County Superior Court, naming KOLE
26 IMPORTS as a defendant and alleging violations of Business & Professions Code §17200
27 and Health & Safety Code §25249 on behalf of individuals in California who allegedly have
28

1 been exposed to one or more chemicals, listed pursuant to Proposition 65, contained in
2 certain products that KOLE IMPORTS sells.

3 F. Nothing in this Agreement shall be construed as an admission by KOLE
4 IMPORTS of any fact, finding, issue of law or violation of law, nor shall compliance with
5 this Agreement constitute or be construed as an admission by KOLE IMPORTS of any fact,
6 finding, conclusion, issue of law or violation of law. However, this paragraph shall not
7 diminish or otherwise affect the obligations, responsibilities, and duties of KOLE IMPORTS
8 under this Agreement.
9

10 **NOW THEREFORE, MICHAEL DIPIRRO AND KOLE IMPORTS AGREE AS**
11 **FOLLOWS:**

12 **1.0 Product Warnings.** Beginning immediately after the Effective Date of this
13 Agreement, for all Products ordered, purchased or otherwise procured by KOLE IMPORTS
14 after the Effective Date, KOLE IMPORTS shall revise the Product packaging to ensure that
15 all of the Products, bear the following warning (hereafter "Warning Statement"):

16 **"WARNING: This product contains a chemical known to the State of**
17 **California to cause birth defects (or other reproductive**
18 **harm)."**

19 In no event shall KOLE IMPORTS offer any of the Products for sale in California
20 after the Effective Date unless they are reformulated to eliminate the presence of toluene in
21 the Products or bear the Warning Statement listed above; provided, however, that if any
22 Product contains Proposition 65 listed chemicals in addition to toluene, which are known
23 to the state of California to cause cancer, then the Warning Statement shall read as follows:

24 **"WARNING: This product contains chemicals known to the State of**
25 **California to cause cancer and birth defects or other**
26 **reproductive harm."**

27 The warnings stated above must be placed on the actual product. The Product
28 packaging, in which the Products are intended to be purchased by the consumer, shall

1 contain the following warning direction:

2 **“WARNING: This product contains TOLUENE, please see warning on**
3 **product container”**

4 on either (1) the front of the packaging as it is expected to be displayed to the consumer or
5 (2) inside the blister pack for the container such that it is facing the consumer as the
6 product is expected to be displayed to the consumer for purchase. For purposes of this
7 Consent Judgment, a warning sticker placed on product packaging that is not available to
8 the consumer before purchase, or on product packaging that does not accompany the
9 Products when purchased, is not reasonably calculated to transmit the requisite warning
10 and, thus, may not be used to comply with this paragraph.

11 Notwithstanding any other provision of this Agreement, no warning for exposure
12 to toluene shall or need be provided by KOLE IMPORTS pursuant to this Agreement for
13 any Product containing two percent (2%) toluene or less by weight.

14 **1.1 Interim Health Hazard Warnings**

15 In an attempt to ensure that all Products already in the stream of commerce contain
16 reproductive toxicity warnings at the point of sale, KOLE IMPORTS, at its discretion, may
17 send a letter within 30 days of the Effective Date, via certified mail, with a copy to counsel
18 for DIPIRRO, to each of KOLE IMPORTS’ customers, including KOLE IMPORTS owned or
19 operated retail outlets (hereafter collectively referred to as “Customers”) that received or
20 purchased Products from KOLE IMPORTS without any Warning Statement within two
21 years of the Effective Date, that explains such Customer’s duty to provide toxic warnings
22 for the Products and either: (a) includes a sufficient number of warning stickers (with
23 Warning Statement from Section 1.0) and requires that they be placed either on any and all
24 Products themselves or the front of the Product packaging (as it is intended to be displayed
25 to the consumer) for all Products still in the Customer’s possession; or (b) requires each
26 such Customer to return any and all of such Product remaining in the Customer’s
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1 possession, or otherwise in KOLE IMPORTS inventories, to KOLE IMPORTS for
2 destruction (or to confirm to KOLE IMPORTS , in writing, that such Customer does not
3 have any inventory of Product remaining). However, KOLE IMPORTS need not comply
4 with the terms of this section with respect to any Customer that received only Products
5 with a Warning Statement consistent with Section 1.0 above or with a warning statement
6 on the Product itself that states "WARNING: This product contains a chemical known to
7 the State of California to cause cancer and reproductive harm."

8
9 **1.2 Substitute Product Offer**

10 Notwithstanding KOLE IMPORTS' obligations pursuant to Section 1.1, and in an
11 effort to ensure that KOLE IMPORTS' Customers, and the ultimate potential consumers of
12 Product, are offered a toluene-free alternative contact adhesive product, KOLE IMPORTS
13 may, in its own discretion, covenant and agree, effective January 31, 2003, and for a period
14 of at least two years therefrom, to offer for sale, to each of its Customers, a toluene-free
15 contact adhesive product (less than or equal to two percent (2%) toluene by weight) that is
16 designated or accepted as being suitable for the same or substantially similar applications
17 as the Products.

18 **1.3 Warning Obligation For Similar Toluene-Containing Contact Adhesives**

19 As part of its commitment to promote the public health, KOLE IMPORTS agrees
20 that, after January 31, 2003, and for a period of at least two years therefrom, it shall not
21 offer for sale, to any of its Customers located in California, or who KOLE believes
22 distribute products into California, any similar contact adhesive products that contain
23 greater than two percent (2%) toluene by weight unless they are labeled with a Warning
24 Statement in accordance with Section 1.0.

25
26 **1.4 Product Sale Cessation**

27 In addition to all other conditions and covenants in this Agreement, KOLE
28

1 IMPORTS, at its own discretion, may covenant and agree to, effective on or before July 31,
2 2003, and for a period of at least three years therefrom, completely cease the sale and/or
3 distribution of Product to any State of the United States.

4 **2. Payment Pursuant To Health & Safety Code §25249.7(b).**

5 Pursuant to Health & Safety Code §25249.7(b), KOLE IMPORTS shall pay a civil
6 penalty of \$7,500, to be made in three payments: (1) \$3,000 within five days of the Effective
7 Date; (2) \$2,500 on January 31, 2003; and (3) \$2,000 on July 1, 2003.

8
9 DIPIRRO agrees to waive the second payment, and KOLE IMPORTS shall not be
10 required to make the second payment, if defendant certifies, by written declaration of an
11 officer or director, no later than January 24, 2003, that it covenants and agrees to offer a
12 toluene-free product and to provide Warning Statements for similar toluene-containing
13 adhesive products on the terms and the conditions set forth in Sections 1.2 and 1.3.

14 DIPIRRO agrees to waive the third payment, and KOLE IMPORTS shall not be
15 required to make the third payment, if defendant certifies, by written declaration of an
16 officer or director, no later than July 25, 2003, that it covenants and agrees to cease the sale
17 and/or distribution of the Product in accordance with the terms and conditions set forth in
18 Section 1.4.

19 Any penalty payment is to be made payable to "Sheffer & Chanler LLP In Trust For
20 Michael DiPirro". If the Consent Judgment is not approved by the Court, DiPirro will
21 return any penalty funds received, with interest thereon at the rate of 1.75% per annum,
22 simple interest, within ten (10) calendar days of effective written notice of the Court's
23 decision. All penalty monies shall be apportioned by DiPirro in accordance with Health &
24 Safety Code §25192, with 75% of these funds remitted to the State of California's
25 Department of Toxic Substances Control.
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1 **3.0 Reimbursement Of Fees And Costs.**

2 The parties acknowledge that DIPIRRO and his counsel offered to resolve this
3 dispute without reaching terms on the amount of fees and costs to be reimbursed to them,
4 thereby leaving this fee issue to be resolved after the material terms of the Agreement had
5 been settled. KOLE IMPORTS then expressed a desire to resolve the fee and cost issue
6 shortly after the other settlement terms had been finalized. The parties then attempted to
7 (and did) reach an accord on the compensation due to DIPIRRO and his counsel under the
8 private attorney general doctrine codified at C.C.P. §1021.5 for all work performed through
9 the Effective Date of the Agreement.
10

11 Under the private attorney general doctrine codified at C.C.P. §1021.5, KOLE
12 IMPORTS shall reimburse DIPIRRO and his counsel for his fees and costs, incurred as a
13 result of investigating, bringing this matter to KOLE IMPORTS' attention, litigating and
14 negotiating a settlement in the public interest. KOLE IMPORTS shall pay DIPIRRO and his
15 counsel \$13,000 except as provided for in paragraph 3.1 to 3.6 below, for all attorneys' fees,
16 expert and investigation fees, and litigation costs, within five days of the Effective Date.
17 Payment should be made payable to "Sheffer & Chanler LLP". If the Consent Judgment is
18 not approved by the Court, DIPIRRO and Sheffer & Chanler LLP will return all funds, with
19 interest thereon at the rate of 1.75% per annum, simple interest, within ten (10) calendar
20 days of effective written notice of the Court's decision.
21

22 **3.1 Additional Fees and Costs in Seeking Judicial Approval.**

23 The parties acknowledge that, pursuant to recent interpretations of Health & Safety
24 Code §25249.7, a noticed motion is required to obtain judicial approval of this Agreement.
25 Accordingly, the parties agree to file a *Joint Motion to Approve the Agreement* within a
26 reasonable period of time after execution of this Agreement. Best efforts shall mean that
27 KOLE IMPORTS shall return an initial draft of the Motion To Approve within ten (10) days
28

1 of receiving a motion template from plaintiff. Best efforts shall also mean that KOLE
2 IMPORTS agree to return any modifications or comments on subsequent drafts received
3 from plaintiff within five (5) calendar days of their receipt.

4 Pursuant to C.C.P. §1021.5, KOLE IMPORTS agree to reimburse DIPIRRO and his
5 counsel for their reasonable fees and costs incurred in seeking judicial approval of this
6 Agreement, to the extent described in paragraphs 3.2 through 3.6.

7
8 **3.2** If no opposition to the Motion to Approve (nor objection to the terms
9 of the agreement) is filed or otherwise transmitted by any third party, and KOLE IMPORTS
10 takes the majority of the burden for preparing and filing the Motion to Approve this
11 Agreement, KOLE IMPORTS agrees to reimburse DIPIRRO under Section 3.1, for
12 additional actual reasonable fees and costs in an amount not to exceed \$2,000.00.

13 **3.3** In the event that any third party, including any public enforcer, objects or
14 otherwise comments to one or more provisions of this Agreement, KOLE IMPORTS agrees
15 to use their best efforts to support each of the terms of the Agreement, to meet and respond
16 to any such objection or opposition and to take all reasonable steps to ensure judicial
17 approval of this Agreement.

18 **3.4** In the event that such an objection or opposition is transmitted or filed by
19 any third party, KOLE IMPORTS agrees to reimburse DIPIRRO under Section 3.1, in
20 addition to any reasonable fees and costs due under Section 3.2, for his additional actual
21 reasonable attorneys' fees and costs incurred in securing approval of this Consent
22 Judgment in an amount not to exceed \$ 1,200.00.

23
24 **3.5** In the event that defending this Agreement from such objection or
25 opposition from any third party requires a declaration from an expert, then KOLE
26 IMPORTS agrees to reimburse DIPIRRO, in addition to any attorney's fees and costs under
27 section 3.2 or 3.4, for such expert's reasonable fees and costs in an amount not to exceed
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1 \$2,000.00.

2 **3.6** KOLE IMPORTS' payment of DIPIRRO's legal fees and costs pursuant to
3 sections 3.1-3.5 shall be due within ten (10) calendar days after receipt of a billing statement
4 from DIPIRRO ("Additional Fee Claim"), unless KOLE IMPORTS objects as set forth
5 herein. Payment of the Additional Fee Claim shall be made payable to the "Sheffer &
6 Chanler LLP." KOLE IMPORTS has the right to object to DIPIRRO's reimbursement
7 request and may submit the resolution of this issue to the American Arbitration
8 Association (AAA) in Northern California to determine the reasonableness of the
9 additional fees and costs sought. Any arbitration claim on this issue of reimbursement for
10 the Additional Fee Claim must be filed with AAA and served on DIPIRRO within ten (10)
11 calendar days following DIPIRRO's service of the Additional Fee Claim on KOLE
12 IMPORTS. If an arbitration notice is not filed with AAA in a timely manner, KOLE
13 IMPORTS' right to arbitrate this matter is waived. DIPIRRO may then file a motion,
14 pursuant to C.C.P. §1021.5, with the Court for recovery of his (and his attorneys') fees and
15 costs incurred as set forth in this paragraph.
16

17 **4. Michael DiPirro's Release Of KOLE IMPORTS.**

18 DIPIRRO, by this Agreement, on behalf of himself, his agents, representatives,
19 attorneys, successors and assigns and in the interest and on behalf of the general public,
20 waives all rights to institute or participate in, directly or indirectly, any form of legal action,
21 and releases all claims, liabilities, obligations, losses, costs, expenses, fines and damages,
22 against KOLE IMPORTS, and each of its directors, officers, employees, successors,
23 affiliates(as that term is defined by the U.S. Securities Exchange Act), subsidiaries, and
24 assigns, and any entity or person within the chain of distribution, including, without
25 limitation, wholesalers, distributors, and retailers distributing or selling any Products,
26 whether under Proposition 65 or the Business & Profession Code §17200 et seq., based on
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1 KOLE IMPORTS' alleged failure to warn about exposure to the Listed Chemicals contained
2 in any of the Products sold or otherwise distributed by KOLE IMPORTS. The parties
3 further agree and acknowledge, that this Consent Judgment is a full, final, and binding
4 resolution of any violation of Proposition 65, Business & Professions Code §17200 et seq.
5 that have been or could have been asserted in the Complaint against KOLE IMPORTS for
6 its alleged failure to provide clear and reasonable warnings of exposure to the Listed
7 Chemicals to consumers from the use of the Products, or any other claim based on the facts
8 or conduct alleged in the Complaint whether based on actions committed by KOLE
9 IMPORTS, or by any other entity or person within the chain of distribution of the Products
10 to or from KOLE IMPORTS, including, but not limited to, wholesale or retail distributors or
11 sellers or any other person in the course of doing business.
12

13 In addition, DIPIRRO, on behalf of himself, his attorneys, and his agents, waives all
14 rights to institute any form of legal action against KOLE IMPORTS and its attorneys or
15 representatives, for all actions or statements made by KOLE IMPORTS or its attorneys or
16 representatives, in the course of responding to alleged violations of Proposition 65 or
17 Business & Profession Code §17200 by KOLE IMPORTS. Provided, however, that
18 DIPIRRO shall remain free to institute any form of legal action to enforce the provisions of
19 this Consent Judgment.
20

21 **5. KOLE IMPORTS' Release Of DIPIRRO .**

22 KOLE IMPORTS, by this Agreement, waive all rights to institute any form of legal
23 action against Michael DiPirro or 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 KOLE
26 IMPORTS.
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1 **6. Court Approval.**

2 If, for any reason, the resulting Motion to Approve this Consent Judgment is denied
3 by the Court, this Agreement shall be deemed null and void, except that, under this
4 Agreement, and within ten (10) days of such Court Order, plaintiff, at his choice, may
5 dismiss KOLE IMPORTS, with prejudice and with each party bearing its own costs, and
6 DIPIRRO's obligations to return all payments made by KOLE IMPORTS hereunder

7 **7. KOLE IMPORTS Sales Data.**

8 KOLE IMPORTS understand that the sales data provided to counsel for DIPIRRO
9 by KOLE IMPORTS was a material factor upon which DIPIRRO has relied to determine the
10 amount of payments made pursuant to Health & Safety Code §25249.7(b) in this
11 Agreement. To the best of KOLE IMPORTS' knowledge, the sales data provided is true
12 and accurate. In the event that DIPIRRO discovers facts that demonstrate to a reasonable
13 degree of certainty that the sales data is materially inaccurate, the parties shall meet in a
14 good faith attempt to resolve the matter within ten (10) days of KOLE IMPORTS' receipt of
15 notice from DIPIRRO of his intent to challenge the accuracy of the sales data. If this good
16 faith attempt fails to resolve DIPIRRO's concerns, DIPIRRO shall have the right to re-
17 institute an enforcement action against KOLE IMPORTS, for those additional Products
18 only, based upon any existing 60-Day Notices of violation served on KOLE IMPORTS. In
19 such case, all applicable statutes of limitation shall be deemed tolled for the period between
20 the date DIPIRRO filed the instant action and the date DIPIRRO notifies KOLE IMPORTS
21 that he is re-instituting the action for the additional Products. Provided, however, that
22 KOLE IMPORTS shall have no additional liability, and DIPIRRO waives any claims that
23 might otherwise be asserted, from the Effective Date until the date that DIPIRRO provides
24 notice under this Paragraph 7, so long as KOLE IMPORTS has complied with the
25 requirements of Section 1.0 for all of the Products, including those numbers of Products
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1 additionally discovered.

2 **8. Severability.**

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

5 **9. Attorney's Fees.**

6 In the event that a dispute arises with respect to any provision(s) of this Agreement
7 (including, but not limited to, disputes arising from payments to be made under this
8 Agreement), reasonable attorneys' fees incurred from the resolution of such dispute shall
9 be available to the prevailing party. This provision, however, shall not apply to the
10 procedure set forth in section 3, which is to be governed by the principles of CCP § 1021.5.

11 **10. Governing Law.**

12 The terms of this Agreement shall be governed by the laws of the State of
13 California.

14 **11. Notices.**

15 All correspondence to Michael DiPirro shall be mailed to:

16
17 Gregory M. Sheffer, Esq.
18 Sheffer & Chanler LLP
19 4400 Keller Ave., Suite 200
20 Oakland, CA 94605-4229
21 Tel: (510) 577-0747

22 All correspondence to KOLE IMPORTS shall be mailed to:

23 Jennifer T. Taggart, Esq.
24 GREENBERG GLUSKER FIELDS CLAMAN
25 MACHTINGER & KINSELLA LLP
26 1900 Avenue of the Stars, Suite 2100
27 Los Angeles, CA 90067-4590
28 Tel: (310) 553-3610

12. Compliance With Reporting Requirements (Health & Safety Code §25249.7(f)).

The parties acknowledge that the reporting provisions of Health & Safety Code §

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310-563-3550

T-225 P.014/016 F-214

2 25249.7(f) apply to this Consent Judgment. Counsel for DIPIRRO shall comply with that
2 section by submitting the required reporting form to, and serving a copy of this Consent
3 Judgment on the California Attorney General's Office when noticing the Motion to
4 Approve hearing. KOLE IMPORTS agrees to use its best efforts, comporting with
5 reasonable interpretation of existing law, to defend the Consent Judgment from any
6 collateral attack by any third party.
7

8 **13. Counterparts and Facsimile.**

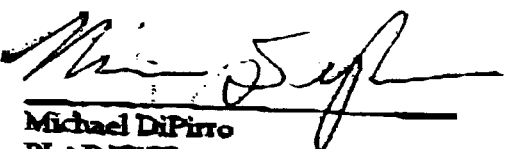
9 This Agreement may be executed in counterparts and facsimile, each of which shall
10 be deemed an original and all of which, when taken together, shall constitute one and the
11 same document.

12 **14. Authorization.**

13 The undersigned are authorized to execute this Agreement on behalf of their
14 respective parties and have read, understood and agree to all of the terms and conditions
15 of this Agreement.

16 **AGREED TO:**
17 **DATE:** 12/31/02

AGREED TO:
DATE: _____

18 
19 _____
20 **Michael DiPirro**
21 **PLAINTIFF**

_____ **KOLE IMPORTS**
DEFENDANT

22 **APPROVED AS TO FORM:**
23 **DATE:** 12/31/02

APPROVED AS TO FORM:
DATE: _____

24 
25 _____
26 **Gregory M. Sheffer**
Attorneys for Plaintiff
27 **MICHAEL DIPIRRO**

_____ **Jennifer T. Taggart**
GREENBERG GLUSKER FIELDS CLAMAN
MACHTINGER & KINSELLA LLP
28 **Attorneys for Defendant**

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 13 respective parties and have read, understood and agree to all of the terms and conditions
 14 of this Agreement.

15 **AGREED TO:**
 16 **DATE:** _____

17 **AGREED TO:**
 18 **DATE:** 12-20-02

19 _____
 20 Michael DiPirro
 21 PLAINTIFF

22 
 23 _____
 24 KOLE IMPORTS
 25 DEFENDANT

26 **APPROVED AS TO FORM:**
 27 **DATE:** _____

28 **APPROVED AS TO FORM:**
 29 **DATE:** 12/23/02

30 _____
 31 Gregory M. Sheffer
 32 Attorneys for Plaintiff
 33 MICHAEL DIPIRRO

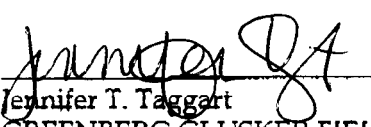
34 
 35 _____
 36 Jennifer T. Taggart
 37 GREENBERG GLUSKER FIELDS CLAMAN
 38 MACHTINGER & KINSELLA LLP
 39 Attorneys for Defendant

Exhibit A

EXHIBIT A

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1. M070, sold as Sterling's Super Contact Cement and/or Contact Adhesive
2. M065, sold as Rubber Cement