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17 Attorneys for Defendants
18 Block and Company, Inc.
19 (sued herein as MMF Industries)
20 and Office Depot Inc.

21 SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA

22 MICHAEL DiPIRRO,
23 Plaintiff,

24 vs.

25 MMF INDUSTRIES; and DOES 1
26 through 1000,
27 Defendants.

28 MICHAEL DiPIRRO,
29 Plaintiff,

30 vs.

31 OFFICE DEPOT , INC.; and DOES 1
32 through 1000,
33 Defendants.

Consolidated Case Nos. H-221300-8 and
H-221299-9

CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 This Consent Judgment ("Agreement" or "Consent Judgment") is entered
3 into by and between Michael DiPirro ("DiPirro"), Block and Company, Inc. ("Block"),
4 an Illinois corporation, and Office Depot, Inc. ("Office Depot"), a Delaware
5 corporation (collectively referred to as the "Parties"). This Agreement is the result
6 of lengthy negotiations between the Parties, as well as three extensive judicially-
7 supervised settlement conferences before the Honorable Bonnie Sabraw.
8 Consequent to all of these negotiations, the Parties agree to the following terms
9 and conditions:

10 1.1 DiPirro is an individual residing in San Francisco, CA, who seeks to
11 promote awareness of exposures to toxic chemicals and improve human health by
12 reducing or eliminating hazardous substances contained in consumer and industrial
13 products.

14 1.2 For purposes of this Agreement, the term "Block" shall mean Block
15 and Company, Inc. and all of its divisions, subsidiaries and related companies,
16 including, but not limited to MMF Industries.

17 1.3 For purposes of this Agreement, the term "MMF" shall mean MMF
18 Industries.

19 1.4 For purposes of this Agreement, the term "Office Depot" shall mean
20 Office Depot, Inc. and all of its divisions, subsidiaries and related companies.

21 1.5 For purposes of this Agreement, the term "Defendants" shall mean
22 Block and Office Depot.

23 1.6 For purposes of this Agreement, the term "Parties" shall mean DiPirro,
24 Block and Office Depot.

25 1.7 DiPirro alleges that the Defendants have manufactured and/or sold in
26 the State of California one or more lead seal products that contain lead (or lead
27 compounds), a chemical listed pursuant to the Safe Drinking Water and Toxic
28 Enforcement Act of 1986, California Health & Safety Code §§25249.5 *et seq.*, also

1 known as Proposition 65, hereafter referred to as the "Listed Chemical." The lead
2 seal products which are covered by this Agreement are identified in Exhibit A and
3 are collectively referred to as the "Products."

4 1.8 On April 23, 2001 DiPirro first served the Defendants and other public
5 enforcement agencies with a document entitled "60-Day Notice of Violation" that
6 provided the Defendants and such public enforcers with notice that the Defendants
7 were allegedly in violation of Health & Safety Code §25249.6 for failing to warn
8 that the Products expose users in California to the Listed Chemical.

9 1.9 On July 6, 2002 DiPirro filed complaints entitled Michael DiPirro v.
10 MMF Industries et al. and Michael DiPirro v. Office Depot, Inc. in the Alameda
11 County Superior Court, naming MMF and Office Depot as defendants, and alleging
12 violations of Business & Professions Code §17200 and Health & Safety Code
13 §25249.6 in the interest of the general public in California who allegedly have been
14 exposed to the Listed Chemical from use of the Products. The Defendants
15 thereafter filed and served their answers to those Complaints. By Stipulation and
16 Order dated June 24, 2002, DiPirro's action against Block (Michael DiPirro v. MMF
17 Industries, et al.) was consolidated, for all purposes, including but not limited to
18 case management, discovery and trial, with his action against Office Depot
19 (Michael DiPirro v. Office Depot, Inc.).

20 1.10 The Defendants, and each of them, deny the material factual and legal
21 allegations contained in DiPirro's above mentioned 60-Day Notice of Violation and
22 Complaints and maintain that all products distributed or sold by the Defendants in
23 California including, but not limited to, the Products, have been and are in
24 compliance with all laws.

25 1.11 Nothing in this Agreement shall be construed as an admission by the
26 Defendants, or either of them, of any fact, finding, issue of law, or violation of law,
27 nor shall compliance with this Agreement constitute or be construed as an
28 admission by the Defendants, or either of them, of any fact, finding, conclusion,

1 issue of law or violation of law. However, this paragraph shall not diminish or
2 otherwise affect the obligations, responsibilities and duties of the Defendants under
3 this Agreement.

4 1.12 For purposes of this Agreement, the term "Effective Date" shall mean
5 September 6, 2002.

6
7 **2. INJUNCTIVE RELIEF**

8 **2.1 Block's Commitment to Cease Selling the Products**

9 Block agrees not to sell, by any means (including, but not limited to,
10 mail order catalog, internet website or any other electronic means), any Products,
11 after the Effective Date anywhere in the United States.

12 **2.2 Office Depot's Obligations Re Product Sales**

13 a. For the two year period following the Effective Date, Office
14 Depot currently agrees not to sell, or offer for sale, any Products in California
15 through its Big Book catalog, (hereafter "Catalog"), <http://www.officedepot.com>
16 website (hereafter "Website") or the Office Depot merchant/buyer responsible for
17 the purchase of the Products. If Office Depot decides to sell or offer for sale,
18 through the identified means, any Products in California during the two year period
19 following the Effective Date, it shall notify DiPirro of such decision.

20 b. Office Depot shall not knowingly sell any Product in California
21 after the Effective Date unless such Product is accompanied by a Label on or
22 within, or affixed to, the Product or Product package that states:

23 **WARNING: This product contains lead, a chemical known**
24 **to the State of California to cause cancer and birth**
25 **defects (or other reproductive harm). Do not place your**
26 **hands in your mouth after handling the product. Do not**
27 **place the product in your mouth. Wash your hands after**
28 **touching the Product.**

27 The warning statement shall be prominent and displayed with such
28 conspicuousness, as compared with other words, statements, or designs, as to

1 render it likely to be read and reasonably understood by an ordinary individual under
2 customary conditions of purchase or use. For purposes of this Consent Judgment,
3 "Label" does not include an MSDS form that otherwise meets the requirements of
4 Section 2. The labeling revisions may be made in the form of an adhesive sticker,
5 stamp or permanent change to the Product itself, or on the outside of the smallest
6 packaging in which the Product is sold. For purposes of this Consent Judgment, a
7 warning sticker placed on product packaging that is not available to the consumer
8 before purchase, or on Product packaging that does not accompany the Products
9 when purchased, is not reasonably calculated to transmit the requisite warning and,
10 thus, may not be used to comply with this paragraph.

11 c. **Catalog:** If Office Depot displays any Products in its Catalog,
12 then Office Depot shall include an additional warning (containing the identical
13 warning language specified in Section 2.2(b)) within its product Catalog. Such
14 warning shall appear on the same page on which each Product is displayed, in a
15 manner ensuring that the reader would reasonably understand that the warning is
16 associated with the Products covered by this Consent Judgment. If Office Depot
17 displays any Products in its Catalog, then Office Depot shall also display a lead free
18 alternative, such as plastic seals, assuming they are reasonably available. If Office
19 Depot determines that a lead free alternative is not reasonably available, Office
20 Depot shall notify DiPirro of such determination.

21 d. **Internet/Website:** If Office Depot displays any Products on its
22 internet Website, then Office Depot shall display the additional warning (containing
23 the identical language specified in Section 2.2(b) or a link to a page containing the
24 warning set forth in Section 2.2(b)) on the same page on which a Product is
25 displayed. If a link is used to direct the viewer to another web page, it shall state
26 "Warning" and be of a size equal to the size of other links on the page. If Office
27 Depot displays any Products on its Website, then Office Depot shall also display a
28 lead free alternative, such as plastic seals, assuming they are reasonably available.

1 If Office Depot determines that a lead free alternative is not reasonably available,
2 Office Depot shall notify DiPirro of such determination.

3 **2.3 Interim Warnings:** The Defendants represent that they have
4 endeavored to ensure that warning statements have been attached to any Product
5 inventory remaining with Block's distributors in California and Office Depot's
6 facilities in California. In an attempt to further ensure that any Products that may
7 exist in the stream of commerce contain Proposition 65 warnings, Block agrees to
8 send a letter, via certified mail, with a copy to DiPirro's counsel, within thirty (30)
9 days of the Effective Date, to each California distributor, if any, to which it sold any
10 Products within the six (6) months preceding the Effective Date, or that Block
11 knows has had any inventory of any Products within the thirty (30) days preceding
12 the Effective Date, that explains such distributor's duty to provide a warning
13 pursuant to Section 2.2(b) for the Products, and demands that such distributors
14 either return all such Products or ensure that any remaining Product inventory are
15 not sold without Proposition 65 warnings.

16 In a further attempt to ensure that any Products that may exist in the stream
17 of commerce contain Proposition 65 warnings, Office Depot agrees to send a letter,
18 via certified mail, with a copy to DiPirro's counsel, within thirty (30) days of the
19 Effective Date, to each of its facilities in California, if any, that have sold any
20 Products within the four (4) months preceding the Effective Date, or that Office
21 Depot knows has had any inventory of any Products within the thirty (30) days
22 preceding the Effective Date, that explains the duty to provide a warning pursuant
23 to Section 2.2(b) for the Products and demands that the facilities either destroy all
24 of the Products or ensure that any remaining Product inventory are not sold without
25 Proposition 65 warnings.

26
27
28

1 **3. MONETARY PAYMENTS**

2 **3.1 Penalties Pursuant To Health & Safety Code §25249.7(b).** Pursuant to
3 Health & Safety Code §25249.7(b), a penalty of \$20,000 shall be imposed on
4 Block. The penalty payment is to be made payable to "Sheffer & Chanler LLP In
5 Trust For Michael DiPirro" and shall be paid within five (5) calendar days of the
6 Effective Date. If the Consent Judgment is not approved by the Alameda County
7 Superior Court, DiPirro will return any penalty funds, with interest thereon at the
8 rate of 1.75% per annum, simple interest, within five (5) calendar days of effective
9 written notice of the Court's decision. All penalty monies received shall be
10 apportioned by DiPirro in accordance with Health & Safety Code §25192, with
11 75% of these funds remitted to the State of California's Department of Toxic
12 Substances Control. DiPirro shall bear all responsibility for apportioning and paying
13 to the State of California the appropriate civil penalties paid in accordance with this
14 paragraph.

15 The Defendants, or either of them, shall, pursuant to Health & Safety Code §
16 25249.7(b), pay an additional penalty of \$40,000 in the event that Office Depot
17 sells in California during the two year period following the Effective Date, any
18 Products through its Catalog, Website or the Office Depot merchant/buyer
19 responsible for the purchase of the Products. In the event that such penalty is
20 owed, the penalty payment shall be made payable to "Sheffer & Chanler LLP in
21 Trust For Michael DiPirro." If the Consent Judgment is not approved by the
22 Alameda County Superior Court, DiPirro will return any penalty funds, with interest
23 thereon at the rate of 1.75% per annum, simple interest, within five (5) calendar
24 days of effective written notice of the Court's decision. All penalty monies
25 received shall be apportioned by DiPirro in accordance with Health & Safety Code
26 §25192, with 75% of these funds remitted to the State of California's Department
27 of Toxic Substances Control. DiPirro shall bear all responsibility for apportioning
28 and paying to the State of California the appropriate civil penalties paid in

1 accordance with this paragraph.

2 The Defendants, or either of them, shall, pursuant to Health & Safety Code
3 §25249.7(b), pay an additional penalty of \$30,000, no later than November 15,
4 2002, in the event that either Block or Office Depot do not certify, by declaration
5 of an officer or director, no later than November 5, 2002, that they have complied
6 with the interim warning requirements specified in Section 2.3. In the event that
7 such penalty is owed, the penalty payment shall be made payable to "Sheffer &
8 Chanler LLP In Trust For Michael DiPirro." If the Consent Judgment is not approved
9 by the Alameda County Superior Court, DiPirro will return any penalty funds, with
10 interest thereon at the rate of 1.75% per annum, simple interest, within five (5)
11 calendar days of effective written notice of the Court's decision. All penalty
12 monies received shall be apportioned by DiPirro in accordance with Health & Safety
13 Code §25192, with 75% of these funds remitted to the State of California's
14 Department of Toxic Substances Control. DiPirro shall bear all responsibility for
15 apportioning and paying to the State of California the appropriate civil penalties paid
16 in accordance with this paragraph.

17 **3.2 Health Research Payments:** Block agrees to pay, within five (5)
18 calendar days of the Effective Date, an additional amount of \$10,000 to be
19 distributed by DiPirro to Health Risk Consultants Inc. ("HRC"), which is an
20 organization that provides risk assessment, risk management and risk
21 communication services on behalf of private and public entities, including the
22 U.S. Navy, state and local health departments and the Agency for Toxic
23 Substances and Disease Registry (an arm of the federal public health service). The
24 Parties agree that such funds may only be spent to perform research on the nature,
25 extent or causation of health hazards posed by exposures to lead (or lead
26 compounds). Funds are to be transferred to HRC for the sole purpose of said
27 research. DiPirro agrees to obtain a written statement from HRC which confirms
28 that such funds will be spent for the purposes stated above and that the funds will

1 be accounted for in an appropriate manner. These additional monies are to be made
2 payable to "Sheffer & Chanler LLP In Trust For Michael DiPirro".
3

4 4. REIMBURSEMENT OF FEES AND COSTS

5 4.1 Reimbursement Of Fees And Costs. The parties acknowledge that
6 DiPirro offered to resolve the dispute without reaching terms on the amount of fees
7 and costs to be reimbursed, thereby leaving this open issue to be resolved after the
8 material terms of the agreement had been reached, and the matter settled. The
9 Defendants then expressed a desire to resolve the fee and cost issue concurrently
10 with other settlement terms, so the parties tried to and did reach an accord on the
11 compensation due to DiPirro and his counsel under the private attorney general
12 doctrine codified at C.C.P. §1021.5 for all work performed through the Effective
13 Date.

14 4.2 Under the private attorney general doctrine codified at C.C.P.
15 § 1021.5, Block shall reimburse DiPirro and his counsel for his fees and costs,
16 incurred as a result of investigating, bringing this matter to the Defendants'
17 attention, litigating and negotiating a settlement in the public interest. Block shall
18 pay DiPirro and his counsel \$86,000, except as provided for in paragraph 4.3
19 below, for all attorneys' fees, expert and investigation fees, and litigation costs
20 within five (5) calendar days of the Effective Date. Payment should be made
21 payable to the "Sheffer & Chanler LLP." If the Consent Judgment is not approved
22 by the Alameda County Superior Court, DiPirro and Sheffer & Chanler LLP will
23 return all funds, with interest thereon at the rate of 1.75% per annum, simple
24 interest, within five (5) calendar days of effective written notice of the Court's
25 decision.

26 4.3 Additional Fees and Costs in Seeking Judicial Approval.

27 a. The Parties acknowledge that, pursuant to recent interpretations
28 of Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial

1 approval of this Agreement. Accordingly, the parties agree to use their best efforts
2 to file in the Alameda County Superior Court a Joint Motion to Approve the
3 Agreement within a reasonable period of time after execution of this Agreement.
4 "Best efforts" means that Block shall return an initial draft of the Motion To
5 Approve within ten (10) days of receiving a motion template from Plaintiff. Best
6 efforts shall also mean that Block agrees to return any modifications or comments
7 on subsequent drafts received from Plaintiff within five (5) calendar days of their
8 receipt. Pursuant to C.C.P. § 1021.5, Block agrees to reimburse DiPirro and his
9 counsel for their reasonable fees and costs incurred in seeking judicial approval of
10 this Agreement, to the extent described in paragraphs 4.3(b) through 4.3(f).

11 b. If no opposition to the motion (nor objection to the terms of this
12 Agreement) is filed or otherwise transmitted by any third party, Block agrees to
13 reimburse DiPirro under Section 4.3(a) for additional reasonable fees and costs in an
14 amount not to exceed \$4,800.

15 c. In the event that any third party, including any public enforcer,
16 transmits or files an objection or opposition to one or more provisions of this
17 Agreement, the Defendants agree to use its best efforts to support each of the
18 terms of this Agreement, as well as to seek judicial approval of this Agreement.

19 d. In the event that such an objection or opposition is filed or
20 transmitted by any third party, Block agrees to reimburse DiPirro, in addition to any
21 reasonable fees and costs due under Section 4.3(b), for his additional reasonable
22 attorneys' fees and costs incurred in securing approval of this Consent Judgment in
23 an amount not to exceed \$2,800.

24 e. In the event that defending this Agreement from such objection
25 or opposition from any third party requires a declaration from an expert, then Block
26 agrees to reimburse DiPirro, in addition to any attorneys' fees and costs under
27 Section 4.3(b) and 4.3(d), for such expert's reasonable fees and costs in an amount
28 not to exceed \$2,000.

1 f. Block's payment of DiPirro's legal fees and costs under
2 paragraphs 4.3(a) - 4.3(e) shall be due within ten (10) calendar days after receipt of
3 a billing statement from DiPirro ("Additional Fee Claim"). Payment of the Additional
4 Fee Claim shall be made payable to "Sheffer & Chanler LLP." Block has the right to
5 object to DiPirro's reimbursement request and may submit the resolution of this
6 issue to the American Arbitration Association (AAA) in Northern California to
7 determine the reasonableness of the additional fees and costs sought, provided that
8 an arbitration claim has been filed with AAA and served on DiPirro within ten (10)
9 calendar days following DiPirro's service of the Additional Fee Claim on Block. If an
10 arbitration notice is not filed with AAA in a timely manner, Block's right to arbitrate
11 this matter is waived. DiPirro may then file a motion, pursuant to C.C.P. §1021.5,
12 with the Court seeking recovery of his (and his attorneys') fees and costs incurred
13 as set forth in this paragraph.

14

15 **5. RELEASE OF ALL CLAIMS**

16 **5.1 Michael DiPirro's Release of Block and Office Depot.** In further
17 consideration of the promises and agreements herein contained, and for the
18 payments to be made pursuant to Sections 3 and 4, DiPirro, on behalf of himself,
19 his agents, representatives, attorneys, successors and/or assignees, and in the
20 interest of the general public, hereby waives all rights to institute or participate in,
21 directly or indirectly, any form of legal action and releases all claims, including,
22 without limitation, all actions, causes of action, in law or in equity, suits, liabilities,
23 demands, obligations, damages, costs, fines, penalties, losses or expenses
24 (including investigation fees, expert fees and attorneys' fees and other costs, other
25 than those stated herein) of any nature whatsoever, whether known or unknown,
26 fixed or contingent (collectively "Claims"), against the Defendants and any of their
27 parent companies, divisions, subdivisions, subsidiaries (and the predecessors,
28 successors and assigns of any of them), and their respective officers, directors,

1 attorneys, representatives, shareholders, partners, agents, and employees
2 (collectively, "Defendant Releasees"). This waiver and release shall pertain only to
3 Claims arising under Proposition 65 or Business & Professions Code §17200
4 et seq., related to the Defendant Releasees' alleged failure to warn about exposures
5 to the Listed Chemical contained in the Products. The Parties further agree and
6 acknowledge that this Consent Judgment is a full, final, and binding resolution of
7 any violation of Proposition 65 (including those pertaining to both occupational and
8 consumer exposures to the Products), Business & Professions Code § 17200
9 et seq., that have been or could have been asserted in the Complaint against the
10 Defendants for its alleged failure to provide clear and reasonable warnings of
11 exposure to the Listed Chemical from the use of the Products or any other claim
12 based on the facts or conduct alleged in the complaint.

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

20 It is specifically understood and agreed that the parties intend that the
21 Defendants' compliance with the terms of this Release resolves all issues and
22 liability, now and in the future, concerning the Defendant Releasees' compliance
23 with the requirements of Proposition 65 or Business and Professions Code §17200
24 et seq., as to the Products.

25 **5.2. DiPirro's Release of "Downstream Persons."** In further consideration
26 of the promises and agreements herein contained, and for the payments to be made
27 pursuant to Sections 3 and 4, DiPirro, on behalf of himself, his agents,
28 representatives, attorneys, and/or assignees, and in the interest of the general

1 public , further waives all rights to institute any form of legal action and releases all
2 Claims, as defined above, against each distributor, wholesaler, auctioneer, retailer,
3 dealer, customer, owner, operator, purchaser, lessor, lessee, renter, or user of the
4 Products, or any of their respective parent, divisions, subdivisions, subsidiaries (and
5 the predecessors, successors and assigns of any of them) and their respective
6 officers, directors, shareholders, partners, attorneys, representatives, agents,
7 employees (collectively, "Downstream Persons"). This waiver and release shall
8 pertain only to Claims arising under Proposition 65 or Business & Professions Code
9 § 17200 et seq., related to the Downstream Persons' alleged failure to warn about
10 exposures to the Listed Chemical contained in the Products. The Parties further
11 agree and acknowledge that this Consent Judgment is a full, final, and binding
12 resolution of any violation of Proposition 65 (including those pertaining to both
13 occupational and consumer exposures to the Products), Business & Professions
14 Code § 17200 et seq. that have been or could have been asserted in the Complaint
15 against the Defendants for its alleged failure to provide clear and reasonable
16 warnings of exposure to the Listed Chemical from the use of the Products or any
17 other claim based on the facts or conduct alleged in the complaint.

18 It is specifically understood and agreed that the Parties intend that this
19 Consent Judgment resolves all issues and liability, now and in the future,
20 concerning the Downstream Persons' compliance with the requirements of
21 Proposition 65 or Business & Professions Code §17200, et seq., as to the
22 Products.

23 **5.3. Block and Office Depot Release of Michael DiPirro.** The
24 Defendants waive all rights to institute any form of legal action against DiPirro, and
25 his attorneys or representatives, for all actions taken or statements made by DiPirro
26 and his attorneys or representatives, in the course of seeking enforcement of
27 Proposition 65 or Business & Professions Code §17200, et seq. against the
28 Defendants.

1 **6. SALES DATA**

2 The Defendants understand that the sales data that they have provided to
3 counsel for DiPirro was a material factor upon which DiPirro has relied to determine
4 the amount of payments made pursuant to Health & Safety Code § 25249.7(b) in
5 this Agreement. To the best of the Defendants' knowledge, the sales data
6 provided is true and accurate. In the event that DiPirro discovers facts which
7 demonstrate to a reasonable degree of certainty that the sales data is materially
8 inaccurate, the parties shall meet in a good faith attempt to resolve the matter
9 within ten (10) days of the Defendants' receipt of notice from DiPirro of his intent
10 to challenge the accuracy of the sales data. If this good faith attempt fails to
11 resolve DiPirro's concerns, DiPirro shall have the right to re-institute an enforcement
12 action against the Defendants, provided that all sums paid by Block pursuant to
13 Sections 3 and 4 are returned to the Defendants within ten (10) days from the date
14 on which DiPirro notifies Block of his intent to rescind this Agreement. In such
15 case, all applicable statutes of limitation shall be deemed tolled for the period
16 between the date DiPirro filed the instant action and the date DiPirro notifies the
17 Defendants that he is re-instituting the action pursuant to this Paragraph, provided
18 that in no event, shall any statute of limitations be tolled beyond four (4) years from
19 the date this action was filed.

20

21 **7. COURT APPROVAL**

22 If, for any reason, this Consent Judgment is not ultimately approved and
23 entered by the Court, this Agreement shall be deemed null and void.

24

25 **8. SEVERABILITY**

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

1 **9. ATTORNEYS' FEES**

2 In the event that a dispute arises with respect to any provision(s) of this
3 Agreement (including, but not limited to, disputes arising from payments to be
4 made under this Agreement), reasonable attorneys' fees incurred from the
5 resolution of such dispute shall be available to the prevailing party. This provision,
6 however, shall not apply to paragraph 4, whose principles are governed by Code of
7 Civil Procedure § 1021.5.

8
9 **10. GOVERNING LAW**

10 The terms of this Agreement shall be governed by the laws of the State of
11 California. In the event that Proposition 65 is repealed or is otherwise rendered
12 inapplicable by reason of law generally, or as to the Products specifically, the
13 Defendants shall have no further obligations pursuant to this Agreement with
14 respect to, and to the extent that, those Products are so affected.

15
16 **11. NOTICES**

17 All correspondence and notices required to be provided pursuant to this
18 Agreement shall be in writing and shall be personally delivered or sent by first-class,
19 registered, certified mail, overnight courier and/or via facsimile transmission (with
20 presentation of facsimile transmission confirmation) addressed as follows:

21 If to Michael DiPirro:	Gregory Sheffer Sheffer & Chanler 4400 Keller Ave., Suite 200 Oakland, CA 94605 (fax) (510) 577-0747
24 If to Block:	Nan Brody, Esq. Secretary and General Counsel Block and Company, Inc. 503 Faulconer Way Charlottesville, Virginia 22903-3487 (fax) (804) 296-8421

28

1 Judgment by the court.

2

3 **14. COUNTERPARTS; FACSIMILE SIGNATURES**

4 This Consent Judgment may be executed in counterparts and by facsimile,
5 each of which shall be deemed an original, and all of which, when taken together,
6 shall constitute one and the same document.

7

8 **15. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)**

9 The Parties acknowledge that the reporting provisions of Health & Safety
10 Code § 25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall
11 comply with that section by submitting the required reporting form to, and serving
12 a copy of this Consent Judgment on, the California Attorney General's Office when
13 noticing the Motion to Approve hearing, if one is required by law. The Parties agree
14 that DiPirro will file a Motion To Approve the Agreement within a reasonable period
15 of time after execution of this Agreement. The Defendants agree to use their best
16 efforts, comporting with reasonable interpretation of existing law, to support the
17 Motion to Approve including the terms of this Agreement and defend the
18 Agreement from any collateral attack by any third party.

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16. AUTHORIZATION

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

AGREED TO:

DATE: _____

Plaintiff Michael DiPirro

AGREED TO:

DATE: _____

Defendant Office Depot, Inc.

APPROVED AS TO FORM:

DATE: _____

Gregory Sheffer
Attorneys for Plaintiff

AGREED TO:

DATE: 6 Sept 2002
Block and Company, Inc
Nancy A. Brody Justice
Defendant Block and Company, Inc.

APPROVED AS TO FORM:

DATE: _____

John E. Dittoe
Attorneys for Defendants Block and
Company, Inc. and Office Depot, Inc.

1 **16. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf
3 of their respective parties and have read, understood and agree to all of the terms
4 and conditions of this Consent Judgment.

5
6 **AGREED TO:**

AGREED TO:

7
8 **DATE:** _____

DATE: _____

9
10 _____
11 Plaintiff Michael DiPirro

_____ Defendant Block and Company, Inc.

12 **AGREED TO:**

13
14 **DATE:** September 6, 2002

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16 
17 Defendant Office Depot, Inc.

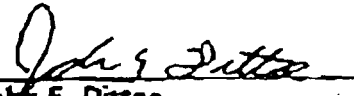
18 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

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20 **DATE:** _____

DATE: September 6, 2002

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22 _____
23 Gregory Sheffer
24 Attorneys for Plaintiff


25 John E. Ditto
26 Attorneys for Defendants Block and
27 Company, Inc. and Office Depot, Inc.
28

1 16. AUTHORIZATION

2 The undersigned are authorized to execute this Consent Judgment on behalf
3 of their respective parties and have read, understood and agree to all of the terms
4 and conditions of this Consent Judgment.

5
6 AGREED TO:

AGREED TO:

7
8 DATE: 9/10/02

DATE: _____

9
10 *Mich DiPirro*
11 Plaintiff Michod DiPirro

Defendant Block and Company, Inc.

12
13 AGREED TO:

14
15 DATE: _____

16
17 Defendant Office Depot, Inc.

18
19 APPROVED AS TO FORM:

APPROVED AS TO FORM:

20
21 DATE: _____

DATE: _____

22
23 Gregory Sheffer
24 Attorneys for Plaintiff

John E. Dittoe
Attorneys for Defendants Block and
Company, Inc. and Office Depot, Inc.

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8 DATE: _____

DATE: _____

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10 _____
11 Plaintiff Michael DiPirro

_____ Defendant Block and Company, Inc.

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13 AGREED TO:

14
15 DATE: _____

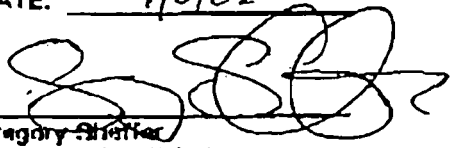
16
17 _____
18 Defendant Office Depot, Inc.

19 APPROVED AS TO FORM:

APPROVED AS TO FORM:

20
21 DATE: 9/6/02

DATE: _____

22
23 
24 Gregory Shaffer
25 Attorneys for Plaintiff

_____ John E. Dittoe
26 Attorneys for Defendants Block and
27 Company, Inc. and Office Depot, Inc.
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EXHIBIT A – BLOCK and OFFICE DEPOT

Lead Seals, including, but not limited to:

- 1. Red Prong
- 2. Blue Universal
- 3. Red Universal
- 4. Red Serrated
- 5. Pin
- 6. Wire Lead Seal with 6" Wire
- 7. Wire Lead Seal with 8" Wire