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8 Attorneys for Plaintiff  
9 MICHAEL DIPIRRO

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12 1400 Page Mill Road  
13 Palo Alto, CA 94304  
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15 Fax: (650) 320-4100

16 Attorneys for Defendant  
17 NORTHERN TOOL & EQUIPMENT CO.

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 IN AND FOR THE COUNTY OF ALAMEDA

20 UNLIMITED CIVIL JURISDICTION

21 MICHAEL DIPIRRO,	)	No. 01-026010
	)	
22 Plaintiff,	)	CONSENT JUDGMENT
	)	
23 v.	)	
	)	
24 NORTHERN TOOL & EQUIPMENT CO.; and)	)	
25 DOES 1 through 1000,	)	
	)	
26 Defendants.	)	
	)	

27 This Consent Judgment is entered into by and between Plaintiff Michael DiPirro  
28 and Defendant Northern Tool & Equipment Co. (hereafter referred to as "Northern Tool")  
as of November 4, 2002 (the "Effective Date"). The parties agree to the following:

1       **I.       INTRODUCTION**

2           1.1       Michael DiPirro is an individual residing in San Francisco, California, who  
3 seeks to promote awareness of exposures to toxic chemicals and improve human health by  
4 reducing or eliminating hazardous substances contained in consumer and industrial  
5 products.  
6

7           1.2       Michael DiPirro alleges that Northern Tool has, since July 23, 1998,  
8 manufactured, distributed and sold in the State of California one or more of the products  
9 identified in Exhibit A (hereafter "Products") whose customary use and application  
10 plaintiff contends are likely to produce fumes, gases or dust which contain one or more  
11 chemicals listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986,  
12 California Health & Safety Code §§25249.5 *et seq.*, also known as Proposition 65. The  
13 chemicals to which an exposure is alleged are lead (or lead compounds), crystalline silica,  
14 arsenic and/or chromium (hexavalent compounds) (the "Listed Chemicals").  
15

16           1.3       On July 23, 2001, Michael DiPirro first served Northern Tool and other  
17 public enforcement agencies with a document entitled "60-Day Notice of Violation" which  
18 provided Northern Tool and such public enforcers with notice that Northern Tool was  
19 allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that  
20 certain products it sells in California expose users to one or more of the Listed Chemicals.  
21 Northern Tool does not admit the validity of this notice.  
22

23           1.4       On October 3, 2001, Michael DiPirro filed a complaint entitled Michael  
24 DiPirro v. Northern Tool & Equipment Co., et al. in the Alameda County Superior Court,  
25 naming Northern Tool as a defendant and alleging violations of Business & Professions  
26 Code §17200 and Health & Safety Code §25249.6 on behalf of individuals in California who  
27 allegedly have been exposed to one or more of the Listed Chemicals produced by certain  
28

1 Northern Tool products.

2 1.5 Northern Tool denies the material factual and legal allegations contained in  
3 Michael DiPirro's above mentioned 60-Day Notice of Violation and Complaint and  
4 maintains that all products manufactured, distributed or sold by Northern Tool in  
5 California including, but not limited to, the Products, have been and are in compliance with  
6 all laws.

7  
8 1.6 Nothing in this Consent Judgment shall be construed as an admission by  
9 Northern Tool of any fact, finding, issue of law or violation of law, nor shall compliance  
10 with this Consent Judgment constitute or be construed as an admission by Northern Tool  
11 of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph  
12 shall not diminish or otherwise affect the obligations, responsibilities and duties of  
13 Northern Tool under this Agreement.

14 **2. PRODUCT WARNINGS.**

15  
16 2.0 Northern Tool shall not have any Proposition 65 warning obligations for the  
17 Products that are: (1) manufactured in the United States before January 15,  
18 2003; (2) manufactured outside of the United States before March 15, 2003;  
19 (3) distributed or shipped for sale outside the State of California; or (4)  
20 manufactured outside of the State of California, within the meaning of the  
21 June 6, 1997 U.S. Department of Labor, Occupational Safety and Health  
22 Administration, "Approval California State Standard on Hazard  
23 Communication Incorporating Proposition 65", 62 Federal Register 31159-  
24 31181 (i.e. occupational exposures) and not sold to consumers. Northern  
25 Tool shall also have no Proposition 65 warning obligations for those  
26 products (accessories, building materials and hand tools) that Northern Tool  
27 manufactures, distributes or sells in California, if any, and for which the  
28

1 Consent Judgment in People v. Ace Hardware, et. al., San Francisco Superior  
2 Court No. 995893 (a copy of the face page of this case is attached as Exhibit  
3 B) has determined that no Proposition 65 warning is required.

4 2.1 Northern Tool shall not, after January 15, 2003, knowingly distribute or sell,  
5 in the state of California, any U.S. manufactured Products that are likely to  
6 expose users to lead (or lead compounds), crystalline silica, arsenic and/or  
7 chromium (hexavalent compounds) unless such Products comply with  
8 either the warning requirements set forth in Section 2.2 or those set forth in  
9 Section 2.3. Northern Tool shall not, after March 15, 2003, knowingly  
10 distribute or sell, in the state of California, any foreign manufactured  
11 Products that are likely to expose users to lead (or lead compounds),  
12 crystalline silica, arsenic and/or chromium (hexavalent compounds) unless  
13 such Products comply with either the warning requirements set forth in  
14 Section 2.2 or those set forth in Section 2.3.

15 2.2 Northern Tool may satisfy the warning requirements of Section 2.1 by  
16 placing a warning statement on the Product itself. Any such warning may  
17 be provided by affixing a durable label on the Product in a location that can  
18 be seen by the user of the Product under the normal circumstances of use of  
19 such Product. Any warning label affixed to the Product itself shall bear the  
20 following warning language:  
21  
22  
23

24  
25 **"WARNING: Some dust created by power sanding, sawing, grinding,**  
26 **drilling, and other construction activities contains chemicals**  
27 **known to the State of California to cause cancer, birth**  
28 **defects or other reproductive harm."**

1           2.3     Alternatively, Northern Tool may satisfy the warning requirements of  
2                     Section 2.1 by placing a warning statement in the Product's Instructions  
3                     Manual if all of the following conditions are met:

4           a.   the warning language reads as follows:

5  
6                     **"WARNING: Some dust created by power sanding, sawing, grinding,**  
7                     **drilling, and other construction activities contain chemicals**  
8                     **known to the State of California to cause cancer, birth**  
9                     **defects or other reproductive harm. Some examples of**  
10                    **these chemicals are lead (from lead based paint),**  
11                    **Crystalline silica (from bricks, cement and other masonry**  
12                    **products, and arsenic and chromium (from chemically**  
13                    **treated lumber). Your risk from these exposures varies,**  
14                    **depending on how often you do this type of work. To**  
15                    **reduce your exposure to these chemicals, work in a well-**  
16                    **ventilated area and work with approved safety equipment**  
17                    **such as those dust masks that are specially designed to**  
18                    **filter out microscopic particles";**  
19

20  
21           b.   the warning is located in one of the following places in the Instructions  
22                     Manual: the outside of the front cover, the inside of the front cover, the first  
23                     page other than the cover or the outside of the back cover. Alternatively, the  
24                     warning may be located in the Safety Warning section of the manual if  
25                     consistent with specifications UL 745-1 or UL 45 (as issued by Underwriters  
26                     Laboratories, Inc, as amended). The warning may be either printed in the  
27                     manual or contained in a durable label or sticker affixed to the manual;  
28

- 1 c. the warning is printed in a font no smaller than the font used for other  
2 safety warnings in the manual;  
3 d. the Product contains a durable label or sticker directing the operator's  
4 attention to the Instructions Manual;  
5 e. the Instructions Manual is intended by the manufacturer to be provided  
6 with the original packaging of the Product for the initial consumer  
7 f. at least one other safety warning appears in the Instructions Manual; and  
8 g. all or a substantial portion of the Product's operating instructions, if any,  
9 are contained in the Instructions Manual.  
10

11  
12 **3. MONETARY PAYMENTS**

13 **3.1 Payment Pursuant To Health & Safety Code §25249.7(b).** Pursuant to  
14 Health & Safety Code §25249.7(b), Northern Tool shall pay a civil penalty of \$1,500. The  
15 payment of \$1,500 shall be paid within ten (10) calendar days of the Effective Date and shall  
16 be held in trust by DiPirro's counsel until the Alameda County Superior Court approves  
17 and enters the Consent Judgment. The penalty payment is to be made payable to "Sheffer  
18 & Chanler LLP In Trust For Michael DiPirro". If the Consent Judgment is not approved by  
19 the Court, DiPirro will return all funds, with interest thereon at a rate of one and three  
20 quarters percent (1.75%) per annum, within ten (10) calendar days of notice of the Court's  
21 decision. Penalty monies shall be apportioned by DiPirro in accordance with Health &  
22 Safety Code §25192, with 75% of these funds remitted to the State of California's  
23 Department of Toxic Substances Control.  
24  
25

26 Northern Tool understands that the payment schedule as stated in this Consent  
27 Judgment is a material factor upon which DiPirro has relied in entering into this Consent  
28 Judgment. Northern Tool agrees that all payments will be made in a timely manner in

1 accordance with the payment due dates. Northern Tool will be given a five (5) calendar  
2 day grace period from the date payment is due. Northern Tool agrees to pay Michael  
3 DiPirro a \$250 per calendar day fee for each day the payment is received after the grace  
4 period ends. For purposes of this paragraph, each new day (requiring an additional \$250  
5 payment) will begin at 5 p.m. (PST).

6  
7 **3.2 Reimbursement Of Fees And Costs.** The parties acknowledge that DiPirro  
8 and his counsel offered to resolve this dispute without reaching terms on the amount of  
9 fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after  
10 the material terms of the agreement had been settled. Northern Tool then expressed a  
11 desire to resolve the fee and cost issue shortly after the other settlement terms had been  
12 finalized. The parties then attempted to (and did) reach an accord on the compensation  
13 due to DiPirro and his counsel under the private attorney general doctrine codified at CCP  
14 §1021.5 for all work performed through the Effective Date of the Agreement.

15  
16 Under the private attorney general doctrine codified at CCP §1021.5, Northern Tool  
17 shall reimburse DiPirro and his counsel for his fees and costs, incurred as a result of  
18 investigating, bringing this matter to Northern Tool's attention, litigating and negotiating a  
19 settlement in the public interest. Northern Tool shall pay DiPirro and his counsel \$10,000,  
20 except as provided for in paragraph 3.3 to 3.8 below, for all attorneys' fees, expert and  
21 investigation fees and litigation costs, within ten (10) days of the Effective Date. Payment  
22 should be made payable to "Sheffer & Chanler LLP". If the Consent Judgment is not  
23 approved by the Court, DiPirro and Sheffer & Chanler LLP will return all funds, with  
24 interest thereon at the rate of 1.75% per annum, simple interest, within fifteen (15) calendar  
25 days of effective written notice of the Court's decision.

26  
27 Northern Tool understands that the payment schedule as stated in this Consent  
28 Judgment is material factor upon which DiPirro has relied in entering into this Consent

1 Judgment. Northern Tool agrees that all payments will be made in a timely manner in  
2 accordance with the payment due dates. Northern Tool will be given a five (5) calendar  
3 day grace period from the date payment is due. Northern Tool agrees to pay Michael  
4 DiPirro a \$250 per calendar day fee for each day the payment is received after the grace  
5 period ends. For purposes of this paragraph, each new day (requiring an additional \$250  
6 payment) will begin at 5 p.m. (PST).  
7

8 **3.3 Additional Fees And Costs In Seeking Judicial Approval.** The parties  
9 acknowledge that, pursuant to recent interpretations of Health & Safety Code §25249.7, a  
10 noticed motion is required to obtain judicial approval of this Agreement. Accordingly, the  
11 parties agree to use their best efforts to file a Joint Motion to Approve Proposition 65  
12 Settlement Agreement within 45 calendar days after the Effective Date of this Agreement.  
13 Best efforts shall mean that Northern Tool shall return an initial draft of the Motion To  
14 Approve within ten (10) days of receiving a motion template from plaintiff. Best efforts  
15 shall also mean that Northern Tool agree to return any modifications or comments on  
16 subsequent drafts received from plaintiff within five (5) days of their receipt.  
17

18 Pursuant to CCP §1021.5, Northern Tool agrees to reimburse DiPirro and his  
19 counsel for their reasonable fees and costs incurred in seeking judicial approval of this  
20 Agreement, to the extent described in paragraphs 3.4 through 3.8.  
21

22 **3.4** If no opposition to the Motion to Approve (nor objection to the terms of the  
23 agreement) is filed or otherwise transmitted by any third party, and Northern Tool takes  
24 the majority of the burden for preparing and filing the Motion to Approve this Agreement,  
25 Northern Tool agrees to reimburse DiPirro under Section 3.1, for additional reasonable fees  
26 and costs in an amount not to exceed \$1,500.00.  
27  
28



1           3.5     In the event that any third party, including any public enforcer, objects or  
2 otherwise comments to one or more provisions of this Agreement, Northern Tool agrees to  
3 use their best efforts to support each of the terms of the Agreement, to meet and respond to  
4 any such objection or opposition and to take all reasonable steps to ensure judicial approval  
5 of this Agreement.

6           3.6     In the event that such an objection or opposition is transmitted or filed by  
7 any third party, Northern Tool agrees to reimburse DiPirro under Section 3.2, in addition to  
8 any reasonable fees and costs due under Section 3.4, for his additional reasonable attorneys'  
9 fees and costs that were reasonably necessary to be incurred in meeting and responding to  
10 such objection or opposition and securing approval of this Consent Judgment, so long as  
11 plaintiff first allows defendant an opportunity to overcome such objection or opposition (as  
12 contemplated by Section 3.5), for up to (and not exceeding) \$1,000.00 of any such additional  
13 reasonable fees and costs in excess of \$1,500.00.

14           3.7     In the event that the Court or the Attorney General requests a declaration  
15 from an expert, Northern Tool and DiPirro will equally share the costs of preparing such a  
16 declaration, including the expert's reasonable fees and costs, in an amount not to exceed a  
17 total of \$4,000.00. If the total costs of preparing an expert declaration exceeds \$4,000.00,  
18 DiPirro will pay the remainder of such costs.

19           3.8     Northern Tool's payment of DiPirro's legal fees and costs pursuant to  
20 sections 3.3-3.6 shall be due within ten (10) calendar days after receipt of a billing statement  
21 from DiPirro ("Additional Fee Claim"). Payment of the Additional Fee Claim shall be  
22 made payable to the "Sheffer & Chanler LLP". Northern Tool has the right to object to  
23 DiPirro's reimbursement request and may submit the resolution of this issue to JAMS or  
24 the American Arbitration Association (AAA) in Northern California to determine the

1 reasonableness of the additional fees and costs sought. Any arbitration claim on this issue  
2 of reimbursement for the Additional Fee Claim must be filed with JAMS or AAA and  
3 served on DiPirro within ten (10) calendar days following DiPirro's service of the  
4 Additional Fee Claim on Northern Tool. If an arbitration notice is not filed with JAMS or  
5 AAA in a timely manner, Northern Tool's right to arbitrate this matter is waived. DiPirro  
6 may then file a motion, pursuant to CCP §1021.5, with the Court for recovery of his (and his  
7 attorneys') fees and costs incurred as set forth in this paragraph.  
8

#### 10 **4. RELEASE OF ALL CLAIMS**

11 **4.1 Michael DiPirro's Release Of Northern Tool.** In further consideration of  
12 the promises and agreements herein contained, and for the payments to be made pursuant  
13 to Section 3, Michael DiPirro, on behalf of himself, his agents, representatives, attorneys,  
14 and/or assignees, and in the interest of the general public on whose behalf this action was  
15 brought, hereby waives all rights to institute or participate in, directly or indirectly, any  
16 form of legal action and releases all claims, including, without limitation, all actions, causes  
17 of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,  
18 penalties, losses or expenses (including investigation fees, expert fees and attorneys' fees  
19 and other costs, other than those stated herein) of any nature whatsoever, whether known  
20 or unknown, fixed or contingent (collectively, "Claims"), against Northern Tool and any of  
21 its parent companies, divisions, subdivisions, subsidiaries (and the predecessors, successors  
22 and assigns of any of them), and its respective officers, directors, attorneys, representatives,  
23 shareholders, partners, agents, and employees (collectively, "Northern Tool Releasees").  
24 This waiver and release shall pertain only to Claims arising under Proposition 65 or  
25 Business & Professions Code §17200 *et seq.*, related to the Northern Tool Releasees alleged  
26 failure to warn about exposures to the Listed Chemicals produced by any of the Products.  
27  
28

1 It is specifically understood and agreed that Northern Tool's compliance with the terms of  
2 this Release resolves all issues and liability, now and in the future, concerning the Northern  
3 Tool Releasees' past and present compliance with the requirements of Proposition 65 or  
4 Business and Professions Code §17200 *et seq.*, as to the Products.

5           **4.2 DiPirro's Release of "Downstream Persons."** In further consideration of  
6 the promises and agreements herein contained, and for the payments to be made pursuant  
7 to Section 3, Michael DiPirro, on behalf of himself, his agents, representatives, attorneys,  
8 and/or assignees, and in the interest of the general public on whose behalf this action was  
9 brought, further waives all rights to institute any form of legal action and releases all  
10 Claims, as defined above, against each distributor, wholesaler, auctioneer, retailer, dealer,  
11 customer, owner, operator, purchaser, lessor, lessee, renter, or user of the Products, or any  
12 of their respective parent companies, divisions, subdivisions, subsidiaries (and the  
13 predecessors, successors and assigns of any of them) and their respective officers, directors,  
14 shareholders, partners, attorneys, representatives, agents, employees (collectively,  
15 "Downstream Persons"). This waiver and release shall pertain only to Claims arising under  
16 Proposition 65 or Business & Professions Code §17200 *et seq.*, related to the Downstream  
17 Persons' alleged failure to warn about exposures to the Listed Chemicals produced by any  
18 of the Products. It is specifically understood and agreed that this Consent Judgment  
19 resolves all issues and liability, now and in the future, concerning the Downstream Persons'  
20 compliance with the requirements of Proposition 65 or Business & Professions Code  
21 §17200, *et seq.*, as to the Products.  
22  
23  
24

25           **4.3 Northern Tool's Release of Michael DiPirro.** Northern Tool waives all  
26 rights to institute any form of legal action against Michael DiPirro, and his attorneys or  
27 representatives, for all actions taken or statements made, on or before the court approval of  
28 this Consent Judgment, by Michael DiPirro and his attorneys or representatives, in the

1 course of seeking enforcement of Proposition 65 or Business & Professions Code §17200, et  
2 seq. against Northern Tool.

3  
4 **5. NORTHERN TOOL SALES DATA.** Northern Tool understands that the sales data  
5 provided to counsel for DiPirro by Northern Tool was a material factor upon which DiPirro  
6 has relied to determine the amount of payments made pursuant to Health & Safety Code  
7 §25249.7(b) in this Agreement. To the best of Northern Tool's knowledge, the sales data  
8 provided is true and accurate. In the event that DiPirro discovers facts that demonstrate to  
9 a reasonable degree of certainty that the sales data is materially inaccurate, the parties shall  
10 meet in a good faith attempt to resolve the matter within ten (10) days of Northern Tool's  
11 receipt of notice from DiPirro of his intent to challenge the accuracy of the sales data.  
12

13  
14 **6. COURT APPROVAL.** If this Consent Judgment is not approved and entered by the  
15 Court within sixty (60) days of the Effective Date, it shall be deemed null and void as of the  
16 sixty-first (61) day after the Effective Date and cannot be used in any proceeding.  
17

18  
19 **7. SEVERABILITY.** In the event that any of the provisions of this consent Judgment  
20 are held by a court to be unenforceable, the validity of the enforceable provision remaining  
21 shall not be adversely affected.  
22

23  
24 **8. ATTORNEY'S FEES.** In the event that a dispute arises with respect to any  
25 provision(s) of the Consent Judgment (including, but not limited to, disputes arising from  
26 the late payments provisions in Sections 3.1 and 3.2), the prevailing party shall be entitled  
27 to recover costs and reasonable attorneys' fees.  
28

1 **9. GOVERNING LAW.** The terms of this Consent Judgment shall be governed by the  
2 laws of the State of California. In the event that Proposition 65 is repealed or is other wise  
3 rendered inapplicable by reason of law generally, or as to the Products specifically,  
4 Northern Tool shall have no further obligations pursuant to this Consent Judgment with  
5 respect to, and to the extent that, those Products are so affected.  
6

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

11  
12 If to DiPirro: Gregory M. Sheffer, Esq.  
13 Sheffer & Chanler LLP  
14 4400 Keller Avenue, Suite 200  
Oakland, CA 94605-4229

15 If to Northern Tool: Al Kotula, Vice President  
16 Northern Tool & Equipment Co.  
17 2800 Southcross Dr. West  
Burnsville, MN 55306-1592

18 With a copy to: E. Patrick Ellisen, Esq.  
19 Oppenheimer Wolff & Donnelly LLP  
20 1400 Page Mill Road  
Palo Alto, CA 94304

21  
22 Either party, from time to time, may specify a change of address or facsimile  
23 number to which all notices and other communications shall be sent.  
24

25 **11. NO ADMISSIONS.** Nothing in this Consent Judgment shall constitute or be  
26 construed as an admission by Northern Tool of any fact, finding, conclusion, issue of law,  
27 or violation of law, nor shall compliance with this Consent Judgment constitute or be  
28

1 construed as an admission by Northern Tool of any fact, finding, conclusion, issue of issue  
2 of law, or violation of law, such being specifically denied by Northern Tool. Northern Tool  
3 reserves all of its rights and defenses with regard to any claim by any party under  
4 Proposition 65 or otherwise. However, this Paragraph shall not diminish or otherwise  
5 affect Northern Tool's obligations, responsibilities and duties under this Consent Judgment.  
6  
7

8 **12. ENTIRE AGREEMENT; MODIFICATION.** This Consent Judgment constitutes  
9 the entire agreement between the parties relating to the rights and obligations herein  
10 granted and assumed, and supersedes all prior agreements and understandings between  
11 the parties. This Consent Judgment may be modified only upon the written agreement of  
12 the parties or upon motion to the Court.  
13

14 **13. COUNTERPARTS; FACSIMILE SIGNATURES.** This Consent Judgment may be  
15 executed in counterparts and by facsimile, each of which shall be deemed an original, and  
16 all of which, when taken together, shall constitute one and the same document.  
17  
18

19 **14. COMPLIANCE WITH REPORTING REQUIREMENTS (HEALTH & SAFETY**  
20 **CODE §25249.7(f)).** The parties agree to comply with the reporting form requirements  
21 referenced in Health & Safety Code §25249.7(f). DiPirro represents that his counsel will  
22 send a copy of this Agreement to the California Attorney General's Office on the Effective  
23 Date. Pursuant to the new regulations promulgated under Health & Safety Code  
24 §25249.7(f), DiPirro shall present this Consent Judgment to the Alameda County Superior  
25 Court thirty (30) days later, thereby allowing the Attorney General to serve any comments  
26 to this Consent Judgment prior to the end of the thirty (30)-day period.  
27  
28

1  
2 15. **AUTHORIZATION.** The undersigned are authorized to execute this Consent  
3 Judgment on behalf of their respective parties and have read, understood and agree to all of  
4 the terms and conditions of this Consent Judgment.  
5

6  
7 **AGREED TO:**

8 Date: 11/6/02

9  
10   
11 Plaintiff Michael DiPirro

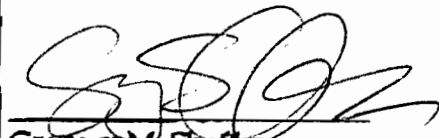
**AGREED TO:**

Date: \_\_\_\_\_

Defendant Northern Tool Group, Inc.

12  
13 **AGREED AS TO FORM:**

14 Date: Nov 7 2002

15  
16   
17 Gregory M. Sheffer  
18 Attorneys for Plaintiff  
Michael DiPirro

**AGREED AS TO FORM:**

Date: \_\_\_\_\_

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E. Patrick Ellisen, Esq.  
Attorneys for Defendant  
Northern Tool & Equipment Co.

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15. **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 AS TO FORM:**  
Date: \_\_\_\_\_

\_\_\_\_\_  
Gregory M. Sheffer  
Attorneys for Plaintiff  
Michael DiPirro

**AGREED TO:**  
Date: 11/4/02  
Sh. C. Kohl, V.P.  
Northern Tool & Equipment  
Defendant Northern Tool Group, Inc.

**AGREED AS TO FORM:**  
Date: \_\_\_\_\_

\_\_\_\_\_  
B. Patrick Ellisen, Esq.  
Attorneys for Defendant  
Northern Tool & Equipment Co.



15. **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:

AGREED TO:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Plaintiff Michael DiPirro

Defendant Northern Tool Group, Inc.

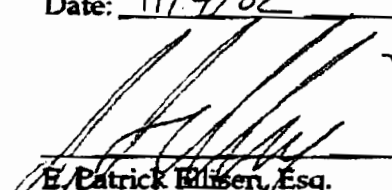
AGREED AS TO FORM:

AGREED AS TO FORM:

Date: \_\_\_\_\_

Date: 11/4/02

Gregory M. Sheffer  
Attorneys for Plaintiff  
Michael DiPirro

  
E. Patrick Hansen, Esq.  
Attorneys for Defendant  
Northern Tool & Equipment Co.

## **EXHIBIT A - NORTHERN TOOL & EQUIPMENT CO.**

### **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.