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4 Attorneys for Defendant
5 PETCO ANIMAL SUPPLIES, INC.;
AQUATRONICS; PETSMART, INC.;
6 and AQUARIUM PRODUCTS

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4400 Keller Avenue, Suite 200
9 Oakland, CA 94605
Tel: (510) 577-0747

10 Attorneys for Plaintiff
11 MICHAEL DIPIRRO

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 IN AND FOR THE COUNTY OF ALAMEDA, HAYWARD BRANCH
14

15 MICHAEL DIPIRRO

16 Plaintiff,

17 v.

18 PETCO ANIMAL SUPPLIES, INC.;
19 AQUATRONICS; PETSMART, INC.;
AQUARIUM PRODUCTS; and DOES 1
20 through 1000,

21 Defendants.
22

No. 01-027807

(Previously Consolidated with Case Nos. 01-
027808, 01-027810, and 01-027812)

[PROPOSED] CONSENT JUDGMENT

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1 This Consent Judgment is entered into by and among Michael DiPirro
2 (“Plaintiff”); Universal Aquarium Systems, Inc., d/b/a Aquatronics (“Aquatronics”), which was
3 sued herein as Aquatronics; Interpet LLC d/b/a Aquarium Products (“Aquarium Products”),
4 which was sued herein as Aquarium Products; Petco Animal Supplies, Inc.; and PETSMART,
5 Inc., as of April 30, 2002 (the “Effective Date”). Aquatronics, Aquarium Products, Petco Animal
6 Supplies, and PETSMART, are collectively referred to herein as the “Defendants.” Aquatronics
7 and Aquarium Products are collectively referred to herein as the “Manufacturers.” The parties
8 agree to the following terms and conditions:

9 **WHEREAS:**

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

13 B. The Manufacturers are companies that currently manufacture, distribute
14 and sell certain aquatic fish treatments and agents that contain formaldehyde (gas), a substance
15 identified by the State of California under Proposition 65 as known to cause cancer.

16 C. A list of the Manufacturers’ respective products containing formaldehyde
17 (gas) (the “Listed Chemical”) and which are covered by this Consent Judgment is provided in
18 Exhibit A (the “Products”). The Products have been distributed and sold by the Manufacturers in
19 California since July 3, 1997.

20 D. On July 3, 2001, Michael DiPirro first served Aquarium Products and
21 public enforcement agencies with a document entitled “60-Day Notice of Violation” which
22 provided Aquarium Products and such public enforcers with notice that Aquarium Products was
23 allegedly in violation of Health & Safety Code § 25249.6 for allegedly failing to warn purchasers
24 that the Products it sells in California expose users to the Listed Chemical.

25 E. On July 13, 2001, Michael DiPirro first served Aquatronics and public
26 enforcement agencies with a document entitled “60-Day Notice of Violation” which provided

1 Aquatronics and such public enforcers with notice that Aquatronics was allegedly in violation of
2 Health & Safety Code § 25249.6 for allegedly failing to warn purchasers that the Products it sells
3 in California expose users to the Listed Chemical.

4 F. On July 13, 2001, Michael DiPirro also served PETsMART and public
5 enforcement agencies with a document entitled "Supplemental 60-Day Notice of Violation"
6 which provided PETsMART and such public enforcers with notice that PETsMART was
7 allegedly in violation of Health & Safety Code § 25249.6 for allegedly failing to warn purchasers
8 that the Products it sells in California expose users to the Listed Chemical.

9 G. On July 13, 2001, Michael DiPirro served Petco Animal Supplies and
10 public enforcement agencies with a document entitled "Supplemental 60-Day Notice of
11 Violation" which provided Petco Animal Supplies and such public enforcers with notice that
12 Petco Animal Supplies was allegedly in violation of Health & Safety Code § 25249.6 for
13 allegedly failing to warn purchasers that the Products it sells in California expose users to the
14 Listed Chemical.

15 H. Michael DiPirro has also served numerous other retailers (the "Noticed
16 Retailers") and public enforcement agencies with documents entitled "60-Day Notices of
17 Violation" notifying the Noticed Retailers that they allegedly are in violation of Health & Safety
18 Code § 25249.6 for allegedly failing to warn purchasers that the Products they sell in California
19 expose users to the Listed Chemical. The Noticed Retailers include: (1) Lee's Pet Club; (2) Pet
20 Club; (3) Discount Pet Food; (4) Swanson's Discount Pet Food, Inc.; (5) Wal-Mart Stores, Inc.;
21 (6) Foster and Smith, Inc.; (7) Grelco Enterprises, Inc.; and (8) Pet Warehouse.

22 I. On October 18, 2001, Michael DiPirro filed a complaint entitled Michael
23 DiPirro v. Aquatronics, et al. in the Alameda County Superior Court, naming Aquatronics as a
24 defendant and alleging violations of Business & Professions Code § 17200 and Health & Safety
25 Code § 25249.6 in the interest of the general public in California who allegedly have been

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1 exposed to the Listed Chemical contained in the Products that Aquatronics manufactures and
2 distributes.

3 J. Also on October 18, 2001, Michael DiPirro filed a complaint entitled
4 Michael DiPirro v. Aquarium Products, et al. in the Alameda County Superior Court, naming
5 Aquarium Products as a defendant and alleging violations of Business & Professions Code
6 § 17200 and Health & Safety Code § 25249.6 in the interest of the general public in California
7 who allegedly have been exposed to the Listed Chemical contained in the Products that Aquarium
8 Products manufactures and distributes.

9 K. Also on October 18, 2001, Michael DiPirro filed a complaint entitled
10 Michael DiPirro v. Petsmart, Inc., et al. in the Alameda County Superior Court, naming
11 PETSMART as a defendant and alleging violations of Business & Professions Code § 17200 and
12 Health & Safety Code § 25249.6 in the interest of the general public in California who allegedly
13 have been exposed to the Listed Chemical contained in the Products that PETSMART distributes.

14 L. Also on October 18, 2001, Michael DiPirro filed a complaint entitled
15 Michael DiPirro v. Petco Animal Supplies, Inc., et al. in the Alameda County Superior Court,
16 naming Petco Animal Supplies as a defendant and alleging violations of Business & Professions
17 Code § 17200 and Health & Safety Code § 25249.6 in the interest of the general public in
18 California who allegedly have been exposed to the Listed Chemical contained in the Products that
19 Petco Animal Supplies distributes.

20 M. No complaint has been filed against any of the Noticed Retailers listed in
21 Paragraph H, above.

22 N. Each of the four complaints filed in this action presents virtually identical
23 questions of both law and fact. Recognizing this, on February 15, 2002, all parties stipulated to
24 consolidate these cases into a single action. The Court ordered these cases consolidated on
25 February 21, 2002, and directed that all further pleadings in any of these actions are to be filed in
26 Action No. 01-027807 and captioned, "Michael DiPirro v. Petco Animal Supplies, et al."

1 O. Execution of this Consent Judgment shall constitute the stipulated
2 agreement of all parties to amend the Plaintiff's Complaint against all Defendants consistent with
3 Title 8 California Code of Regulations, Section 338, to include an allegation that Defendants have
4 violated Proposition 65 with respect to alleged occupational exposures governed by the California
5 State Plan for Occupational Safety and Health. As indicated in Plaintiff's 60-Day Notices of
6 Violation previously delivered to each Defendant and the Attorney General of the State of
7 California, Plaintiff's Amended Complaint shall be deemed to include an allegation that
8 Defendants violated Health & Safety Code § 25249.6 by failing to warn individuals that the
9 Products will expose persons to occupational exposures to the Listed Chemical. All Defendants
10 shall be deemed to have Answered the Plaintiff's Amended Complaint with a general denial of all
11 allegations.

12 P. Pursuant to 8 C.C.R. § 338, within two (2) business days from the date on
13 which all parties have executed this Consent Judgment, Plaintiff shall send a copy of this Consent
14 Judgment to the Office of the Attorney General. The envelope in which the Consent Judgment is
15 transmitted shall state "Hazard Communication Standard/Proposition 65 Supplemental
16 Enforcement Matter."

17 Q. Nothing in this Consent Judgment shall be construed as an admission by
18 any party of any fact, finding, issue of law or violation of law; nor shall compliance with this
19 Consent Judgment constitute or be construed as an admission by any party of any fact, finding,
20 conclusion, issue of law or violation of law. However, this paragraph shall not diminish or
21 otherwise affect the obligations, responsibilities and duties of the Manufacturers under this
22 Consent Judgment.

23 **NOW THEREFORE, MICHAEL DIPIRRO AND THE PARTIES AGREE AS**
24 **FOLLOWS:**

25 1. **Product Warnings.** Beginning on April 15, 2002, the Manufacturers will
26 not knowingly ship, or cause to be shipped, any of their respective Products containing the Listed

1 Chemical for sale in the State of California unless such Products bear one of the following
2 warning statements:

3 **“WARNING: This product contains a chemical known to the State of**
4 **California to cause cancer.”**

5 - OR -

6 **“WARNING: This product contains formaldehyde (gas), a chemical known**
7 **to the State of California to cause cancer.”**

8 The warning statement shall be placed on the product packaging or label
9 with such conspicuousness (as compared with other words, statements, designs or devices on the
10 packaging or label) as to render it likely to be read and understood by an ordinary individual
11 under customary conditions of purchase or use.

12 In accordance with this Consent Judgment, Aquarium Products will
13 provide a warning statement on its product packaging that is substantially similar in size and
14 prominence to that provided as Exhibit B to this Consent Judgment.

15 In accordance with this Consent Judgment, Aquatronics will provide a
16 warning statement on its product packaging that is substantially similar in size and prominence to
17 that provided as Exhibit C to this Consent Judgment.

18 **2. Payment Pursuant To Health & Safety Code § 25249.7(b).** In light of
19 the factors enumerated in Health & Safety Code § 25249.7(b), the Manufacturers shall pay a civil
20 penalty of \$ 12,000 within ten (10) calendar days of the Effective Date. The penalty payment is
21 to be made payable to “Sheffer and Chanler In Trust For Michael DiPirro”. If this Consent
22 Judgment is not approved by the Court, DiPirro will return all funds, with interest thereon at the
23 prevailing federal funds rate (currently set at 1.75%), within ten (10) calendar days of notice of
24 the Court’s decision. Penalty monies shall be apportioned by DiPirro in accordance with Health
25 & Safety Code § 25192, with 75% of these funds remitted to the State of California's Department
26 of Toxic Substances Control.

1 **3. Reimbursement Of Fees And Costs.** The parties acknowledge that,
2 once the injunctive relief provisions and other monetary terms had been resolved, DiPirro and his
3 counsel offered to resolve the issue of reimbursement of attorneys' fees and costs through a
4 noticed motion pursuant to C.C.P. § 1021.5. The Manufacturers then expressed a desire to
5 resolve the fee and cost issue without judicial intervention, so the parties tried to (and did) reach
6 an accord on the compensation due to DiPirro and his counsel under the private attorney general
7 doctrine codified at C.C.P. § 1021.5.

8 The Manufacturers shall reimburse DiPirro and his counsel for their fees and costs
9 incurred as a result of investigating, litigating and negotiating a settlement in the public interest in
10 the amount of \$28,800. The Manufacturers agree to pay this sum within ten (10) calendar days of
11 the Effective Date. If this Consent Judgment is not approved by the Court, DiPirro will return all
12 funds, with interest thereon at the prevailing federal funds rate (currently set at 1.75%), within ten
13 (10) calendar days of notice of the Court's decision. Payment should be made payable to the
14 "Sheffer and Chanler."

15 **3.1 Additional Fees and Costs in Seeking Judicial Approval.** The
16 parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion is
17 required to obtain judicial approval of this Consent Judgment. Accordingly, the parties agree to
18 file a *Joint Motion to Approve the Consent Judgment* within a reasonable period of time
19 after execution of this Consent Judgment. Pursuant to C.C.P. § 1021.5, the Manufacturers agree
20 to reimburse DiPirro and his counsel for their reasonable fees and costs incurred in seeking
21 judicial approval of this Consent Judgment not to exceed \$4,500. In the event that any person or
22 public enforcer (including the California Attorney General's Office) lodges or files an objection
23 to one or more provisions of this Consent Judgment, pursuant to C.C.P. § 1021.5, The
24 Manufacturers agree that the foregoing limit will be increased to \$9,000 in order to allow the
25 parties to respond in a reasonable manner to defend the terms of this Consent Judgment.

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1 In the event that any public enforcer (including the California Attorney
2 General's Office) objects to or otherwise comments on one or more provisions of this Consent
3 Judgment, the parties agree to use their best efforts to support each of the terms of the Consent
4 Judgment, as well as to seek judicial approval of this Consent Judgment.

5 The Manufacturers' payment of DiPirro's legal fees and costs under this paragraph
6 shall be due within ten (10) calendar days after receipt of a billing statement from DiPirro
7 ("Additional Fee Claim"). Payment of the Additional Fee Claim shall be made payable to the
8 "Sheffer and Chanler." The Manufacturers have the right to object to DiPirro's reimbursement
9 request and may submit the resolution of this issue to the American Arbitration Association
10 (AAA) in Northern California to determine the reasonableness of the additional fees and costs
11 sought, provided that an arbitration claim has been filed with AAA and served on DiPirro within
12 thirty (30) calendar days following DiPirro's service of the Additional Fee Claim on the
13 Manufacturers. If an arbitration notice is not filed with AAA in a timely manner, DiPirro may
14 file a motion, pursuant to C.C.P. § 1021.5, with the Court seeking his (and his attorneys') fees and
15 costs incurred as set forth in this paragraph.

16 **4. Michael DiPirro's Release Of The Defendants.** Michael DiPirro, by this
17 Consent Judgment, on behalf of himself, his agents, employees, representatives, attorneys,
18 assigns, in the interest of the general public, and all other private persons or entities potentially
19 having standing under Business and Professions Code § 17204 and/or Proposition 65, waives all
20 rights to institute or participate in, directly or indirectly, any form of legal action, and releases all
21 claims, liabilities, obligations, losses, costs, expenses, fines, damages, penalties, restitution,
22 mitigation, or other remedies against the Defendants, and each of them, and their distributors,
23 customers, retailers, directors, officers, employees, parent companies, subsidiaries, licensors,
24 heirs, attorneys, successors and assigns, whether under Proposition 65 or the Business &
25 Professions Code § 17200 et seq. based on the Defendants' alleged failure to provide clear and
26 reasonable warning about consumer, occupational, and environmental exposures to the Listed

1 Chemical contained in any of the respective Products they manufactured, produced, packaged,
2 distributed, or sold to California consumers before the date this Consent Judgment is approved by
3 the Court.

4 **5. The Defendants' Release Of Michael DiPirro.** The Defendants, by this Consent
5 Judgment, waive all rights to institute any form of legal action against Michael DiPirro and his
6 attorneys or representatives, for all actions or statements made by Michael DiPirro, and his
7 attorneys or representatives, in the course of seeking enforcement of Proposition 65 or Business
8 & Professions Code § 17200 against the Defendants with respect to the Products.

9 **6. Discovery Stay.** Plaintiff agrees that while this Consent Judgment is
10 pending before the Court, Plaintiff will not propound discovery or otherwise litigate this action.
11 Moreover, Plaintiff agrees that he will not file complaints against any additional retailers,
12 including the Noticed Retailers, for allegedly exposing consumers to the Listed Chemical without
13 a warning through sale of the Products.

14 **7. Court Approval.** As to the Products, this Consent Judgment is a full, final
15 and binding resolution between the Plaintiff, acting on behalf of the public interest pursuant to
16 Health and Safety Code § 25249.7(d) and the general public pursuant to Business and Professions
17 Code § 17204, on the one hand, and each Defendant, on the other hand, of any violation of
18 Proposition 65 and/or the Unfair Competition Act, of all claims made or which could have been
19 made in the Notice and/or the Complaint, and of any other statutory, regulatory or common law
20 claim that could have been asserted against such Defendant and/or its affiliates (as such term is
21 defined by U.S. Securities Regulations), subsidiaries, parent companies, divisions, successors,
22 assigns, distributors, retailers, and/or customers for failure to provide clear, reasonable, and
23 lawful warnings of exposure to the Listed Chemical contained in or otherwise associated with the
24 Products manufactured, packaged, produced, sold or distributed by, for, or on behalf of such
25 Defendant. As to the Products, compliance with the terms of this Consent Judgment resolves any
26 issue, now and in the future, concerning compliance by such Defendant and/or its affiliates,

1 subsidiaries, parent companies, divisions, successors, and assigns with the requirements of
2 Proposition 65 and the Unfair Competition Act with respect to the Products. If, for any reason,
3 this Consent Judgment is not ultimately approved by the Court, this Consent Judgment shall be
4 deemed null and void.

5 **8. The Manufacturers' Sales Data.** Each Manufacturer understands that
6 the sales data that such Manufacturer provided to counsel for DiPirro was a material factor upon
7 which DiPirro has relied to determine the amount of payments made pursuant to Health & Safety
8 Code § 25249.7(b) in this Consent Judgment. To the best of each Manufacturer's knowledge, the
9 sales data provided is true and accurate. In the event that DiPirro discovers facts which
10 demonstrate to a reasonable degree of certainty that the sales data provided by a specific
11 manufacturer is materially inaccurate, counsel for DiPirro and the affected Manufacturer shall
12 meet in a good faith attempt to resolve the matter within ten (10) days of the Manufacturer's
13 receipt of notice from DiPirro of his intent to challenge the accuracy of the sales data. If this
14 good faith attempt fails to resolve DiPirro's concerns, DiPirro shall have the right within ninety
15 (90) days from the good faith meeting to notify the Manufacturer of his intent to rescind the
16 Consent Judgment with respect to the specific Manufacturer and re-institute an enforcement
17 action against that Manufacturer, provided that all sums paid by the Manufacturer pursuant to
18 paragraphs 2 and 3 are returned to that Manufacturer within ten (10) days from the date on which
19 DiPirro notifies the Manufacturer of his intent to rescind this Consent Judgment with respect to
20 the specific Manufacturer. In such case, all applicable statutes of limitation shall be deemed
21 tolled for the period between the date DiPirro filed the instant action and the date DiPirro notifies
22 the Manufacturer that he is rescinding this Consent Judgment with respect to the specific
23 Manufacturer, pursuant to this Paragraph, provided that, in no event shall any statute of
24 limitations be tolled beyond one (1) year from the effective date of this Consent Judgment. In the
25 event that DiPirro fails to notify the Manufacturer of his intent to rescind this Consent Judgment

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1 with respect to the specific Manufacturer within ninety (90) days from the date of the good faith
2 meeting, then DiPirro will be deemed to have waived all rights to rescind this Consent Judgment.

3 **9. Future Product Characterization and Change to Warning**

4 **Requirement.** Each Manufacturer acknowledges that DiPirro alleges that its respective Products,
5 through their customary use or application, are likely to produce formaldehyde gas, a substance
6 identified by the State of California under Proposition 65 to cause cancer and/or birth defects.

7 In the event that a Manufacturer obtains analytical, risk assessment or other data
8 (“Exposure Data”) that shows an exposure to the Listed Chemical from the Products poses “no
9 significant risk” as that standard is applied and defined under Health & Safety Code
10 § 25249.10(c), and the Manufacturer wishes to eliminate the warnings required by Section 1 of
11 this Consent Judgment, then the affected Manufacturer shall provide DiPirro with ninety (90)
12 days’ prior written notice of its intent to not provide the warning required by Section 1 of this
13 Consent Judgment based on the Exposure Data and shall provide DiPirro with all such supporting
14 Exposure Data.

15 Within thirty (30) days of receipt of a Manufacturer’s Exposure Data, DiPirro shall
16 provide that Manufacturer with written notice of his intent to challenge the Exposure Data (in the
17 event that he chooses to make such a challenge). If DiPirro fails to provide the Manufacturer
18 written notice of his intent to challenge the Exposure Data within thirty (30) days of receipt of the
19 Manufacturer’s notice and the Exposure Data, then: (a) DiPirro shall waive all rights to challenge
20 the Exposure Data; (b) the Manufacturer shall be entitled to eliminate the warning required by
21 Section 1 of this Consent Judgment with respect to those Product(s) to which the Exposure Data
22 applies; and (c) DiPirro, on behalf of himself, his agents, representatives, attorneys, and assigns,
23 and on behalf of all other private persons or entities potentially having standing under Health and
24 Safety Code § 25249.7(d) and/or Business & Professions Code § 17204, waives all rights to
25 institute or participate in, directly or indirectly, any form of legal action, and releases all claims,
26 liabilities, obligations, losses, costs, expenses, fines and damages, against the Defendants and

1 their distributors, customers, retailers, directors, officers, employees, parent companies,
2 subsidiaries, successors and assigns, whether under Proposition 65 or the Business & Professions
3 Code § 17200 et seq., based on the Defendants' future sale of the relevant Product(s) without a
4 warning of the potential exposure to the Listed Chemical contained in such Product(s).

5 If DiPirro timely notifies the Manufacturer of his intent to challenge the Exposure
6 Data, that Manufacturer (a) may stop its efforts to eliminate the warnings upon notice to DiPirro
7 with no further liability or obligations or (b) shall negotiate with DiPirro in good faith for a period
8 not to exceed thirty (30) days following receipt of DiPirro's notice to attempt to reach a
9 settlement of this issue. If a settlement is not reached, DiPirro and the Manufacturer agree to
10 submit such challenge to the Superior Court for determination, pursuant to the court's continuing
11 jurisdiction of this matter under C.C.P. § 664.6 and this Consent Judgment. The prevailing party
12 shall be entitled to reasonable attorneys' fees and costs associated with bringing or defending a
13 motion brought under this paragraph to the Court for determination. If the Court determines that
14 no warning is required for a particular Product(s), the affected Manufacturer shall no longer be
15 required to provide the warning set forth in Section 1 of this Consent Judgment for such
16 Product(s). Nothing in this Paragraph shall be construed to require Plaintiff to return any
17 payments made under this Consent Judgment.

18 This Paragraph shall become effective one (1) year from the Effective Date of this
19 Consent Judgment.

20 **10. Severability.** In the event that any of the provisions of this Consent
21 Judgment are held by a court to be unenforceable, the validity of the enforceable provisions shall
22 not be adversely affected.

23 **11. Attorney's Fees.** In the event that a dispute arises with respect to any
24 provision(s) of this Consent Judgment (including, but not limited to, disputes arising from the
25 payments provisions in paragraphs 2 and 3), the prevailing party shall be entitled to recover costs
26 and reasonable attorneys' fees, including any action brought pursuant to paragraph 3.1 herein.

1 **12. Governing Law.** The terms of this Consent Judgment shall be governed
2 by the laws of the State of California. In the event that Proposition 65 is repealed or otherwise
3 rendered inapplicable by reason of law generally, or as to the specific Products, the Defendants
4 shall have no further obligations pursuant to this Consent Judgment.

5 **13. Integration Clause.** This Consent Judgment constitutes the entire
6 agreement between the parties relating to the rights, obligations, and releases herein granted and
7 assumed, and supersedes all prior agreements and understandings between the parties. This
8 Consent Judgment may be modified only upon the written agreement of the parties or upon
9 motion to the Court.

10 **14. Notices.** All notices or correspondence to be given pursuant to this
11 Consent Judgment shall be in writing and shall be personally delivered, or sent by first-class,
12 registered, certified mail, overnight courier, and/or facsimile transmission (with presentation of
13 facsimile transmission confirmation) addressed to the Parties as follows. Notices or
14 correspondence to Michael DiPirro shall be mailed to:

15 Gregory M. Sheffer, State Bar No. 173124
16 Clifford A. Chanler, State Bar No. 135534
17 SHEFFER & CHANLER
18 4400 Keller Avenue, Suite 200
 Oakland, CA 94605
 Tel: (510) 577-0747

19 Notices or correspondence to the Defendants shall be mailed to:

20 Trenton H. Norris, Esq.
21 McCutchen, Doyle, Brown & Enersen, LLP
22 Three Embarcadero Center
 San Francisco, CA 94111-4067
 (415) 393-2000

23 and

24 Director of Risk Management
25 PETCO Animal Supplies, Inc.
26 9125 Rehco Road
 San Diego, CA 92121
 (858) 784-3458

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and

Karen Mourad, Esq.
Senior Counsel
PETsMART, Inc.
19601 North 27th Avenue
Phoenix, AZ 85027
(623) 580-6103

Any notice given a Party under this Section shall be deemed effective three days after the date of mailing or on the date of delivery by a private courier service or facsimile if the delivery is on a business day or otherwise on the next business day. Either party may change the name and/or address of its designated representative for receipt of notices by providing written notice to the other parties' currently designated representatives.

15. Compliance With Reporting Requirements (Health & Safety Code

§ 25249.7(f)). The parties acknowledge that the reporting provisions of Health & Safety Code § 25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall comply with that section by submitting the required reporting form to, and serving a copy of this Consent Judgment on, the California Attorney General's Office when noticing the Motion to Approve hearing. Counsel for DiPirro shall submit the Consent Judgment to the Court in accordance with the requirements of Health & Safety Code § 25249.7(f) and its implementing regulations, thereby allowing the Attorney General to serve any comments to this Consent Judgment prior to the end of the review period.

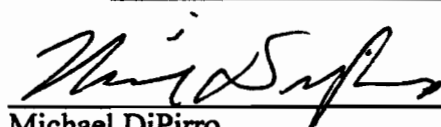
16. Counterparts and Facsimile. This Consent Judgment may be executed in

counterparts and facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

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

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AGREED TO:
DATE: 5/02/02


Michael DiPirro
PLAINTIFF

AGREED TO:
DATE: _____

Petco Animal Supplies, Inc.,
DEFENDANT

AGREED TO:
DATE: _____

Universal Aquarium Systems, Inc., d/b/a
Aquatronics
DEFENDANT

AGREED TO:
DATE: _____

PETsMART, Inc.
DEFENDANT

AGREED TO:
DATE: _____

Interpet LLC d/b/a Aquarium Products
DEFENDANT

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

5 **AGREED TO:**

6 DATE: _____
7
8 _____
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Michael DiPirro
PLAINTIFF

AGREED TO:

DATE: May 7, 2002


Petco Animal Supplies, Inc.,
DEFENDANT

10 **AGREED TO:**

11 DATE: _____
12
13 _____

14 Universal Aquarium Systems, Inc., d/b/a
15 Aquatronics
DEFENDANT

16 **AGREED TO:**

17 DATE: _____
18
19 _____

20 PETS[®]MART, Inc.
DEFENDANT

21 **AGREED TO:**

22 DATE: _____
23
24 _____

25 Interpet LLC d/b/a Aquarium Products
DEFENDANT
26

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

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5 **AGREED TO:**

AGREED TO:

6 DATE: _____

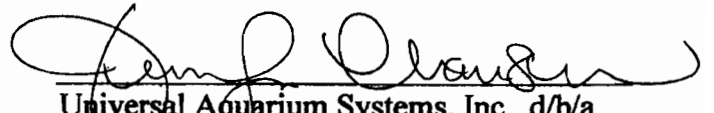
DATE: _____

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8 _____
9 Michael DiPirro
PLAINTIFF

Petco Animal Supplies, Inc.,
DEFENDANT

10 **AGREED TO:**

11 DATE: 5/2/2002

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13 
14 Universal Aquarium Systems, Inc., d/b/a
Aquatronics
15 DEFENDANT

16 **AGREED TO:**

17 DATE: _____

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19 _____
20 PETS^MMART, Inc.
DEFENDANT

21 **AGREED TO:**

22 DATE: _____

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25 Interpet LLC d/b/a Aquarium Products
DEFENDANT

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

5 **AGREED TO:**

AGREED TO:

6 DATE: _____

DATE: _____

7
8 _____
9 Michael DiPirro
PLAINTIFF

Petco Animal Supplies, Inc.,
DEFENDANT

10 **AGREED TO:**

11 DATE: _____

12
13 _____
14 Universal Aquarium Systems, Inc., d/b/a
Aquatronics
15 DEFENDANT

16 **AGREED TO:**

17 DATE: 5/6/02

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19 
20 _____
PETSMART, Inc.
DEFENDANT

21 **AGREED TO:**

22 DATE: _____

23
24 _____
25 Interpet LLC d/b/a Aquarium Products
DEFENDANT

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

4
5 **AGREED TO:**

AGREED TO:

6 DATE: _____

DATE: _____

7
8 _____
9 Michael DiPirro
PLAINTIFF

_____ Petco Animal Supplies, Inc.,
DEFENDANT

10 **AGREED TO:**

11 DATE: _____

12
13 _____
14 Universal Aquarium Systems, Inc., d/b/a
15 Aquatronics
DEFENDANT

16 **AGREED TO:**

17 DATE: _____

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19 _____
20 PETS MART, Inc.
DEFENDANT

21 **AGREED TO:**

22 DATE: 5/2/02

23
24 _____
25 Interpet LLC d/b/a Aquarium Products
DEFENDANT

26

1 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

2

3 DATE: 5/2/02

DATE: _____

4

5 Clifford A. Chanler /s/

6 Clifford A. Chanler
7 Attorneys for Plaintiff
8 MICHAEL DIPIRRO

Trenton H. Norris
Attorneys for Defendants
PETCO ANIMAL SUPPLIES, INC.,
UNIVERSAL AQUARIUM SYSTEMS,
INC., d/b/a AQUATRONICS, PETSMART,
INC., and INTERPET LLC d/b/a/
AQUARIUM PRODUCTS

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

DATE: _____

DATE: 4/30/02

Clifford A. Chanler
Attorneys for Plaintiff
MICHAEL DIPIRRO

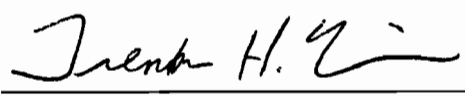

Trenton H. Norris
Attorneys for Defendants
PETCO ANIMAL SUPPLIES, INC.,
UNIVERSAL AQUARIUM SYSTEMS,
INC., d/b/a AQUATRONICS, PETSMART,
INC., and INTERPET LLC d/b/a/
AQUARIUM PRODUCTS

EXHIBIT A
- PRODUCT LIST -

- 1
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Aquarium Products:

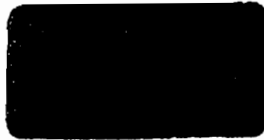
- Quick Cure
- Formalin

Aquatronics:

- Formalite III
- Formalite II
- Formalite
- Amochlor
- Paraform

EXHIBIT B

**A Quick Cure for "ICK"
and LYMPHOCYSTIS**



A new concept in the quick
treatment of the Tropical Fish
Diseases—Ichthyophthirius
Lymphocystis, etc.

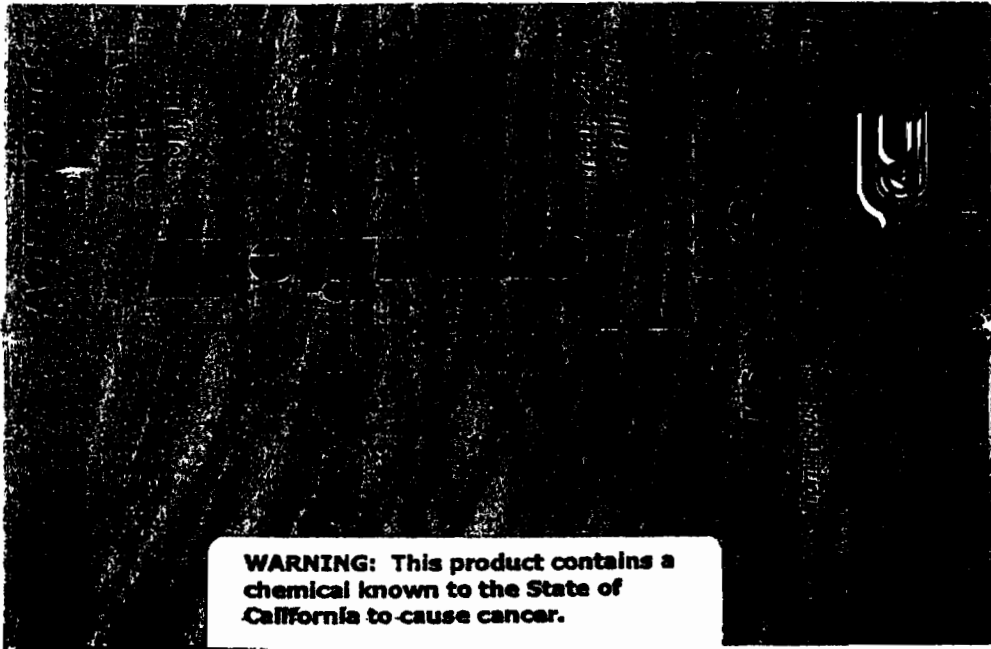
**WARNING: This product contains a chemical
known to the State of California to cause cancer.**

3/4 FL. OZ. (22ml.)



Glen Burnie, Md. 21061

EXHIBIT C



**WARNING: This product contains a
chemical known to the State of
California to-cause cancer.**

