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11 Attorneys for Defendant
ADAMS APPLE DISTRIBUTING, L.P.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 IN AND FOR THE COUNTY OF ALAMEDA, HAYWARD BRANCH

16 MICHAEL DIPIRRO,) No. 02-046321
17)
18 Plaintiff,)
19 v.) CONSENT JUDGMENT
20 ACE HARDWARE CORPORATION; ADAMS)
21 APPLE DISTRIBUTING, L.P.;)
22 ANGELO BROTHERS COMPANY;)
23 BARNETT, INC.; BARNETT BRASS &)
24 COPPER, INC.; BIG LOTS, INC.;)
25 BULBRITE INDUSTRIES; COLEMAN)
26 CABLE SYSTEMS, INC.; EAST WEST)
27 DISTRIBUTING CO.; GENERAL)
28 ELECTRIC COMPANY; HOME DEPOT,)
INC.; et al.)
Defendants.)

1 This Consent Judgment ("Agreement" or "Consent Judgment") is
2 entered into by and between Michael DiPirro and Adams Apple
3 Distributing, L.P., a Delaware limited partnership (hereafter
4 "ADAMS APPLE"), as of June 28, 2002 (the "Effective Date"). The
5 parties agree to the following terms and conditions:

6 **WHEREAS:**

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

12 B. DiPirro alleges that ADAMS APPLE is a company that
13 is the importer and seller of certain light bulbs, with one or
14 more solder points on the base, that contain lead (or lead
15 compounds), substances known to the State of California to cause
16 cancer and birth defects (or other reproductive harm);

17 C. A description of ADAMS APPLE products with one or
18 more solder points on the base that contain lead (or lead
19 compounds) (the "Listed Chemical") as alleged by Michael DiPirro,
20 and which are covered by this Agreement, is provided in Exhibit A
21 (all such ADAMS APPLE products to be collectively referred to
22 hereinafter as the "Products");

23 D. On December 31, 2001, Michael DiPirro first served
24 ADAMS APPLE and other public enforcement agencies with a document
25 entitled "60-Day Notice of Violation" that provided ADAMS APPLE
26 and such public enforcers with notice that ADAMS APPLE was
27 allegedly in violation of Health & Safety Code §25249.6 for
28

1 failing to warn purchasers that certain of the Products sold in
2 California expose users to the Listed Chemical; and

3 E. On April 4, 2002, Michael DiPirro filed a
4 complaint entitled Michael DiPirro v. Ace Hardware Corporation,
5 et al. in the Alameda County Superior Court (Hayward Branch, Case
6 No. 02-046321), naming ADAMS APPLE as a defendant and alleging
7 violations of Business & Professions Code §17200 and §17500, as
8 well as Health & Safety Code §25249.6, on behalf of individuals
9 in California who allegedly have been exposed to one or more
10 chemicals, listed pursuant to Proposition 65, contained in
11 certain products that ADAMS APPLE sells.

12 F. On May 29, 2002, ADAMS APPLE filed an answer
13 generally denying the allegations of the complaint and asserting
14 various separate affirmative defenses.

15 G. Nothing in this Agreement shall be construed as an
16 admission by ADAMS APPLE of any fact, finding, issue of law or
17 violation of law, nor shall compliance with this Agreement
18 constitute or be construed as an admission by ADAMS APPLE of any
19 fact, finding, conclusion, issue of law or violation of law.
20 However, this paragraph shall not diminish or otherwise affect
21 the obligations, responsibilities, and duties of ADAMS APPLE
22 under this Agreement.

23 **NOW THEREFORE, MICHAEL DIPIRRO and ADAMS APPLE AGREE AS FOLLOWS:**

24 **1.0 Lead Health Warning**

25 In the interest of the public health, products that cause
26 consumers to become exposed to lead (or lead compounds) and, as
27 such, may place such consumers at risk of cancer and/or
28 reproductive harm, should bear the following warning statement:

1 **WARNING: This light bulb/lighting product has one or more**
2 **soldered electrical connection points on its base**
3 **that contain LEAD (or lead compounds). LEAD is a**
4 **chemical known to the State of California to cause**
5 **cancer and birth defects (or other reproductive**
6 **harm.) Please take steps to minimize handling of**
7 **the base of this product. Please do not place the**
8 **base of the bulb in mouth.**

9 This warning language shall hereinafter be referred to as the
10 "Warning Statement".

11 Notwithstanding the foregoing, the parties to this
12 Agreement acknowledge that, prior to the Effective Date, ADAMS
13 APPLE, on its own initiative, had already purchased and begun
14 placing warning stickers on Products in the stream of commerce.
15 These stickers read as follows:

16 **WARNING: This light bulb/lighting product has one or more**
17 **soldered electrical connection points on its base**
18 **which may contain LEAD (or lead compounds). LEAD**
19 **is a chemical known to the State of California to**
20 **cause cancer, birth defects or other reproductive**
21 **harm. Please do not ingest soldered electrical**
22 **connections, and take steps to minimize dermal**
23 **contact.**

24 The parties hereby agree that ADAMS APPLE may continue to use the
25 previously prepared stickers until ADAMS APPLE'S inventory of
26 such stickers is exhausted; provided, however, that in no event
27 shall ADAMS APPLE use the previously prepared stickers on any
28 Products shipped for sale in California after the 75th day
following the Court's approval of this Consent Judgment.

29 **1.1 Interim Health Safety Efforts**

30 In an attempt to ensure that all Products already in the
31 stream of commerce contain the requisite health hazard warnings
32 at the point of sale, ADAMS APPLE agrees, within 30 days of the
33 Effective Date, to provide counsel for plaintiff with a signed

1 and sworn declaration of an officer of ADAMS APPLE confirming
2 that ADAMS APPLE has communicated with each of its California
3 retailers that have purchased for resale any of the Products over
4 the past two years or have any inventory of any Products and
5 contacted the appropriate person at each such retailer to ensure
6 that Warning Statements for the Products are transmitted to the
7 public and either: (a) included a sufficient number of Warning
8 Statement stickers in conjunction with the communication and
9 required that they be placed on any and all Products still on the
10 retailers' sales floors or otherwise in each retail customers'
11 inventory; or (b) offered each retailer the option of returning
12 any remaining retail inventory of Products to ADAMS APPLE for a
13 credit against future purchases; or (c) detailed a plan requiring
14 such retail outlets to destroy any and all of such Product
15 remaining on the retailer customers' sales floors or otherwise in
16 retail customers' inventory.

17 **1.2 Product Warnings**

18 Beginning immediately after the Effective Date of this
19 Agreement, ADAMS APPLE shall use best efforts to revise the
20 product packaging and retail store displays to ensure that all of
21 the Products or their packaging, for all Products ordered after
22 the Effective Date, shall bear the Warning Statement.

23 In no event shall ADAMS APPLE offer any of the Products for
24 sale in California after the date which is thirty days following
25 the Effective Date unless such Products are reformulated to
26 eliminate the presence of lead or bear the Warning Statement.
27 The Warning Statement may be placed: (a) on a product label
28 attached to the product itself; (b) on the packaging in which the

1 product is offered for sale and purchased by the consumer; or (c)
2 on a store sign sufficiently near each Product's point of sale so
3 that it is likely to be read by an ordinary individual under
4 customary conditions of purchase for the Products. For purposes
5 of this Consent Judgment, a warning sticker placed on product
6 packaging that is not available to the consumer before purchase,
7 or on product packaging that does not accompany the Products when
8 purchased, is not reasonably calculated to transmit the requisite
9 warning and, thus, may not be used to comply with this paragraph.

10 **1.3 Lead-Free Component Commitment**

11 As part of its commitment to promote the public health,
12 ADAMS APPLE agrees, over the next 12 months from the Effective
13 Date, to use its best efforts to specify, or cause the
14 specification of, lead-free solder (solder containing 0.1% lead
15 or less by weight), whenever such materials are used in the
16 Products to be sold by ADAMS APPLE in the state of California.
17 Notwithstanding the foregoing, the parties to this Agreement
18 appreciate the unique status of ADAMS APPLE as an importer of
19 novelty products with limited control over the manufacturers of,
20 or the manufacturing process for, the Products. In this context
21 only, "best efforts" shall mean, to the extent ADAMS APPLE has
22 the ability to specify the materials used in the Products sold by
23 ADAMS APPLE in California, it will take diligent efforts to use
24 the lowest percentage lead materials reasonably available and
25 will conform to the best practices for importers of novelty
26 lighting products now available and which shall come available in
27 the future in the countries in which the Products are
28 manufactured.

1 **1.4 Exposure Exemption**

2 Notwithstanding any other provision of this Agreement, no
3 warning for exposure to lead shall or need be provided by ADAMS
4 APPLE for: (1) any Product containing 0.1 percent lead or less
5 (by weight) in each material used on the perimeter or other
6 surface area of the Product; or (2) any Product that yields a
7 result of less than .5 micrograms (ugs) of lead by a ghost wipe
8 test conducted on all of the metal portions of the perimeter or
9 other surface area of the Product, performed as outlined in NIOSH
10 method of detection 9100.

11 **2.0 Payment Pursuant To Health & Safety Code**

12 **§25249.7(b)**. Pursuant to Health & Safety Code §25249.7(b), ADAMS
13 APPLE shall pay a civil penalty of \$25,000 (twenty five thousand
14 dollars), to be made in three payments (1) \$5,000 within five
15 days of the Effective Date; (2) \$12,000 on October 15, 2002; and
16 (3) \$8,000 on July 15, 2003.

17 Mr. DiPirro agrees to waive the second payment, and
18 ADAMS APPLE shall not be required to make the second payment, if
19 ADAMS APPLE certifies to plaintiff, by declaration of an officer
20 or director, no later than October 10, 2002, that it has complied
21 with the provisions of Section 1.1 and Section 1.2. Mr. DiPirro
22 agrees to waive the third payment, and ADAMS APPLE shall not be
23 required to make the third payment, if ADAMS APPLE certifies to
24 the plaintiff, by declaration of an officer or director, no later
25 than July 10, 2003, that it has either (1) caused the Products to
26 be redesigned or reformulated so that, pursuant to Section 1.4,
27 no warning is necessary on any Products ordered after January 1,
28 2003 for California retail distribution; or (2) permanently

1 ceased the California distribution of any Products (containing
2 the Listed Chemical) since December 1, 2002, and confirmed that,
3 since December 1, 2002, each ADAMS APPLE California retail
4 customer has, in fact, either placed the required warning on all
5 Products (as detailed in Section 1.0), returned its inventory of
6 Products or destroyed any inventory of Products on which a
7 warning was not placed.

8 The penalty payment is to be made payable to "Sheffer &
9 Chanler In Trust For Michael DiPirro". If the Consent Judgment
10 is not approved by the Court, DiPirro will return all funds, with
11 interest thereon at 3% per annum, within five (5) calendar days
12 of notice of the Court's decision. All penalty monies shall be
13 apportioned by DiPirro in accordance with Health & Safety Code
14 §25192, with 75% of these funds remitted to the State of
15 California's Department of Toxic Substances Control.

16 **3.0 Reimbursement Of Fees And Costs.** The parties
17 acknowledge that DiPirro and his counsel offered to resolve this
18 dispute without reaching terms on the amount of fees and costs to
19 be reimbursed to them, thereby leaving this fee issue to be
20 resolved after the material terms of the agreement had been
21 settled. ADAMS APPLE then expressed a desire to resolve the fee
22 and cost issue shortly after the other settlement terms had been
23 finalized. The parties then attempted to (and did) reach an
24 accord on the compensation due to DiPirro and his counsel under
25 the private attorney general doctrine codified at C.C.P. §1021.5
26 for all work performed through the Effective Date of the
27 Agreement.

1 Under the private attorney general doctrine codified at
2 C.C.P. §1021.5, ADAMS APPLE shall reimburse DiPirro and his
3 counsel for his fees and costs, incurred as a result of
4 investigating, bringing this matter to ADAMS APPLE's attention,
5 litigating and negotiating a settlement in the public interest.
6 ADAMS APPLE shall pay DiPirro and his counsel \$18,500 except as
7 provided for in Sections 3.1 through 3.6 below, for all
8 attorneys' fees, expert and investigation fees, and litigation
9 costs, within five days of the Effective Date. Payment should be
10 made payable to "Sheffer & Chanler". If the Consent Judgment is
11 not approved by the Court, DiPirro and Sheffer & Chanler will
12 return all funds, with interest thereon at 3% per annum, within
13 five (5) calendar days of notice of the Court's decision.

14 **3.1 Additional Fees and Costs in Seeking Judicial**
15 **Approval.** The parties acknowledge that, pursuant to recent
16 interpretations of Health & Safety Code §25249.7, a noticed
17 motion is required to obtain judicial approval of this Agreement.
18 Accordingly, the parties agree to use their best efforts to file
19 a *Joint Motion to Approve the Agreement* within a reasonable
20 period of time after execution of this Agreement. In this regard,
21 ADAMS APPLE agrees to submit a draft *Joint Motion to Approve the*
22 *Agreement* (minus plaintiff counsel's declarations) to plaintiff's
23 counsel within fourteen (14) calendar days of the Effective Date.

24 Pursuant to C.C.P. §1021.5, ADAMS APPLE agrees to reimburse
25 DiPirro and his counsel for their reasonable fees and costs
26 incurred in seeking judicial approval of this Agreement, to the
27 extent described in Sections 3.2 through 3.6.

28

1 **3.2** If no opposition to the motion to approve (nor
2 objection to the terms of the Agreement) is filed or otherwise
3 transmitted by any third party, ADAMS APPLE agrees to reimburse
4 DiPirro under Section 3.1, for additional reasonable fees and
5 costs in an amount not to exceed \$2,000.

6 **3.3** In the event that any third party, including any
7 public enforcer, objects or otherwise comments to one or more
8 provisions of this Agreement, ADAMS APPLE agrees to use its best
9 efforts to support each of the terms of the Agreement, as well as
10 to seek judicial approval of this Agreement.

11 **3.4** In the event that such an objection or opposition
12 is transmitted or filed by any third party, ADAMS APPLE agrees to
13 reimburse DiPirro under Section 3.1, in addition to any
14 reasonable fees and costs due under Section 3.2, for his
15 additional reasonable attorneys' fees and costs incurred in
16 securing approval of this Consent Judgment in an amount not to
17 exceed \$5,000.

18 **3.5** In the event that defending this Agreement from
19 such objection or opposition from any third party requires a
20 declaration from an expert, then ADAMS APPLE agrees to reimburse
21 DiPirro, in addition to any attorney's fees and costs under
22 Section 3.2 or 3.4, for such expert's reasonable fees and costs
23 in an amount not to exceed \$2,000.

24 **3.6** ADAMS APPLE's payment of DiPirro's legal fees and
25 costs pursuant to Sections 3.1 through 3.5 shall be due within
26 ten (10) calendar days after receipt of a billing statement from
27 DiPirro ("Additional Fee Claim"). Payment of the Additional Fee
28 Claim shall be made payable to the "Sheffer & Chanler." ADAMS

1 APPLE has the right to object to DiPirro's reimbursement request
2 and may submit the resolution of this issue to the American
3 Arbitration Association (AAA) in Northern California to determine
4 the reasonableness of the additional fees and costs sought. Any
5 arbitration claim on this issue of reimbursement for the
6 Additional Fee Claim must be filed with AAA and served on DiPirro
7 within ten (10) calendar days following DiPirro's service of the
8 Additional Fee Claim on ADAMS APPLE. If an arbitration notice is
9 not filed with AAA in a timely manner, ADAMS APPLE's right to
10 arbitrate this matter is waived. DiPirro may then file a motion,
11 pursuant to C.C.P. §1021.5, with the Court seeking his (and his
12 attorneys') fees and costs incurred as set forth in this
13 paragraph.

14 **4. Michael DiPirro's Release Of ADAMS APPLE And Its**
15 **Retailers, Including URBAN OUTFITTERS.** Michael DiPirro, by this
16 Agreement, on behalf of himself, his agents, representatives,
17 attorneys, assigns, and in the interest of the general public,
18 waives all rights to institute or participate in, directly or
19 indirectly, any form of legal action, and releases all claims,
20 liabilities, obligations, losses, costs, expenses, fines,
21 penalties, fees, and damages, restitution, injunction, and any
22 other form of relief, whether legal or equitable, against ADAMS
23 APPLE and its directors, officers, employees, agents, parents,
24 subsidiaries, successors, assigns, distributors and retailers,
25 including, but not limited to, Urban Outfitters, Inc., a
26 Pennsylvania corporation ("URBAN OUTFITTERS"), whether under
27 Proposition 65 or the Business & Profession Code §17200 or
28 §17500, et seq. based on their alleged failure to warn about

1 exposure to the Listed Chemical contained in any of the Products,
2 including the risk of carcinogenicity and reproductive toxicity.
3 This Agreement is a full, final, and binding resolution between
4 DiPirro, on behalf of himself and in the interest of the general
5 public, and ADAMS APPLE of any violation of Proposition 65,
6 Business & Professions Code §17200 or §17500, et seq., or any
7 other claim that could have been asserted based on alleged
8 failure to warn for exposure to lead in the Products or other
9 facts alleged in the Complaint. The parties intend that
10 compliance with this Agreement shall resolve any issue now, in
11 the past, or in the future concerning compliance of the Products'
12 at issue with Proposition 65 in the past, present, and future.
13 In addition, DiPirro, on behalf of himself, his attorneys, and
14 his agents, waives all rights to institute any form of legal
15 action against ADAMS APPLE and URBAN OUTFITTERS, insofar as such
16 legal action relates to the importation, distribution, sale or
17 use of the Products, and their attorneys or representatives, for
18 all actions or statements made by ADAMS APPLE and URBAN
19 OUTFITTERS, and their attorneys or representatives, in the course
20 of responding to alleged violations of Proposition 65 or Business
21 & Profession Code §17200 or §17500 by ADAMS APPLE and URBAN
22 OUTFITTERS. Provided, however, that DiPirro shall remain free to
23 institute any form of legal action to enforce the provisions of
24 this Consent Judgment.

25 **5. ADAMS APPLE'S Release Of Michael DiPirro.** ADAMS
26 APPLE, by this Agreement, waives all rights to institute any form
27 of legal action against Michael DiPirro and his attorneys or
28 representatives, for all actions or statements made by Michael

1 DiPirro or his attorneys or representatives, in the course of
2 seeking enforcement of Proposition 65 or Business & Profession
3 Code §17200 or §17500 against ADAMS APPLE in this litigation.
4 Provided, however, that ADAMS APPLE shall remain free to
5 institute any form of legal action to enforce the provisions of
6 this Consent Judgment.

7 **6. Dismissal Of URBAN OUTFITTERS.** In return for the
8 promises and consideration set forth herein, within five (5) days
9 of Court approval of this Consent Judgment, Michael DiPirro shall
10 file a dismissal with prejudice with a mutual waiver of costs in
11 favor of ADAMS APPLE'S retailer, URBAN OUTFITTERS. Through the
12 promise of dismissal, URBAN OUTFITTERS also waives all rights to
13 institute any form of legal action against Michael DiPirro and
14 his attorneys or representatives, for all actions or statements
15 made by Michael DiPirro or his attorneys or representatives, in
16 the course of seeking enforcement of Proposition 65 or Business &
17 Profession Code §17200 or §17500 against URBAN OUTFITTERS in this
18 litigation.

19 **7. Court Approval.** If, for any reason, this Consent
20 Judgment is not ultimately approved by the Court, this Agreement
21 shall be deemed null and void. Moreover, if, for any reason,
22 this Consent Judgment is not ultimately approved by the Court,
23 any dismissal of a defendant entered pursuant to this Consent
24 Judgment shall be vacated.

25 **8. ADAMS APPLE Sales Data.** ADAMS APPLE understands
26 that the sales data it provided was a material factor upon which
27 DiPirro has relied to determine the amount of payments made
28 pursuant to Health & Safety Code §25249.7(b) in this Agreement.

1 To the best of ADAMS APPLE's knowledge, the sales data provided
2 is true and accurate. In the event that DiPirro discovers facts
3 that demonstrate to a reasonable degree of certainty that the
4 sales data is materially inaccurate, the parties shall meet in a
5 good faith attempt to resolve the matter within ten (10) days of
6 ADAMS APPLE's receipt of notice from DiPirro of his intent to
7 challenge the accuracy of the sales data. If this good faith
8 attempt fails to resolve DiPirro's concerns, DiPirro shall have
9 the right to re-institute an enforcement action against ADAMS
10 APPLE, for those additional Products, based upon any existing 60-
11 Day Notices of violation served on ADAMS APPLE. In such case,
12 all applicable statutes of limitation shall be deemed tolled for
13 the period between the date DiPirro filed the instant action and
14 the date DiPirro notifies ADAMS APPLE that he is re-instituting
15 the action for the additional Products. Provided, however, that
16 ADAMS APPLE shall have no additional liability, and DiPirro
17 waives any claims that might otherwise be asserted, from the
18 Effective Date until the date that DiPirro provides notice under
19 this Section 7, so long as ADAMS APPLE has complied with the
20 requirements of Section 2 for all of the Products, including
21 those numbers of Products additionally discovered.

22 **9. Severability.** In the event that any of the
23 provisions of this Agreement are held by a court to be
24 unenforceable, the validity of the enforceable provisions shall
25 not be adversely affected.

26 **10. Attorneys' Fees.** In the event that a dispute
27 arises among the parties to this Agreement with respect to any
28 provision(s) of this Agreement (including, but not limited to,

1 disputes arising from payments to be made under this Agreement),
2 reasonable attorneys' fees incurred from the resolution of such
3 dispute shall be available to the prevailing party. This
4 provision, however, shall not apply to the procedure set forth in
5 Sections 3.1 through 3.6, which are to be governed by the
6 principles of C.C.P. § 1021.5.

7 **11. Governing Law.** The terms of this Agreement shall
8 be governed by the laws of the State of California.

9 **12. Notices.** All correspondence to Michael DiPirro
10 shall be mailed to:

11 Gregory M. Sheffer, Esq.
12 Sheffer & Chanler
13 4400 Keller Ave., Suite 200
14 Oakland, CA 94605

15 All correspondence to ADAMS APPLE shall be mailed to:

16 Charles S. Bergen, Esq.
17 Christine M. Guidubaldi, Esq.
18 GRIPPO & ELDEN
19 227 West Monroe Street, Suite 3600
20 Chicago, IL 60606

21 **13. Compliance With Reporting Requirements (Health &**
22 **Safety Code §25249.7(f)).** The parties acknowledge that the
23 reporting provisions of Health & Safety Code § 25249.7(f) apply
24 to this Consent Judgment. Counsel for DiPirro shall comply with
25 that section by submitting the required reporting form to, and
26 serving a copy of this Consent Judgment on, the California
27 Attorney General's Office when noticing the Motion to Approve
28 hearing, if one is required by law. 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

1 to serve any comments to this Consent Judgment prior to the end
2 of the review period.

3 **14. Counterparts and Facsimile.** This Agreement may be
4 executed in counterparts and facsimile, each of which shall be
5 deemed an original, and all of which, when taken together, shall
6 constitute one and the same document.

7 **15. Authorization.** The undersigned are authorized to
8 execute this Agreement on behalf of their respective parties and
9 have read, understood and agree to all of the terms and
10 conditions of this Agreement.

11
12 **AGREED TO:**

13 DATE: July 2, 2002

14 
15 _____
16 MICHAEL DIPIRRO
17 PLAINTIFF

AGREED TO:

ADAMS APPLE DISTRIBUTING, L.P.
DEFENDANT

By: _____

Its: _____

Date: _____

URBAN OUTFITTERS, INC.
DEFENDANT

(As to Sections 4 and 6 only)

By: _____

Its: _____

Date: _____

1 to serve any comments to this Consent Judgment prior to the end
2 of the review period.

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10 conditions of this Agreement.

11
12 AGREED TO:

AGREED TO:

13 DATE: _____

ADAMS APPLE DISTRIBUTING, L.P.
DEFENDANT

14
15 _____
16 MICHAEL DIPIRRO
PLAINTIFF

By: [Signature]

Its: Exec VP

Date: June 27, 2002

18 URBAN OUTFITTERS, INC.
19 DEFENDANT

20 (As to Sections 4 and 6 only)

21 By: _____

22 Its: _____

23 Date: _____

1 to serve any comments to this Consent Judgment prior to the end
2 of the review period.

3 14. Counterparts and Facsimile. This Agreement may be
4 executed in counterparts and facsimile, each of which shall be
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10 conditions of this Agreement.

12 AGREED TO:

AGREED TO:

13 DATE: _____
14

ADAMS APPLE DISTRIBUTING, L.P.
DEFENDANT

15 _____
16 MICHAEL DIPIRRO
PLAINTIFF

By: _____

Its: _____

Date: _____

19 URBAN OUTFITTERS, INC.
DEFENDANT

20 (As to Sections 4 and 6 only)

21 By: John A. Brady

22 Its: General Counsel

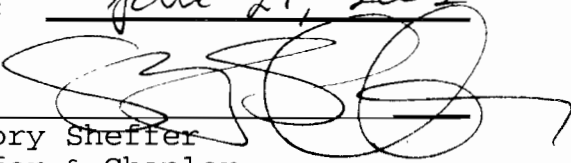
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APPROVED AS TO FORM:

DATE:

June 27, 2002



Gregory Sheffer
Sheffer & Chanler
Attorneys for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:

DATE: _____

Christine Guidubaldi
Grippe & Elden
Attorneys for Defendants
ADAMS APPLE DISTRIBUTING, L.P.
and URBAN OUTFITTERS, INC.

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APPROVED AS TO FORM:

DATE: _____

Gregory Sheffer
Sheffer & Chanler
Attorneys for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:

DATE: 6/27/02

C. Guidubaldi
Christine Guidubaldi
Grippe & Elden
Attorneys for Defendants
ADAMS APPLE DISTRIBUTING, L.P.
and URBAN OUTFITTERS, INC.

EXHIBIT A

All light bulbs/novelty lighting products (including, but not limited to, all colored lights, blacklights, strobe lights, other novelty lighting products and conventional light bulbs) sold for resale by ADAMS APPLE with one or more solder points on the base that contain lead (or lead compounds).