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10 P.O. Box 2084  
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13 Attorneys for Defendant  
Hobbico, Inc., dba Great Planes  
14 Model Distributors

15 SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA

16 MICHAEL DiPIRRO,

17 Plaintiff,

18 vs.

19 HOBBICO et. al.,

20 Defendants.  
21

No. H218174-3

**CONSENT JUDGMENT**

22 **1. INTRODUCTION:**

23 1.1 Michael DiPirro ("DiPirro") is an individual residing in San  
24 Francisco, California, who seeks to promote awareness of exposures to toxic  
25 chemicals and improve human health by reducing or eliminating hazardous  
26 substances contained in consumer and industrial products.

27 1.2 For purposes of this Consent Judgment, the term "Hobbico"  
28 shall mean Hobbico, Inc., an Illinois corporation (on behalf of itself and its divisions,

1 including, but not limited to, Great Planes Model Distributors and Tower Hobbies)  
2 (hereafter collectively referred to as "Hobbico").

3 1.3 Since February 13, 1997, Hobbico has distributed and sold in  
4 the State of California certain iron cleaner products containing toluene and fuel  
5 products containing nitromethane (hereafter referred to as the "Products" that  
6 Plaintiff contends contain or whose customary use and application is likely to  
7 produce fumes, gases or exhaust which contain chemicals listed pursuant to the  
8 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety  
9 Code §§25249.5 *et seq.*, also known as Proposition 65 including, but not limited  
10 to, toluene and nitromethane (the "Listed Chemicals").

11 1.4 On November 24, 2000, Michael DiPirro first served Hobbico  
12 and other public enforcement agencies with a document entitled "60-Day Notice of  
13 Violation" which provided Hobbico and such public enforcers with notice that  
14 Hobbico was allegedly in violation of Health & Safety Code §25249.6 for failing to  
15 warn purchasers that certain products it sells in California expose users to one or  
16 more Proposition 65-Listed Chemicals.

17 1.5 On February 13, 2001, Michael DiPirro filed a complaint entitled  
18 Michael DiPirro v. Hobbico, et al. in the Alameda County Superior Court, naming  
19 Hobbico as a defendant and alleging violations of Business & Professions Code  
20 §17200 and Health & Safety Code §25249.6 on behalf of individuals in California  
21 who allegedly have been exposed to one or more of the Listed Chemicals contained  
22 in certain Hobbico products. Hobbico filed and served its answer to that complaint.

23 1.6 Hobbico denies the material factual and legal allegations  
24 contained in Michael DiPirro's above mentioned 60-Day Notice of Violation and  
25 Complaint and maintains that all products distributed or sold by Hobbico in  
26 California including, but not limited to, the Products, have been and are in  
27 compliance with all laws.

28 1.7 Nothing in this Consent Judgment shall be construed as an

1 admission by Hobbico of any fact, finding, issue of law, or violation of law, nor shall  
 2 compliance with this Consent Judgment constitute or be construed as an admission  
 3 by Hobbico of any fact, finding, conclusion, issue of law or violation of law.  
 4 However, this paragraph shall not diminish or otherwise affect the obligations,  
 5 responsibilities and duties of Hobbico under this Agreement.

6 1.8 For purposes of this Consent Judgment, the term "Effective  
 7 Date" shall mean September 9, 2001.

8

9 **2. PRODUCT WARNINGS**

10 2.1. Hobbico shall not, after September 30, 2001, knowingly  
 11 distribute or sell in the state of California any Products that contain or whose  
 12 customary use and application produce fumes, gases or exhaust that contain  
 13 toluene or nitromethane unless such Products comply with the warning  
 14 requirements set forth in Sections 2.2, 2.3 and 2.4 below.

15 2.2 Products which contain toluene shall bear the following warning:

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

19 or

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

22 2.3 Products which contain nitromethane shall bear the following  
 23 warning:

24 **"WARNING: This product contains nitromethane, a  
 25 chemical known to the State of California to cause cancer.";**

26 or

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

28 2.4 The warnings referenced in Sections 2.2-2.3 shall be

1 prominently placed on or near the Products at the point of sale with such  
2 conspicuousness, as compared with other words, statements, designs or devices in  
3 proximity of the location of the Products on the store shelf or on the label, by way  
4 of adhesive sticker or otherwise printed on the label, as to render it likely to be read  
5 and understood by an ordinary individual under customary conditions of purchase.

6           2.5 Hobbico acknowledges that each of the Products contains  
7 toluene or nitromethane and Michael DiPirro alleges that the customary use or  
8 application of the Products is likely to expose users to toluene or nitromethane. In  
9 the event that Hobbico obtains analytical, risk assessment or other data ("Exposure  
10 Data") that shows an exposure to any or all Products poses "no significant risk" or  
11 will have "no observable effect," as each such standard is applicable and as each is  
12 defined under Health & Safety Code §25249.10(c) and Hobbico seeks to limit or  
13 eliminate any of the warning provisions required under this Consent Judgment, then  
14 Hobbico shall provide DiPirro with ninety (90) days prior written notice of its intent  
15 to limit or eliminate the warning provisions under this Consent Judgment based on  
16 the Exposure Data and shall provide DiPirro with all such supporting Exposure Data.  
17 Within ninety (90) days of receipt of Hobbico's Exposure Data, DiPirro shall provide  
18 Hobbico with written notice of his intent to challenge the Exposure Data (in the  
19 event that he chooses to make such a challenge). If DiPirro fails to provide Hobbico  
20 written notice of his intent to challenge the Exposure Data within ninety (90) days  
21 of receipt of Hobbico's notice and the Exposure Data, DiPirro shall waive all rights  
22 to challenge the Exposure Data, and Hobbico shall be entitled to limit or eliminate  
23 the warning provisions required under this Consent Judgment with respect to those  
24 Product(s) to which the Exposure Data applies. If DiPirro timely notifies Hobbico of  
25 his intent to challenge the Exposure Data, DiPirro and Hobbico (a) may stop its  
26 efforts to eliminate the warnings upon notice to DiPirro with no further liability or  
27 obligations or (b) shall negotiate in good faith for a period not to exceed thirty (30)  
28 days following receipt of Hobbico's notice to attempt to reach a settlement of this

2  
1 issue. If a settlement is not reached, DiPirro and Hobbico agree to submit such  
2 challenge to the superior court for determination, pursuant to the court's continuing  
3 jurisdiction of this matter under C.C.P. §664.6 and this Consent Judgment. The  
4 prevailing party shall be entitled to reasonable attorneys' fees and costs associated  
5 with bringing a motion brought under this paragraph to the court for determination.  
6 Should Hobbico so request, DiPirro shall not unreasonably withhold his consent to  
7 modifying or eliminating the warning program set forth in Sections 2.2-2.4 herein to  
8 make it consistent with the warning program applicable to other nitromethane fuel  
9 products substantially similar to the nitromethane Products.

10  
11 **3. MONETARY PAYMENTS**

12 **3.1 Payment Pursuant To Health & Safety Code §25249.7(b).**

13 Pursuant to Health & Safety Code §25249.7(b), Hobbico shall pay a civil penalty of  
14 \$2,200. The payment of \$2,200 shall be paid within five (5) calendar days of the  
15 Effective Date and shall be held in trust by DiPirro's counsel until the Alameda  
16 County Superior Court approves and enters the Consent Judgment. The penalty  
17 payment is to be made payable to "Chanler Law Group In Trust For Michael  
18 DiPirro".

19 **3.2** Any penalty monies received shall be apportioned by DiPirro in  
20 accordance with Health & Safety Code §25192, with 75% of these funds remitted  
21 to the State of California's Department of Toxic Substances Control. DiPirro shall  
22 bear all responsibility for apportioning and paying to the State of California the  
23 appropriate civil penalties paid in accordance with this paragraph. In the event this  
24 Consent Judgment is not entered, any payment made pursuant to this Section shall  
25 be returned to Hobbico, with interest thereon at a rate of six percent (6%) per  
26 annum, within five (5) calendar days of receipt of notice of the Court's rejection of  
27 this proposed Consent Judgment.

28 **3.3** Hobbico understands that the payment schedule as stated in this

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

8  
9 **4. REIMBURSEMENT OF FEES AND COSTS**

10 **4.1 Reimbursement Of Fees And Costs.** The parties acknowledge  
11 that DiPirro offered to resolve the dispute without reaching terms on the amount of  
12 fees and costs to be reimbursed, thereby leaving this open issue to be resolved after  
13 the material terms of the agreement had been reached, and the matter settled.  
14 Hobbico then expressed a desire to resolve the fee and cost issue concurrently with  
15 other settlement terms, so the parties tried to reach an accord on the compensation  
16 due to DiPirro and his counsel under the private attorney general doctrine codified at  
17 C.C.P. §1021.5.

18 **4.2** Hobbico shall reimburse DiPirro and his counsel for his fees and  
19 costs, incurred as a result of investigating, bringing this matter to Hobbico's  
20 attention, litigating and negotiating a settlement in the public interest. Hobbico  
21 shall pay \$15,800 for all attorneys' fees, expert and investigation fees, and  
22 litigation costs. Hobbico agrees to pay the total sum of \$15,800 within five (5)  
23 calendar days of the Effective Date. Such sum shall be held in trust by DiPirro's  
24 counsel until the Alameda County Superior Court approves and enters the Consent  
25 Judgment. If the Consent Judgment is not approved by the Court, DiPirro will  
26 return all funds, with interest thereon at a rate of six percent (6%) per annum,  
27 within ten (10) calendar days of notice of the Court's decision. Payment should be  
28 made payable to the "Chanler Law Group".

1           **4.3** Hobbico understands that the payment schedule as stated in this  
 2 Consent Judgment is a material factor upon which DiPirro and his counsel have  
 3 relied in entering into this Consent Judgment. Hobbico agrees that all payments will  
 4 be made in a timely manner in accordance with the payment due dates. Hobbico  
 5 will be given a five (5) calendar day grace period from the date payment is due.  
 6 Hobbico agrees to pay Michael DiPirro and his counsel a \$250 per calendar day fee  
 7 for each day the payment is received after the grace period ends. For purposes of  
 8 this paragraph, each new day (requiring an additional \$250 payment) will begin at 5  
 9 p.m. (PST).

10           **4.4 Additional Contingent Fees and Costs.** In the event that the  
 11 California Attorney General's Office, pursuant to 11 CCR 3000 *et seq*, serves  
 12 objections to this Consent Judgment on either of the parties, such that it requires  
 13 DiPirro to incur additional legal fees or costs relating to this Consent Judgment,  
 14 Hobbico shall reimburse DiPirro for reasonable fees and costs incurred by DiPirro  
 15 and his counsel in excess of \$1,500 from the date of receipt of the Attorney  
 16 General's objections. Such additional legal fees or costs relating to this Consent  
 17 Judgment include, but are not limited to: further editing and finalizing of the  
 18 Consent Judgment; corresponding with opposing counsel; retention of experts; and  
 19 presenting of the Consent Judgment (or any modifications thereof) to the Attorney  
 20 General for further comment.

21           DiPirro agrees to document all fees and costs incurred from the date of  
 22 receipt of the Attorney General's objections through the date of court approval of  
 23 the Consent Judgment. Prior to receiving such documentation, Hobbico agrees to  
 24 enter into a letter agreement in which the parties agree that, by transmitting such  
 25 information, no privilege will be waived by DiPirro or his counsel.

26           Such additional reimbursement of legal fees and costs shall be due within  
 27 ten (10) calendar days after receipt by Hobbico of both notice of Court approval of  
 28 the Consent Judgment and final billing statement from DiPirro. Hobbico has the

1 right to object to such reimbursement. If Hobbico does object, it shall notify  
2 DiPirro's counsel in writing within five (5) calendar days of its receipt of both the  
3 notice of the Court's approval of the Consent Judgment and DiPirro's billing  
4 statement. The parties shall meet and confer in good faith to resolve the dispute.  
5 If the dispute is not resolved within twenty-one (21) calendar days, either party may  
6 submit the dispute to the Court, pursuant to the Court's continuing jurisdiction to  
7 implement the terms of this Consent Judgment. The parties may also agree to  
8 resolve the dispute through mediation, arbitration or other neutral third party dispute  
9 resolution proceeding.

10  
11 **5. RELEASE OF ALL CLAIMS**

12 **5.1 Michael DiPirro's Release Of Hobbico.** In further consideration of the  
13 promises and agreements herein contained, and for the payments to be made  
14 pursuant to Sections 3 and 4, Michael DiPirro, on behalf of himself, his agents,  
15 representatives, attorneys, and/or assignees, and in the interest of the general  
16 public, hereby waives all rights to institute or participate in, directly or indirectly,  
17 any form of legal action and releases all claims, including, without limitation, all  
18 actions, causes of action, in law or in equity, suits, liabilities, demands, obligations,  
19 damages, costs, fines, penalties, losses or expenses (including investigation fees,  
20 expert fees and attorneys' fees and other costs, other than those stated herein) of  
21 any nature whatsoever, whether known or unknown, fixed or contingent  
22 (collectively, "Claims"), against Hobbico and any of its parent companies, divisions,  
23 subdivisions, subsidiaries (and the predecessors, successors and assigns of any of  
24 them), and its respective officers, directors, attorneys, representatives,  
25 shareholders, partners, agents, and employees (collectively, "Hobbico Releasees").  
26 This waiver and release shall pertain only to Claims arising under Proposition 65 or  
27 Business & Professions Code §17200 *et seq.*, related to the Hobbico Releasees  
28 alleged failure to warn about exposures on or before the Effective Date to certain



1 Listed Chemicals contained in or produced by the customary use of any of the  
2 Products. It is specifically understood and agreed that Hobbico's compliance with  
3 the terms of this Release resolves all issues and liability, now and in the future,  
4 concerning the Hobbico Releasees' compliance with the requirements of Proposition  
5 65 or Business and Professions Code §17200 *et seq.*, as to the Products.

6 **5.2. DiPirro's Release of "Downstream Persons."** In further  
7 consideration of the promises and agreements herein contained, and for the  
8 payments to be made pursuant to Sections 3 and 4, Michael DiPirro, on behalf of  
9 himself, his agents, representatives, attorneys, and/or assignees, and in the interest  
10 of the general public, further waives all rights to institute any form of legal action  
11 and releases all Claims, as defined above, against each distributor, wholesaler,  
12 auctioneer, retailer, dealer, customer, owner, operator, purchaser, lessor, lessee,  
13 renter, or user of the Products, or any of their respective parent, divisions,  
14 subdivisions, subsidiaries (and the predecessors, successors and assigns of any of  
15 them) and their respective officers, directors, shareholders, partners, attorneys,  
16 representatives, agents, employees (collectively, "Downstream Persons"). This  
17 waiver and release shall pertain only to Claims arising under Proposition 65 or  
18 Business & Professions Code §17200 *et seq.*, related to the Downstream Persons'  
19 alleged failure to warn about exposures on or before the Effective Date to the Listed  
20 Chemicals contained in any of the Products. It is specifically understood and agreed  
21 that this Consent Judgment resolves all issues and liability, now and in the future,  
22 concerning the Downstream Persons' compliance with the requirements of  
23 Proposition 65 or Business & Professions Code §17200, *et seq.*, as to the Products.

24 **5.3. Hobbico's Release of Michael DiPirro.** Hobbico waives all rights  
25 to institute any form of legal action against Michael DiPirro, and his attorneys or  
26 representatives, for all actions taken or statements made on or before the Effective  
27 Date by Michael DiPirro and his attorneys or representatives, in the course of  
28 seeking enforcement of Proposition 65 or Business & Professions Code §17200, *et*

1 seq. against Hobbico.

2

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

21

22 **7. COURT APPROVAL.** If this Consent Judgment is not approved and entered by  
23 the Court within 120 days of the Effective Date, it shall be deemed null and void as  
24 of the one hundred twenty-first (121st) day after the Effective Date and cannot be  
25 used in any proceeding.

26

27 **8. SEVERABILITY.** In the event that any of the provisions of this Consent  
28 Judgment are held by a court to be unenforceable, the validity of the enforceable

1 provisions remaining shall not be adversely affected.

2

3 **9. ATTORNEY'S FEES.** In the event that a dispute arises with respect to any  
4 provision(s) of this Consent Judgment (including, but not limited to, disputes arising  
5 from the payments provisions in Sections 3 and 4), the prevailing party shall be  
6 entitled to recover costs and reasonable attorneys' fees.

7

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

13

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

19

20 If to DiPirro: Jennifer Henry or David Bush  
21 Bush & Henry  
22 4400 Keller Ave., Suite 200  
Oakland, CA 94605  
(510) 577-0747

23

24 If to Hobbico, Inc.: Judy Thurmon  
25 Hobbico, Inc.  
26 P.O. Box 9021  
Champagne, IL 61826-9021  
(Fax) 217-398-0008

26

27 With a copy to: John E. Dittoe  
28 Crosby, Heafey, Roach & May  
1999 Harrison Street  
P.O. Box 2084

1  
2 Either party, from time to time, may specify a change of address or facsimile  
3 number to which all notices and other communications shall be sent.  
4

5 **12. NO ADMISSIONS:** Nothing in this Consent Judgment shall constitute or be  
6 construed as an admission by Hobbico of any fact, finding, conclusion, issue of law,  
7 or violation of law, nor shall compliance with this Consent Judgment constitute or  
8 be construed as an admission by Hobbico of any fact, finding, conclusion, issue of  
9 issue of law, or violation of law, such being specifically denied by Hobbico.  
10 Hobbico reserves all of its rights and defenses with regard to any claim by any party  
11 under Proposition 65 or otherwise. However, this Paragraph shall not diminish or  
12 otherwise affect Hobbico's obligations, responsibilities and duties under this  
13 Consent Judgment.  
14

15 **13. ENTIRE AGREEMENT; MODIFICATION:** This Consent Judgment constitutes  
16 the entire agreement between the parties relating to the rights and obligations  
17 herein granted and assumed, and supersedes all prior agreements and  
18 understandings between the parties. This Consent Judgment may be modified only  
19 upon the written agreement of the parties and upon entry of a modified or amended  
20 Consent Judgment by the Court, or upon motion by any party as provided by law  
21 and upon entry of an amended Consent Judgment by the court.  
22

23 **14. COUNTERPARTS; FACSIMILE SIGNATURES:** This Consent Judgment may be  
24 executed in counterparts and by facsimile, each of which shall be deemed an  
25 original, and all of which, when taken together, shall constitute one and the same  
26 document.  
27  
28

2  
1 **15. COMPLIANCE WITH REPORTING REQUIREMENTS (HEALTH & SAFETY CODE**

2 **§25249.7(f))**. The parties acknowledge that the reporting provisions of Health &  
3 Safety Code §25249.7(f) apply to this Consent Judgment. Counsel for DiPirro shall  
4 comply with that section by submitting the required reporting form to, and serving a  
5 copy of this Consent Judgment on the California Attorney General's Office within  
6 two business days after the parties execute this Consent Judgment. Following the  
7 expiration of the Attorney General's thirty day review period, counsel for DiPirro  
8 shall submit the Consent Judgment to the Court in accordance with the  
9 requirements of Health & safety Code Section 25249.7(f) and its implementing  
10 regulations, unless the parties cannot agree that all of the Attorney General's  
11 objections, if any, cannot be reasonably cured.

12  
13 **16. AUTHORIZATION.** The undersigned are authorized to execute this Consent  
14 Judgment on behalf of their respective parties and have read, understood and agree  
15 to all of the terms and conditions of this Consent Judgment.

16  
17 **AGREED TO:**

18 DATE: 9/17/01

19   
20 \_\_\_\_\_  
Plaintiff Michael DiPirro

**AGREED TO:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Defendant Hobbico, Inc.

21  
22 **APPROVED AS TO FORM:**

23 DATE: 9/18/01

24   
25 \_\_\_\_\_  
David Bush  
26 Attorneys for Plaintiff Michael DiPirro

**APPROVED AS TO FORM:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
John E. Dittoe  
Attorneys for Defendant Hobbico, Inc.

1 document.

2  
3 **15. COMPLIANCE WITH REPORTING REQUIREMENTS (HEALTH & SAFETY**

4 **CODE §25249.7(f)**. The parties acknowledge that the reporting provisions of  
5 Health & Safety Code §25249.7(f) apply to this Consent Judgment. Counsel for  
6 DiPirro shall comply with that section by submitting the required reporting form to,  
7 and serving a copy of this Consent Judgment on the California Attorney General's  
8 Office within two business days after the parties execute this Consent Judgment.  
9 Following the expiration of the Attorney General's thirty day review period, counsel  
10 for DiPirro shall submit the Consent Judgment to the Court in accordance with the  
11 requirements of Health & safety Code Section 25249.7(f) and its implementing  
12 regulations, unless the parties cannot agree that all of the Attorney General's  
13 objections, if any, cannot be reasonably cured.

14  
15 **16. AUTHORIZATION.** The undersigned are authorized to execute this Consent  
16 Judgment on behalf of their respective parties and have read, understood and agree  
17 to all of the terms and conditions of this Consent Judgment.

18  
19 **AGREED TO:**

20 DATE: \_\_\_\_\_

21  
22 \_\_\_\_\_  
23 Plaintiff Michael DiPirro

24 **APPROVED AS TO FORM:**

25 DATE: \_\_\_\_\_

26  
27 \_\_\_\_\_  
28 David Bush  
Attorneys for Plaintiff Michael DiPirro

**AGREED TO:**

DATE: 9-14-2001

William K. Markland  
\_\_\_\_\_  
Defendant Hobbico, Inc.

**APPROVED AS TO FORM:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
John E. Dittoe  
Attorneys for Defendant Hobbico, Inc.

1 document.

2

3 **15. COMPLIANCE WITH REPORTING REQUIREMENTS (HEALTH & SAFETY**

4 **CODE §25249.7(f)**. The parties acknowledge that the reporting provisions of  
5 Health & Safety Code §25249.7(f) apply to this Consent Judgment. Counsel for  
6 DiPirro shall comply with that section by submitting the required reporting form to,  
7 and serving a copy of this Consent Judgment on the California Attorney General's  
8 Office within two business days after the parties execute this Consent Judgment.  
9 Following the expiration of the Attorney General's thirty day review period, counsel  
10 for DiPirro shall submit the Consent Judgment to the Court in accordance with the  
11 requirements of Health & safety Code Section 25249.7(f) and its implementing  
12 regulations, unless the parties cannot agree that all of the Attorney General's  
13 objections, if any, cannot be reasonably cured.

14

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

18

19 **AGREED TO:**

**AGREED TO:**

20 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

21

22 \_\_\_\_\_  
Plaintiff Michael DiPirro

\_\_\_\_\_   
Defendant Hobbico, Inc.

23

24 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

25 DATE: \_\_\_\_\_

DATE: *September 14, 2001*

26

27 \_\_\_\_\_  
David Bush  
28 Attorneys for Plaintiff Michael DiPirro

*John E. Dittoe*  
\_\_\_\_\_  
John E. Dittoe  
Attorneys for Defendant Hobbico, Inc.