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MICHAEL DIPIRRO

9

10

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

12

IN AND FOR THE COUNTY OF ALAMEDA

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14

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MICHAEL DIPIRRO, an individual ) No. H216380-2  
)  
16 Plaintiff, ) CONSENT JUDGMENT  
)

17

v. )

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ROTO ZIP TOOL CORPORATION; and )  
DOES 1 through 1000, )

19

Defendants. )

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This Consent Judgment ("Agreement" or "Consent

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Judgment") is entered into by and between Michael DiPirro, a

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CONSENT JUDGMENT

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1 California citizen, and Roto Zip Tool Corporation ("Roto  
2 Zip"), a Wisconsin corporation, as of August 7, 2001 (the  
3 "Effective Date"). The parties agree to the following terms  
4 and conditions:

5 **WHEREAS:**

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

11 B. Roto Zip is a company that currently  
12 manufactures, distributes and sells in the State of  
13 California certain power tools whose customary use and  
14 application may produce fumes, gases or dust that contain  
15 chemicals listed pursuant to Proposition 65 (California  
16 Health & Safety Code §25249.5 et seq.) including lead (or  
17 lead compounds), crystalline silica, arsenic and chromium  
18 (hexavalent compounds) (the "Listed Chemicals"). For the  
19 purposes of this Consent Judgment, the term "dust" refers  
20 both to fine particulate matter and to any material released  
21 from a Covered Product or from the use of a Covered Product  
22 on masonry, wood, metal, or any other natural or synthetic  
23 substances. The term includes but is not limited to  
24 particles, fibers, chips, residues, powder, smoke, fumes,

1 vapors, soot, grime, dirt, chaff, fines, flakes, sand,  
2 granules, attritus, efflorescence, sawdust, detritus,  
3 filings, debris, grains, friable material, turnings,  
4 sweepings, scourings, rinse; raspings, shavings, dregs, mud,  
5 remains, mist, and precipitates. "Dust" does not include  
6 engine exhaust.

7 C. The products whose customary use and  
8 application are likely to produce fumes, gases or dust which  
9 contain one or more of the "Listed Chemicals" and which are  
10 covered by this Agreement are referred to herein as the  
11 "Covered Products". For purposes of this Consent Judgment,  
12 the term "Covered Products" means all products described in  
13 Exhibit A to this Consent Judgment, regardless of product  
14 nomenclature and model design or designation including past  
15 or future modifications not affecting the basic function of  
16 the products. Products described as "Accessories" in Exhibit  
17 A are attachments to the power tools or hand tools identified  
18 in Exhibit A, or otherwise work in connection or association  
19 with them, and are Covered Products when used as accessories  
20 to other Covered Products identified as power tools. The  
21 Covered Products are now being distributed and/or sold by  
22 Roto Zip for use in California, or have been so distributed  
23 and/or sold in the past; and

24 D: On August 18, 2000, Michael DiPirro served

1 Roto Zip and public enforcement agencies with a document  
2 entitled "60-Day Notice of Violation" which provided Roto Zip  
3 and such public enforcers with notice that Michael DiPirro  
4 contends Roto Zip was in violation of Health & Safety Code  
5 §25249.6 for allegedly failing to warn purchasers that  
6 certain products it sells or otherwise offers for use in  
7 California expose users to Proposition 65-listed chemicals;  
8 and

9 E. On November 9, 2000, Michael DiPirro filed a  
10 complaint entitled Michael DiPirro v. Roto Zip Tool  
11 Corporation, et al., Case No. H216380-2 in the Alameda County  
12 Superior Court ("the Complaint"), naming Roto Zip as a  
13 defendant and alleging violations of Business & Professions  
14 Code §17200 and Health & Safety Code §25249.6 on behalf of  
15 individuals in California who allegedly have been exposed to  
16 the "Listed Chemicals" produced by certain Roto Zip products.

17 F. For the purpose of avoiding prolonged  
18 litigation, the parties enter into this Consent Judgment as a  
19 full and final settlement of all claims that were raised in  
20 the Complaint, or which could have been raised in the  
21 Complaint, arising out of the facts or conduct alleged  
22 therein. By execution of this Consent Judgment and agreeing  
23 to provide the relief and remedies specified herein, Roto Zip  
24 does not admit any fact, finding, issue of law, or violation

25 CONSENT JUDGMENT  
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1 of Proposition 65, Business and Professions Code sections  
2 17200 et seq., or any other law or legal duty, and  
3 specifically denies that it has committed any such  
4 violations. Nothing in this Consent Judgment shall prejudice,  
5 waive or impair any right, remedy, or defense the parties may  
6 have in any other, or in future legal proceedings unrelated  
7 to these proceedings. Nothing in this paragraph shall diminish  
8 or otherwise affect the obligations, responsibilities, and  
9 duties of Roto Zip under this Consent Judgment.

10 G. For purposes of this Consent Judgment only,  
11 the parties stipulate that this Court has jurisdiction over  
12 the allegations of violations contained in the Complaint and  
13 personal jurisdiction over Roto Zip as to the acts alleged in  
14 the Complaint, that venue is proper in the County of Alameda,  
15 and that this Court has jurisdiction to enter this Consent  
16 Judgment as a full and final resolution of all claims which  
17 were or could have been raised in the Complaint based on the  
18 facts alleged therein.

19 H. It is the intent of the parties that this  
20 Consent Judgment and the warning provisions contained herein  
21 conform to and be consistent with the provisions of the  
22 Consent Judgment entered by the Court in *People of the State*  
23 *of California v. Ace Hardware*, San Francisco County Superior  
24 Court, No. 995893, entered September 29, 2000 (*Ace Hardware*

1 Consent Judgment) (The face page of which is attached hereto  
2 as "EXHIBIT B").

3 **NOW THEREFORE, MICHAEL DIPIRRO AND ROTO ZIP AGREE AS FOLLOWS:**

4 1. CLEAR AND REASONABLE WARNINGS

5 1.1 On or before September 29, 2001, Roto Zip  
6 shall provide clear and reasonable warnings that some uses of  
7 Covered Products expose persons to chemicals known to the  
8 State of California to cause cancer, birth defects, or other  
9 reproductive harm. These warnings shall be given under the  
10 circumstances and in the same manner as provided in the *Ace*  
11 *Hardware Consent Judgment*. However, nothing in this Consent  
12 Judgment shall require Roto Zip to provide warnings on or  
13 with any products other than those it manufactures or sells  
14 in packaging bearing its name or trademark. Proposition 65  
15 permits warnings to be provided through mechanisms such as  
16 point-of-sale signs, which are not product labels and do not  
17 travel with products through interstate commerce. The use of  
18 other warning methods, such as labels and in-manual warnings  
19 under this Consent Judgment, is consented to by the parties  
20 to the Consent Judgment, and shall not be construed to mean  
21 that those methods are the only lawful means of compliance  
22 with Proposition 65.

23 1.2 Where a Proposition 65 warning is not required  
24 by this Consent Judgment for a Covered Product sold for use

25 CONSENT JUDGMENT

1 in the State of California (i.e. those products listed on  
2 Exhibit A that are Accessory Products, and are therefore "No  
3 Warning Products" pursuant to the Ace Hardware Consent  
4 Judgment), Roto Zip shall not provide that product with a  
5 Proposition 65 warning concerning any exposure, unless  
6 required by the federal Hazard Communication Standard.  
7 Provided, however, that any other product may retain any  
8 Proposition 65 warning required by the settlement of previous  
9 litigation.

10 1.3 Nothing in this Consent Judgment requires that  
11 warnings be given for Covered Products sold for use outside  
12 of the State of California. .

13 1.4 Nothing in this Consent Judgment requires that  
14 Proposition 65 warnings be given for occupational exposures  
15 associated with any Covered Product that is manufactured  
16 outside of the State of California, within the meaning of the  
17 June 6, 1997, U.S. Department of Labor, Occupational Safety  
18 and Health Administration, "Approval; California State  
19 Standard on Hazard Communication Incorporating Proposition  
20 65," 62 Federal Register 31159-31181.

21 1.5 Warnings in manuals. As set forth in the Ace  
22 Hardware Consent Judgment, Roto Zip may provide Proposition  
23 65 warnings in the owner's manual for Covered Products if all  
24 of the following conditions are met:

25 CONSENT JUDGMENT

1 a) The warning shall be located in one of the  
2 following places in the owner's manual: the outside of the  
3 front cover, the inside of the front cover, the first page  
4 other than the cover, or the outside of the back cover.  
5 Unless a different warning is approved by Michael DiPirro,  
6 the warning shall have the exact content as the warning in  
7 Exhibit C to the Ace Hardware Consent Judgment, except that,  
8 at Roto Zip's option, the bracketed language may be omitted.  
9 The warning shall be printed in a font no smaller than the  
10 font used for other safety warnings in the manual. The  
11 format shown in Exhibit C is illustrative only, provided that  
12 the warning meets the other requirements of this section.  
13 Alternatively, the warning may be included in a safety  
14 warning section consistent with specifications UL 745-1 or UL  
15 45 issued by Underwriters Laboratories Inc., as amended. The  
16 warning may either be printed in the manual or contained in a  
17 durable label or sticker affixed to the manual. If the  
18 graphic is used, and the manual is printed in a single color  
19 of ink on paper, then the warning need not contain the yellow  
20 color shown on Exhibit C of the Ace Hardware Consent  
21 Judgment. Modifications concerning colors of manual warnings  
22 may be made with the advance consent of the Michael DiPirro,  
23 which shall not be unreasonably withheld.

24 b) The Covered Product contains a durable label



1 or sticker directing the operator's attention to the owner's  
2 manual;

3 c) the owner's manual is intended by Roto Zip to  
4 be provided with the original packaging of the covered  
5 Product to the initial consumer/purchaser;

6 d) at least one other safety warning appears in  
7 the owner's manual; and

8 e) all or a substantial portion of operation  
9 instructions, if any, are contained in the owner's manual.

10 1.6 Warnings on the Product. As an alternative to  
11 complying with the requirements of subparagraph 1.5, Roto Zip  
12 may satisfy its obligations under this Consent Judgment by  
13 providing warnings on the product. Any such warning may be  
14 provided by affixing a durable label containing a warning  
15 with the language contained in Exhibit D of the Ace Hardware  
16 Consent Judgment on the Covered Product in a location that  
17 can be seen by the user of the Covered Product under normal  
18 circumstances of use of the Covered Product.

19 **2. Interim Warnings.** Roto Zip asserts that is  
20 has implemented an interim warning program for Covered  
21 Products sold to consumers in the State of California in  
22 accordance with the Interim Warning Requirements of the Ace  
23 Hardware Consent Judgment.

24 **3. Payment Pursuant To Health & Safety Code**

1 **\$25249.7 (b)**. Pursuant to Health & Safety Code §25249.7(b),  
2 Roto Zip shall pay a civil penalty of \$11,300. The payment of  
3 \$11,300 shall be paid within ten (10) calendar days after the  
4 Effective Date of this Agreement and shall be held in trust  
5 by DiPirro's counsel until the Alameda County Superior Court  
6 approves and enters the Consent Judgment. The penalty  
7 payment is to be made payable to "Chañler Law Group In Trust  
8 For Michael DiPirro". If the Consent Judgment is not  
9 approved by the Court, DiPirro will return all funds, with  
10 interest thereon at a rate of six percent (6%) per annum,  
11 within ten (10) calendar days of notice of the Court's  
12 decision. Penalty monies shall be apportioned by DiPirro in  
13 accordance with Health & Safety Code §25192, with 75% of  
14 these funds remitted to the State of California's Department  
15 of Toxic Substances Control.

16 Roto Zip understands that the payment schedule as  
17 stated in this Consent Judgment is a material factor upon  
18 which DiPirro and his counsel have relied in entering into  
19 this Consent Judgment. Roto Zip agrees that all payments  
20 will be made in a timely manner in accordance with the  
21 payment due dates. Roto Zip will be given a five (5)  
22 calendar day grace period from the date payment is due. Roto  
23 Zip agrees to pay Michael DiPirro and his counsel a \$250 per  
24 calendar day fee for each day the payment is received after

25 CONSENT JUDGMENT

1 the grace period ends. For purposes of this paragraph, each  
2 new day (requiring an additional \$250 payment) will begin at  
3 5 p.m. (PST).

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

15 Roto Zip shall reimburse DiPirro and his counsel  
16 for his fees and costs incurred as a result of investigating,  
17 bringing the matter to Roto Zip's attention, litigating and  
18 negotiating a settlement in the public interest. Roto Zip  
19 shall pay the total sum of \$33,700 for investigation fees,  
20 attorneys' fees and litigation costs. Roto Zip agrees to pay  
21 \$33,700 within ten (10) calendar days of the Effective Date.  
22 Payment should be made payable to the "Chanler Law Group".  
23 If the Consent Judgment is not approved by the Court, DiPirro  
24 will return all funds, with interest thereon at a rate of six

25 CONSENT JUDGMENT  
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1 percent (6%) per annum, within ten (10) calendar days of  
2 notice of the Court's decision.

3 Roto Zip understands that the payment schedule as  
4 stated in this Consent Judgment is a material factor upon  
5 which DiPirro and his counsel have relied in entering into  
6 this Consent Judgment. Roto Zip agrees that all payments  
7 will be made in a timely manner in accordance with the  
8 payment due dates. Roto Zip will be given a five (5)  
9 calendar day grace period from the date payment is due. Roto  
10 Zip agrees to pay Michael DiPirro and his counsel a \$250 per  
11 calendar day fee for each day the payment is received after  
12 the grace period ends. For purposes of this paragraph, each  
13 new day (requiring an additional \$250 payment) will begin at  
14 5 p.m. (PST).

## 15 5. Releases

16 5.1 Michael DiPirro's Release Of Roto  
17 Zip. Michael DiPirro, by this Agreement, on behalf of  
18 himself, his agents, representatives, attorneys, assigns and  
19 in the interest of the general public, waives all rights to  
20 institute or participate in, directly or indirectly, any form  
21 of legal action, and releases all claims, liabilities,  
22 obligations, losses, costs, expenses, fines and damages,  
23 against Roto Zip (defined for purposes of paragraph 5 to  
24 include Roto Zip's parent, subsidiaries, divisions,

1 subdivisions, and its directors, officers, employees,  
2 successors and assigns) and Roto Zip's distributors,  
3 retailers, and customers, whether under Proposition 65 or the  
4 Business & Profession Code §17200 et seq., based on Roto  
5 Zip's alleged failure to warn about exposure to the Listed  
6 Chemicals produced by any of the Covered Products.

7 **5.2 Roto Zip's Release Of Michael DiPirro.** Roto  
8 Zip, by this Agreement, waives all rights to institute any  
9 form of legal action against Michael DiPirro and his  
10 attorneys or representatives, for all actions or statements  
11 made by Michael DiPirro, and his attorneys or  
12 representatives, in the course of seeking enforcement of  
13 Proposition 65 or Business & Profession Code §17200 against  
14 Roto Zip.

15 **6. Waiver of the Provisions of the California**  
16 **Civil Code, Section 1542.** Michael DiPirro, on behalf of  
17 himself, his agents, representatives, attorneys, successors  
18 and assigns, and not in a representative capacity on behalf  
19 of the general public, and Roto Zip hereby waive the  
20 provision of the California Civil Code, Section 1542, which  
21 provides as follows: "A general release does not extend to  
22 claims which the creditor does not know or suspect to exist  
23 in his favor at the time of executing the release, which if  
24 known by him, must have materially affected his settlement

with the debtor."

**7. Claims Covered.**

7.1 This Consent Judgment is a full, final and binding resolution between and among Michael DiPirro and his agents and attorneys, acting in the interest of the general public, and Roto Zip (defined for purposes of this paragraph to include its parent, subsidiaries, divisions, subdivisions, directors, officers, employees, agents and attorneys), and its customers, distributors, wholesalers, retailers or any other person who may use, maintain, or apply Covered Products, with respect to any and all Claims, as defined in paragraph 7.3, which Roto Zip or Michael DiPirro each now have or may hereafter have against each other, or any of them, whether based on actions committed or omitted by Roto Zip, or by any entity within Roto Zip's chain of distribution, including, but not limited to, retail sellers, wholesalers, and any other person in the course of business, with respect to Covered Products manufactured, sold or distributed by Roto Zip. The Parties mutually release each other with respect to all such Claims. Nothing in this Consent Judgment shall be construed to affect the duties or liability of any employer with respect to any duty to warn its employees.

7.2 Compliance with the terms of this Consent

1 Judgment resolves any issue, now and in the past, concerning  
 2 compliance by Roto Zip, its parent, subsidiaries,  
 3 predecessors, successors, divisions, subdivisions, directors,  
 4 officers or employees, and its customers, distributors,  
 5 wholesalers, retailers or any other person who may use,  
 6 maintain or sell Covered Products that were manufactured,  
 7 sold, distributed, or labeled by Roto Zip, with the  
 8 requirements of Proposition 65 and Business and Professions  
 9 Code § 17200, et seq.

10           7.3 For purposes of paragraph 7.1 of this Consent  
 11 Judgment, "Claims" shall mean any and all manner of action or  
 12 actions, cause or causes of action, in law or in equity,  
 13 administrative actions, petitions, suits, debts, liens,  
 14 contracts, agreements, promises, liabilities, claims,  
 15 demands, known or unknown, fixed or contingent, that have  
 16 existed, or now exist, all to the extent based upon, arising  
 17 out of or relating to the compliance of Roto Zip with  
 18 Proposition 65, or regulations promulgated thereunder, and  
 19 Business and Professions Code § 17200, et seq., with respect  
 20 to the distribution or use of the Covered Products.

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

24           **8. Roto Zip Sales Data.** Roto Zip understands

1 that the sales data provided to counsel for DiPirro by Roto  
2 Zip was a material factor upon which DiPirro has relied to  
3 determine the amount of payments made pursuant to Health &  
4 Safety Code §25249.7(b) in this Agreement. To the best of  
5 Roto Zip's knowledge, the sales data provided is true and  
6 accurate. In the event that DiPirro discovers facts which  
7 demonstrate to a reasonable degree of certainty that the  
8 sales data is materially inaccurate, the parties shall meet  
9 in a good faith attempt to resolve the matter within ten (10)  
10 days of Roto Zip's receipt of notice from DiPirro of his  
11 intent to challenge the accuracy of the sales data. If this  
12 good faith attempt fails to resolve DiPirro's concerns,  
13 DiPirro shall have the right to rescind the Agreement and re-  
14 institute an enforcement action against Roto Zip, provided  
15 that all sums paid by Roto Zip pursuant to paragraphs 3 and 4  
16 are returned to Roto Zip within ten (10) days from the date  
17 on which DiPirro notifies Roto Zip of his intent to rescind  
18 this Agreement. In such case, all applicable statutes of  
19 limitation shall be deemed tolled for the period between the  
20 date DiPirro filed the instant action and the date DiPirro  
21 notifies Roto Zip that he is rescinding this Agreement  
22 pursuant to this Paragraph.

23           **9. Product Characterization.** Roto Zip  
24 acknowledges that DiPirro alleges that each of the Covered

25 CONSENT JUDGMENT



1 Products, through their customary use or application; are  
2 likely to produce fumes, gases or dust that contain lead (or  
3 lead compounds), crystalline silica, arsenic and/or chromium  
4 (hexavalent compounds), substances known to the State of  
5 California to cause cancer and/or birth defects (or other  
6 reproductive harm). In the event that Roto Zip obtains  
7 analytical, risk assessment or other data ("Exposure Data")  
8 that shows an exposure to any or all of the Listed Chemicals  
9 poses "no significant risk" or will have "no observable  
10 effect," as each such standard is applicable and as each is  
11 defined under Health & Safety Code §25249.10(c), and Roto Zip  
12 seeks to eliminate the warnings, then Roto Zip shall provide  
13 DiPirro with ninety (90) days prior written notice of its  
14 intent to limit or eliminate the warning provisions under  
15 this Agreement based on the Exposure Data and shall provide  
16 DiPirro with all such supporting Exposure Data. Within  
17 ninety (90) days of receipt of Roto Zip Exposure Data,  
18 DiPirro shall provide Roto Zip with written notice of his  
19 intent to challenge the Exposure Data (in the event that he  
20 chooses to make such a challenge). If DiPirro fails to  
21 provide Roto Zip written notice of his intent to challenge  
22 the Exposure Data within ninety (90) days of receipt of Roto  
23 Zip's notice and the Exposure Data, DiPirro shall waive all  
24 rights to challenge the Exposure Data, and Roto Zip shall be

25 CONSENT JUDGMENT

entitled to limit or eliminate the warning provisions required under this Agreement with respect to those Product(s) to which the Exposure Data applies. If DiPirro timely notifies Roto Zip of his intent to challenge the Exposure Data, Roto Zip (a) may stop its efforts to eliminate the warnings upon notice to DiPirro with no further liability or obligations or (b) shall negotiate in good faith for a period not to exceed thirty (30) days following receipt of DiPirro's notice to attempt to reach a settlement of this issue. If a settlement is not reached, DiPirro and Roto Zip agree to submit such challenge to the superior court for determination, pursuant to the court's continuing jurisdiction of this matter under C.C.P. §664.6 and this agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs associated with bringing or defending a motion brought under this paragraph to the court for determination.

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

11. **Attorney's Fees.** In the event that a dispute arises with respect to any provision(s) of this Agreement, including, but not limited to the late payment provisions in

1 paragraphs 3 and 4, the prevailing party shall be entitled to  
2 recover costs and reasonable attorneys' fees.

3           **12. Governing Law.** The terms of this Agreement  
4 shall be governed by the laws of the State of California.

5           **13. Notices.** All correspondence to Michael  
6 DiPirro shall be mailed to:

7                           Jennifer Henry or David Bush  
8                           Bush & Henry  
9                           4400 Keller Ave., Suite 200  
                          Oakland, CA 94605  
                          (510) 577-0747

10  
11                           All correspondence to Roto Zip shall be mailed  
12 to:

13                           Gordon Davenport III  
14                           Foley & Lardner  
15                           Attorneys at Law  
                          P.O. Box 1497  
                          Madison, WI 53701-1497  
                          (608) 257-5035

16           **14. Compliance with Reporting Requirements.** The  
17 parties agree to comply with the reporting form requirements  
18 referenced in Health & Safety Code §25249.7(f). Pursuant to  
19 the new regulations promulgated under Health & Safety Code  
20 §25249.7(f), DiPirro shall present this Consent Judgment to  
21 the California Attorney General's office upon receiving all  
22 necessary signatures. It will then be presented to the  
23 Alameda County Superior Court thirty (30) days later,  
24

1 provided that the Attorney General has not served any  
2 objections to this Consent Judgment prior to the expiration  
3 of the thirty day period.

4           **15. Retention of Jurisdiction.** This Court shall  
5 retain jurisdiction of this matter to implement the Consent  
6 Judgment.

7           **16. Modification of Agreement.** This Consent  
8 Judgment may be modified by written agreement of the parties  
9 after noticed motion, and upon entry of a modified consent  
10 judgment by the court thereon, or upon motion of DiPirro or  
11 Roto Zip as provided by law and upon entry of a modified  
12 consent judgment by the court. In the event that warning  
13 provisions of the *Ace Hardware* Consent Judgment are modified  
14 (paragraphs 2 & 3), either party shall be entitled to request  
15 the Court to modify this Consent Judgment to be consistent  
16 with any future court-approved modification of the *Ace*  
17 *Hardware* Consent Judgment.

18           **17. Counterparts and Facsimile.** This Agreement  
19 may be executed in counterparts and facsimile, each of which  
20 shall be deemed an original, and all of which, when taken  
21 together, shall constitute one and the same document.

22           **18. Authorization.** The undersigned are authorized  
23 to execute this Agreement on behalf of their respective  
24 parties and have read, understood and agree to all of the

25 CONSENT JUDGMENT

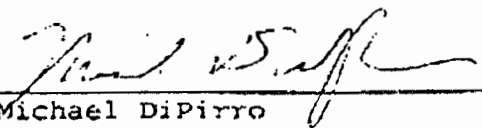
1 terms and conditions of this Agreement.

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4 **AGREED TO:**

**AGREED TO:**

5 DATE: 8/10/01

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

6  
7   
8 Michael DiPirro  
PLAINTIFF

\_\_\_\_\_  
Roto Zip Tool Corporation  
DEFENDANT

9 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

10  
11 DATE: \_\_\_\_\_

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

12  
13 \_\_\_\_\_  
14 David Bush  
Attorneys for Plaintiff  
MICHAEL DIPIRRO

\_\_\_\_\_  
Gordon Davenport III  
Attorneys for Defendant  
ROTO ZIP TOOL CORPORATION

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25 **CONSENT JUDGMENT**

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terms and conditions of this Agreement.

**AGREED TO:**

**AGREED TO:**

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

DATE: 8-8-01

\_\_\_\_\_  
Michael DiPirro  
PLAINTIFF

*James M. Bellini*  
Roto Zip Tool Corporation  
DEFENDANT

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

DATE: 8/8/01

\_\_\_\_\_  
David Bush  
Attorneys for Plaintiff  
MICHAEL DIPIRRO

*[Signature]*  
Gordon Davenport III  
Attorneys for Defendant  
ROTO ZIP TOOL CORPORATION

CONSENT JUDGMENT

1 terms and conditions of this Agreement.

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AGREED TO:

AGREED TO:

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

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

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\_\_\_\_\_  
Michael DiPirro  
PLAINTIFF

\_\_\_\_\_  
Roto Zip Tool Corporation  
DEFENDANT

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

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DATE: August 9, 2001

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

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\_\_\_\_\_  
David Bush  
Attorneys for Plaintiff  
MICHAEL DIPIRRO

\_\_\_\_\_  
Gordon Davenport III  
Attorneys for Defendant  
ROTO ZIP TOOL CORPORATION

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CONSENT JUDGMENT

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EXHIBIT A

1. All power tool power units
2. All power tool accessories and attachments (for example, bits, blades, cutting wheels, grinding wheels, sanding wheels and related attachments) (No Warning Products)