

ADDENDUM TO STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

Plaintiff Russell Brimer and defendant Smith News Company, Inc. dba Smith Novelty Company, hereby amend their "Stipulation And [Proposed] Order Re: Consent Judgment", executed by Brimer on April 5, 2005 and by Smith News Company on April 4, 2005, to incorporate the following provision as Section 3.2, as fully as though set forth at length in said Agreement, as follows:

3.2 Apportionment of Penalties Received

After Court approval of this Consent Judgment pursuant to Section 6, all penalty monies received shall be apportioned by Plaintiff in accordance with Health & Safety Code §25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code §25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of California the appropriate civil penalties paid in accordance with this section.

AGREED TO:

AGREED TO

Date: 12.13.05

Date:



Plaintiff Russell Brimer

Defendant Smith News Company, Inc

ADDENDUM TO STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

Plaintiff Russell Brimer and defendant Smith News Company, Inc. dba Smith Novelty Company, hereby amend their "Stipulation And [Proposed] Order Re: Consent Judgment", executed by Brimer on April 5, 2005 and by Smith News Company on April 4, 2005, to incorporate the following provision as Section 3.2, as fully as though set forth at length in said Agreement, as follows:

3.2 Apportionment of Penalties Received

After Court approval of this Consent Judgment pursuant to Section 6, all penalty monies received shall be apportioned by Plaintiff in accordance with Health & Safety Code §25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code §25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of California the appropriate civil penalties paid in accordance with this section.

AGREED TO:

AGREED TO

Date:

Date:

11/14/05

Plaintiff Russell Brimer

[Signature]

Defendant Smith News Company, Inc

1 Clifford A. Chanler (State Bar No. 135534)
2 CHANLER LAW GROUP
3 71 Elm Street, Suite 8
4 New Canaan, CT 06840
5 Telephone: (203) 966-9911
6 Facsimile: (203) 801-5222

7 Attorneys for Plaintiff

8 Lawrence S. Bazel (State Bar No. 114641)
9 Shaye Diveley (State Bar No. 215602)
10 STOEL RIVES LLP
11 111 Sutter Street, Suite 700
12 San Francisco, CA 94104
13 Telephone: (415) 617-8900
14 Facsimile: (415) 676-3000

15 Attorneys for Defendant

16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

RUSSELL BRIMER,

Plaintiff,

v.

SMITH NOVELTY COMPANY; SMITH NEWS
COMPANY, INC; POSTER SOURCE, INC.; and
DOES 1 through 150,

Defendants.

Case No. CGC 04-435213

**STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT**

1. INTRODUCTION

1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereafter “Brimer” or “Plaintiff”) and Smith News Company, Inc. dba Smith Novelty Company (hereafter collectively referred to as “Smith Novelty”), with

1 Plaintiff and Smith Novelty collectively referred to as the “Parties” and Brimer and Smith
2 Novelty each being a “Party.”

3 1.2 **Plaintiff.** Brimer is an individual residing in Alameda, California, who seeks to
4 promote awareness of exposures to toxic chemicals and improve human health by reducing or
5 eliminating hazardous substances contained in consumer and industrial products.

6 1.3 **General Allegations.** Plaintiff alleges that Smith Novelty has manufactured,
7 distributed and/or sold in the State of California mugs, shot glasses and other tableware products
8 with colored artwork, designs or markings on the exterior surface with materials in that colored
9 artwork, designs or markings that contain lead and/or lead compounds and cadmium, which are
10 listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California
11 Health & Safety Code §§ 25249.5 et seq., also known as Proposition 65, to cause birth defects
12 and other reproductive harm. Lead (and/or lead compounds) and cadmium shall be referred to
13 herein as the “Listed Chemicals.”

14 1.4 **Product Descriptions.** The products that are covered by this Consent Judgment
15 are defined as follows: mugs and shot glasses and other tableware products manufactured, sold
16 and/or distributed by Smith Novelty with colored artwork, designs or markings on the exterior
17 surface (containing lead or cadmium), including, by way of example and without limitation, the
18 products listed on Exhibit A hereto. Such products collectively are referred to herein as the
19 “Products.”

20 1.5 **Notices of Violation.** Beginning on July 30, 2004, Brimer served Smith Novelty
21 and various public enforcement agencies with documents, entitled “60-Day Notice of Violation”
22 (“Notice”) that provided Smith Novelty and such public enforcers with notice that alleged that
23 Smith Novelty was in violation of Health & Safety Code § 25249.6 for failing to warn purchasers
24 that certain products that it sold expose users in California to lead and lead compounds and to
25 cadmium. On January 3, 2005, Brimer served Smith Novelty (and the public enforcement
26 agencies) with a second “60-Day Notice of Violation” that provided Smith Novelty (and the
27 public enforcers) with notice that Smith Novelty was in violation of Health & Safety Code
28

1 Section 25249.6 for failing to warn purchasers that it sold shot glasses that expose users in
2 California to lead and lead compounds and to cadmium.

3 1.6 **Complaint.** On October 5, 2004, Brimer, in the interest of the general public in
4 California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the
5 Superior Court for the City and County of San Francisco against Smith Novelty Company, Smith
6 News Company, Inc., Poster Source, Inc., and Does 1 through 150, alleging violations of
7 Health & Safety Code § 25249.6 based on the alleged exposures to one or more of the Listed
8 Chemicals contained in certain products sold by Smith Novelty.

9 1.7 **No Admission.** Smith Novelty denies the material factual and legal allegations
10 contained in Plaintiff's Notices and Complaint and maintains that all products that it has sold and
11 distributed in California, including the Products, have been and are in compliance with all laws.
12 Nothing in this Consent Judgment shall be construed as an admission by Smith Novelty of any
13 fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement
14 constitute or be construed as an admission by Smith Novelty of any fact, finding, conclusion,
15 issue of law or violation of law. However, this section shall not diminish or otherwise affect the
16 obligations, responsibilities and duties of Smith Novelty under this Consent Judgment.

17 1.8 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
18 stipulate that this Court has jurisdiction over the allegations of violations contained in the Notices
19 and in the Complaint and personal jurisdiction over Smith Novelty as to the acts alleged in the
20 Notices and in the Complaint, that venue is proper in the County of San Francisco, and that this
21 Court has jurisdiction to enter this Consent Judgment and to enforce the provisions thereof.

22 1.9 **Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall
23 be April 30, 2005.

24 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

25 **2.1 Warning Obligations for Products**

26 (a) **Required Warnings.** After the Effective Date, Smith Novelty shall not
27 transmit to any retailer (or any other entity) to sell or offer for sale in California any Products
28

1 containing the Listed Chemicals, unless warnings are given in accordance with one or more
2 provisions in subsection 2.2 below.

3 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and
4 2.2 below shall not apply to:

5 (i) any Products manufactured before the Effective Date, or

6 (ii) Reformulated Products.

7 **2.2 Clear and Reasonable Warnings**

8 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or
9 directly to or on a Product by Smith Novelty, its agent, or the manufacturer, importer, or
10 distributor of the Product that states:

11 **WARNING: This product will expose you to lead and**
12 **cadmium, chemicals known [to the State of**
13 **California] to cause birth defects and other**
14 **reproductive harm.**

15 The language in brackets may be omitted.

16 Warnings issued for Products pursuant to this subsection shall be prominently placed with
17 such conspicuousness as compared with other words, statements, designs, or devices as to render
18 it likely to be read and understood by an ordinary individual under customary conditions of use or
19 purchase. Any changes to the language or format of the warning required by this subsection shall
20 only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney
21 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for
22 the opportunity to comment; or (3) Court approval.

23 (b) **Point-of-Sale Warnings.** Smith Novelty may execute its warning
24 obligations, where applicable, through arranging for the posting of signs at retail outlets in the
25 State of California at which Products are sold, in accordance with the terms specified in
26 subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

27 (i) Point of Sale warnings may be provided through one or more signs
28 posted at or near the point of sale or display of the Products that state:

1 **WARNING: The materials used as colored decorations on the**
2 **exterior of this product contain lead and**
3 **cadmium, chemicals known to the State of**
4 **California to cause birth defects or other**
5 **reproductive harm.**

6 **or**

7 **WARNING: The materials used as colored decorations on the**
8 **exterior of the following tableware products sold**
9 **in this store contain lead and cadmium,**
10 **chemicals known to the State of California to**
11 **cause birth defects or other reproductive harm:**

12 (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)
13 shall be prominently placed with such conspicuousness as compared with other words,
14 statements, designs, or devices as to render it likely to be read and understood by an ordinary
15 individual under customary conditions of use or purchase and shall be placed or written in a
16 manner such that the consumer understands to which *specific* Products the warnings apply so as
17 to minimize if not eliminate the chances that an over-warning situation will arise. Any change to
18 the language or format of the warning required for Products by this subsection shall only be made
19 following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office,
20 provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to
21 comment; or (3) Court approval.

22 (iii) If Smith Novelty intends to utilize point of sale warnings to comply
23 with this Consent Judgment, it must provide notice as required by this Consent Judgment to each
24 retailer to whom Smith Novelty ships the Products for sale in California and obtain the written
25 consent of such retailer before shipping the Products. Such notice shall include a copy of this
26 Consent Judgment and any required warning materials (including, as appropriate, signs and/or
27 stickers). If Smith Novelty has obtained the written consent of a retailer, Smith Novelty shall not
28 be found to have violated this Consent Judgment if it has complied with the terms of this Consent
Judgment and has proof that it transmitted the requisite warnings in the manner provided herein.

1 2.3 **Reformulation Standards.** Products satisfying the conditions of Section 2.3(a) or
2 2.3(b) are referred to as “Reformulated Products.”

3 (a) If the colored artwork, designs or markings on the exterior surface of the
4 Product does not extend into the top 20 millimeters of the ware (*i.e.*, only appears below the
5 exterior portion of the lip and rim area as defined by American Society of Testing and Materials
6 Standard Test Method C927-99, hereinafter the “Lip and Rim Area”), produce a test result no
7 higher than 1.0 micrograms (“ug”) of lead or 4.0 ug of cadmium using a Ghost Wipe™ or
8 equivalent test applied on all painted portions of the surface of the Product performed as outlined
9 in NIOSH Method No. 9100, or equivalent, such Product is a Reformulated Product; or

10 (b) If the Product utilizes paints for all colored artwork, designs or markings
11 containing six one-hundredths of one percent (0.06%) lead or twenty-four one-hundredths of one
12 percent (0.24%) cadmium by weight or less as measured at Smith Novelty’s option, either before
13 or after the material is fired onto (or otherwise affixed to) the Product, using EPA Test Method
14 3050b, such Product is a Reformulated Product;

15 2.4 **Reformulation Commitment.** By entering into this Stipulation and Consent
16 Judgment, Smith Novelty hereby commits that as a continuing matter of corporate policy, Smith
17 Novelty intends to undertake good faith efforts, taking into consideration Smith Novelty’s
18 operational and product licensing restrictions to ensure that as many Products as commercially
19 reasonable shall qualify as Reformulated Products.

20 **3. MONETARY PAYMENTS.**

21 3.1 **Payments.** Pursuant to Health & Safety Code Section 25249.7(b), Smith Novelty
22 shall pay \$100,400 in civil penalties in two installments. The first penalty of \$20,400 shall be
23 made payable to “Chanler Law Group in Trust For Russell Brimer,” and shall be transmitted to
24 Plaintiff’s counsel by overnight delivery on or before April 9, 2005, at the following address:

25 CHANLER LAW GROUP
26 Attn: Clifford A. Chanler
27 71 Elm Street, Suite 8
28 New Canaan, CT 06840

1 The second payment of \$80,000 shall be paid on or before October 31, 2006. This second
2 payment, however, shall be waived if Smith Novelty certifies in writing to Brimer on or before
3 October 15, 2006, that beginning October 31, 2006 at least 75% of its Products manufactured for
4 sale in California will be Reformulated Products. The second payment, if it is not waived, shall
5 be made payable to "Chanler Law Group in Trust For Russell Brimer."

6
7 **4. REIMBURSEMENT OF FEES AND COSTS**

8 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this
9 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
10 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
11 Smith Novelty then expressed a desire to resolve the fee and cost issue shortly after the other
12 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
13 the compensation due to Plaintiff and his counsel under the private attorney general doctrine
14 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date
15 of the Agreement. Under the private attorney general doctrine, Smith Novelty shall reimburse
16 Plaintiff and his counsel for fees and costs, incurred as a result of investigating, bringing this
17 matter to Smith Novelty's attention, litigating, and negotiating a settlement in the public interest.
18 Smith Novelty shall pay Plaintiff and his counsel \$89,600 for all attorneys' fees, expert and
19 investigation fees, and litigation costs. The payment shall be made payable to the "Chanler Law
20 Group" and shall be transmitted to Plaintiff's counsel by overnight delivery on or before April 9,
21 2005, at the following address:

22 CHANLER LAW GROUP
23 Attn: Clifford A. Chanler
24 71 Elm Street, Suite 8
25 New Canaan, CT 06840

26 Except as specifically provided in this Consent Judgment, Smith Novelty shall have no
27 further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with
28 regard to the Products covered in this Action.

1 **5. RELEASE OF ALL CLAIMS**

2 5.1 **Plaintiff's Release of Smith Novelty.** In further consideration of the promises
3 and agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,
4 Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors
5 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or
6 participate in, directly or indirectly, any form of legal action and releases all claims, including,
7 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,
8 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,
9 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or
10 unknown, fixed or contingent (collectively "Claims"), against Smith Novelty and each of its
11 auctioneers, retailers, dealers, customers, owners, purchasers, users, parent companies, corporate
12 affiliates, subsidiaries and their respective officers, directors, attorneys, representatives,
13 shareholders, agents, and employees, including but not limited to Smith News Company, Inc. and
14 Poster Source, Inc. (collectively, "Smith Novelty Releasees") arising under Proposition 65,
15 Business & Professions Code § 17200 et seq., and Business & Professions Code § 17500 et seq.,
16 related to Smith Novelty's or the Smith Novelty Releasees' alleged failures to warn about
17 exposures to or identification of Listed Chemicals contained in the Products sold by Smith
18 Novelty.

19 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
20 binding resolution of any violation of Proposition 65, Business & Professions Code
21 §§ 17200 et seq. and Business & Professions Code §§ 17500 et seq., that have been or could
22 have been asserted in the Complaint against Smith Novelty for its alleged failure to provide clear
23 and reasonable warnings of exposure to or identification of Listed Chemicals in the Products sold
24 by Smith Novelty.

25 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights
26 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims
27 against the Smith Novelty Releasees arising under Proposition 65, Business & Professions Code
28 §§ 17200 et seq. and Business & Professions Code §§ 17500 et seq., related to each of the Smith

1 Novelty Releasees' alleged failures to warn about exposures to or identification of Listed
2 Chemicals contained in the Products and for all actions or statements made by Smith Novelty or
3 its attorneys or representatives, in the course of responding to alleged violations of
4 Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business & Professions Code
5 §§ 17500 *et seq.* by Smith Novelty; provided however, that Plaintiff shall remain free to institute
6 any form of legal action to enforce the provisions of this Consent Judgment.

7 It is specifically understood and agreed that the Parties intend that Smith Novelty's
8 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in
9 the future (so long as Smith Novelty complies with the terms of the Consent Judgment)
10 concerning Smith Novelty's and the Smith Novelty Releasees' compliance with the requirements
11 of Proposition 65, Business and Professions Code §§ 17200 *et. seq.* and Business & Professions
12 Code §§ 17500 *et seq.*, as to the Listed Chemicals in the Products sold by Smith Novelty.

13 5.2 **Smith Novelty's Release of Plaintiff.** Smith Novelty, and the Smith Novelty
14 Releasees, waive all rights to institute any form of legal action against Plaintiff, or his attorneys
15 or representatives, for all actions taken or statements made by Plaintiff and his attorneys or
16 representatives, in the course of seeking enforcement of Proposition 65, Business & Professions
17 Code §§ 17200 *et seq.* or Business & Professions Code §§ 17500 *et seq.* in this Action.

18 6. COURT APPROVAL

19 This Consent Judgment is not effective until it is approved and entered by the Court and
20 shall be null and void if, for any reason, it is not approved and entered by the Court within one
21 year after it has been fully executed by all Parties, in which event any monies that have been
22 provided to Plaintiff or her counsel pursuant to Section 3 and/or Section 4 above, shall be
23 refunded within fifteen (15) days.

24 7. SEVERABILITY

25 If, subsequent to Court approval of this Consent Judgment, any of the provisions of this
26 Consent Judgment are held by a Court to be unenforceable, the validity of the enforceable
27 provisions remaining shall not be adversely affected.

28

1 **8. ATTORNEYS' FEES**

2 In the event that a dispute arises with respect to any provision(s) of this Consent
3 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover
4 reasonable and necessary costs and reasonable attorneys' fees incurred for the resolution of such
5 dispute.

6 **9. GOVERNING LAW**

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

12 **10. NOTICES**

13 All correspondence and notices required to be provided pursuant to this Consent Judgment
14 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,
15 return receipt requested or (ii) overnight courier on either Party by the other at the addresses listed
16 below. Either Party, from time to time, may specify a change of address to which all notices and
17 other communications shall be sent.

18 Clifford A. Chanler
19 Chanler Law Group
20 71 Elm Street, Suite 8
21 New Canaan, CT 06840

Lawrence S. Bazel
Stoel Rives LLP
111 Sutter Street
San Francisco, CA 94104

22 **11. NO ADMISSIONS**

23 Nothing in this Consent Judgment shall constitute or be construed as an admission by
24 Smith Novelty of any fact, finding, conclusion, issue of law, or violation of law, nor shall
25 compliance with this Consent Judgment constitute or be construed as an admission by Smith
26 Novelty of any fact, finding, conclusion, issue of issue of law, or violation of law, such being
27 specifically denied by Smith Novelty. Smith Novelty reserves all of its rights and defenses with
28 regard to any claim by any party under Proposition 65 or otherwise. However, this section shall

1 not diminish or otherwise affect Smith Novelty's obligations, responsibilities and duties under
2 this Consent Judgment.

3 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

4 This Consent Judgment may be executed in counterparts and by facsimile, each of which
5 shall be deemed an original, and all of which, when taken together, shall constitute one and the
6 same document.

7 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

8 Plaintiff agrees to comply with the reporting form requirements referenced in Health &
9 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall
10 present this Consent Judgment to the California Attorney General's Office within two (2) days
11 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment
12 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date
13 a hearing is scheduled on such motion in the Superior Court for the City and County of
14 San Francisco unless the Court allows a shorter period of time.

15 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

16 The Parties shall mutually employ their best efforts to support the entry of this Agreement
17 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
18 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
19 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
20 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which
21 Smith Novelty's counsel shall prepare, within a reasonable period of time after execution of this
22 Consent Judgment (*i.e.*, not to exceed thirty (30) days unless otherwise agreed to by the Parties'
23 counsel based on unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in
24 support of the Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be
25 reimbursed pursuant to Section 4. Smith Novelty shall have no additional responsibility to
26 Plaintiff's counsel pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any
27 fees and costs incurred with respect to the preparation and filing of the Joint Motion and its
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

AGREED TO:

Date: 4.5.05

Date: _____

By: Russell Brimer
Plaintiff Russell Brimer

By:
Defendant Smith News Company, Inc.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____
CHANLER LAW GROUP

Date: _____
STOEL RIVES LLP

By:
Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By:
Lawrence S. Bazel
Attorneys for Defendants SMITH NEWS
COMPANY, INC. dba SMITH NOVELTY
COMPANY and POSTER SOURCE, Inc.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

AGREED TO:

Date: 4.5.05

Date: _____

By: [Signature]
Plaintiff Russell Brimer

By: _____
Defendant Smith News Company, Inc.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: [Signature]
CHANLER LAW GROUP

Date: _____
STOEL RIVES LLP

By: 4/5/05
Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By: _____
Lawrence S. Bazel
Attorneys for Defendants SMITH NEWS
COMPANY, INC. dba SMITH NOVELTY
COMPANY and POSTER SOURCE, Inc.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO:

AGREED TO:

Kevin M. Shanley, President
4-4-05

Date: _____

Date: _____

By:
Plaintiff Russell Brimer

By:
Defendant Smith News Company, Inc.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

L. Bazel

Date: _____

Date: _____

CHANLER LAW GROUP

STOEL RIVES LLP

By:
Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By:
Lawrence S. Bazel
Attorneys for Defendants SMITH NEWS
COMPANY, INC. dba SMITH NOVELTY
COMPANY and POSTER SOURCE, Inc.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

All mugs, shot glasses, and tableware with colored designs and/or artwork on the exterior, including but not limited to:

SF Subway Java Lge Mug (#0 85464 51124 8);

Santa Monica California Mug (#0 85464 00456 6); and

Pleasanton California Shooter (#0 85464 51488 1)