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10 PARAS LAW GROUP
11 655 Redwood Highway, Suite 216
12 Mill Valley, CA 94941
13 Tel: (415) 380-9222
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15 Attorneys for Plaintiff
16 RUSSELL BRIMER

FILED

AUG - 3 2005

MARIN COUNTY SUPERIOR COURT
By J. McLaughlin, Clerk

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 IN AND FOR THE COUNTY OF MARIN

19 UNLIMITED CIVIL JURISDICTION

20 RUSSELL BRIMER,

21 Plaintiff,

22 v.

23 HORIZON USA DATA SUPPLIES, INC., S.P.)
24 RICHARDS COMPANY; GENUINE PARTS)
25 COMPANY; VIKING OFFICE PRODUCTS,)
26 INC.; OFFICE DEPOT, INC.; and DOES 1)
27 through 150,)

28 Defendants.

Case No. CV 045324

PROPOSED JUDGMENT PURSUANT
TO TERMS OF CONSENT JUDGMENT

Date: July 20, 2005

Time: 9:00 a.m.

Dept: F

Judge: Hon. Vernon F. Smith

1 In the above-entitled action, Plaintiff Russell Brimer and Defendants Genuine Parts
2 Company, S.P. Richards, Horizon USA Data Supplies, Inc., Office Depot, Inc., and Viking Office
3 Products, Inc. (collectively, "Defendants"), having agreed through their respective counsel that
4 judgment be entered pursuant to the terms of the Consent Judgment entered into by the parties, and
5 the Court having issued an Order Approving Proposition 65 Settlement Agreement and Consent
6 Judgment on July 20, 2005.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
8 Procedure section 604.5, judgment is entered in accordance with the terms of the Order Approving
9 Proposition 65 Settlement Agreement and Consent Judgment, between the parties.

10 IT IS SO ORDERED.

11 Dated: July 20, 2005

12 8-3-05

13 VERNON F. SMITH

14 Hon. Vernon F. Smith
15 JUDGE OF THE SUPERIOR COURT

1 Clifford A. Chanler, State Bar No. 135534
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9 Attorneys for Plaintiff
RUSSELL BRIMER

FILED

AUG - 5 2005

MARIN COUNTY SUPERIOR COURT
By: J. McDonald, Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 IN AND FOR THE COUNTY OF MARIN

13 UNLIMITED CIVIL JURISDICTION

15 RUSSELL BRIMER,

16 Plaintiff,

17 v.

18
19 HORIZON USA DATA SUPPLIES, INC., S.P.
RICHARDS COMPANY; GENUINE PARTS
20 COMPANY; VIKING OFFICE PRODUCTS,
INC.; OFFICE DEPOT, INC.; and DOES 1
21 through 150,

22 Defendants.

Case No. CV 045324

**[PROPOSED] ORDER PURSUANT TO
TERMS OF CONSENT JUDGMENT**

Date: July 20, 2005

Time: 9:00 a.m.

Dept: F

Judge: Hon. Vernon F. Smith

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant Genuine Parts
2 Company, S.P. Richards, Horizon USA Data Supplies, Inc., Office Depot, Inc., and Viking Office
3 Products, Inc. (collectively, "Defendants"), having agreed through their respective counsel that
4 judgment be entered pursuant to the terms of the Consent Judgment entered into by the above-
5 referenced parties and attached hereto as **Exhibit A**; and after consideration of the papers submitted
6 and the arguments presented, the Court finds that the settlement agreement set out in the attached
7 Consent Judgment meets the criteria established by Senate Bill 471, in that:

- 8 1. The health hazard warning or reformulation that is required by the Consent Judgment,
9 in the event Defendants resume California sales of the Products, complies with Health
10 & Safety Code section 25249.7 (as amended by Senate Bill 471);
- 11 2. The reimbursement of fees and costs to be paid pursuant to the parties' Consent
12 Judgment is reasonable under California law; and
- 13 3. The civil penalty amount to be paid pursuant to the parties' Consent Judgment is
14 reasonable.

15 IT IS HEREBY ORDERED that judgment be entered in this case, in accordance with the
16 terms of the Consent Judgment, attached hereto as **Exhibit A**.

17 IT IS SO ORDERED.

18 Dated: ~~July 20, 2005~~
19 AUG - 5 2005

VERNON F. SMITH

20 Hon. Vernon F. Smith
21 JUDGE OF THE SUPERIOR COURT
22
23
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Exhibit A

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) 966-8911
6 Facsimile: (203) 801-3222

7 Attorneys for Plaintiff
8 Russell Brimer

9 Christopher Locke (State Bar No. 101704)
10 FARELLA, BRAUN & MARTEL LLP
11 235 Montgomery Street, 30th Floor
12 San Francisco, CA 94104
13 Telephone: (415) 954-4400
14 Facsimile: (415) 954-4480

15 Attorneys for Defendants
16 Horizon USA Data Supplies, Inc.,
17 S.P. Richards, Genuine Parts Company,
18 Viking Office Products and Office Depot, Inc.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 IN AND FOR THE COUNTY OF MARIN
21 UNLIMITED CIVIL JURISDICTION

22 RUSSELL BRIMER,

23 Plaintiff,

24 v.

25 HORIZON USA DATA SUPPLIES, INC.; S.P.
26 RICHARDS COMPANY; GENUINE PARTS
27 COMPANY; VIKING OFFICE PRODUCTS,
28 INC.; OFFICE DEPOT, INC.; and DOES 1
through 150,

Defendants,

Case No. CV 045324

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

1 **2. INJUNCTIVE RELIEF; PROPOSITION 65**

2 **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

3 (a) **Required Warnings.** Defendants shall not resume California sales, or
4 otherwise knowingly transmit to any retailer to sell or offer for sale in California, any Products
5 that include spools, rolls or strips of solder containing lead or cadmium, unless warnings are
6 given in accordance with one or more provisions in subsection 2.2 below.

7 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and
8 2.2 below shall not apply to any Reformulated Products as defined in subsection 2.3 below.

9 **2.2 CLEAR AND REASONABLE WARNINGS**

10 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or
11 directly to or on a Product by Defendants, their agents, or the manufacturer, importer, or
12 distributor of the Product that states:

13 **WARNING:** This product contains lead and cadmium,
14 chemicals known to the State of California to
15 cause birth defects or other reproductive harm.

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 on either the
18 solder packaging within the Product or on the Product's outer packaging, at Defendants'
19 discretion, so as to render it likely to be read and understood by an ordinary individual under
20 customary conditions of use or purchase. Any changes to the language or format of the warning
21 required by this subsection shall only be made following: (1) approval of Plaintiff; (2) approval
22 from the California Attorney General's Office, provided that written notice of at least fifteen (15)
23 days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

24 (b) **Point-of-Sale Warnings.** In lieu of Product Labels, Defendants may
25 discharge their warning obligations, where applicable, through arranging for the posting of signs
26 at retail outlets in the State of California at which Products are sold, in accordance with the terms
27 specified in subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

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

3 **WARNING:** This product contains lead and cadmium,
4 chemicals known to the State of California to
5 cause birth defects or other reproductive harm.

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

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

24 **2.3 REFORMULATION:** Defendants will undertake all commercially reasonable
25 efforts to ensure that, if California sales of Products resume, all such sales of Products into
26 California qualify as Reformulated Products. As used herein, "Reformulated Products" means
27 any Products containing 0.1 percent (1%) lead or less (by weight) in spools, rolls or strips of
28 solder contained as a component of the Products.

1 **3. MONETARY PAYMENTS.**

2 **3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b)** Pursuant to
3 Health & Safety Code Section 25249.7(b), Defendants shall pay \$2,000.00 in civil penalties.
4 The penalty payment shall be made Genuine Parts Company on behalf of all Defendants, by
5 check payable to "Chanler Law Group in Trust for Russell Brimer" in the amount of \$2,000.00,
6 and shall be delivered to Plaintiff's counsel on or before April 12, 2005, at the following
7 address:

8
9 CHANLER LAW GROUP
10 Attn: Clifford A. Chanler
11 71 Elm Street, Suite 8
12 New Canaan, CT 06840

13 **(a) Return of Funds.** In the event that the Consent Judgment is not thereafter
14 approved and entered by the Court, Brimer shall return the full amount of the civil
15 penalties paid under this Consent Judgment, by check payable to Genuine Parts Company,
16 within fifteen (15) days of receipt of a written request from counsel for Defendants
17 following notice of the issuance of the Court's decision.

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

26 **4. REIMBURSEMENT OF FEES AND COSTS**

27 **4.1** The Parties acknowledge that Plaintiff and his counsel offered to resolve this
28 dispute without reaching terms on the amount of fees and costs to be reimbursed to them,
 thereby leaving this fee issue to be resolved after the material terms of the agreement had been

1 settled. The Parties then attempted to (and did) reach an accord on the compensation due to
2 Plaintiff and his counsel under the private attorney general doctrine codified at Code of Civil
3 Procedure § 1021.5 for all work performed through the Effective Date of the Agreement.
4 Under the private attorney general doctrine codified at Code of Civil Procedure § 1021.5,
5 Defendants shall reimburse Plaintiff and his counsel for fees and costs, incurred as a result of
6 investigating, bringing this matter to Defendants' attention, litigating and negotiating a
7 settlement in the public interest. Defendants shall pay Plaintiff and his counsel \$21,000.00 for
8 all attorneys' fees, expert and investigation fees, and litigation costs, including but not limited
9 to all attorneys' fees and costs (including those incurred and to be incurred to obtain Court
10 approval and entry of this Consent Judgment), expert and investigative fees and costs, and other
11 litigation expenses relating to this Action. The payment shall be made by Genuine Parts
12 Company on behalf of all Defendants, and shall be payable to the "Chanler Law Group" and
13 delivered to Plaintiff's counsel on or before April 12, 2005, at the following address:

14 CHANLER LAW GROUP
15 Ann Clifford A. Chanler
16 11 Elm Street, Suite 8
New Canaan, CT 06840

17 4.2 **Return of Funds.** In the event that the Consent Judgment is not thereafter
18 approved and entered by the Court, the Chanler Law Group shall return the full amount of the
19 fees and costs paid under this Consent Judgment, by check payable to Genuine Parts Company,
20 within fifteen (15) days of receipt of a written request from counsel for Defendants following
21 notice of the issuance of the Court's decision.

22 4.3 Except as specifically provided in this Consent Judgment, Defendants shall have
23 no further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with
24 regard to the Products covered in this Action.

25 5. **RELEASE OF ALL CLAIMS**

26 5.1 **Plaintiff's Release of Defendants.** In further consideration of the promises and
27 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,
28 Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors

1 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or
2 participate in, directly or indirectly, any form of legal action, and hereby releases all claims,
3 including, without limitation, all actions, causes of action, in law or in equity, suits, liabilities,
4 demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not
5 limited to, investigation fees and costs, expert fees and costs, and attorneys' fees and costs) of
6 any nature whatsoever, whether known or unknown, fixed or contingent (collectively
7 "Claims"), against each Defendant, and each Defendant's manufacturers, distributors,
8 wholesalers, licensors, licensees, auctioneers, retailers, dealers, customers, owners, purchasers,
9 users, parent companies, corporate affiliates, subsidiaries and their respective officers, directors,
10 attorneys, representatives, shareholders, agents, and employees (collectively, "Defendant
11 Releasees") arising under Proposition 65, Business & Professions Code § 17200 et seq. and
12 Business & Professions Code § 17500 et seq., related to each Defendant's, and each
13 Defendant's Releasees', alleged failure to warn of exposure to or identification of Listed
14 Chemicals contained in the Products.

15 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
16 binding resolution of any violation of Proposition 65, Business & Professions Code §§ 17200
17 et seq. and Business & Professions Code §§ 17500 et seq., that was or could have been asserted
18 Defendants for its alleged failure to provide clear and reasonable warnings of exposure to, or to
19 identify, Listed Chemicals in the Products.

20 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights
21 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims
22 against each Defendant and each Defendant's Releasees arising under Proposition 65, Business &
23 Professions Code §§ 17200 et seq. and Business & Professions Code §§ 17500 et seq., related to
24 alleged failure to warn about exposure to, or identify, Listed Chemicals contained in the Products,
25 and for all actions or statements made by Defendants or their attorneys or representatives, in the
26 course of responding to alleged violations of Proposition 65, Business & Professions Code
27 §§ 17200 or Business & Professions Code §§ 17500 by Defendants. Provided however, Plaintiff
28

1 shall remain free to institute any form of legal action to enforce the provisions of this Consent
2 Judgment.

3 It is specifically understood and agreed that the Parties intend that each Defendant's
4 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in
5 the future (so long as such Defendant complies with the terms of the Consent Judgment)
6 concerning compliance with the requirements of Proposition 65, Business and Professions Code
7 §§ 17200 *et. seq.* and Business & Professions Code §§ 17500 *et seq.*, by Defendants and
8 Defendants' Releasees as to the Listed Chemicals in the Products.

9 5.2 **Defendants' Release of Plaintiff.** Defendants waive all rights to institute any
10 form of legal action against Plaintiff, or his attorneys or representatives, for all actions taken or
11 statements made by Plaintiff and his attorneys or representatives, in the course of seeking
12 enforcement of Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business &
13 Professions Code §§ 17500 *et seq.* in this Action.

14 **6. COURT APPROVAL.**

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

20 **7. SEVERABILITY**

21 If, subsequent to Court approval of this Consent Judgment, any of the provisions of this
22 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
23 provisions remaining shall not be adversely affected.

24 **8. ATTORNEYS' FEES**

25 In the event of an action to enforce the terms of this Consent Judgment, the prevailing
26 Party shall, except as otherwise provided herein, be entitled to recover reasonable and necessary
27 costs and reasonable attorneys' fees incurred in that enforcement action.

28

1 To Plaintiff, by and through his Counsel:

2 Clifford A. Chandler
3 Chandler Law Group
4 71 Elm Street, Suite 8
New Canaan, CT 06840

5 **11. NO ADMISSIONS**

6 Nothing in this Consent Judgment shall constitute or be construed as an admission by
7 Defendants of any fact, allegation, claim, issue or violation of law, nor shall compliance with this
8 Consent Judgment constitute or be construed as an admission by Defendants of any fact,
9 allegation, claim, issue or violation of law, all of Plaintiff's claims and allegations being expressly
10 denied by each Defendant. Each Defendant reserves all of its rights and defenses with regard to
11 any claim or allegation, including but not limited to those contained in Plaintiff's Notice and
12 Complaint. However, this section shall not diminish or otherwise affect Defendants' obligations,
13 responsibilities and duties under this Consent Judgment.

14 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

26 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

27 The Parties shall mutually employ their best efforts to support the entry of this Agreement
28 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely

1 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
2 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
3 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which
4 Defendants' counsel shall prepare, within a reasonable period of time after the Execution Date
5 (i.e., not to exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based on
6 unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the
7 Joint Motion which shall, inter alia, set forth good cause for the Court's approval of the Consent
8 Judgment pursuant to the provisions of Health & Safety Code § 25249.7 and support for the fees
9 and costs to be reimbursed pursuant to Section 4. Except as provided in Section 4 herein,
10 Defendants shall have no responsibility to Plaintiff's counsel pursuant to C.C.P. § 1021.5 or
11 otherwise with regard to reimbursement of any fees and costs incurred with respect to the
12 preparation and filing of the Joint Motion and its supporting declaration or with regard to
13 Plaintiff's counsel appearing for a hearing or related proceedings thereon.

14 **15. MODIFICATION**

15 This Consent Judgment may be modified only by: (1) written agreement of the Parties
16 and upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party
17 as provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney
18 General shall be served with notice of any proposed modification to this Consent Judgment at
19 least fifteen (15) days in advance of its consideration by the Court.

20 **16. CONSENT TO JURISDICTION**

21 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
23 over Defendants as to the acts alleged in the Complaint, that venue is proper in the County of
24 Marin, and that this Court has jurisdiction to enter this Consent Judgment and to enforce the
25 provisions thereof.

26 **17. EFFECTIVE DATE**

27 For purposes of this Consent Judgment, the "Effective Date" shall be the date of approval
28 and entry by the Court.

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18. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

STIPULATED AND AGREED:

STIPULATED AND AGREED:

Date: 3/21/05

Date:

By: Russell Brimer

Defendants GENUINE PARTS COMPANY,
S.P. RICHARDS, AND HORIZON USA DATA
SUPPLIES, INC.

Plaintiff Russell Brimer

By: _____

Kathleen F. Eidbo
Associate Counsel

Date:

Defendants OFFICE DEPOT, INC., AND
VIKING OVERSEAS PRODUCTS, INC.

By: _____

Thomas Fernandez
Senior Litigation Counsel

1 18. AUTHORIZATION

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

5
6 STIPULATED AND AGREED:

7
8 Date:

9
10 By: _____
11 Plaintiff Russell Brimer

STIPULATED AND AGREED:

Date:

Defendants GENUINE PARTS COMPANY,
S.P. RICHARDS, AND HORIZON USA DATA
SUPPLIES, INC.

12 By: 

13 Kathleen F. Eidbe
14 Associate Counsel

15 Date:

16 Defendants OFFICE DEPOT, INC., AND
17 VIKING OFFICE PRODUCTS, INC.

18 By: _____

19 Thomas Fernandez
20 Senior Litigation Counsel

1 18. AUTHORIZATION

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

6 STIPULATED AND AGREED:

7
8 Date:

9
10 By: _____
11 Plaintiff Russell Brimer

STIPULATED AND AGREED:

Date:

Defendants GENUINE PARTS COMPANY,
S.F. RICHARDS, AND HORIZON USA DATA
SUPPLIES, INC.

12 By: _____
13 Kathleen E. Falbo
14 Associate Counsel

15 Date 2/20/2005

16 Defendants OFFICE DEPOT, INC., AND
17 VIKING OFFICE PRODUCTS, INC.

18 By: 
19 Tomas Fernandez
20 Senior Litigation Counsel

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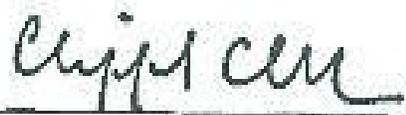
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Date: 4/25/05

CHANLER LAW GROUP

FARELLA, BRAUN & MARTEL LLP

By:



By:



Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

Christopher Locke
Attorney for Defendants
HORIZON USA DATA SUPPLIES, INC.,
S.P. RICHARDS, GENUINE PARTS
COMPANY, VIKING OFFICE PRODUCTS
AND OFFICE DEPOT, INC.

IT IS SO ORDERED:

Date: _____

JUDGE OF THE SUPERIOR COURT

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Exhibit A

All solder including, but not limited to:
Compucessory 58-piece Computer Tool Kit (97 94192 27112 5)