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16 Attorneys for Defendant
17 PARAMOUNT PARKS, INC

18 SUPERIOR COURT OF CALIFORNIA
19 COUNTY OF SANTA CLARA
20 UNLIMITED JURISDICTION

21 RUSSELL BRIMER,
22 Plaintiff,

23 v.

24 PARAMOUNT PARKS, INC.; VIACOM, INC;
25 NATIONAL AMUSEMENTS, INC.; and
26 DOES 1 through 150,
27 Defendants.

CASE NO. 104-CV-032112

~~PROPOSED~~ ORDER PURSUANT TO
TERMS OF STIPULATION AND ORDER
RE: CONSENT JUDGMENT

Date: October 25, 2005

Time: 9:00 A.M.

Dept: 2

Judge: Hon. William J. Elfving

(ENDORSED)
FILED

OCT 26 2005

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY M. HJDUK DEPUTY

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant PARAMOUNT PARKS,
2 INC., having agreed through their respective counsel that judgment be entered pursuant to the terms
3 of the Consent Judgment entered into by the above-referenced parties and attached hereto as **Exhibit**
4 **A**; and after consideration of the papers submitted and the arguments presented, the Court finds that
5 the settlement agreement set out in the attached Consent Judgment meets the criteria established by
6 Senate Bill 471, in that:

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

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

15 IT IS SO ORDERED.

16 Dated: October 25, 2005

17 WILLIAM J. ELFVING
18 Hon. William J. Elfving
19 JUDGE OF THE SUPERIOR COURT
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**STIPULATION AND [PROPOSED] ORDER
RE: CONSENT JUDGMENT**

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1. PARTIES

1.1 Plaintiff and Settling Defendant This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereafter "Brimer") and defendant Paramount Parks, Inc. (hereafter "Paramount Parks"), with Brimer and Paramount Parks collectively referred to as the "Parties" and each separately being a "Party".

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

1.3 General Allegations Brimer alleges that Paramount Parks has sold in the State of California certain glassware (including, but not limited to, beverage glasses), with colored artwork, designs or markings on the exterior surface with materials in that colored artwork, designs or markings that contain lead, cadmium, or both that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 *et seq.*, also known as Proposition 65, to cause cancer and birth defects and other reproductive harm. Lead and cadmium shall be referred to herein as "Listed Chemicals."

1.4 Product Descriptions Paramount Parks has listed on Exhibit A the glassware products that it sold in 2004. The parties agree that products of the type (regardless of the specific decorative design) listed on Exhibit A are defined here as "Covered Products" and are covered by this Consent Judgment.

1.5 Notices of Violation On September 2, 2004, Brimer served Paramount Parks and various public enforcement agencies with a "60-Day Notice of Violation" ("Notice") that provided Paramount Parks and such public enforcers with notice that alleged that it was in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products that it sold expose users in California to Listed Chemicals.

1.6 Complaint On December 10, 2004, Brimer, in the interest of the general public in California, filed the complaint (hereafter referred to as "Complaint" or the "Action") in the Superior

1 Court for Santa Clara County against Paramount Parks, alleging violations of Health & Safety Code
2 § 25249.6 based on the alleged exposures to one or more of the Listed Chemicals contained in
3 certain products sold by Paramount Parks.

4 **1.7 No Admission** Paramount Parks denies the material factual and legal allegations
5 contained in Brimer's Notice and Complaint and maintains that all products that it has sold in
6 California including the products on Exhibit A have been and are in compliance with all laws.
7 Nothing in this Consent Judgment shall be construed as an admission by Paramount Parks of any
8 fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute
9 or be construed as an admission by Paramount Parks of any fact, finding, conclusion, issue of law or
10 violation of law. However, this section shall not diminish or otherwise affect the obligations,
11 responsibilities and duties of Paramount Parks under this Consent Judgment.

12 **1.8 Consent to Jurisdiction** For purposes of this Consent Judgment only, the Parties
13 stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint
14 and personal jurisdiction over Paramount Parks as to the acts alleged in the Complaint, that venue is
15 proper in the County of Santa Clara, and that this Court has jurisdiction to enter this Consent
16 Judgment and to enforce the provisions thereof.

17 **1.9 Effective Date** For purposes of this Consent Judgment, the term "Execution Date"
18 shall mean May 20, 2005 and the term "Effective Date" shall mean the date upon which this Consent
19 Judgment is approved and entered as a judgment by the Court.

20 **2. INJUNCTIVE RELIEF: REFORMULATION AND PROPOSITION 65 WARNINGS**

21 **2.1. Definition of Reformulated Products** Glassware sold after December 31, 2005 that
22 only use decorating materials containing less than 0.06% lead by weight and less than 0.24%
23 cadmium by weight as measured either before or after the material is fired onto (or otherwise affixed
24 to) the glassware, using a sample size of the materials in question measuring approximately 50-100
25 mg and a test method of sufficient sensitivity to establish a limit of quantitation of less than 600 ppm
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27
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1 are defined here as "Reformulated Products."¹ No lead, lead compounds, or cadmium warnings
2 need be provided for Reformulated Products.

3 **2.2 WARNING OBLIGATIONS FOR NON-REFORMULATED PRODUCTS**

4 **2.2.A. Required Warnings and Covered Products** After the Execution Date,
5 Paramount Parks shall not sell or offer for sale in California any Covered Products (except any
6 Reformulated Products) containing the Listed Chemicals, unless warnings are given in accordance
7 with one or more provisions in subsection 2.3 below.
8

9 **2.3 CLEAR AND REASONABLE WARNINGS**

10 **2.3.A. Product Labeling** A warning is affixed to the packaging, labeling or directly
11 to or on a Covered Product by the manufacturer, importer, or distributor of the Covered Product that
12 states:

13
14 **WARNING: The materials used as colored decorations on the exterior
15 of this product contain lead, cadmium, or both, chemicals
16 known to the State of California to cause birth defects or
17 other reproductive harm.**

18 or

19 **WARNING: The materials used as colored decorations on the exterior
20 of these products contain lead, cadmium, or both,
21 chemicals known to the State of California to cause birth
22 defects or other reproductive harm.²**

23 Warnings issued for Covered Products (except Reformulated Products) pursuant to
24 this subsection shall be prominently placed with such conspicuousness as compared with other
25 words, statements, designs, or devices as to render it likely to be read and understood by an ordinary
26

27 ¹ If the decoration is tested after it is affixed to the Product, the Percentage of the Listed
28 Chemical by weight must be related only to the other portions of the decorating material and not
include any calculation of non-decorating material, e.g. glass.

² This formulation of the warning may only be used with respect to Covered Products when
sold as a set.

1 individual under customary conditions of use or purchase. Any changes to the language or format of
2 the warning required by this subsection shall only be made following: (1) approval of Brimer; (2)
3 approval from the California Attorney General's Office, provided that written notice of at least
4 fifteen (15) days is given to Brimer for the opportunity to comment; or (3) Court approval.

5 **2.3.B. Point-of-Sale Warnings** Paramount Parks may execute its warning
6 obligations, where applicable, through the posting of signs at its retail outlets in the State of
7 California at which Covered Products are sold, in accordance with the following terms:

8 1. Point of Sale warnings may be provided through one or more signs posted at or near the point
9 of sale or display of the Covered Products that state:

10 **WARNING: The materials used as colored decorations on the**
11 **exterior of this product contain lead, cadmium, or**
12 **both, chemicals known to the State of California to**
13 **cause birth defects or other reproductive harm.**

14 or

15 **WARNING: The materials used as colored decorations on the**
16 **exterior of the following glassware products sold in**
17 **this store contain lead, cadmium, or both, chemicals**
18 **known to the State of California to cause birth**
19 **defects or other reproductive harm. [Insert list of**
20 **items on warning]**

21 2. A point of sale warning provided pursuant to subsection 2.3.B.1 shall be prominently placed
22 with such conspicuousness as compared with other words, statements, designs, or devices as to
23 render it likely to be read and understood by an ordinary individual under customary conditions of
24 use or purchase and shall be placed or written in a manner such that the consumer understands to
25 which specific Covered Products the warnings apply so as to minimize if not eliminate the chances
26 that an overwarning situation will arise. Any changes to the language or format of the warning
27 required for Covered Products by this subsection shall only be made following: (1) approval of
28 Brimer; (2) approval from the California Attorney General's Office, provided that written notice of
at least fifteen (15) days is given to Brimer for the opportunity to comment; or (3) Court approval.

2.3.C. Mail Order and Internet Sales After the Execution Date, Paramount Parks
shall not knowingly sell or distribute any of the Covered Products (except for Reformulated

1 Products) by mail order catalog or the Internet to California residents, unless warnings are provided
2 as set forth below.

3 For Covered Products (except Reformulated Products) that are sold by Paramount
4 Parks by mail order or from the Internet to California residents, a warning containing the language in
5 subsection 2.3.A shall be included, at Paramount Parks' sole option, either: (a) in the mail order
6 catalog (if any) or on the website (if any) pursuant to subsection 2.3.C.1. or 2.3.C.2.; or (b) with the
7 Covered Product when it is shipped to an address in California pursuant to subsection 2.3.C.3. Any
8 warnings given in the mail order catalogs or on the website shall identify the specific Covered
9 Products to which the warning applies. If Paramount Parks elects to provide warnings in the mail
10 order catalog, then such warnings (at a location designated in subsection 2.3.C.1) shall be included
11 in any new galley prints of such catalogs sent to the printer at least ten (10) business days after
12 notice of entry of this Consent Judgment is served on Paramount Parks. Nothing in this subsection
13 (2.3.C.) shall require Paramount Parks to provide warnings for any Covered Product ordered from a
14 mail order catalog printed prior to the date notice of entry of this Consent Judgment is served on
15 Paramount Parks, or modify any such mail order catalogs.

16 **2.3.C.1. Mail Order Catalog** The Warning Message shall be stated within
17 the catalog, either (a) on the inside front cover of any catalog, (b) on the same page as any order
18 form, or (c) on the same page as the price, in the same type size as the surrounding, non-heading
19 text, with the same language as that appearing in subsection 2.3.A.³

20 **2.3.C.2. Internet Web Sites** The warning text, or a link to a page
21 containing the warning text, shall be displayed either (a) on the same page on which a Covered
22 Product is displayed, (b) on the same page as any order form for a Covered Product, (c) on the same
23 page as the price for any Covered Product, (d) on one or more pages displayed to a purchaser over
24 the Internet or via electronic mail during the checkout and order confirmation process for sale of a
25 Covered Product, or (e) in any manner such that is likely to be read and understood by an ordinary
26 individual under customary conditions of purchase of a Covered Product, including the same

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28 ³ The restriction set forth in footnote 2 above applies in this context as well.

1 language as that appearing in subsection 2.3.A.. If a link is used, it shall state "Warning information
2 for California residents," and shall be of a size equal to the size of other links on the page.

3 **2.3.C.3. Package Insert or Label** Alternatively, a warning may be
4 provided with the Covered Product when it is shipped directly to a consumer in California, by
5 (a) product labeling pursuant to subsection 2.3.A. above, (b) inserting a card or slip of paper
6 measuring at least 4" x 6" in the shipping carton, or (c) including the warning on the packing slip or
7 customer invoice identifying the Covered Product in lettering of the same size as the description of
8 the Covered Product. The warning shall include the language appearing in subsection 2.3.A. and
9 shall inform the consumer that he or she may return the product for a full refund within 30 days of
10 receipt.

11 **3. MONETARY PAYMENTS**

12 **3.1 Penalties Pursuant To Health & Safety Code §25249.7(b)** Pursuant to Health &
13 Safety Code Section 25249.7(b), Paramount Parks shall pay \$10,000.00 in civil penalties, with the
14 penalty payment to be made on or before June 24, 2005, and made payable to "Chanler Law Group
15 in Trust For Russell Brimer."

16 **3.2 Apportionment of Penalties Received** All penalty monies received shall be
17 apportioned by Brimer in accordance with Health & Safety Code § 25192, with 75% of these funds
18 remitted to the State of California's Office of Environmental Health Hazard Assessment and the
19 remaining 25% of these penalty monies retained by Brimer as provided by Health & Safety Code
20 § 25249.12(d) Brimer shall bear all responsibility for apportioning and paying to the State of
21 California the appropriate civil penalties paid in accordance with this Section.

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

23 The Parties acknowledge that Brimer and his counsel offered to resolve this dispute without
24 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee
25 issue to be resolved after the material terms of the agreement had been settled. The Parties then
26 attempted to (and did) reach an accord on the compensation due to Brimer and his counsel under the
27 private attorney general doctrine codified at Code of Civil Procedure § 1021.5 for all work
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1 performed through the Effective Date of the Agreement. Under the private attorney general doctrine
2 codified at Code of Civil Procedure § 1021.5, Paramount Parks shall reimburse Brimer and his
3 counsel for fees and costs, incurred as a result of investigating, bringing this matter Paramount
4 Parks' attention, litigating and negotiating a settlement in the public interest. Paramount Parks shall
5 pay Brimer and his counsel \$30,000.00 for all attorneys' fees, expert and investigation fees, and
6 litigation costs. The payment shall be made payable to "Chanler Law Group" and delivered to
7 Plaintiff's counsel at the address listed on Exhibit B on or before June 24, 2005. Except as
8 specifically provided in this Consent Judgment, Paramount Parks shall not have any further
9 obligation with regard to reimbursement of Brimer's attorney's fees and costs with regard to the
10 Covered Products in this Action.

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

13 **5.1 Release of Paramount Parks** In further consideration of the promises and
14 agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4, Brimer,
15 on behalf of himself, his past and current agents, representatives, attorneys, successors and/or
16 assignees, and in the interest of the general public, hereby waives all rights to institute or participate
17 in, directly or indirectly, any form of legal action and release all claims, including, without
18 limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, obligations,
19 damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees,
20 expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
21 contingent (collectively "Claims"), against Paramount Parks and each of its distributors, wholesalers,
22 licensors, licensees, auctioneers, retailers, dealers, customers, owners, purchasers, users, parent
23 companies, corporate affiliates, subsidiaries and their respective officers, directors, attorneys,
24 representatives, shareholders, agents, and employees, including but not limited to Viacom, Inc. and
25 National Amusements, Inc. (collectively, "Defendant Releasees") arising under Proposition 65,
26 Business & Professions Code § 17200 *et seq.* and Business & Professions Code § 17500 *et seq.*,
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1 related to Paramount Parks' or Defendant Releasees' alleged failure to warn about exposures to or
2 identification of Listed Chemicals contained in the Covered Products.

3 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
4 binding resolution of any violation of Proposition 65, Business & Professions Code §§ 17200 *et seq.*
5 and Business & Professions Code §§ 17500 *et seq.*, that have been or could have been asserted in the
6 Complaint against Paramount Parks for its alleged failure to provide clear and reasonable warnings
7 of exposure to or identification of Listed Chemicals in the Covered Products.

8 In addition, Brimer, on behalf of himself, his attorneys, and his agents, waive all rights to
9 institute or participate in, directly or indirectly, any form of legal action and releases all Claims
10 against the Defendant Releasees arising under Proposition 65, Business & Professions Code
11 §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, related to each of the Defendant
12 Releasees' alleged failures to warn about exposures to or identification of Listed Chemicals
13 contained in the Products and for all actions or statements made by Paramount Parks or its attorneys
14 or representatives, in the course of responding to alleged violations of Proposition 65, Business &
15 Professions Code §§ 17200 or Business & Professions Code §§ 17500 by Paramount Parks.
16 Provided however, Brimer shall remain free to institute any form of legal action to enforce the
17 provisions of this Consent Judgment.

18 It is specifically understood and agreed that the Parties intend that Paramount Parks'
19 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in the
20 future (so long as Paramount Parks complies with the terms of the Consent Judgment) concerning
21 Paramount Parks and its Defendant Releasees' compliance with the requirements of Proposition 65,
22 Business and Professions Code §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*,
23 as to the Listed Chemicals in the Products.

24 The releases provided by Brimer in this subsection shall not extend upstream to the product
25 manufacturers or to any product distributor or supplier from whom Paramount Parks purchased any
26 products that are identified in Exhibit A.

27 **5.2 Paramount Parks' Release of Plaintiff** Paramount Parks waives all rights to
28 institute any form of legal action against Brimer, or his attorneys or representatives, for all actions

1 taken or statements made by Brimer and his attorneys or representatives, in the course of seeking
2 enforcement of Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business &
3 Professions Code §§ 17500 *et seq.* in this Action.

4 **6. COURT APPROVAL**

5 This Consent Judgment is not effective until it is approved and entered by the Court and shall
6 be null and void if, for any reason, it is not approved and entered by the Court within one year after
7 it has been fully executed by all Parties, in which event any monies that have been provided to
8 Brimer or his counsel pursuant to subsection 3.1 or Section 4 above, shall be refunded within fifteen
9 (15) days.

10 **7. SEVERABILITY**

11 If, subsequent to court approval of this Consent Judgment, any of the provisions of this
12 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions
13 remaining shall not be adversely affected.

14 **8. ATTORNEYS' FEES**

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

18 **9. ENFORCEMENT OF CONSENT JUDGMENT WITH REGARD TO RETAIL**
19 **STORES IN CALIFORNIA**

20 **9.1** Before moving to enforce the terms and conditions of Section 2 of this Consent
21 Judgment against Paramount Parks with respect to an alleged violation occurring at a retail store
22 located in California, Brimer and others must follow the procedures set forth in subsections 9.2
23 through 9.4.

24 **9.2** In the event that Brimer and/or his attorneys, agents, assigns, or any other person
25 acting in the public interest under Health & Safety Code § 25249.7(d), (hereinafter "Notifying
26 Person") identify one or more retail stores in California owned and operated by Paramount Parks at
27 which Products are sold (hereinafter "retail outlet") for which the warnings for those Covered
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1 Products required under subsections 2.3.A or 2.3.B of this Consent Judgment are not being given,
2 such Notifying Person shall notify, in writing, Paramount Parks of such alleged failure to warn (the
3 "Notice of Breach"). The Notice of Breach shall be sent by first class mail, with proof of service, to
4 the person(s) identified in Exhibit B, and must be served within sixty (60) days of the date the
5 alleged violation was observed. The Notice of Breach shall identify the date the alleged violation
6 was observed and the retail outlet in question, and reasonably describe the nature of the alleged
7 violation with sufficient detail to allow Paramount Parks to determine the basis of the claim being
8 asserted and the identities of the Covered Products to which those assertions apply.

9
10 9.3 In the event that the Notifying Person identifies a specific retail outlet, other than the
11 specific one identified in subsection 9.2 of this Consent Judgment, not giving warnings for Covered
12 Products as required under subsections 2.3.A or 2.3.B of this Consent Judgment, such Notifying
13 Person shall serve Paramount Parks with another Notice of Breach in the manner described in
14 subsection 9.2 and provide the information required in subsection 9.2.

15 9.4 The Notifying Person shall take no further action against Paramount Parks unless the
16 Notifying Person discovers, at least thirty (30) days after service of the Notices of Breach served
17 pursuant to subsections 9.2 and 9.3, another failure to warn for any Covered Product whether or not
18 the alleged failure to warn is at the same retail outlet(s) identified in the Notices of Breach served
19 pursuant to subsections 9.2 and 9.3.

20 **10. GOVERNING LAW**

21 The terms of this Consent Judgment shall be governed by the laws of the State of California
22 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
23 rendered inapplicable by reason of law generally, or as to the Covered Products specifically, then
24 Paramount Parks shall have no further obligations pursuant to this Consent Judgment with respect to,
25 and to the extent that, those Covered Products are so affected.

26 **11. NOTICES**

27 All correspondence and notices required to be provided pursuant to this Consent Judgment
28 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,

1 return receipt requested or (ii) overnight courier on any Party by the others at the addresses listed in
2 Exhibit B. Any Party, from time to time, may specify a change of address to which all notices and
3 other communications shall be sent.

4 **12. NO ADMISSIONS.**

5 Nothing in this Consent Judgment shall constitute or be construed as an admission by
6 Paramount Parks of any fact, finding, conclusion, issue of law, or violation of law, nor shall
7 compliance with this Consent Judgment constitute or be construed as an admission by Paramount
8 Parks of any fact, finding, conclusion, issue of issue of law, or violation of law, such being
9 specifically denied by Paramount Parks. Paramount Parks reserves all of its rights and defenses with
10 regard to any claim by any party under Proposition 65 or otherwise. However, this Section shall not
11 diminish or otherwise affect Paramount Parks' obligations, responsibilities and duties under this
12 Consent Judgment.

13 **13. COUNTERPARTS; FACSIMILE SIGNATURES**

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

17 **14. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

18 Brimer agrees to comply with the reporting form requirements referenced in Health & Safety
19 Code § 25249.7(f). Pursuant to regulations promulgated under that section, Brimer shall present this
20 Consent Judgment to the California Attorney General's Office within five (5) days after receiving all
21 of the necessary signatures. A noticed motion to enter the Consent Judgment will then be served on
22 the Attorney General's Office at least forty-five (45) days prior to the date a hearing is scheduled on
23 such motion in the Superior Court for the County of Santa Clara unless the Court allows a shorter
24 period of time.

25 **15. ADDITIONAL POST EXECUTION ACTIVITIES**

26 The Parties shall mutually employ their best efforts to support the entry of this Stipulation as
27 a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner.
28 The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion is

1 required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties agree to file
2 a *Joint Motion to Approve the Stipulation* ("Joint Motion"), the first draft of which Paramount Parks
3 shall prepare, within a reasonable period of time after the Execution Date (i.e., not to exceed
4 fourteen (14) days unless otherwise agreed to by Brimer's counsel based on unanticipated
5 circumstances). Brimer's counsel shall prepare a declaration in support of the Joint Motion which
6 shall, *inter alia*, set forth support for the fees and costs to be reimbursed pursuant to Section 4.
7 Paramount Parks shall have no additional responsibility to Plaintiff's counsel pursuant to C.C.P.
8 § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to
9 the preparation and filing of the Joint Motion and its supporting declaration or with regard to
10 Brimer's counsel appearing for a hearing or related proceedings thereon.

11 Within ten (10) days of entry of this Consent Judgment, Brimer shall file a dismissal without
12 prejudice of defendants Viacom, Inc. and National Amusements, Inc.

13 **16. MODIFICATION**

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

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17. **AUTHORIZATION**

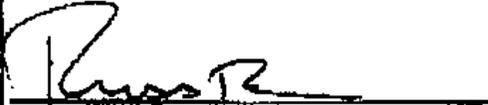
The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

DATE: 6.15.05

DATE: _____



Paramount Parks, Inc.

Plaintiff Russell Brimer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DATE: 6/16/05

DATE: _____



Linnea Brown

Daniel Bornstein
Paras Law Group
Attorneys for Plaintiff Russell Brimer

Linnea Brown
Holme Roberts & Owen LLP
Attorney for Defendant Paramount Parks, Inc.

1 **17. 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.

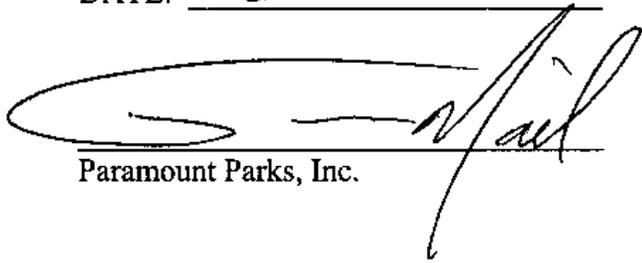
5
6 **AGREED TO:**

AGREED TO:

7 **DATE:** _____

DATE: 6-21-05

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9
10 Plaintiff Russell Brimer


10 Paramount Parks, Inc.

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13 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

14 **DATE:** _____

DATE: _____

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17 Daniel Bornstein
18 Paras Law Group
19 Attorneys for Plaintiff Russell Brimer

20 Linnea Brown
21 Holme Roberts & Owen LLP
22 Attorney for Defendant Paramount Parks, Inc.

1 **17. 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.

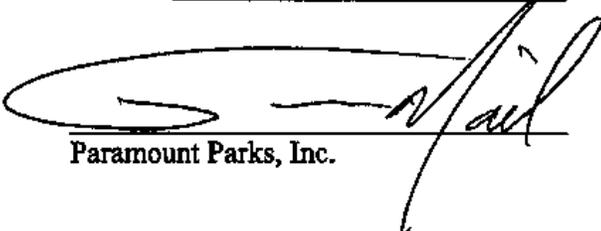
5
6 **AGREED TO:**

AGREED TO:

7 **DATE:** _____

DATE: 6-21-05

8
9
10 Plaintiff Russell Brimer


11
12
13 Paramount Parks, Inc.

14 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

15 **DATE:** _____

DATE: 6-21-05

16
17 Daniel Bornstein
18 Paras Law Group
19 Attorneys for Plaintiff Russell Brimer


20 Linnea Brown
21 Holme Roberts & Owen LLP
22 Attorney for Defendant Paramount Parks, Inc.
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EXHIBIT A

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>QTY SOLD - 2004</u>
1076518	MUG 16OZ SBSP FACE 2SIDES	1171
1893259	MUG SCOOPY NAME PROGRAM	634
1088319	SHOT SET FROSTED TOP GUN	553
1091946	SHOOTER PN BOWTIE BLK	309
1091945	SHOT PN BOWTIE BLK	365
1080472	SHOOTER TOP GUN W/POLY ATTACH	295
1778578	MUG PARK OVERALL NAME	851
1076519	MUG 16OZ SCBY FULL FACE	243
1078627	SHOT PN NEW LOGO DESIGN	378
954109	MUG TOP GUN CAMO JUMBO	501
1072026	MUG SBSP MINI	1521
1070892	SHOT PP STAR GLD	259
1082842	MUG SBSP MINI PP	634
1070893	SHOOTER PP STAR GLD	207
1778594	SHOTGLASS PARK OVERALL NAME	595
1086919	MUG SCBY MINI	884
1070418	MUG CERAMIC SCBY WHT	141
1019592	MUG OO7 FROSTY MEDIUM	652
1046710	SHOTGLASS	192
954145	STEIN INVERTIGO 2TONE FROST	261
1005868	MUG PGA THUMBREST	170
1054205	MUG FLAG PP	167
954141	SHOOTER INVERTIGO 2TONE FROST	110
1040313	SHOOTER PN TALL CORDIAL	77
1089380	MUG OUTFITTERS PN STEIN NAT/GL	32
1005867	MUG PGA MILKVAN BLUE/BLACK	156
954051	TUMBLER DROP ZONE 2TONE FROST	87
954048	SHOOTER DROP ZONE 2TONE FROST	101
1078628	SHOT X-TREME SKYFLYER	68
1089384	SHOOTER SURPLUS PN CER WHT/SVR	53
954052	STEIN DROP ZONE 2TONE FROST	81
954144	TUMBLER INVERTIGO 2TONE FROST	73
1082844	MUG GLS OLV PP 11OZ AST	35
1089382	MUG SURPLUS PN STEIN WHT/SVR	15
954049	SHOTGLASS DROP ZONE 2TONE	46
954050	MUG DROP ZONE 2TONE FROST	41
954143	MUG INVERTIGO 2TONE FROST	60
1008627	SHOOTER DEMON PEDISTAL CLEAR	115
1851589	MUG DINO RELIEF	89

954142	SHOTGLASS INVERTIGO 2TONE	27
1005849	MUG PGA FROSTED RELIEF	18
1018897	MUG AUSTIN POWERS	14
1005305	MUG TOMMY FIGURAL	57
1048570	MUG PSYCHO MOUSE BLACK	19
1003685	SHOTGLASS BOND SWIRL LOGO BLK	176
1008628	SHOOTER DEMON FLARED CLEAR	54
1082846	TUMBLER GLS OLIVE PP 10OZ AS	9
1021397	ST earth tour shtr cobalt	12
1005307	MUG CHUCKIE FIGURAL	44
1018895	MUG AUSTIN POWERS GRR IN SWNGR	8
1003684	MUG BOND SWIRL LOGO BLACK	78
1830458	TUMBLER RM ACRYLIC G/T	34
1018894	MUG AUSTIN POWERS OH BEHAVE	6
1853257	GLASS JUICE DINO PGA CLEAR	48
1043679	SHOT GLASS PSYCHO MOUSE	7
1082845	TUMBLER GLS OLV 16OZ AST	2
1034789	MUG SCOOPY DOO MYSTERY MACHINE	1
1016316	MUG FIG SWEI JAR JAR CERAMIC	1
1851592	MUG SCOOPY RELIEF	2
1039462	GLASS JUICE TOMMY/DILL VRG	19
1043681	SHOOTER PSYCHO MOUSE	3
1864152	BEERSTEIN OCTOBERFEST	2

EXHIBIT B

Notices

Notice to Plaintiff's Counsel:

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Notice to Paramount Parks, Inc.:

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Vice President, Associate General Counsel
Paramount Parks, Inc.
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Charlotte, NC 28217
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(704) 561-8997 - facsimile

and

The Registered Agent for Paramount Parks, Inc.

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4 Mill Valley, CA 94941
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7 Attorneys for Plaintiff
8 RUSSELL BRIMER

9 Meryl L. Macklin (CA State Bar No. 115053)
10 Linnea Brown (CA State Bar No. 225792)
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13 San Francisco, CA 94111-3404
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16 Attorneys for Defendant
17 PARAMOUNT PARKS, INC

18 SUPERIOR COURT OF CALIFORNIA
19 COUNTY OF SANTA CLARA
20 UNLIMITED JURISDICTION

21 RUSSELL BRIMER,
22 Plaintiff,

23 v.

24 PARAMOUNT PARKS, INC.; VIACOM, INC;
25 NATIONAL AMUSEMENTS, INC.; and
26 DOES 1 through 150,
27 Defendants.

CASE NO. 104-CV-032112

~~PROPOSED~~ JUDGMENT PURSUANT TO
STIPULATION AND ORDER RE:
CONSENT JUDGMENT

Date: October 25, 2005

Time: 9:00 A.M.

Dept: 2

Judge: Hon. William J. Elfving

(ENDORSED)
FILED

OCT 26 2005

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY M. HIJDUK DEPUTY

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant PARAMOUNT PARKS,
2 INC., having agreed through their respective counsel that judgment be entered pursuant to the terms
3 of the Consent Judgment entered into by the parties, and after issuing an Order Approving
4 Proposition 65 Settlement Agreement and Consent Judgment on October 25, 2005.

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
6 Procedure section 664.5, judgment is entered in accordance with the terms of the Order Approving
7 Proposition 65 Settlement Agreement and Consent Judgment, between the parties.

8 IT IS SO ORDERED.
9

10 Dated: October 25, 2005

WILLIAM J. ELFVING

Hon. William J. Elfving
JUDGE OF THE SUPERIOR COURT