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9 Attorneys for Plaintiff
RUSSELL BRIMER
10
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 IN AND FOR THE COUNTY OF MARIN
14 UNLIMITED CIVIL JURSDICTION
15

16 RUSSELL BRIMER,

17 Plaintiff,

18 v.

19 TEAM PRODUCTS INTERNATIONAL,
20 INC.; WAL-MART STORES, INC.; and
DOES 1 through 150,

21 Defendants.
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FILED
JUL - 7 2005

MARIN COUNTY SUPERIOR COURT
BY: K. MAIN, DEPUTY

No. CV-045325

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

Date: July 7, 2005

Time: 9:00 a.m.

Dept: C

Judge: Hon. Michael Dufficy

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendants TEAM
2 PRODUCTS INTERNATIONAL, INC. and WAL-MART STORES, INC., et al. ("Settling
3 Defendants"), having agreed through their respective counsel that judgment be entered pursuant to
4 the terms of the Consent Judgment entered into by the above-referenced parties and attached hereto
5 as **Exhibit A**; and after consideration of the papers submitted and the arguments presented, the
6 Court finds that the settlement agreement set out in the attached Consent Judgment meets the
7 criteria established by Senate Bill 471, in that:

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

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

16 IT IS SO ORDERED.

17 Dated: July 7, 2005

MICHAEL B. DUFFICY

Hon. Michael B. Dufficy
JUDGE OF THE SUPERIOR COURT

EXHIBIT /A

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

7 Attorneys for Plaintiff
8 Russell Brimer

9 Kevin Weinman
10 BELSOLE AND KURNOS, L.L.C.
11 3 Prospect Street
12 Morristown, New Jersey 07960-6809
13 Telephone: (971) 539-1100
14 Facsimile: (973) 539-8464

15 Attorneys for Defendant
16 Team Products International, Inc.

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 TEAM PRODUCTS INTERNATIONAL, INC.;
24 WAL-MART STORES, INC.; and DOES 1
25 through 150,,
26 Defendants.

Case No. CV045325

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

27 **1. INTRODUCTION**

28 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and
between plaintiff Russell Brimer (hereafter “Brimer” or “Plaintiff”) and TEAM PRODUCTS

1 INTERNATIONAL, INC. (hereafter “Team”), with Plaintiff and Team collectively referred to as
2 the “Parties” and Brimer and Team each being a “Party.”

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

6 1.3 **General Allegations.** Plaintiff alleges that Team has manufactured, distributed
7 and/or sold in the State of California glass and metal night lights that contain lead (and/or lead
8 compounds) that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of
9 1986, California Health & Safety Code §§ 25249.5 et seq., also known as Proposition 65, to cause
10 cancer and birth defects (or other reproductive harm). Lead (and/or lead compounds) shall be
11 referred to herein as “Listed Chemicals.”

12 1.4 **Product Descriptions.** The products that are covered by this Consent Judgment
13 are defined as follows: all glass and metal night lights containing lead manufactured, sold and/or
14 distributed by Team in the State of California including, by way of example and without
15 limitation, the product contained in the items listed at Exhibit A. Such products collectively are
16 referred to herein as the “Products.”

17 1.5 **Notices of Violation.** Beginning on September 2, 2004, Brimer served Team and
18 various public enforcement agencies with documents, entitled “60-Day Notice of Violation”
19 (“Notice”) that provided Team and such public enforcers with notice that alleged that Team was
20 in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain
21 products that it sold expose users in California to lead.

22 1.6 **Complaint.** On December 7, 2004, Brimer, in the interest of the general public in
23 California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the
24 Superior Court in and for the County of Marin against Team, Wal-Mart Stores, Inc. (“Wal-Mart”)
25 and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6 based on the
26 alleged exposures to one or more of the Listed Chemicals contained in certain products sold by
27 Team.
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1 1.7 **No Admission.** Team and Wal-Mart deny the material factual and legal
2 allegations contained in Plaintiff's Notices and Complaint and maintains that all products that it
3 has sold and distributed in California including the Products have been and are in compliance
4 with all laws. Nothing in this Consent Judgment shall be construed as an admission by Team or
5 Wal-Mart of any fact, finding, issue of law, or violation of law, nor shall compliance with this
6 Agreement constitute or be construed as an admission by Team or Wal-Mart of any fact, finding,
7 conclusion, issue of law or violation of law. Nor shall this Consent Judgment be construed as an
8 admission by Team or Wal-Mart that the conditions of Paragraph 2.3 including the methodology
9 for quantifying lead exposure, the amount of such exposure and the lead content by weight or the
10 universally recognized methods according to the scientific community as the appropriate methods
11 for determining the exposure to lead from a reasonably foreseeable use of the Product. However,
12 this section shall not diminish or otherwise affect the obligations, responsibilities and duties of
13 Team under this Consent Judgment.

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

19 1.9 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall be
20 March 31, 2005.

21 **2. INJUNCTIVE RELIEF: PROPOSITION 65**

22 2.1 **WARNINGS AND REFORMULATION OBLIGATIONS**

23 (a) **Required Warnings.** After March 15, 2005, Team or any person on its
24 behalf shall not transmit to any retailer to sell in California any Products containing the Listed
25 Chemicals, unless warnings are given in accordance with one or more provisions in
26 subsection 2.2 below.

27 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and
28 2.2 below shall not apply to any Reformulated Products as defined in subsection 2.3 below.

1 (c) Wal-Mart shall not have any obligations under this Section 2.

2 **2.2 CLEAR AND REASONABLE WARNINGS**

3 (a) **Product Labeling.** A warning is affixed to the packaging as a sticker;
4 labeling or directly to or on a Product by Team, its agent, or the manufacturer, importer, or
5 distributor of the Product that states:

6 **WARNING: The materials used on the exterior of this**
7 **product contain lead, a chemical known to the**
8 **State of California to cause birth defects or**
9 **other reproductive harm. Wash hands after**
10 **handling.**

11 **or**

12 **WARNING: The materials used on the exterior of the**
13 **following products contain lead, a chemical**
14 **known to the State of California to cause birth**
15 **defects or other reproductive harm. Wash**
16 **hands after handling.**

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

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

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

1 **WARNING: The materials used on the exterior of this product**
2 **contain lead, a chemical known to the State of**
3 **California to cause birth defects or other**
4 **reproductive harm.**

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

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

23 2.3 **REFORMULATION STANDARDS:** Products satisfying the conditions in
24 either section 2.3(a) or 2.3(b) or 2.3(c), or any combination therein, are referred to as
25 "Reformulated Products" and may be sold in California without warnings:

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27 (a) any Product containing 0.9 percent (.9%) lead or less (be weight) in each
28 material used in the Products (such as solder); or

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(b) Any Product, for which the reasonably foreseeable exposure to the Listed Chemical from the product is indirect, that yields a result of less than 5 micrograms (ugs) of lead by a single GhostWipe test conducted on all metal portions of the perimeter or other surface area of the Product, performed as outlined in NIOSH method of detection 9100; or

(c) Any Product where the lead material is only located in a portion of the product where it is not reasonably foreseeable that an exposure will occur during normal use.

2.3.1 For the purposes of this Agreement, the reasonably foreseeable exposure of the Products shall be presumed to be indirect.

2.4 **REFORMULATION COMMITMENT.** Team agrees to take commercially reasonable steps ensure that the Products sold in the State of California qualify as Reformulated Products as set forth in this Agreement. This commitment may be satisfied by Team specifying that its supplier provide lead free solder (solder containing 0.9% lead or less by weight) where that solder would be on a portion of the product where it is reasonably foreseeable that an exposure would occur during normal use. Notwithstanding Team’s commitment to reformulate the Products, the Products may continue to be sold without reformulation, but with the required warnings through September 30, 2005.

3. MONETARY PAYMENTS.

3.1 **Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to Health & Safety Code Section 25249.7(b), Team shall pay \$5,000 in civil penalties. The penalty payment shall be made payable to “Chanler Law Group in Trust For Russell Brimer,” and shall be delivered to Plaintiff’s counsel on or before April 1, 2005, at the following address:

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

1 (a) In the event that Team pays any penalty and the Consent Judgment is not
2 thereafter approved and entered by the Court, Brimer shall return any penalty funds paid under
3 this agreement within fifteen (15) days of receipt of a written request from Team following notice
4 of the issuance of the Court's decision.

5 (b) The Parties agree that Team's potential interest in and ability to acquire
6 and market Reformulated Products is to be accounted for in this section and, since it is not a
7 remedy provided for by law, the absence of Team previously acquiring, manufacturing, marketing
8 or selling Reformulated Products is not relevant to the establishment of a penalty amount
9 pursuant to section 3.1 above.

10 (c) **Apportionment of Penalties Received.** After Court approval of this
11 Consent Judgment pursuant to section 6, all penalty monies received shall be apportioned by
12 Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to
13 the State of California's Office of Environmental Health Hazard Assessment and the remaining
14 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code
15 § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of
16 California the appropriate civil penalties paid in accordance with this section.

17 (d) Wal-Mart has no obligation to make monetary payments under this
18 Stipulation and Order

19 (e) All amounts paid by Team under this Section 4, including amounts for civil
20 penalties shall be held in the trust account of Plaintiff's attorney and not released until there is a
21 Court approval of this Consent Judgment. In the event this Consent Judgment is disapproved by
22 the Court, all monies shall be returned to Team within fifteen (15) days.

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

24 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this
25 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
26 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
27 Team then expressed a desire to resolve the fee and cost issue shortly after the other settlement
28 terms had been finalized. The Parties then attempted to (and did) reach an accord on the

1 compensation due to Plaintiff and his counsel under the private attorney general doctrine codified
2 at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date of the
3 Agreement. Under the private attorney general doctrine codified at Code of Civil Procedure
4 § 1021.5, Team shall reimburse Plaintiff and his counsel for fees and costs, incurred as a result of
5 investigating, bringing this matter to Team’s attention, litigating and negotiating a settlement in
6 the public interest. Team shall pay Plaintiff and his counsel \$29,999 for all attorneys’ fees, expert
7 and investigation fees, and litigation costs. The payment shall be made payable to the “Chanler
8 Law Group” and shall be delivered to Plaintiff’s counsel as follows: 50% on March 31, 2005;
9 25% on May 1, 2005 and 25% on June 1, 2005. The funds shall be delivered to the following
10 address:

11
12 CHANLER LAW GROUP
13 Attn: Clifford A. Chanler
14 71 Elm Street, Suite 8
15 New Canaan, CT 06840

16 4.2 Except as specifically provided in this Consent Judgment, Team shall have no
17 further obligation with regard to reimbursement of Plaintiff’s attorney’s fees and costs with
18 regard to the Products covered in this Action.

19 4.3 Wal-Mart has no obligation to make any reimbursement payment to any party
20 under this Stipulation and Order.

21 4.4 All amounts paid by Team under this Section 4, including amounts for fees and
22 costs shall be held in the trust account of Plaintiff’s attorney and not released until there is a Court
23 approval of this Consent Judgment. In the event this Consent Judgment is disapproved by the
24 Court, all monies shall be returned to Team within fifteen (15) days.

25 **5. RELEASE OF ALL CLAIM**

26 5.1 **Plaintiff’s Release of Team and Wal-Mart.** In further consideration of the
27 promises and agreements herein contained, and for the payments to be made by Team pursuant to
28 sections 3 and 4, Plaintiff, on behalf of himself, his past and current agents, representatives,
attorneys, successors and/or assignees, and in the interest of the general public, hereby waives all
rights to institute or participate in, directly or indirectly, any form of legal action and release all

1 claims, including, without limitation, all actions, causes of action, in law or in equity, suits,
2 liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including,
3 but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever,
4 whether known or unknown, fixed or contingent (collectively "Claims"), against Team and Wal-
5 Mart and each of Team's manufacturers, distributors, wholesalers, licensors, licensees,
6 auctioneers, retailers (including but not limited to Wal-Mart Stores, Inc.), dealers, customers,
7 owners, purchasers, users, parent companies, corporate affiliates, subsidiaries and their respective
8 officers, directors, attorneys, representatives, shareholders, agents, and employees (collectively,
9 "Team Releasees") arising under Proposition 65, Business & Professions Code § 17200 et seq.
10 and Business & Professions Code § 17500 et seq., related to Team's or Team Releasees' alleged
11 failure to warn about exposures to or identification of Listed Chemicals contained in the Products,
12 as well as any of the claims or causes of action alleged in the Complaint.

13 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
14 binding resolution between Plaintiff on behalf of himself and in the interest of the general public
15 and Team and Wal-Mart of any violation of Proposition 65, Business & Professions Code
16 §§ 17200 *et seq.* and Business & Professions Code §§ 17500 et seq., that have been or could have
17 been asserted in the Complaints against Team or Wal-Mart for their alleged failure to provide
18 clear and reasonable warnings of exposure to or identification of Listed Chemicals in the
19 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 the Team Releasees arising under Proposition 65, Business & Professions Code §§ 17200
23 et seq. and Business & Professions Code §§ 17500 et seq., related to each of the Team Releasees'
24 alleged failures to warn about exposures to or identification of Listed Chemicals contained in the
25 Products and for all actions or statements made by Team or its 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 Team. Provided however, Plaintiff shall
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1 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 Team's compliance
4 with the terms of this Consent Judgment resolves all issues and liability, now and in the future (so
5 long as Team complies with the terms of the Consent Judgment) concerning Team and the Team
6 Releasees' compliance with the requirements of Proposition 65, Business and Professions Code
7 §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, as to the Listed Chemicals
8 in the Products.

9 5.2 **Team's Release of Plaintiff.** Team waives all rights to institute any form of legal
10 action against Plaintiff, or his attorneys or representatives, for all actions taken or statements
11 made by Plaintiff and his attorneys or representatives, in the course of seeking enforcement of
12 Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business & Professions Code
13 §§ 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 that a dispute arises with respect to any provision(s) of this Consent
26 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover
27 reasonable and necessary costs and reasonable attorneys' fees incurred from the resolution of
28 such dispute.

1 **9. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the State of
3 California and apply within the State of California. In the event that Proposition 65 is repealed or
4 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,
5 then Team shall have no further obligations pursuant to this Consent Judgment with respect to,
6 and to the extent that, those Products are so affected.

7 **10. NOTICES**

8 All correspondence and notices required to be provided pursuant to this Consent Judgment
9 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,
10 return receipt requested or (ii) overnight courier on either Party by the other at the following
11 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,
12 specify a change of address to which all future notices and other communications shall be sent.)

13 To Team:

14 Stephen Levine, President
15 Team Products International Inc.
16 3 Entin Road
Parsippany, NJ 07054

17 With a copy to:

18 Kevin Weinman, Esq.
19 Belsole and Kurnos, L.L.C.
20 3 Prospect Street
Morristown, New Jersey 07960-6809

21 To Plaintiff:

22 Clifford A. Chanler, Esq.
23 Chanler Law Group
24 71 Elm Street, Suite 8
New Canaan, CT 06840

1 **11. NO ADMISSIONS**

2 Nothing in this Consent Judgment shall constitute or be construed as an admission by
3 Team or Wal-Mart of any fact, finding, conclusion, issue of law, or violation of law, nor shall
4 compliance with this Consent Judgment constitute or be construed as an admission by Team of
5 any fact, finding, conclusion, issue of issue of law, or violation of law, such being specifically
6 denied by Team. Team and Wal-Mart reserve all of its rights and defenses with regard to any
7 claim by any party under Proposition 65 or otherwise. However, this section shall not diminish or
8 otherwise affect Team's obligations, responsibilities and duties under this Consent Judgment.

9 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

21 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

22 The Parties shall mutually employ their best efforts to support the entry of this Agreement
23 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
24 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
25 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
26 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), which shall be prepared
27 by Plaintiff's counsel within a reasonable period of time after the Execution Date (*i.e.*, not to
28 exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based on unanticipated

1 circumstances). Plaintiff's counsel shall prepare a declaration in support of the Joint Motion
2 which shall, inter alia, set forth support for the fees and costs to be reimbursed pursuant to
3 Section 4. Team shall have no additional responsibility to Plaintiff's counsel pursuant to C.C.P.
4 § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to
5 the preparation and filing of the Joint Motion and its supporting declaration or with regard to
6 Plaintiff's counsel appearing for a hearing or related proceedings thereon.

7 **15. MODIFICATION**

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

13 **16. TERMS LIMITED TO CALIFORNIA**

14 This Consent Judgment shall have no legal effect on Products Team or Wal-Mart sells,
15 markets or distributes outside of the State of California unless Team and/or Wal-Mart knows or
16 has reason to know that such Products will be sold to consumers in the State of California.

17 **17. AUTHORIZATION**

18 The undersigned are authorized to execute this Consent Judgment on behalf of their
19 respective Parties and have read, understood and agree to all of the terms and conditions of this
20 Consent Judgment. Belsole and Kurnos, LLC represented Wal-Mart in this matter.

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AGREED TO:

AGREED TO:

Date: 3-23-05

Date:

By: Russell Brimer
Plaintiff Russell Brimer

By:
Defendant
TEAM PRODUCTS INTERNATIONAL, INC.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: 3/27/05

Date:

CHANLER LAW GROUP

BELSOLE AND KURNOS, L.L.C.

By: Clifford A. Chanler
Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By:
Kevin Weinman, Esq.
Attorney for Defendant
TEAM PRODUCTS INTERNATIONAL, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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AGREED TO:

AGREED TO:

Date:

Date:

3/24/05

By:
Plaintiff Russell Brimer

By: 
Defendant
TEAM PRODUCTS INTERNATIONAL, INC.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date:

Date:

3/31/05

CHANLER LAW GROUP

BELSOLE AND KURNOS, L.L.C. 

By:
Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By:
Kevin Weinman, Esq.
Attorney for Defendant
TEAM PRODUCTS INTERNATIONAL, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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Exhibit A

All glass and metal night lights manufactured, sold or distributed in the State of California by
Team including, but not limited to:

Petite Garden Nightlight NPG21 (#6 62230 159802 6)

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

4 Stephen S. Sayad, State Bar No. 104866
5 Daniel Bornstein, State Bar No. 181711
Laralei S. Paras, State Bar No. 203319
6 PARAS LAW GROUP
655 Redwood Highway, Suite 216
7 Mill Valley, CA 94941
Tel: (415) 380-9222
8 Fax: (415) 380-9223

9 Attorneys for Plaintiff
RUSSELL BRIMER

FILED

JUL - 7 2005

MARIN COUNTY SUPERIOR COURT
BY: K. MAIN, DEPUTY

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 IN AND FOR THE COUNTY OF MARIN

14 UNLIMITED CIVIL JURISDICTION

16 RUSSELL BRIMER,

17 Plaintiff,

18 v.

19 TEAM PRODUCTS INTERNATIONAL,
20 INC.; WAL-MART STORES, INC.; and
DOES 1 through 150,

21 Defendants.

No. CV-045325

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

Date: July 7, 2005

Time: 9:00 a.m.

Dept: C

Judge: Hon. Michael Dufficy

1 In the above-entitled action, Plaintiff Russell Brimer and Defendants TEAM PRODUCTS
2 INTERNATIONAL, INC. and WAL-MART STORES, INC., having agreed through their respective
3 counsel that judgment be entered pursuant to the terms of the Consent Judgment entered into by the
4 parties, and after executing the STIPULATION AND ORDER RE: CONSENT JUDGMENT on
5 July 7, 2005.

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

9 **IT IS SO ORDERED.**

10 Dated: July 7, 2005

MICHAEL B. DUFFICY

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12 Hon. Michael B. Dufficy
13 JUDGE OF THE SUPERIOR COURT
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