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8 Attorneys for Plaintiff  
9 Russell Brimer  
10 Gary F. Wang, Esq., State Bar No. 195656  
11 LAW OFFICES OF ROGER C. HSU  
12 201 S. Lake Avenue, Suite 302  
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13 Attorney for Defendants  
14 Cables To Go, Lastar, Inc.,  
15 TigerDirect, Inc., and Systemax Inc.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
18 UNLIMITED CIVIL JURISDICTION

19  
20 RUSSELL BRIMER,  
21 Plaintiff,  
22 v.  
23 CABLES TO GO; LASTAR INC.;  
24 TIGERDIRECT, INC.; SYSTEMAX, INC.; and  
DOES 1 through 150,  
25 Defendants.

Case No. CGC-05-438250  
**[PROPOSED] ORDER PURSUANT TO  
TERMS OF CONSENT JUDGMENT**  
Date: December 15, 2005  
Time: 9:30 A.M  
Dept.: 302  
Judge: Hon. Ronald Evans Quidachay

ENDORSED  
FILED  
San Francisco County Superior Court  
DEC 15 2005  
GORDON PARK-LI, Clerk  
By: \_\_\_\_\_ Deputy Clerk

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendants CABLES TO  
2 GO; LASTAR INC., TIGERDIRECT, INC. and SYSTEMAX, INC., having agreed through their  
3 respective counsel that judgment be entered pursuant to the terms of the Stipulation and  
4 [Proposed] Order Re: Consent Judgment ("Consent Judgment") entered into by the above-  
5 referenced parties and attached hereto as **Exhibit A**; and after consideration of the papers  
6 submitted and the arguments presented, the Court finds that the settlement agreement set out in  
7 the attached Consent Judgment meets the 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 §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.**

RONALD EVANS QUIDACHAY

17 Dated: December 15, 2005

\_\_\_\_\_  
18 Hon. Ronald Evans Quidachay  
19 JUDGE OF THE SUPERIOR COURT  
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**EXHIBIT A**

1 Daniel Bornstein, State Bar No. 181711  
2 Stephen S. Sayad, State Bar No. 104866  
3 Laralei S. Paras, State Bar No. 203319  
4 PARAS LAW GROUP  
5 655 Redwood Highway, Suite 216  
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7 Tel: (415) 380-9222  
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15 Attorneys for Plaintiff  
16 RUSSELL BRIMER

17 Gary F. Wang, Esq., State Bar No. 195656  
18 LAW OFFICES OF ROGER C. HSU  
19 201 S. Lake Avenue, Suite 302  
20 Pasadena, CA 91101-3004

21 Attorney for Defendants  
22 CABLES TO GO,  
23 LASTAR, INC.,  
24 TIGERDIRECT, INC.,  
25 and SYSTEMAX INC.

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA

27 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

28 UNLIMITED CIVIL JURISDICTION

RUSSELL BRIMER, )

Case No. CGC-05-438250

Plaintiff, )

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

v. )

CABLES TO GO; LASTAR INC.; )  
TIGERDIRECT, INC.; SYSTEMAX, INC.; )  
and DOES 1 through 150, )

Defendants. )  
)

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT  
SFSC CASE NO. CGC-05-438250

1       **1.     INTRODUCTION**

2               **1.1     Plaintiff and Settling Defendants.** This Stipulation and [Proposed] Order re:  
3     Consent Judgment (“Consent Judgment”) is entered into by and between plaintiff Russell Brimer  
4     (hereafter “Brimer” or “Plaintiff”) and Cables To Go, Lastar, Inc., TigerDirect, Inc., and Systemax  
5     Inc. (hereafter “Defendants”), with Brimer and the Defendants collectively referred to as the  
6     “Parties” and Brimer and each individual Defendant individually referred to as a “Party”.

7               **1.2     Plaintiff.** Brimer is an individual residing in Alameda County, California who seeks  
8     to promote awareness of exposures to toxic chemicals and improve human health by reducing or  
9     eliminating hazardous substances contained in consumer and industrial products

10              **1.3     General Allegations.** Brimer alleges that the Defendants have manufactured,  
11     distributed and/or sold in the State of California certain solder (containing lead) including that sold  
12     in computer tool kits. Lead (and/or lead compounds) is listed pursuant to the Safe Drinking Water  
13     and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 et seq.  
14     (“Proposition 65”), to cause cancer, birth defects and other reproductive harm. Lead shall be  
15     referred to herein as the “Listed Chemical.”

16              **1.4     Product Description.** The product that is covered by this Consent Judgment is  
17     defined as follows: CTG Top’s Kit (Computer Repair Tool Kit HT2021; CTG #27371; #7 67120  
18     27371 4), manufactured, sold and/or distributed by Defendants. Such product is referred to herein  
19     as the “Product.”

20              **1.5     Notices of Violation.** On or about October 18, 2004, Brimer served the Defendants  
21     and various public enforcement agencies with a document entitled “60-Day Notice of Violation”  
22     (the “Notice”) that provided the Defendants and such public enforcers with notice that the  
23     Defendants were in violation of California Health & Safety Code §25249.6 by distributing or  
24     otherwise offering for sale products containing lead and for failing to warn purchasers that such  
25     products expose users in California to the Listed Chemical.

26              **1.6     Complaint.** On January 31, 2005, Brimer, in the interest of the general public in  
27     California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the  
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1 Superior Court in and for the City and County of San Francisco against Cables To Go, Lastar, Inc.,  
2 TigerDirect, Inc., and Systemax Inc., and Does 1 through 150, alleging violations of Health &  
3 Safety Code § 25249.6 based on the alleged exposures to the Listed Chemical contained in certain  
4 products distributed and/or sold by Defendants.

5 **1.7 No Admission.** The Defendants deny the material factual and legal allegations  
6 contained in Brimer's Notice and Complaint and maintain that the Product that they have sold and  
7 distributed in California has been and is in compliance with all laws. Nothing in this Agreement  
8 shall be construed as an admission by the Defendants of any fact, finding, issue of law, or violation  
9 of law, nor shall compliance with this Agreement constitute or be construed as an admission by the  
10 Defendants of any fact, finding, conclusion, issue of law or violation of law, such being specifically  
11 denied by the Defendants. Nothing in this Consent Judgment shall apply to, or be used as evidence  
12 regarding compliance with Proposition 65 or any other statute or regulation for any other product  
13 sold or offered for sale by the Defendants. However, this Section shall not diminish or otherwise  
14 affect the obligations, responsibilities and duties of the Defendants under this Agreement.

15 **1.8 Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
16 stipulate that the Superior Court of the State of California for the City and County of San Francisco  
17 has jurisdiction to enforce the provisions of this Consent Judgment.

18 **1.9 Effective Date.** For purposes of this Agreement, the term "Effective Date" shall  
19 mean September 30, 2005.

20 **2. INJUNCTIVE RELIEF**

21 **2.1 Required Warnings.**

22 For all Products manufactured after the Effective Date, Defendants shall not sell or offer for  
23 sale in California the Product containing the Listed Chemical unless such Product complies with  
24 Sections 2.2 or 2.3 below. Any Product still in the care, custody or control of the Defendants, as of  
25 the Effective Date of this Agreement, shall not be sold in California, directly or indirectly, unless  
26 such Product complies with Sections 2.2, or 2.3 below.



1 (ii) A point-of-sale warning provided pursuant to  
2 subsection 2.2(b) shall be prominently placed with such conspicuousness as compared with other  
3 words, statements, designs or devices as to render it likely to be read and understood by an ordinary  
4 individual under customary conditions of purchase and shall be placed among other products  
5 (especially when near any Reformulated Product as defined in section 2.3 below) in a manner such  
6 that the consumer understands to which *specific* Product the warnings apply so as to minimize if  
7 not eliminate the chances that an overwarning situation will arise.

8 (iii) If the Defendants intend to utilize warnings described in  
9 section 2.2(b) to comply with this Consent Judgment, it must provide notice as required by this  
10 Consent Judgment to each entity to whom Defendants ship the Product for distribution or sale in  
11 California and obtain the written consent of such entity that it will transmit the warning to its  
12 customers as required in section 2.2(b) herein before shipping the Product. Such notice shall  
13 include any required warning materials (including, as appropriate, camera-ready signs and posting  
14 instructions).

15 (iv) Defendants shall provide notice to each entity to whom the  
16 Defendants ship the Product for distribution or sale in California at least once in each calendar year  
17 in which the Defendants transact business with that entity unless such transactions do not concern  
18 the Product or exclusively concern Reformulated Products as defined in section 2.3 below. If the  
19 Defendants have obtained the written consent of the entity to whom they ship the Product that such  
20 entity will provide warnings in the manner required by section 2.2(b) herein, Defendants shall not  
21 be found to have violated this Consent Judgment if they have complied with the terms of this  
22 Consent Judgment and have proof that they transmitted the requisite warnings in the manner  
23 provided herein.

24 (v) Any changes to the language or format of the warning required for  
25 the Product by this subsection shall only be made following: (1) written approval from the  
26 California Attorney General's Office, provided that written notice of at least fifteen (15) days is  
27 given to Plaintiff for the opportunity to comment; or (2) Court approval.

1                   **2.2(c) Mail Order and Internet Sales.** Defendants shall satisfy their warning  
2 obligations for any Product that is sold by mail order catalog or from the internet to California  
3 residents, by arranging for the provision of a warning containing the language in subsection 2.2(a) to  
4 be included: (a) in the mail order catalog (if any) and on the website (if any). Any warnings given  
5 in the mail order catalog or on the website shall identify the *specific* Product to which the warning  
6 applies as well as comply with subsections (i), and/or (ii):

7                   **(i) Mail Order Catalog.** The warning shall be provided within the  
8 catalog, either (a) on the inside front cover of any catalog, provided that it is also referenced on the  
9 page on which the Product is displayed; (b) on the same page as any order form, provided that the  
10 Product to which the warning applies is also specifically referenced on that page; or (c) on the same  
11 page and in the same location as the price for the Product, in the same type size as the product  
12 description text, with the same language and specificity requirements found in subsection 2.2(a). If  
13 the seller elects to provide warnings in the mail order catalog, then the warnings must be included in  
14 all catalogs sent to the printer after September 30, 2005 for all first, subsequent or additional  
15 printings;

16                   **(ii) Internet Web Sites and Pages.** The warning shall be provided either  
17 (a) on the same web page on which the Product is displayed; (b) on the same web page as the order  
18 form for the Product; (c) on the same page as the price for the Product; or (d) on one or more web  
19 pages displayed to a purchaser during the checkout and order confirmation process for sale of the  
20 Product. The warning shall be displayed in one or more of these locations in a manner such that is  
21 calculated to ensure that it will be read and understood by an ordinary individual under customary  
22 conditions of purchase of the Product prior to purchase, including through the use of the same  
23 language and adherence to the specificity requirements that appear in subsection 2.2(a)

24                   **2.3 Reformulated Product.**

25                   The Product shall be deemed to comply with Proposition 65 and be exempt from any  
26 Proposition 65 warning requirements under Sections 2.2, if the Product contains less than 0.1% lead  
27 by weight in the solder, such Product is a Reformulated Product.  
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2 **3. MONETARY PAYMENTS**

3 **3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to Health &  
4 Safety Code Section 25249.7(b), Defendants shall pay \$2,000 in civil penalties. The penalty  
5 payment shall be made payable to the "Chanler Law Group in Trust For Russell Brimer," and shall  
6 be delivered to Plaintiff's counsel on or before October 14, 2005, at the following address:

7  
8 CHANLER LAW GROUP  
9 Attn: Clifford A. Chanler  
10 71 Elm Street, Suite 8  
11 New Canaan, CT 06840

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

16 (b) The Parties agree that Defendants' potential interest in and ability to acquire  
17 and market Reformulated Products is to be accounted for in this section and, since it is not a remedy  
18 provided for by law, the absence of Defendants previously acquiring, manufacturing, marketing or  
19 selling Reformulated Products is not relevant to the establishment of a penalty amount pursuant to  
20 section 3.1 above.

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

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



1 (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any nature  
2 whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against the  
3 Defendants and each of its wholesalers, licensors, licensees, auctioneers, retailers, franchisees,  
4 dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries,  
5 and their respective officers, directors, attorneys, representatives, shareholders, agents, and  
6 employees (collectively, "Releasees") arising under Proposition 65, related to the Defendants'  
7 alleged failures to warn about exposures to or identification of the Listed Chemical contained in the  
8 Product subject to this Agreement.

9 In addition, Brimer, on behalf of himself, his attorneys, and his agents, waives all rights to  
10 institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
11 against any Releasee arising under Proposition 65. This waiver and release is null and void if the  
12 Defendants do not comply with any of the terms of this Agreement, and Brimer shall remain free to  
13 institute any form of legal action to enforce the provisions of this Agreement and to seek damages  
14 for the breach of this Agreement by the Defendants.

15 The Parties further agree and acknowledge that this Agreement is a full, final, and binding  
16 resolution of any violation of Proposition 65 that have been or could have been asserted against the  
17 Defendants for their alleged failure to provide clear and reasonable warnings of exposure to the  
18 Listed Chemical in the Product which is the subject of this Agreement. Provided however, Brimer  
19 shall remain free to institute any form of legal action to enforce the provisions of this Agreement.

20 It is specifically understood and agreed that the Parties intend that the Defendants'  
21 compliance with the terms of this Agreement resolves all issues and liability, now and in the future  
22 (so long as Defendant comply with the terms of the Agreement) concerning the Defendants'  
23 compliance with the requirements of Proposition 65, as to the Listed Chemical in the Product which  
24 is the subject of this Agreement.

25 **5.2 The Defendants' Release of Brimer.**

26 The Defendants waive all rights to institute any form of legal action against Brimer, his  
27 attorneys or representatives, for all actions taken or statements made by Brimer and his attorneys or  
28

1 representatives, in the course of seeking enforcement of Proposition 65.

2  
3 **6. COURT APPROVAL**

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

9 **7. SEVERABILITY**

10 If any of the provisions of this Agreement are held by a court to be unenforceable, the  
11 validity of the enforceable provisions remaining shall not be adversely affected.

12 **8. ATTORNEYS' FEES**

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

16 **9. GOVERNING LAW**

17 The terms of this Agreement shall be governed by the laws of the State of California and  
18 apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
19 rendered inapplicable by reason of law generally, or as to the Product subject to this Agreement,  
20 then Brimer and the Defendants shall have no further obligations pursuant to this Agreement with  
21 respect to, and to the extent that, the Product is so affected.

22 **10. NOTICES**

23 Unless specified herein, all correspondence and notices required to be provided pursuant to  
24 this Agreement shall be in writing and personally delivered or sent by: (1) first-class, registered,  
25 certified mail, return receipt requested or (ii) overnight courier on any Party by the others at the  
26 following addresses:

27 To Cables To Go, Lastar, Inc., TigerDirect, Inc. or Systemax Inc.:

1 Gary F. Wang, Esq.  
2 LAW OFFICES OF ROGER C. HSU  
3 201 S. Lake Avenue, Suite 302  
4 Pasadena, CA 91101-3004

To Russell Brimer:

5 Clifford A. Chanler, Esq.  
6 CHANLER LAW GROUP  
7 71 Elm Street, Suite 8  
8 New Canaan, CT 06840

9 Laralei S. Paras  
10 PARAS LAW GROUP  
11 655 Redwood Highway, Suite 216  
12 Mill Valley, CA 94941

13 Any Party, from time to time, may specify in writing to the other Party a change of address  
14 to which all notices and other communications shall be sent.

15 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

19 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

27 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

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

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

12 **14. MODIFICATION**

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

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

**AGREED TO:**

DATE: 12-7-05



Russell Brimer

**AGREED TO:**

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

Cables To Go

**AGREED TO:**

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

Lastar, Inc.

**AGREED TO:**

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

Systemax Inc.

**AGREED TO:**

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

TigerDirect, Inc.

**APPROVED AS TO FORM:**

DATE: 12/12/05



Daniel Bornstein, Esq.  
PARAS LAW GROUP  
Attorneys for Russell Brimer

**APPROVED AS TO FORM:**

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

Gary F. Wang, Esq.  
LAW OFFICES OF ROGER C. HSU  
Attorneys for Cables To Go, Lastar, Inc.,  
TigerDirect, Inc. and Systemax Inc.

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**15. AUTHORIZATION**

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

**AGREED TO:**  
DATE: \_\_\_\_\_  
\_\_\_\_\_

Russell Brimer

**AGREED TO:**  
DATE: 10/3/2005  
\_\_\_\_\_

Cables To Go

**AGREED TO:**  
DATE: 10/3/2005  
\_\_\_\_\_

Lastar, Inc.

**AGREED TO:**  
DATE: \_\_\_\_\_  
\_\_\_\_\_

TigerDirect, Inc.

**AGREED TO:**  
DATE: \_\_\_\_\_  
\_\_\_\_\_

Systemax Inc.

**APPROVED AS TO FORM:**  
DATE: \_\_\_\_\_  
\_\_\_\_\_

Daniel Bornstein, Esq.  
PARAS LAW GROUP  
Attorneys for Russell Brimer

**APPROVED AS TO FORM:**  
DATE: \_\_\_\_\_  
\_\_\_\_\_

Gary F. Wang, Esq.  
LAW OFFICES OF ROGER C. HSU  
Attorneys for Cables To Go, Lastar, Inc.,  
TigerDirect, Inc. and Systemax Inc.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**JUDGE OF THE SUPERIOR COURT**

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**15. AUTHORIZATION**

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

**AGREED TO:**

**AGREED TO:**

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

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

Russell Brimer

Cables To Go

**AGREED TO:**

**AGREED TO:**

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

**DATE:** 10/3/05

Lastar, Inc.

TigerDirect, Inc.

**AGREED TO:**

**DATE:** 10/3/05

Systemax Inc.

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

Daniel Bornstein, Esq.  
PARAS LAW GROUP  
Attorneys for Russell Brimer

Gary F. Wang, Esq.  
LAW OFFICES OF ROGER C. HSU  
Attorneys for Cables To Go, Lastar, Inc.,  
TigerDirect, Inc. and Systemax Inc.

**IT IS SO ORDERED.**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

15. **AUTHORIZATION**

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

**AGREED TO:**

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

Russell Brimer

**AGREED TO:**

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

Cables To Go

**AGREED TO:**

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

Lastar, Inc.

**AGREED TO:**

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

TigerDirect, Inc.

**AGREED TO:**

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

Systemax Inc.

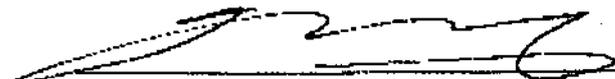
**APPROVED AS TO FORM:**

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

Daniel Bornstein, Esq.  
PARAS LAW GROUP  
Attorneys for Russell Brimer

**APPROVED AS TO FORM:**

DATE: 10/4/05

  
Gary F. Wang, Esq.  
LAW OFFICES OF ROGER C. HSU  
Attorneys for Cables To Go, Lastar, Inc.,  
TigerDirect, Inc. and Systemax Inc.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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ENDORSED  
FILED  
San Francisco County Superior Court

DEC 15 2005

GORDON PARK-LI. Clark  
BY: \_\_\_\_\_ Deputy Clerk

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19 Attorney for Defendants  
20 Cables To Go, Lastar, Inc.,  
21 TigerDirect, Inc., and Systemax Inc.

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
23 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
24 UNLIMITED CIVIL JURISDICTION

25 RUSSELL BRIMER,

26 Plaintiff,

27 v.

28 CABLES TO GO; LASTAR INC.;  
TIGERDIRECT, INC.; SYSTEMAX, INC.; and  
DOES 1 through 150,

Defendants.

Case No. CGC-05-438250

~~PROPOSED~~ JUDGMENT  
PURSUANT TO TERMS OF  
CONSENT JUDGMENT

Date: December 15, 2005  
Time: 9:30 A.M.  
Dept.: 302  
Judge: Hon. Ronald Evans Quidachay

~~PROPOSED~~ JUDGMENT PURSUANT TO TERMS OF CONSENT JUDGMENT

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendants CABLES TO  
2 GO, LASTAR INC., TIGERDIRECT, INC. and SYSTEMAX, INC., having agreed through their  
3 respective counsel that judgment be entered pursuant to the terms of the Stipulation and  
4 [Proposed] Order Re: Consent Judgment ("Consent Judgment") entered into by the parties, and  
5 after issuing an Order Approving Proposition 65 Settlement Agreement and Consent Judgment on  
6 December 15, 2005.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of  
8 Civil Procedure §664.5, 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: December 15, 2005

RONALD EVANS QUIDACHAY  
\_\_\_\_\_  
Hon. Ronald Evans Quidachay  
JUDGE OF THE SUPERIOR COURT