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8 Attorneys for Plaintiff
RUSSELL BRIMER

9 Bingham McCutchen LLP
10 TRENTON H. NORRIS (SBN 164781)
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13 Attorneys for Defendant
14 RAIDER IMAGE LLC

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17

18 RUSSELL BRIMER,
19 Plaintiff,

20 v.

21 THE RAIDER IMAGE, LLC; THE OAKLAND
22 RAIDERS; AND DOES 1 through 150,

23 Defendants.
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Endorsed
CLERK OF THE SUPERIOR COURT
JUDGMENT FILED AND ENTERED ON

AUG 25 2009

By M. GUERRERO
Deputy Clerk

RG-05-194720
No. EGC-04-436843

[PROPOSED] JUDGMENT
PURSUANT TO TERMS OF
CONSENT JUDGMENT

1 In the above-entitled action, Plaintiff Russell Brimer and Defendant The Raider
2 Image, LLC, having agreed through their respective counsel that judgment be entered pursuant to
3 the terms of the Consent Judgment entered into by the parties, and after issuing an Order
4 Approving Proposition 65 Settlement Agreement and Consent Judgment;

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

9 IT IS SO ORDERED.

10 DATED: AUG 29 2005

THOMAS A. RASCH

11 _____
12 HON. THOMAS RASCH
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13 Attorneys for Defendant
14 THE RAIDER IMAGE, LLC

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17

18 RUSSELL BRIMER,
19 Plaintiff,

20 v.

21 THE RAIDER IMAGE, LLC; THE OAKLAND
22 RAIDERS; AND DOES 1 through 150,

23 Defendants.
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**ENDORSED
FILED
ALAMEDA COUNTY**

AUG 29 2005

CLERK OF THE SUPERIOR COURT

By _____

Deputy

No. RG-05-194720

**[PROPOSED] ORDER APPROVING
PROPOSITION 65 SETTLEMENT
AND CONSENT JUDGMENT**

1 Plaintiff Russell Brimer and Defendant The Raider Image, LLC, having agreed
2 through their respective counsel that judgment be entered pursuant to the terms of the Consent
3 Judgment entered into by the above-referenced parties and attached hereto as Exhibit A; and
4 after consideration of the papers submitted and the arguments presented, the Court finds that the
5 settlement agreement set out in the attached Consent Judgment meets the criteria established by
6 Health & Safety Code section 25249.7, in that:

7 1. The health hazard warning that is required by the Consent Judgment
8 complies with Health & Safety Code section 25249.7;

9 2. The reimbursement of fees and costs to be paid pursuant to the parties'
10 Consent Judgment is reasonable under California law; and

11 3. The civil penalty amount to be paid pursuant to the parties' Consent
12 Judgment is reasonable.

13 Accordingly, IT IS HEREBY ORDERED that Judgment be entered in the case
14 referenced above, in accordance with the terms of the Consent Judgment, attached hereto as
15 Exhibit A.

16
17 DATED: AUG 29 2025

18 THOMAS A. RASCH

19 _____
20 HON. THOMAS RASCH
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Exhibit A

1 Stephen S. Sayad (State Bar No. 104866)
2 Laralei S. Paras (State Bar No. 203319)
3 PARAS LAW GROUP
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8 Attorneys for Plaintiff
9 Russell Brimer

10 Trenton H. Norris (State Bar No. 164781)
11 Sarah Esmaili (State Bar No. 206053)
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16 Facsimile: (415) 393-2286

17 Attorneys for Defendant
18 The Raider Image, LLC

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 FOR THE COUNTY OF ALAMEDA – OAKLAND BRANCH
21 UNLIMITED CIVIL JURISDICTION

22 RUSSELL BRIMER,
23 Plaintiff,

24 v.

25 THE RAIDER IMAGE, LLC; THE OAKLAND
26 RAIDERS; and DOES 1 through 150,
27 Defendants.

Case No. RG-05-194720

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

28 **1. INTRODUCTION**

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

1 defendant The Raider Image, LLC (hereafter "The Raider Image"), with Plaintiff and The Raider
2 Image collectively referred to as the "Parties" and Brimer and The Raider Image each being a
3 "Party." Upon entry of this Consent Judgment, Brimer shall be deemed to have voluntarily
4 dismissed his complaint without prejudice as to defendant The Oakland Raiders.

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

8 1.3 **General Allegations.** Plaintiff alleges that The Raider Image has manufactured,
9 distributed and/or sold in the State of California certain Marble Mugs, Mixing Glasses, and other
10 glassware products with colored artwork, designs or markings on the exterior surface with
11 materials that contain lead and/or cadmium, chemicals that are listed pursuant to the Safe
12 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
13 §§ 25249.5 et seq., also known as "Proposition 65", to cause cancer and birth defects (and other
14 reproductive harm). Lead and cadmium shall be referred to herein as the "Listed Chemicals."

15 1.4 **Product Descriptions.** The products that are covered by this Consent Judgment
16 are defined as follows: all glass and ceramic beverage ware with colored artwork, designs or
17 markings on the exterior surface, including, by way of example and without limitation, the
18 products listed on Exhibit A hereto. Such products collectively are referred to herein as the
19 "Products."

20 1.5 **Notices of Violation.** Beginning on November 24, 2004, Brimer served The
21 Raider Image and various public enforcement agencies with documents, entitled "60-Day Notice
22 of Violation" ("Notice") that provided The Raider Image and such public enforcers with notice
23 that alleged that The Raider Image was in violation of Health & Safety Code § 25249.6 for failing
24 to warn purchasers that certain products that it sold expose users in California to lead and/or
25 cadmium.

26 1.6 **Complaint.** On January 20, 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
28 Superior Court for the County of Alameda against The Raider Image, The Oakland Raiders, and

1 Does 1 through 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged
2 exposures to one or more of the Listed Chemicals contained in the Products sold by The Raider
3 Image.

4 1.7 **No Admission.** The Raider Image and the Oakland Raiders deny the material
5 factual and legal allegations contained in Plaintiff's Notices and Complaint and maintains that all
6 of the Products that it has sold and distributed in California including the Products have been and
7 are in compliance with all laws. Nothing in this Consent Judgment shall be construed as an
8 admission by The Raider Image or the Oakland Raiders of any fact, finding, issue of law, or
9 violation of law, nor shall compliance with this Agreement constitute or be construed as an
10 admission by The Raider Image of any fact, finding, conclusion, issue of law, or violation of law.
11 However, nothing in this Section shall diminish or otherwise affect the obligations,
12 responsibilities, and duties of The Raider Image or the Oakland Raiders under this Consent
13 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 The Raider Image as to the acts alleged in the
17 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
18 enter this Consent Judgment and to enforce the provisions thereof.

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

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

22 **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

23 (a) **Required Warnings.** After April 15, 2005, The Raider Image shall not
24 offer for sale in California any Products containing the Listed Chemicals, unless warnings are
25 given in accordance with one or more provisions in subsection 2.2 below. This warning
26 requirement, and the warning requirement set forth in subsection 2.2 below shall not apply to
27 Reformulated Products as defined in subsection 2.3 below.

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1 2.2 **CLEAR AND REASONABLE WARNINGS**

2 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or
3 directly to or on a Product by The Raider Image, its agent, or the manufacturer, importer, or
4 distributor of the Product that states:

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

9 or

10 **WARNING:** The materials used as colored decorations on the
11 exterior of these products contain chemicals
12 known to the State of California to cause birth
defects and other reproductive harm.

13
14 Warnings issued for Products pursuant to this subsection shall be prominently placed with
15 such conspicuousness as compared with other words, statements, designs, or devices as to render
16 it likely to be read and understood by an ordinary individual under customary conditions of use or
17 purchase. Any changes to the language or format of the warning required by this subsection shall
18 only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney
19 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for
20 the opportunity to comment; or (3) Court approval.

21 (b) **Point-of-Sale Warnings.** The Raider Image may execute its warning
22 obligations, where applicable, through the posting of signs at retail outlets in the State of
23 California at which the Products are sold, in accordance with the terms specified in
24 subsections 2.2(b)(i) and 2.2(b)(ii).

25 (i) Point of Sale warnings may be provided through one or more signs
26 posted at or near the point of sale or display of the Products that state (the bracketed language
27 may be included or not included at The Raider Image's discretion):
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WARNING: The materials used as colored decorations on the exterior of this product contain [lead and/or cadmium,] chemicals known to the State of California to cause birth defects and other reproductive harm.

or

WARNING: The materials used as colored decorations on the exterior of the following glassware products sold in this store contain [lead and/or cadmium,] chemicals known to the State of California to cause birth defects and other reproductive harm.

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

2.3 **REFORMULATION STANDARDS:** Products satisfying the conditions of Section 2.3(a) and 2.3(b) are referred to as "Reformulated Products", and are defined as follows:

(a) If the colored artwork, designs or markings on the exterior surface of the Product do not extend into the top 20 millimeters of the ware (*i.e.*, only appear below the exterior portion of the lip and rim area as defined by American Society of Testing and Materials Standard Test Method C 927-99, hereinafter the "Lip and Rim Area"), produce a test result no higher than 1.0 micrograms ("ug") of lead and 4.0 micrograms (ug) of cadmium using a Ghost Wipe™ test

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1 applied on the decorated portions of the surface of the Product performed as outlined in NIOSH
2 Method No. 9100, such Product is a Reformulated Product; or

3 (b) If the Product utilizes paints or other materials for all colored artwork,
4 designs or markings containing six one-hundredths of one percent (0.06%) lead and cadmium or
5 less by weight as measured at The Raider Image's option, either before or after the material is
6 fired onto (or otherwise affixed to) the Product, using a sample size of the materials in question
7 measuring approximately 50-100 mg and a test method of sufficient sensitivity to establish a limit
8 of quantitation (as distinguished from detection) of less than 600 parts per million ("ppm"), such
9 Product is a Reformulated Product.

10 **3. MONETARY PAYMENTS.**

11 3.1 **Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to
12 Health & Safety Code Section 25249.7(b), The Raider Image shall pay a total of \$35,000 in civil
13 penalties. The payment will be made not later than May 20, 2005, and made payable to "Chanler
14 Law Group in Trust For Russell Brimer," and shall be delivered to Plaintiff's counsel (on or
15 before the due date) at the following address:

16
17 CHANLER LAW GROUP
18 Attn: Clifford A. Chanler
19 71 Elm Street, Suite 8
20 New Canaan, CT 06840

21 (a) In the event that The Raider Image pays any penalty and the Consent
22 Judgment is not thereafter approved and entered by the Court, Brimer shall return any penalty
23 funds paid under this agreement within fifteen (15) days of receipt of a written request from The
24 Raider Image following notice of the issuance of the Court's decision.

25 (b) **Apportionment of Penalties Received.** After Court approval of this
26 Consent Judgment pursuant to Section 6, all penalty monies received shall be apportioned by
27 Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to
28 the State of California's Office of Environmental Health Hazard Assessment and the remaining
25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code

1 § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of
2 California the appropriate civil penalties in accordance with this Section.

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

4 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this
5 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
6 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
7 The Raider Image then expressed a desire to resolve the fee and cost issue shortly after the other
8 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
9 the compensation due to Plaintiff and his counsel under the private attorney general doctrine
10 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date
11 of the Agreement. Under the private attorney general doctrine, The Raider Image shall reimburse
12 Plaintiff and his counsel for fees and costs incurred as a result of investigating, bringing this
13 matter to The Raider Image's attention, and *inter alia*, litigating and negotiating a settlement in
14 the public interest. The Raider Image shall pay Plaintiff and his counsel \$48,000 for all
15 attorneys' fees, expert and investigation fees, and litigation costs. The payment shall be made
16 payable to the "Chanler Law Group" and shall be delivered to Plaintiff's counsel on or before
17 May 20, 2005, at the following address:

18
19 CHANLER LAW GROUP
20 Attn: Clifford A. Chanler
21 71 Elm Street, Suite 8
22 New Canaan, CT 06840

23 4.2 Except as specifically provided in this Consent Judgment, The Raider Image shall
24 have no further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs
25 with regard to the Products covered in this Action.

26 **5. RELEASE OF ALL CLAIMS**

27 5.1 Plaintiff's Release of The Raider Image and the Oakland Raiders. In further
28 consideration of the promises and agreements herein contained, and for the payments to be made
pursuant to 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,

1 hereby waives all rights to institute or participate in, directly or indirectly, any form of legal
2 action and releases all claims, including, without limitation, all actions, causes of action, in law or
3 in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or
4 expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any
5 nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"),
6 against The Raider Image, the Oakland Raiders, and each of their respective officers, directors,
7 agents, employees, consultants, representatives, partners, shareholders, affiliates, associations,
8 owners, interest holders, entity owners (and the officers, directors, owners, shareholders, agents
9 and employees of any of its owners, shareholders, interest holders or entity owners), and their
10 retailers, dealers, customers, purchasers, users, licensees, subsidiaries and their respective
11 officers, directors, attorneys, representatives, shareholders, agents, and employees (collectively,
12 "The Raider Image Releasees") arising under Proposition 65, Business & Professions Code
13 § 17200 et seq., and Business & Professions Code § 17500 et seq., and including but not limited
14 to The Raider Image's or The Raider Image Releasees' alleged failure to warn about exposures to
15 or identification of Listed Chemicals contained in the Products. It is specifically understood and
16 agreed to by the Parties that this release shall not extend upstream to the Product manufacturers or
17 to any Product distributor or supplier from whom The Raider Image purchased any Products,
18 including but not limited to Hunter Manufacturing.

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

24 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights
25 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims
26 against the The Raider Image Releasees arising under Proposition 65, Business & Professions
27 Code §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, related to each of The
28 Raider Image Releasees' alleged failures to warn about exposures to or identification of Listed

1 Chemicals contained in the Products and for all actions or statements made by The Raider Image
2 or its attorneys or representatives, in the course of responding to alleged violations of
3 Proposition 65, Business & Professions Code §§ 17200 or Business & Professions Code
4 §§ 17500 by The Raider Image. Provided however, Plaintiff shall remain free to institute any
5 form of legal action to enforce the provisions of this Consent Judgment.

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

12 5.2 **The Raider Image's Release of Plaintiff.** The Raider Image and The Oakland
13 Raiders waive all rights to institute any form of legal action against Plaintiff, or his attorneys or
14 representatives, for all actions taken or statements made by Plaintiff and his attorneys or
15 representatives, in the course of seeking enforcement of Proposition 65, Business & Professions
16 Code § 17200 *et seq.*, and Business & Professions Code § 17500 *et seq.* in this Action.

17 **6. COURT APPROVAL**

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

23 **7. SEVERABILITY**

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

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1 **8. ATTORNEYS' FEES**

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

6 **9. GOVERNING LAW**

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

12 **10. NOTICES**

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

18 To The Raider Image:

19 Amy Trask, Chief Executive
20 The Raider Image, LLC
21 1220 Harbor Bay Parkway
22 Alameda, CA 94502

23 With a copy to:

24 Trenton H. Norris
25 Bingham McCutchen LLP
26 Three Embarcadero Center
27 San Francisco, CA 94111-4067

28 To Plaintiff:

 Clifford A. Chanler
 Chanler Law Group
 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 The
3 Raider Image 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 The Raider
5 Image of any fact, finding, conclusion, issue of issue of law, or violation of law, such being
6 specifically denied by The Raider Image. The Raider Image reserves all of its rights and defenses
7 with regard to any claim by any party under Proposition 65 or otherwise. However, this Section
8 shall not diminish or otherwise affect The Raider Image's obligations, responsibilities, and duties
9 under this Consent Judgment.

10 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

22 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

23 The Parties shall mutually employ their best efforts to support the entry of this Agreement
24 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
25 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
26 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
27 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which
28 The Raider Image's counsel shall prepare, within a reasonable period of time after the Execution

1 Date (*i.e.*, not to exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based
2 on unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the
3 Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be reimbursed
4 pursuant to Section 4. The Raider Image shall have no additional responsibility to Plaintiff's
5 counsel pursuant to Code of Civil Procedure, § 1021.5 or otherwise with regard to reimbursement
6 of any fees and costs incurred with respect to the preparation and filing of the Joint Motion and its
7 supporting declaration or with regard to Plaintiff's counsel appearing for a hearing or related
8 proceedings thereon.

9 **15. MODIFICATION**

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

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1 16. AUTHORIZATION

2 The undersigned are authorized to execute this Consent Judgment on half 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
8 Date: 5-7-05

Date:

9
10 By: 
11 Plaintiff RUSSELL BRIMER

By:
Defendant THE RAIDER IMAGE, LLC

12
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14
15 Date:

Date: 5/10/05

16 PARAS LAW GROUP

BENHAM MCCUTCHEN LLP

17
18 By:

By: 

19 Stephen S. Sayad
20 Attorney for Plaintiff
RUSSELL BRIMER

Trenton H. Norris
Attorney for Defendant
THE RAIDER IMAGE, LLC

21
22
23 IT IS SO ORDERED.

24
25 Date: _____

JUDGE OF THE SUP. (OR COURT)

1 16. 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: *Jeffrey E. Birren*

7
8 Date:

Date: 5-20-05

9
10 By:
11 Plaintiff RUSSELL BRIMER

By: *Jeffrey E. Birren*
Defendant THE RAIDER IMAGE, LLC

12
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14
15 Date:

Date: 5/19/05

16 PARAS LAW GROUP

BINGHAM MCCUTCHEN LLP

17
18 By:

By: *Trenton H. Norris*

19 Stephen S. Sayad
20 Attorney for Plaintiff
RUSSELL BRIMER

Trenton H. Norris
Attorney for Defendant
THE RAIDER IMAGE, LLC

21
22 IT IS SO ORDERED.

23
24 Date: _____

JUDGE OF THE SUPERIOR COURT

1 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
8 Date:

Date:

9
10 By:
11 Plaintiff RUSSELL BRIMER

By:
Defendant THE RAIDER IMAGE, LLC

12
13 APPROVED AS TO FORM:


APPROVED AS TO FORM:

14 Date: 5/20/2005

Date:

15
16 PARAS LAW GROUP

BINGHAM MCCUTCHEN LLP

17 By: 
18 Stephen S. Sayad
19 Attorney for Plaintiff
20 RUSSELL BRIMER

By:
Trenton H. Norris
Attorney for Defendant
THE RAIDER IMAGE, LLC

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22
23 IT IS SO ORDERED.

24 Date: _____

25 _____
26 JUDGE OF THE SUPERIOR COURT

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Exhibit A

All glass and/or ceramic glasses, mugs, bowls, teapots, and other glassware with colored designs and/or artwork on the exterior, including but not limited to:

- 11 oz. Marble Mug (#605001090000)
- 17 oz. Mixing Glass (#605001060000)