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Larslei C. Paras (State Bar No. 203319)  
Daniel M. Bornstein (State Bar No. 181711)  
PARAS LAW GROUP  
655 Redwood Highway, Suite 216  
Mill Valley, California 94941  
Telephone: (415) 380-9222  
Facsimile: (415) 380-9223

Attorneys for Plaintiff  
Russell Brimer

**FILED**  
ALAMEDA COUNTY

AUG 2 - 2005

CLERK OF THE SUPERIOR COURT  
By Lou Arnold  
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA - OAKLAND BRANCH  
UNLIMITED CIVIL JURISDICTION

RUSSELL BRIMER,  
  
Plaintiff,  
  
v.  
  
DICK BLICK COMPANY; and DOES 1 through  
150,  
  
Defendants.

Case No. RG-05-198631

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

Date: July 19, 2005  
Time: 8:30 A.M.  
Dept.: 3  
Judge: Hon. Allan Hymer

RECEIVED  
MAY 26 2005


By \_\_\_\_\_  
ALAMEDA COUNTY SUPERIOR COURT

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant DICK BLICK  
2 COMPANY, 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 on July 19, 2005.

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

8 IT IS SO ORDERED.

9 Dated: 8/02/05

  
10 Hon. Allan Hymér  
11 JUDGE OF THE SUPERIOR COURT  
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8 Attorneys for Plaintiff  
 9 Russell Brimer

**FILED**  
 ALAMEDA COUNTY

AUG 2 - 2005

CLERK OF THE SUPERIOR COURT  
 By Carol Urzula  
 Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 IN AND FOR THE COUNTY OF ALAMEDA - OAKLAND BRANCH  
 12 UNLIMITED CIVIL JURISDICTION

13 RUSSELL BRIMER,

14 Plaintiff,

15 v.

16 DICK BLICK COMPANY; and DOES 1 through  
 17 150,

18 Defendants.

Case No. RG-05-198631

**[PROPOSED] ORDER PURSUANT  
 TO TERMS OF STIPULATION AND  
 ORDER RE: CONSENT  
 JUDGMENT**

Date: July 19, 2005

Time: 8:30 A.M.

Dept.: 3

Judge: Hon. Allan Hymer

**RECEIVED**

MAY 26 2005

By \_\_\_\_\_  
 ALAMEDA COUNTY SUPERIOR COURT

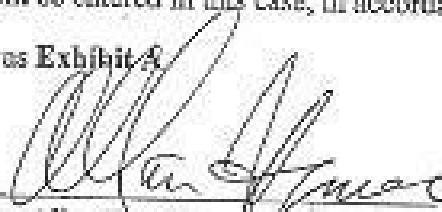
1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant DICK BLICK  
2 COMPANY, ("Defendant"), having agreed through their respective counsel that judgment be  
3 entered pursuant to the terms of the Consent Judgment entered into by the above-referenced  
4 parties and attached hereto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

15 IT IS SO ORDERED.

16 Dated: 8/02/05

17   
18 Hon. Allan Hymer  
19 JUDGE OF THE SUPERIOR COURT  
20  
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**Exhibit A**

1 Laralei C. Paras (State Bar No. 203319)  
Daniel M. Bornstein (State Bar No. 181711)  
2 PARAS LAW GROUP  
655 Redwood Highway, Suite 216  
3 Mill Valley, CA 94941  
Telephone: (415)380-9222  
4 Facsimile: (415) 380-9223

5 Attorneys for Plaintiff  
RUSSELL BRIMER

6 Christopher Locke (State Bar No. 101704)  
7 Star Lightner (State Bar No. 191573)  
Farella Braun & Martel LLP  
8 Russ Building  
235 Montgomery Street  
9 San Francisco, CA 94104  
Telephone: (415) 954-4966  
10 Facsimile: (415) 954-4480

11 Attorneys for Defendant  
DICK BLICK COMPANY

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 IN AND FOR THE COUNTY OF ALAMEDA – OAKLAND BRANCH  
14 UNLIMITED CIVIL JURISDICTION  
15

16 RUSSELL BRIMER,

17 Plaintiff,

18 vs.

19 DICK BLICK COMPANY; and DOES 1  
20 through 150,

21 Defendants.

Case No. RG-05-198631

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

22  
23 **1. INTRODUCTION**

24 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
25 between plaintiff Russell Brimer (hereafter "Brimer" or "Plaintiff") and Dick Blick Company  
26 (hereafter "DICK BLICK"), with Plaintiff and DICK BLICK collectively referred to as the  
27 "Parties" and Brimer and DICK BLICK each being a "Party."  
28

1           1.2     **Plaintiff.** In the complaint filed in this action, Brimer represents that he is  
2 bringing this enforcement action as an individual residing in Alameda County, California who  
3 seeks to promote awareness of exposures to toxic chemicals and improve human health by  
4 reducing or eliminating hazardous substances contained in consumer and industrial products.

5           1.3     **General Allegations.** Plaintiff alleges that DICK BLICK has distributed and/or  
6 sold in the State of California solder products that contain lead, which is listed pursuant to the  
7 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code  
8 §§ 25249.5 et seq., also known as Proposition 65, to cause cancer and birth defects (or other  
9 reproductive harm). Lead is referred to herein as the "Listed Chemical."

10          1.4     **Product Descriptions.** The products that are covered by this Consent Judgment  
11 are defined as follows: all spools, rolls or strips of solder containing lead, intended for use as  
12 soldering stock, that are sold and/or distributed by DICK BLICK in the State of California,  
13 including, by way of example and without limitation, products contained in the items listed at  
14 **Exhibit A**. Such products collectively are referred to herein as the "Products."

15          1.5     **Notices of Violation.** Beginning on November 24, 2004, Brimer served DICK  
16 BLICK and various public enforcement agencies with documents, entitled "60-Day Notice of  
17 Violation" ("Notice") that provided DICK BLICK and such public enforcers with notice that  
18 alleged that DICK BLICK was in violation of Health & Safety Code § 25249.6 for failing to warn  
19 purchasers that certain products that it sold expose users in California to lead.

20          1.6     **Complaint.** On February 16, 2005, Brimer, representing that he was acting in the  
21 interest of the general public in California, filed a complaint (hereafter referred to as the  
22 "Complaint" or the "Action") in the Superior Court for the City and County of Alameda against  
23 DICK BLICK and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6  
24 based on the alleged exposures to the Listed Chemical contained in certain products sold by  
25 DICK BLICK.

26          1.7     **No Admission.** DICK BLICK denies the material factual and legal allegations  
27 contained in Plaintiff's Notice and Complaint and maintains that all products it has sold or  
28 distributed in California, including the Products, have been and are in compliance with all laws.

1 Nothing in this Consent Judgment shall be construed as an admission by DICK BLICK of any  
2 fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment  
3 constitute or be construed as an admission of any fact, finding, conclusion, issue of law or  
4 violation of law. However, this section shall not diminish or otherwise affect the obligations,  
5 responsibilities and duties of DICK BLICK under this Consent Judgment.

6 1.8 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
7 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
8 Complaint and personal jurisdiction over DICK BLICK as to the acts alleged in the Complaint,  
9 that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this  
10 Consent Judgment as a full and final settlement and resolution of the allegations contained in the  
11 Complaint and all claims arising therefrom, and to enforce the provisions thereof.

12 1.9 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall be  
13 April 30, 2005.

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

15 **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

16 After the Effective Date, DICK BLICK shall not transmit to any distributor or retailer in  
17 California or any entity located outside of California who DICK BLICK knows or should know in  
18 the exercise of reasonable diligence will offer for sale in California any Products, unless warnings  
19 are given in accordance with one or more provisions in subsection 2.2 below.

20 **2.2 CLEAR AND REASONABLE WARNINGS**

21 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or  
22 directly to or on a Product by DICK BLICK, its agent, or the manufacturer, importer, wholesaler  
23 or distributor of the Product that states:

24 **WARNING:** This product contains lead known to the State of  
25 California to cause cancer and birth defects or  
other reproductive harm.

26 **or**

27 **WARNING:** This product contains lead known to the State of  
28 California to cause cancer and birth defects or  
other reproductive harm. Ingestion or



1                   inhalation of fumes or particles could cause lead  
2                   poisoning. Use only with adequate ventilation.  
3                   Wash hands thoroughly before eating, drinking,  
4                   or smoking.

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

12                  (b)     **Point-of-Sale Warnings.** In lieu of Product labels, DICK BLACK may  
13                  execute its warning obligations, where applicable, through the posting of signs at retail outlets in  
14                  the State of California at which Products are sold, in accordance with the terms specified in  
15                  subsections 2.2(b)(i), and 2.2(b)(ii).

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

18                         **WARNING: This product contains lead, a chemical known to  
19                         the state of California to cause cancer and birth  
20                         defects or other reproductive harm.**

21                  (ii)    A point-of-sale warning provided pursuant to subsection 2.2(b)(i)  
22                  shall be prominently placed with such conspicuousness as compared with other words, statements  
23                  designs or devices as to render it likely to be read and understood by an ordinary individual under  
24                  customary conditions of use or purchase and shall be placed or written in a manner such that the  
25                  consumer understands to which *specific* Products the warnings apply so as to minimize if not  
26                  eliminate the chances that an over-warning situation will arise. Any changes to the language or  
27                  format of the warning required for Products by this subsection shall only be made following: (1)  
28                  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.

1     **3.     MONETARY PAYMENTS**

2             **3.1     Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to Health  
3     & Safety Code Section 25249.7(b), DICK BLICK shall pay \$2,800 in civil penalties. The penalty  
4     payment shall be made payable to "Chanler Law Group in Trust For Russell Brimer," and shall be  
5     delivered to Plaintiff's counsel on or before May 16, 2005, at the following address:

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

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

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

19            **3.2     Apportionment of Penalties Received.** After Court approval of this Consent  
20     Judgment pursuant to section 6, all penalty monies received shall be apportioned by Plaintiff in  
21     accordance with Health & Safety Code § 25192, with 75% of these funds remitted to the State of  
22     California's Office of Environmental Health Hazard Assessment and the remaining 25% of these  
23     penalty monies retained by Plaintiff as provided by Health & Safety Code § 25249.12(d).  
24     Plaintiff shall bear all responsibility for apportioning and paying to the State of California the  
25     appropriate civil penalties paid in accordance with this section.

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

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

1 DICK BLICK then expressed a desire to resolve the fee and cost issue shortly after the other  
2 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on  
3 the compensation due to Plaintiff and his counsel under the private attorney general doctrine  
4 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date  
5 of the Agreement. Under the private attorney general doctrine codified at Code of Civil  
6 Procedure § 1021.5, DICK BLICK shall reimburse Plaintiff and his counsel for fees and costs,  
7 incurred as a result of investigating, bringing this matter (as well as any other matters reasonably  
8 related to the sale of DICK BLICK's Products allegedly sold in violation of Proposition) to DICK  
9 BLICK's attention, litigating and negotiating a settlement in the public interest. DICK BLICK  
10 shall pay Plaintiff and his counsel \$23,700 for all attorneys' fees and costs (including those  
11 incurred and to be incurred to obtain Court approval and the entry of this Consent Judgment),  
12 expert and investigative fees and costs, and litigation costs related to the various claims made  
13 against DICK BLICK and its downstream customers. The payment shall be made payable to the  
14 "Chanler Law Group" and shall be delivered to Plaintiff's counsel on or before May 16, 2005, at  
15 the following address:

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

19 4.2 **Return of Funds.** In the event that the Consent Judgment is not thereafter  
20 approved and entered by the Court, Brimer shall return the full amount of the fees and costs paid  
21 under this Consent Judgment, by check payable to DICK BLICK, within fifteen (15) days of  
22 receipt of a written request from counsel for DICK BLICK following notice of the issuance of the  
23 Court's decision.

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

1     **5.     RELEASE OF ALL CLAIMS**

2             **5.1     Plaintiff's Release of DICK BLICK.** In further consideration of the promises  
3 and agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,  
4 Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors  
5 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or  
6 participate in, directly or indirectly, any form of legal action and releases all claims, including,  
7 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
8 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
9 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or  
10 unknown, fixed or contingent (collectively "Claims"), against DICK BLICK and each of its  
11 vendors, suppliers (including but not limited to Diamond Tech), distributors, wholesalers,  
12 licensors, licensees, auctioneers, retailers, dealers, customers, owners, purchasers, users, parent  
13 companies, corporate affiliates, subsidiaries, officers, directors, attorneys, representatives,  
14 shareholders, agents, and employees (collectively, "DICK BLICK Releasees") arising under  
15 Proposition 65 related to DICK BLICK's or DICK BLICK Releasees' alleged failure to warn  
16 about exposures to or identification of the Listed Chemical contained in the Products. It is  
17 specifically understood and agreed to by the Parties, including the DICK BLICK Releasees, that  
18 plaintiff is only releasing DICK BLICK Releasees for their alleged liability in connection with  
19 the sale of Products sold by DICK BLICK, and that the Releasees are not in any way being  
20 released from liability for the sale of Products (or any other product) sold by any entity other than  
21 DICK BLICK.

22             **5.2**The Parties further agree and acknowledge that this Consent Judgment is a full,  
23 final, and binding resolution of any violation of Proposition 65 that was or could have been  
24 asserted in the Complaint against DICK BLICK and the DICK BLICK Releasees for alleged  
25 failure to provide clear and reasonable warnings of exposure to or to identify the Listed Chemical  
26 in the Products.

27             **5.3**In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all  
28 rights to institute or participate in, directly or indirectly, any form of legal action and releases all

1 Claims against DICK BLICK and the DICK BLICK Releasees arising under Proposition 65  
2 related to alleged failures to warn about exposures to or identification of the Listed Chemical  
3 contained in the Products, and for all actions or statements made by DICK BLICK, the DICK  
4 BLICK Releasees, and/or their attorneys or representatives, in the course of responding to alleged  
5 violations of Proposition 65; provided, however, Plaintiff shall remain free to institute any form  
6 of legal action to enforce the provisions of this Consent Judgment.

7       5.4 It is specifically understood and agreed that the Parties intend that DICK BLICK's  
8 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in  
9 the future (so long as DICK BLICK complies with the terms of the Consent Judgment)  
10 concerning DICK BLICK's and DICK BLICK Releasees' compliance with the requirements of  
11 Proposition 65 as to the Products.

12       5.5 **DICK BLICK's Release of Plaintiff.** DICK BLICK waives all rights to institute  
13 any form of legal action against Plaintiff, or his attorneys or representatives, for all actions taken  
14 or statements made by Plaintiff and his attorneys or representatives, in the course of seeking  
15 enforcement of Proposition 65 in this Action.

16 **6. COURT APPROVAL**

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

22 **7. ENFORCEMENT OF CONSENT JUDGMENT**

23       7.1 Before moving to enforce the terms and conditions of Section 2 of this Consent  
24 Judgment against DICK BLICK with respect to an alleged violation occurring at a retail store  
25 located in California, Plaintiff and others must follow the procedures set forth in subsections 7.2  
26 through 7.4.

27       7.2 In the event that Plaintiff and/or their attorneys, agents, assigns, or any other  
28 person acting in the public interest under Health and Safety Code § 25249.7(d) (hereinafter

1 "Notifying Person") identifies one or more retail stores owned and operated by DICK BLICK at  
2 which Products are sold (hereinafter "retail outlet") for which the warnings for those Products  
3 required under Section 2 of this Consent Judgment are not being given, such Notifying Person  
4 shall notify, in writing, DICK BLICK of such alleged failure to warn (the "Notice of Breach").

5 7.3 The Notice of Breach shall be sent by first class mail, with proof of service, to the  
6 persons identified in Section 12 of this Consent Judgment, and must be served within sixty (60)  
7 days of the date the alleged violation was observed. The Notice of Breach shall identify the date  
8 the alleged violation was observed and the retail outlet in question, and reasonably describe the  
9 nature of the alleged violation with sufficient detail to allow DICK BLICK to determine the basis  
10 of the claim being asserted and the Products to which those assertions apply.

11 7.4 In the event that the Notifying Person identifies a specific retail outlet not giving  
12 warnings for the Products as required under Section 2 of this Consent Judgment, such Notifying  
13 Person shall serve Defendants with another Notice of Breach in the manner described in  
14 subsection 7.2 and provide the information required by subsection 7.3.

15 7.5 The Notifying Person shall take no further action against Defendants unless the  
16 Notifying Person discovers, at least thirty (30) days after service of the Notices of Breach served  
17 pursuant to subsections 7.2 and 7.3, another failure to warn for any Products whether or not the  
18 alleged failure to warn is at the same retail outlet(s) identified in the Notices of Breach served  
19 pursuant to subsections 7.2 and 7.3.

20 **8. PRODUCT IDENTIFICATION AND SALES DATA**

21 DICK BLICK understands that the identification of Products sold and the sales data that it  
22 respectively provided to counsel for Russell Brimer were material factors upon which Russell  
23 Brimer has relied to determine the amount of civil penalties made pursuant to Health & Safety  
24 Code Section 25249.7(b) in this Agreement. To the best of DICK BLICK'S knowledge, the  
25 identification of Products sold and the sales data provided by DICK BLICK to counsel for Russell  
26 Brimer is a true and accurate reflection of any and all Products and sales of such Products in  
27 California during the relevant period.

28

1     **9. SEVERABILITY**

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

5     **10. ATTORNEY'S FEES**

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

10    **11. GOVERNING LAW**

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

16    **12. NOTICES**

17            All correspondence and notices required to be provided pursuant to this Consent Judgment  
18    shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,  
19    return receipt requested or (2) overnight courier on either Party by the other at the following  
20    addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,  
21    specify a change of address to which all future notices and other communications shall be sent.)

22            To Dick Blick:             Bob Buchsbaum, Chief Executive Office  
23   DICK BLICK COMPANY  
24   1849 Greenbay Road, #310  
  Highland Park, IL 60035

25            With a copy to:            Christopher Locke  
26   Star Lightner  
27   FARELLA, BRAUN & MARTEL LLP  
  235 Montgomery Street, 30th Floor  
  San Francisco, CA 94104

1 On Behalf of Plaintiff: CHANLER LAW GROUP  
2 Attn: Clifford A. Chanler  
3 71 Elm Street, Suite 8  
4 New Canaan, CT 06840

5 With a copy to: Laralei S. Puras  
6 PARAS LAW GROUP  
7 655 Redwood Highway, Suite 216  
8 Mill Valley, CA 94941

9  
10 **13. NO ADMISSIONS**

11 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
12 DICK BLICK of any fact, finding, conclusion, issue of law, or violation of law, nor shall  
13 compliance with this Consent Judgment constitute or be construed as an admission by DICK  
14 BLICK of any fact, allegation, claim, issue, or violation of law, such being specifically denied by  
15 DICK BLICK. DICK BLICK reserves all of its rights and defenses with regard to any claim by  
16 any party under Proposition 65 or otherwise. However, this section shall not diminish or  
17 otherwise affect DICK BLICK's obligations, responsibilities and duties under this Consent  
18 Judgment.

19 **14. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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



1     **16.     ADDITIONAL POST EXECUTION ACTIVITIES**

2             The Parties shall mutually employ their best efforts to support the entry of this Agreement  
3 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
4 manner; however, the motion and supporting documents necessary to obtain such approval shall  
5 be prepared by Plaintiff. The Parties acknowledge that, pursuant to Health & Safety Code  
6 § 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.  
7 Accordingly, Plaintiff agrees to file a Joint Motion to Approve the Agreement ("Joint Motion"),  
8 within a reasonable period of time after the Execution Date. Plaintiff's counsel shall prepare a  
9 declaration in support of the Joint Motion which shall, *inter alia*, set forth support for the fees and  
10 costs to be reimbursed pursuant to Section 4. Except as provided in Section 4 herein, DICK  
11 BLICK shall have no additional responsibility to Plaintiff's counsel pursuant to Code of Civil  
12 Procedure § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred  
13 with respect to the preparation and filing of the Joint Motion and its supporting declaration or  
14 with regard to Plaintiff's counsel appearing for a hearing or related proceedings thereon.

15     **17.     MODIFICATION**

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

21     **18.     AUTHORIZATION**

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

26     AGREED TO:

AGREED TO:

1 Date: 5-9-05

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3 By: Russell Brimer  
Plaintiff RUSSELL BRIMER

4

5 APPROVED AS TO FORM:

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7 Date:

8 PARAS LAW GROUP

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10 By: Laralei S. Paras

11 Attorneys for Plaintiff  
RUSSELL BRIMER

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14 IT IS SO ORDERED.

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

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Date:

By: \_\_\_\_\_  
Defendant DICK BLICK COMPANY

APPROVED AS TO FORM:

Date:

FARELLA, BRAUN & MARTEL LLP

By: Star Lightner


Attorney for Defendant  
DICK BLICK COMPANY

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JUDGE OF THE SUPERIOR COURT

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Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Plaintiff RUSSELL BRIMER

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Defendant DICK BLICK COMPANY

APPROVED AS TO FORM:  
Date: 05/09/05  
PARAS LAW GROUP  
By:  \_\_\_\_\_  
Rafael S. Paras  
Attorneys for Plaintiff  
RUSSELL BRIMER

APPROVED AS TO FORM:  
Date: \_\_\_\_\_  
FARELLA, BRAUN & MARTEL LLP  
By: \_\_\_\_\_  
Star Lightner  
Attorney for Defendant  
DICK BLICK COMPANY

IT IS SO ORDERED.

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

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JUDGE OF THE SUPERIOR COURT



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Exhibit A

All Products including, but not limited to:  
Solder 1LB 60/40 Spool (#60678-1001)  
Stained Glass Class kit (#62968-1009)