

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Brian Gaffney, Esq. (CBN 168778)  
Matt McFarland, Esq. (CBN 225537)  
LAW OFFICES OF BRIAN GAFFNEY  
605 Market St., Suite 505  
San Francisco, CA 94105  
Telephone: (415) 442-0711  
Facsimile: (415) 442-0713

Attorneys for Plaintiff  
ECOLOGICAL RIGHTS FOUNDATION

**ENDORSED  
FILED**  
*San Francisco County Superior Court*

JAN 30 2006

GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
(Unlimited Jurisdiction)

ECOLOGICAL RIGHTS FOUNDATION,  
Plaintiff,

v.

PROVO CRAFT & NOVELTY, INC.;  
PROVO CRAFT, INC., and DOES 1 through  
100 inclusive.  
Defendants.

CASE NO. CGC-05-443363

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

Date: January 30, 2006  
Time: 9:30 a.m.  
Dept. No.: 301

1 Plaintiff's motion for approval of settlement and entry of Consent Judgment was heard on  
2 noticed motion on January 30, 2006. This Court finds that:

- 3 1. The reformulation required by the Consent Judgment complies with the requirements of  
4 Proposition 65;
- 5 2. The warnings required by the Consent Judgment complies with the clear and reasonable  
6 warning requirement of Proposition 65;
- 7 3. The payments in lieu of civil penalty specified in the Consent Judgment are reasonable based  
8 on the criteria in Cal Health & Safety Code section 25249.7(b)(2); and
- 9 4. The attorneys fees awarded under the Consent Judgment are reasonable under California law.  
10 Based upon these findings, the settlement and Consent Judgment are approved.

11 IT IS SO ORDERED.  
12  
13

14 Dated: JAN 30 2006

JAMES L WARREN

Judge of the Superior Court  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Brian Gaffney, Esq. (CBN 168778)  
2 Matt McFarland, Esq. (CBN 225537)  
3 LAW OFFICES OF BRIAN GAFFNEY  
4 605 Market St., Suite 505  
5 San Francisco, CA 94105  
6 Telephone: (415) 442-0711  
7 Facsimile: (415) 442-0713

8 Attorney for Plaintiff  
9 ECOLOGICAL RIGHTS FOUNDATION

10 Ann G. Cirmaldi (CBN 160893)  
11 MCKENNA LONG & ALDRIDGE LLP  
12 101 California St., 41<sup>st</sup> Floor  
13 San Francisco, CA 94111  
14 Telephone: (415) 267-4000  
15 Facsimile: (415) 267-4198

16 Attorneys for Defendant  
17 PROVO CRAFT & NOVELTY, INC.

ENDORSED  
FILED  
San Francisco County Superior Court

JAN 30 2006

GORDON PARK-LI, Clerk  
By: ERICKA LARNAUTI  
Deputy Clerk

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF SAN FRANCISCO  
20 (Unlimited Jurisdiction)

21 ECOLOGICAL RIGHTS FOUNDATION,

CASE NO. CGC-05-443363

22 Plaintiff,

~~PROPOSED~~ CONSENT JUDGMENT

23 v.

24 PROVO CRAFT & NOVELTY, INC.;  
25 PROVO CRAFT, INC., and DOES 1 through  
26 100 inclusive,

27 Defendants.

28 **1. INTRODUCTION**

1.1 Plaintiff: Plaintiff Ecological Rights Foundation ("ERF" or "Plaintiff"), is a nonprofit foundation dedicated to, among other causes, the protection of the environment, promotion of human health, environmental education, and consumer rights.

1.2 The Action: On July 22, 2005, Plaintiff filed a complaint in the Superior Court for the City and County of San Francisco (hereafter referred to as the "Action") charging Provo Craft

1 & Novelty, Inc.; Provo Craft, Inc. and Does 1 through 100 (hereinafter "Defendant" or "Provo  
2 Craft & Novelty, Inc.") with having violated The Safe Drinking Water and Toxic Enforcement  
3 Act of 1986 ("Proposition 65"), Health and Safety Code Section 25249.5 *et seq.*, by exposing  
4 individuals to lead, a chemical known to the State of California to cause cancer and birth defects  
5 and other reproductive harm, without providing clear and reasonable warnings to such  
6 individuals. The alleged violations addressed in the Action were described in Plaintiff's Notice of  
7 Intent to Sue dated April 26, 2005 ("Plaintiff's Notice"), which Plaintiff had sent to the  
8 Defendant and to public enforcers as required by Health & Safety Code Section 25249.7. Provo  
9 Craft & Novelty, Inc. filed an answer in the Action on August 31, 2005 denying all material  
10 allegations and asserting numerous affirmative defenses. The alleged violations at issue in the  
11 Action relate to exposure to lead from glass suncatchers with leaded glass and leaded glass  
12 inserts containing leaded mullions manufactured, imported, distributed, and/or sold by Provo  
13 Craft & Novelty, Inc.

14 1.3 Jurisdiction: For purposes of this Consent Judgment, the Parties stipulate that the  
15 San Francisco Superior Court has jurisdiction over the allegations in the Action and personal  
16 jurisdiction over Defendant as to the acts alleged in the Action, that venue is proper in the City  
17 and County of San Francisco, that this Court has jurisdiction to enter this Consent Judgment as a  
18 resolution of all claims which were alleged in the Action, and that the Court shall retain  
19 jurisdiction to implement the Consent Judgment.

20 1.4 No Admissions: For the purpose of avoiding prolonged litigation, the Parties enter  
21 into this Consent Judgment as a compromise of disputed claims and none of its provisions shall  
22 be construed as an admission by any Party of any fact, finding, issue of law, or violation of law,  
23 including Proposition 65, or any other statute, regulation, or common law requirement related to  
24 exposure to lead or other chemicals listed under Proposition 65 from the Covered Products. By  
25 executing this Consent Judgment and agreeing to provide the relief and remedies specified  
26 herein, Defendant does not admit any violations of Proposition 65--or any other law or legal  
27 duty--and specifically deny that they have committed any such violations. This Consent  
28 Judgment shall not be construed as an admission that any reformulation and/or warnings

1 regarding exposure to lead are required under Proposition 65 for the Covered Products.  
2 Defendant maintains that all Covered Products (as that term is defined below) manufactured,  
3 marketed, distributed, and/or sold by it in California have at all times been in compliance with all  
4 applicable laws. Nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
5 remedy, or defense that Plaintiff and Defendant may have in any other or in future legal  
6 proceedings unrelated to these proceedings. Defendant reserves all of its rights and defenses with  
7 regard to any claim by any person under Proposition 65 or otherwise. However, this paragraph  
8 shall not diminish or otherwise affect the obligations, responsibilities, waivers, releases, and/or  
9 duties provided for under this Consent Judgment.

## 10 2. INJUNCTIVE RELIEF

11 2.1 Definition Of "Covered Products": For purposes of this Consent Judgment, the  
12 term "Covered Products" means all glass suncatchers which contain leaded glass inserts, leaded  
13 mullions, leaded casing and/or lead solder which are marketed, sold, and/or distributed by  
14 Defendant (regardless of product nomenclature, model design, model designation or brand name  
15 - i.e., both those employed directly by Defendant as well as privately labeled products supplied to  
16 others by Defendant) as further described in Plaintiff's Notice.

17 2.2 Reformulation of Covered Products: As of the Effective Date of this Consent  
18 Judgment, Defendant shall not, by itself or through others, manufacture for sale in California,  
19 ship for sale and/or sell in the State of California any Covered Products manufactured with (a)  
20 solder that is specified to have a lead content exceeding 0.05 percent (0.05%) lead by weight,  
21 and/or (b) mullions or casing material that is specified to have a lead content exceeding 0.01  
22 percent (0.01%) lead by weight.

23 2.3 Reliance On Specifications: Defendant may comply with the requirement in  
24 Paragraph 2.2 by relying on the specifications provided by the supplier(s) of the Covered  
25 Products, solder, mullions, or casing material, provided such reliance is in good faith.

### 26 2.4 Warnings to Past California Customers

27 Defendant will exert best faith reasonable efforts to identify all its customers in California  
28 who have already purchased the Covered Products without a warning in the three-year period

1 prior to the date of Plaintiff's Notice. Within 60 days of the Effective Date of this Consent  
2 Judgment, Defendant will provide the following warning by mail on Defendant's letterhead to  
3 each such identified customer.

4       Warning: Our records indicate that you purchased leaded glass product(s) manufactured,  
5 distributed, and/or sold by Provo Craft and Novelty, Inc. The solder, coming and mullions  
6 in these products contain lead, a chemical known to the State of California to cause cancer,  
birth defects, and other reproductive harm. Avoid contact. Wash your hands immediately  
after handling.

7 Within 120 days of the Effective Date of this Consent Judgment, Defendant will notify Plaintiff  
8 of its efforts to identify and provide warning by mail to such identified customers.

9       2.5    Removal from Display by Retailers and Distributors

10       Defendant will instruct each of its retailers and distributors in California to return all  
11 Covered Products in their possession or control to Defendant within 30 days of the Effective  
12 Date of this Consent Decree. Defendant will certify, within 60 days of the Effective Date of this  
13 Consent Decree, that each of Defendant's retailers and distributors in California has returned all  
14 Covered Products in their possession or control to Defendant.

15    **3.    WAIVER AND RELEASE OF ALL CLAIMS**

16       3.1    Waiver And Release of Claims Against Defendant: Plaintiff, on its own behalf  
17 and on behalf of its members, subsidiaries, successors, and assigns and its directors, officers,  
18 agents, attorneys, representatives, and employees, hereby releases Defendant and its directors,  
19 officers, agents, attorneys, representatives, employees, licensors, heirs, subsidiaries, affiliates,  
20 suppliers, customers, retailers, distributors, dealers, predecessors, successors, and assigns, and  
21 waives all claims for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees  
22 (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or  
23 claimed, for the alleged failure of Defendant or its subsidiaries, affiliates, suppliers, customers,  
24 retailers, distributors, dealers, predecessors, successors, and assigns to provide clear and  
25 reasonable warning about exposure to lead from the sale or use of any Covered Products  
26 manufactured, marketed, distributed, and/or sold by Defendant in accordance with and including,  
27 but not limited to, Proposition 65.

28       Plaintiff, in the interest of the general public and on behalf of all other private persons or

1 entities potentially having standing under Health and Safety Code § 25249.7(d) and on behalf of  
2 its respective members, subsidiaries, successors, and assigns and its directors, officers, agents,  
3 attorneys, representatives, and employees, further hereby releases Defendant and its directors,  
4 officers, agents, attorneys, representatives, employees, licensors, heirs, subsidiaries, affiliates,  
5 suppliers, customers, retailers, distributors, dealers, successors, and assigns, and waives all  
6 claims for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including  
7 fees for attorneys, experts and others), costs, expenses, or any other sum incurred or claimed for  
8 violations of Proposition 65 as set forth in Plaintiff's Notice, for the alleged failure to provide  
9 clear and reasonable warning about exposure to lead from the sale or use of any Covered  
10 Products manufactured, marketed, distributed, and/or sold by Defendant or its subsidiaries,  
11 affiliates, suppliers, customers, retailers, distributors, dealers, predecessors, successors, and  
12 assigns.

13       3.2 Defendant's Waiver And Release Of Plaintiff: Defendant on its own behalf and on  
14 behalf of its subsidiaries, affiliates, successors, and assigns and its directors, officers, agents,  
15 attorneys, representatives, and employees release Plaintiff and its members, directors, officers,  
16 agents, attorneys, representatives, employees, heirs, successors, and assigns from, and waives all  
17 claims for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including  
18 fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or claimed or  
19 which could have been claimed for matters related to the Action.

20       3.3 Matters Covered By This Consent Judgment/Release of Future Claims: As to  
21 Covered Products, this Consent Judgment is a full, final, and binding resolution between the  
22 Plaintiff, acting on behalf of itself and, as to those matters raised in Plaintiff's Notice, the public  
23 interest pursuant to Health and Safety Code Section 25249.7(d), on the one hand, and Defendant  
24 on the other hand, for the alleged failure to provide clear, reasonable, and lawful warnings of  
25 exposure to lead used or contained in the Covered Products manufactured, marketed, distributed,  
26 and/or sold by Defendant. As to Covered Products, compliance with the terms of this Consent  
27 Judgment resolves any issue, now and in the future, concerning compliance by Defendant with  
28 existing requirements of Proposition 65 to provide clear and reasonable warning about exposure.

1 to lead in Covered Products manufactured, distributed, and/or sold by Defendant.

2       3.4    Waiver Of Civil Code Section 1542: This Consent Judgment is intended as a full  
3 settlement and compromise of all claims arising out of or relating to Plaintiffs' Notice and on the  
4 Action regarding Covered Products, except as set forth herein. No claim is reserved as between  
5 the Parties hereto, and each Party expressly waives any and all rights which it may have under the  
6 provisions of Section 1542 of the Civil Code of the State of California, which provides:

7           A general release does not extend to claims which the creditor does  
8 not know or suspect to exist in his favor at the time of executing the  
9 release, which if known by him must have materially affected his  
10 settlement with the debtor.

#### 11   4.    **MONETARY PAYMENTS**

12       4.1    Within fifteen (15) days following the parties' execution of this Consent  
13 Judgment, Defendant shall pay \$15,500, in the form of a check made payable to "Brian Gaffney,  
14 Attorney Client Trust Account" with this amount to be used by Ecological Rights Foundation to  
15 reduce harm from toxic chemicals or other pollutants, or to increase consumer worker and  
16 community awareness of health hazards posed by toxic chemicals. The payment for use by  
17 Ecological Rights Foundation shall not be construed as a credit against the personal claims of  
18 absent third parties for restitution against Defendant. The check shall be delivered by overnight  
19 delivery to Brian Gaffney, LAW OFFICES OF BRIAN GAFFNEY, 605 Market St., Suite 505,  
20 San Francisco, CA 94105. In the event this Consent Judgment becomes null and void under  
21 either Paragraphs 11 or 12 infra, Plaintiff shall, within fifteen days, return the payment made  
22 under this paragraph to Defendant.

23       4.2    Within fifteen (15) days following the parties' execution of this Consent  
24 Judgment, Defendant shall pay \$17,000, in the form of a check made payable to "Brian Gaffney  
25 Attorney Client Trust Account" as reimbursement for the investigation fees and costs, testing  
26 costs, expert witness fees, attorneys fees, and other litigation costs and expenses. The check shall  
27 be delivered by overnight delivery to Brian Gaffney, LAW OFFICES OF BRIAN GAFFNEY,  
28 605 Market St., Suite 505, San Francisco, CA 94105. In the event this Consent Judgment  
becomes null and void under either Paragraphs 11 or 12 infra, Plaintiff shall, within fifteen days,  
return the payment made under this paragraph to Defendant.

1           4.3     Defendant understands that the sales data and declaration under penalty of perjury  
2 provided to Plaintiff by Defendant was a material factor upon which Plaintiff has relied to  
3 determine the amount of monetary payments made under paragraph 4.1 above. To the best of  
4 Defendant's knowledge, the sales data provided is true and accurate. Plaintiff understands that  
5 Defendant considers the sales data to be confidential information and shall return the sales data  
6 to Defendant within fifteen days of the execution of this Agreement. In the event that Plaintiff  
7 discovers facts that demonstrate to a reasonable degree of certainty that the sales data is  
8 materially inaccurate, the parties shall meet in a good faith attempt to resolve the matter within  
9 ten (10) days of Defendant's receipt of notice from Plaintiff of its intent to challenge the accuracy  
10 of the sales data. If this good faith attempt fails to resolve Plaintiff's concerns, Plaintiff shall  
11 have the right to re-institute an enforcement action against Defendant, for those additional  
12 Covered Products, based upon any existing 60-Day Notice of violation allegedly served on  
13 Defendant. In such cases, all applicable statutes of limitation shall be deemed tolled for the  
14 period between the date Plaintiff filed the instant action and the date Plaintiff notifies Defendant  
15 that it is re-instituting the action for the additional Covered Products, but in no instance shall the  
16 date upon Plaintiff notifies Defendant that it is re-instituting the action for the additional Covered  
17 Products extend past July 22, 2007.

## 18     **5.     SEVERABILITY**

19           In the event that any of the provisions of this Consent Judgment are held by a court to be  
20 unenforceable, the validity of the enforceable provisions remaining shall not be adversely  
21 affected thereby.

## 22     **6.     MODIFICATION OF CONSENT JUDGMENT**

23           This Consent Judgment may be modified only upon the written agreement of the Parties,  
24 or pursuant to court order issued upon motion of a Party, and upon entry of a modified Consent  
25 Judgment by this Court.

## 26     **7.     ENFORCEMENT OF CONSENT JUDGMENT**

27           7.1     The Parties may, by motion or order to show cause before this Court, and upon  
28 notice having been given to all Parties in accordance with Paragraph 9 below, unless waived,

1 enforce the terms and conditions of this Consent Judgment and seek whatever fines, costs,  
2 penalties, or remedies (including reasonable attorneys' fees and costs) are provided by law.

3 7.2 The Parties may enforce the terms and conditions of this Consent Judgment  
4 pursuant to paragraph 7.1 only after the complaining party has first given thirty (30) days notice  
5 to the Party failing to comply with the terms and conditions of the Consent Judgment and has  
6 attempted, in an open and good faith manner, to resolve such Party's failure to comply.

## 7 8. GOVERNING LAW

8 8.1 The terms of this Consent Judgment shall be governed by and construed in  
9 accordance with, the laws of the State of California.

10 8.2 The Parties, including their counsel, have participated in the preparation of this  
11 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
12 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
13 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
14 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
15 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
16 agrees that any statute or rule of construction providing that ambiguities are to be resolved  
17 against the drafting party should not be employed in the interpretation of this Consent Judgment  
18 and, in this regard, the Parties hereby waive California Civil Code Section 1654.

## 19 9. ENTIRE AGREEMENT

20 This Consent Judgment constitutes the sole and entire agreement and understanding  
21 between the Parties with respect to the subject matter hereof, and any prior discussions,  
22 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
23 and therein. There are no warranties, representations, or other agreements between the Parties,  
24 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
25 other than those specifically referred to herein, shall be deemed to exist or bind any of the Parties  
26 hereto. No supplementation, modification, waiver, or termination of this Consent Judgment shall  
27 be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the  
28 provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the

1 other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing  
2 waiver.

3 **10. NOTICES**

4 All notices or correspondence to be given pursuant to this Consent Judgment shall be in  
5 writing and shall be personally delivered or sent by first-class, registered, certified mail,  
6 overnight courier, and/or via facsimile transmission (with presentation of facsimile transmission  
7 confirmation) addressed to the Parties as follows:

8 For Plaintiffs: Ecological Rights Foundation  
9 867 B Redwood Drive  
Garberville, CA 95542

10 With a copy to: Brian Gaffney  
11 LAW OFFICES OF BRIAN GAFFNEY  
605 Market Street, Suite 505  
12 San Francisco, CA 94105

13 For Defendant: Provo Craft & Novelty  
14 Robert Workman, CEO and President  
151 E 3450 N  
Spanish Fork, UT 84660-8507

15 With a copy to: Ann G. Grimaldi  
16 MCKENNA LONG & ALDRIDGE LLP  
101 California St., 41<sup>st</sup> Floor  
17 San Francisco, CA 94111

18 The contacts and/or addresses stated immediately above may be attended by giving  
19 notice to all Parties to this Consent Judgment.

20 **11. COMPLIANCE WITH REPORTING REQUIREMENTS/ATTORNEY GENERAL  
OFFICE REVIEW AND COMMENT**

21 The parties agree to comply with the reporting form requirements referenced in  
22 Health & Safety Code § 25249.7(f). Within a reasonable time of receiving all necessary  
23 signatures to this Consent Judgment, and consistent with Health & Safety Code §25249.7(f),  
24 Plaintiff shall notice a Motion to Approve Settlement and for Entry of Consent Judgment  
25 ("Motion") in the San Francisco Superior Court for a hearing scheduled not earlier than forty-  
26 five (45) days later. Plaintiff shall serve this Consent Judgment and the noticed Motion to the  
27 California Attorney General's office within a reasonable time of receiving all necessary  
28 signatures.

1 It is expressly understood and agreed by the Parties hereto that the rights and obligations  
2 contained in this Consent Judgment are expressly conditioned on the non-opposition by the  
3 California Attorney General's Office to this Consent Judgment. Should the Attorney General  
4 object to the Consent Judgment, the Parties shall negotiate in good faith to modify the Consent  
5 Judgment in a manner that resolves the objection of the Attorney General. If the Parties cannot  
6 agree on appropriate modifications within thirty (30) days of receiving the Attorney General's  
7 objections, this Consent Judgment shall, at any Party's option, be deemed null and void as to  
8 that Party, shall not bind that Party, and shall not be construed as an admission or waiver of any  
9 claim or defense and cannot be used for any purpose.

10 **12. COURT APPROVAL/EFFECTIVE DATE**

11 The Court shall either approve or disapprove of this Consent Judgment in its entirety,  
12 without alteration, deletion or amendment, unless otherwise so stipulated by the Parties and their  
13 counsel. Defendant agrees to support the motion to approve this Consent Judgment in full, and  
14 shall take all reasonable measures to ensure that it is entered without delay. In the event that the  
15 Court fails to approve and order entry of the Consent Judgment without any change whatsoever  
16 (unless otherwise so stipulated by the Parties), this Consent Judgment shall become null and void  
17 upon the election of either Party and upon written notice to all of the Parties to the Action  
18 pursuant to the notice provisions herein.

19 If the Court enters this Consent Judgment, Plaintiff shall, within ten (10) working days  
20 after the Effective Date, electronically provide or otherwise serve a copy of it and the report  
21 required pursuant to 11 Cal. Code Regs. § 3004 to/on the California Attorney General's Office.

22 The Effective Date of this Consent Judgment shall be the date it is entered by the Court.

23 **13. AUTHORIZATION**

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

27 **14. COUNTERPARTS/FACSIMILE SIGNING**

28 This Consent Judgment may be executed in one or more counterparts, each of which

1 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
2 same document. All signatures need not appear on the same page of the document and  
3 signatures of the Parties transmitted by facsimile shall be deemed binding.

4 **APPROVED AS TO FORM:**

5 Dated: \_\_\_\_\_, 2005

LAW OFFICES OF BRIAN GAFFNEY

6  
7 By: See next page  
8 Brian Gaffney

9 Attorney for Plaintiff  
10 ECOLOGICAL RIGHTS FOUNDATION

11 Dated: \_\_\_\_\_, 2005

12  
13 By: See next page  
Ann Grimaldi

14 Attorney for Defendant  
15 PROVO CRAFT & NOVELTY, INC.

16 **IT IS SO STIPULATED:**

17 ECOLOGICAL RIGHTS FOUNDATION

18 Dated: NOVEMBER 21, 2005

19  
20 By: James Lambert  
21 James Lambert  
22 Executive Director

23 PROVO CRAFT & NOVELTY, INC.

24 Dated: \_\_\_\_\_

25  
26 By: See next page  
27 Robert Workman  
28 CEO and President

29 In accordance with the stipulation of Plaintiff Ecological Rights Foundation and  
30 Defendant Provo Craft & Novelty, Inc.

31 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

32 Dated: JAN 30 2006

33  
34 **JAMES L. WARREN**  
35  
36 JUDGE OF THE SUPERIOR COURT

1 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
2 same document. All signatures need not appear on the same page of the document and  
3 signatures of the Parties transmitted by facsimile shall be deemed binding.

4 **APPROVED AS TO FORM:**

5 Dated: 12/14, 2005

LAW OFFICES OF BRIAN GAFFNEY

6  
7 By: Brian Gaffney  
8 Brian Gaffney

9 Attorney for Plaintiff  
10 ECOLOGICAL RIGHTS FOUNDATION

11 Dated: 12/14, 2005

12 By: Ann D. Grimaldi  
13 Ann Grimaldi

14 Attorney for Defendant  
15 PROVO CRAFT & NOVELTY, INC.

16 **IT IS SO STIPULATED:**

17 ECOLOGICAL RIGHTS FOUNDATION

18 Dated: \_\_\_\_\_

19 By: See previous page  
20 James Lampion  
21 Executive Director

22 PROVO CRAFT & NOVELTY, INC.

23 Dated: 12/17/05

24 By: Robert Workman  
25 Robert Workman  
26 CEO and President

27 In accordance with the stipulation of Plaintiff Ecological Rights Foundation and  
28 Defendant Provo Craft & Novelty, Inc.

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Dated: \_\_\_\_\_

See previous page  
JUDGE OF THE SUPERIOR COURT