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2 THE CHANLER GROUP
2560 Ninth Street
3 Parker Plaza, Suite 214
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5

6 Attorneys for Plaintiffs
RUSSELL BRIMER and
ANTHONY E. HELD, Ph.D., P.E.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE CITY AND COUNTY OF SAN FRANCISCO
10 UNLIMITED CIVIL JURISDICTION
11

12 RUSSELL BRIMER, and ANTHONY E.
13 HELD, Ph.D., P.E.

14 Plaintiffs,

15 v.

16 CPP INTERNATIONAL LLC, dba
17 CAROLINA PAD & PAPER; and DOES 1
18 through 150, inclusive,

19 Defendants.
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ENDORSED
FILED
San Francisco County Superior Court

APR 19 2010

CLERK OF THE COURT
By: MARJORIE SCHWARTZ-SCOTT
Deputy Clerk

Case No. CGC-10-496043

AMENDED

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

1 Now come Plaintiffs RUSSELL BRIMER and ANTHONY E. HELD, Ph.D., P.E., and
2 Defendant CPP INTERNATIONAL LLC, dba CAROLINA PAD & PAPER, having agreed
3 through their respective counsel that judgment be entered pursuant to the terms of the Proposition
4 65 settlement agreement in the form of an AMENDED STIPULATION AND [PROPOSED]
5 ORDER RE: CONSENT JUDGMENT executed by the above-referenced parties, and following
6 issuance of an order approving this Proposition 65 settlement agreement on April 5, 2010.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health &
8 Safety Code § 25249.7(f)(4) and Code of Civil Procedure §664.6, judgment is entered in
9 accordance with the terms of the AMENDED STIPULATION AND [PROPOSED] ORDER RE:
10 CONSENT JUDGMENT attached hereto as Exhibit 1. By stipulation of the parties, the Court will
11 retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

12 **IT IS SO ORDERED.**

13 APR 19 2010

14 Dated: _____

PETER J. BUSCH

15 _____
16 Judge of the San Francisco City & County Superior Court
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Exhibit 1

1 Clifford A. Chanler, State Bar No. 135534
Laurence D. Haveson, State Bar No. 152631
2 CHANLER LAW GROUP
2560 Ninth Street
3 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
4 Telephone: (510) 848-8880
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5 Attorneys for Plaintiffs
6 RUSSELL BRIMER and
ANTHONY E. HELD, Ph.D., P.E.

7 Christopher Locke, State Bar No. 101704
8 FARELLA BRAUN & MARTEL, LLP
235 Montgomery Street, 30th Floor
9 San Francisco, California 94104
Telephone: (415) 954-4400
10 Facsimile: (415) 954-4480

11 Attorneys for Defendants
CPP INTERNATIONAL LLC,
12 dba CAROLINA PAD & PAPER

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN FRANCISCO
16 UNLIMITED CIVIL JURISDICTION
17

18 RUSSELL BRIMER and
ANTHONY E. HELD, Ph.D., P.E.,

19 Plaintiff,

20 v.

21 CPP INTERNATIONAL LLC,
22 and DOES 1 through 150, inclusive,

23 Defendants.

Case No.

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

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment is entered into by and between plaintiffs Russell Brimer and
4 Anthony E. Held, Ph.D., P.E. (individually “Brimer” or “Held,” and collectively “Plaintiffs”) on
5 the one hand, and defendants CPP International LLC dba Carolina Pad & Paper (collectively
6 “CPP” or “Defendant”) on the other hand, with Plaintiffs and Defendant collectively referred to as
7 the “Parties.”

8 **1.2 Plaintiff**

9 Brimer and Held represent that they are individuals residing in California who seek to
10 promote awareness of exposures to toxic chemicals and improve human health by reducing or
11 eliminating hazardous substances contained in consumer products.

12 **1.3 Defendant**

13 CPP acknowledges that it employs ten or more persons and is a “person in the course of
14 doing business” within the meaning of the Safe Drinking Water and Toxic Enforcement Act of
15 1986, California Health & Safety Code §25249.6 *et seq.* (“Proposition 65”).

16 **1.4 General Allegations**

17 Brimer and Held allege that CPP has distributed and/or sold in the State of California vinyl
18 laptop tote bags containing lead and di(2ethylhexyl)phthalate (“DEHP”), specifically the *Eye*
19 *Candy Fashion Laptop Tote (#0 79784 28734 1)*. Lead and DEHP are listed pursuant to
20 Proposition 65 as chemicals known to the State of California to cause cancer, birth defects and
21 other reproductive harm. Lead and DEHP shall be referred to herein as the “Listed Chemicals.”

22 **1.5 Product Description**

23 The products that are covered by this Consent Judgment are defined as follows: vinyl
24 laptop tote bags containing lead and DEHP, specifically the *Eye Candy Fashion Laptop Tote (#0*
25 *79784 28734 1)*. Such vinyl laptop tote bags shall be referred to herein as the “Covered Products.”

26 **1.6 Notice of Violation**

27 On or about July 17, 2009, Brimer served CPP, Wal-Mart Stores, Inc., and various public
28 enforcement agencies with a document entitled “60-Day Notice of Violation” (“Notice”) alleging

1 that Defendant was in violation of California Health & Safety Code §25249.6 for failing to warn
2 consumers that the Covered Products exposed users in California to lead. To the best of the
3 Parties' knowledge, no public enforcer has diligently prosecuted the allegations set forth in this
4 Notice.

5 On or about August 14, 2009, Held served CPP, Wal-Mart Stores, Inc., and various public
6 enforcement agencies with a Notice alleging that Defendant was in violation of California Health
7 & Safety Code §25249.6 for failing to warn consumers that the Covered Products exposed users in
8 California to DEHP. To the best of the Parties' knowledge, no public enforcer has commenced
9 and is diligently prosecuting the allegations set forth in the Notice.

10 **1.7 Settlement Discussions**

11 CPP responded to the Notices within the 60-day periods, denied the allegations including
12 Plaintiffs' claims that the Covered Products caused exposure to the Listed Chemicals, exchanged
13 product information, and reached the settlement described herein shortly after the expiration of the
14 60-day notice periods.

15 **1.8 Complaint**

16 No later than January 15, 2010, Plaintiffs, acting in the interest of the general public in
17 California and pursuant to the Parties' settlement, filed a complaint ("Complaint" or "Action") in
18 the Superior Court in and for the County of San Francisco against CPP and Does 1 through 150,
19 alleging violations of California Health & Safety Code §25249.6 based on the alleged exposures to
20 the Listed Chemicals contained in the Covered Products.

21 **1.9 No Admission**

22 CPP denies the material, factual, and legal allegations contained in Plaintiffs' Notices and
23 Complaint, and maintains that all products that it has sold and/or distributed in the State of
24 California, including the Covered Products, have been and are in compliance with all laws,
25 including without limitation Proposition 65. Nothing in this Consent Judgment shall be construed
26 as an admission by CPP of any fact, finding, issue of law, or violation of law, nor shall compliance
27 with this Consent Judgment constitute or be construed as an admission by CPP of any fact,
28 finding, conclusion, issue of law, or violation of law, such being specifically denied by CPP.

1 However, this Section shall not diminish or otherwise affect the obligations, responsibilities, and
2 duties of CPP under this Consent Judgment.

3 **1.10 Consent to Jurisdiction**

4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
5 jurisdiction over CPP as to the allegations contained in the Complaint, that venue is proper in the
6 County of San Francisco and that this Court has jurisdiction to enter and enforce the provisions of
7 this Consent Judgment.

8 **1.11 Effective Date**

9 For purposes of this Consent Judgment, the term "Effective Date" shall mean January 29,
10 2010.

11 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

12 **2.1 Reformulation Commitment**

13 Commencing on the Effective Date, CPP shall not ship, sell or offer to be shipped for sale
14 in California any Covered Product unless such Covered Product is "Lead and DEHP Free," as
15 provided in Section 2.2 below. For purposes of this Consent Judgment, "Lead and DEHP Free"
16 products shall mean Covered Products that meet the Reformulation Standards of Section 2.2
17 below, and such Covered Products are referred to herein as "Reformulated Products."

18 **2.2 Reformulation Standards**

19 Reformulated Products are defined as those Covered Products containing components that
20 may be handled, touched or mouthed by a consumer, which components yield less than 1.0
21 microgram of lead when using a wipe test pursuant to NIOSH Test Method 9100, or yield less
22 than or equal to 300 parts per million ("ppm") of lead when analyzed pursuant to Environmental
23 Protection Agency ("EPA") testing methodologies 3050B and/or 6010B, or another method of
24 detection and analysis for lead authorized under Title 27 California Code of Regulations ("CCR")
25 §25900; and Covered Products containing less than 1,000 ppm of DEHP, as measured by EPA
26 testing methodologies 3580A, 3550C and/or 8270C, or another method of detection and analysis
27 for DEHP authorized under 27 CCR §25900. The requirement in section 2.3 below that CPP must

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1 either provide warnings for Covered Products or request that the retailer or distributor return the
2 unsold Covered Products shall not be required for Reformulated Products.

3 **2.3 Requirements for Products Remaining in Inventory in California**

4 For Covered Products distributed and sold before the Effective Date that are not
5 Reformulated Products and remain in inventory with retailers and distributors, CPP must either
6 provide Proposition 65 warnings or request that the retailer or distributor return the unsold
7 Covered Products. To this end, CPP represents and warrants that it has contracted with Retail
8 Integrity Merchandising Solutions to label Covered Products, other than Reformulated Products,
9 Inc., remaining in inventory at retailers and distributors in California, with warning stickers
10 containing the following language:

11 WARNING: This product contains DEHP (a phthalate) and
12 lead, chemicals known to the State of
13 California to cause birth defects and other
reproductive harm.

14 CPP represents and warrants that it has provided Retail Integrity Merchandising Solutions, Inc.,
15 with instructions that the stickers be placed on the product packaging for those Covered Products
16 that remain on the sales floor of the retailer or are otherwise in inventory at the store or
17 distribution facility; that such warning stickers shall be prominently placed with such
18 conspicuousness as compared with other words, statements, designs or devices as to render it
19 likely to be read and understood by an ordinary individual under customary conditions before
20 purchase; and that Retail Integrity Merchandising Solutions, Inc., has confirmed that it has
21 completed such labeling at retailers and distributors in California.

22 **3. MONETARY PAYMENTS**

23 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

24 In settlement of all the claims referred to in this Consent Judgment, CPP shall pay \$8,500
25 in civil penalties to be apportioned in accordance with California Health & Safety Code §25192,
26 with 75% of these funds remitted to the State of California's Office of Environmental Health
27 Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Brimer and
28 Held as provided by California Health & Safety Code §25249.12(d). CPP shall issue two separate

1 checks for the penalty payment: (a) one check made payable to "Chanler Law Group in Trust For
2 OEHHA" in the amount of \$6,375, representing 75% of the total penalty; and (b) one check to
3 "Chanler Law Group in Trust for Russell Brimer and Anthony Held" in the amount of \$2,125, to
4 be divided equally between them, representing 25% of the total penalty. Three separate 1099s
5 shall be issued for the above payments: (a) OEHHA, P.O. Box 4010, Sacramento, CA, 95814
6 (EIN: 68-0284486); (b) Russell Brimer, whose information shall be provided at least ten calendar
7 days before the payment is due.; and (c) Anthony Held, whose information shall be provided at
8 least ten calendar days before the payment is due.

9 Payment shall be delivered on or before January 29, 2010, to counsel for Brimer and Held
10 at the following address:

11 Chanler Law Group
12 Attn: Proposition 65 Controller
13 2560 Ninth Street
14 Parker Plaza, Suite 214
15 Berkeley, CA 94710-2565

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

15 **4.1 Attorney Fees and Costs**

16 The Parties acknowledge that Brimer and Held and their counsel offered to resolve this
17 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
18 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
19 After the other settlement terms had been finalized, the Parties attempted to (and did) reach an
20 accord on the compensation due to Brimer and Held and their counsel under general contract
21 principles and the private attorney general doctrine codified at California Code of Civil Procedure
22 (CCP) §1021.5, for all work performed through the mutual execution of this agreement and the
23 anticipated work to seek court approval. CPP shall reimburse Brimer, Held and their counsel a
24 total of \$25,000 for fees and costs incurred as a result of investigating, bringing this matter to
25 CPP's attention, negotiating a settlement in the public interest, and preparing the Complaint and
26 pleadings in support of court approval of this Consent Judgment. CPP shall issue a separate 1099
27 for fees and costs (EIN: 20-3929984) and shall make the check payable to "Chanler Law Group,"

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1 which shall be delivered on or before January 29, 2010, to counsel for Brimer and Held at the
2 following address:

3 Chanler Law Group
4 Attn: Proposition 65 Controller
5 2560 Ninth Street
6 Parker Plaza, Suite 214
7 Berkeley, CA 94710-2565

8 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval.**

9 Pursuant to CCP §§1021 and 1021.5, the Parties agree that Defendants will reimburse
10 Brimer and Held and their counsel for their reasonable fees and costs incurred in seeking judicial
11 approval of this settlement agreement in the trial court, in an amount not to exceed \$5,000. Such
12 additional fees and costs, exclusive of fees and costs that may be incurred in the event of an
13 appeal, include, but are not limited to, drafting and filing of the motion to approve papers,
14 fulfilling the reporting requirements referenced in Health & Safety Code §25249.7(f),
15 corresponding with opposing counsel responding to any third party objections and appearing
16 before the Court related to the approval process.

17 Reimbursement of such additional fees and costs shall be due within ten days after receipt
18 of a billing statement from Brimer and Held (“Additional Fee Claim”). Payment of the Additional
19 Fee Claim shall be made to “Chanler Law Group,” and the payment shall be delivered, at the
20 following address:

21 Chanler Law Group
22 Attn: Proposition 65 Controller
23 2560 Ninth Street
24 Parker Plaza, Suite 214
25 Berkeley, CA 94710-2565

26 CPP has the right to object to such reimbursement and may submit the resolution of this
27 issue to the American Arbitration Association (AAA) in Northern California to determine the
28 reasonableness of the additional fees and costs sought, provided that an arbitration such notice of
objection or decision to arbitrate is received by Brimer and Held by the end of the seven calendar
days. If an arbitration notice is not filed with AAA in a timely manner, Brimer and Held may file a
motion with the Court pursuant to both CCP §1021.5 and this settlement agreement to recover
additional attorney fees and costs incurred as set forth in this paragraph. In the event CPP submits

1 the matter to arbitration, Brimer and Held may seek, pursuant to CCP §1021.5, reasonable attorney
2 fees and costs incurred for the arbitration.

3 **5. RELEASE OF ALL CLAIMS**

4 **5.1 Plaintiffs' Release of Defendant**

5 In further consideration of the promises and agreements herein contained, and for the
6 payments to be made pursuant to Sections 3 and 4 of this Consent Judgment, Brimer and Held on
7 behalf of themselves, their past and current agents, representatives, attorneys, successors, and/or
8 assignees, and in the interest of the general public, hereby waives all rights to institute or
9 participate in, directly or indirectly, any form of legal action and releases all claims, including,
10 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
11 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
12 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or
13 unknown, fixed or contingent (collectively "Claims"), against CPP and each of its downstream
14 distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers
15 (including without limitation Wal-Mart Stores, Inc., and its affiliates and subsidiaries), owners,
16 purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers,
17 directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent
18 entities (collectively "Releasees"). This release is limited to those Claims that arise under
19 Proposition 65 as such claims relate to the alleged failure of CPP and Releasees to warn about
20 exposures to the Listed Chemicals contained in the Covered Products. CPP's compliance with this
21 Consent Judgment shall constitute compliance with Proposition 65 for CPP and the Releasees with
22 respect to the Listed Chemicals in the Covered Products after the Effective Date.

23 Brimer and Held also, each in their respective individual capacity only and *not* in their
24 representative capacity, provides a general release herein which shall be effective as a full and
25 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
26 attorneys' fees, damages, losses, claims, liabilities and demands of Brimer and Held of any nature,
27 character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter

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1 of this Action. Brimer and Held each acknowledges that he is familiar with Section 1542 of the
2 California Civil Code, which provides as follows:

3
4 A general release does not extend to claims which the creditor does
5 not know or suspect to exist in his or her favor at the time of
executing the release, which if known by him or her must have
materially affected his settlement with the debtor.

6 Brimer and Held, each in his respective individual capacity only and *not* in his
7 representative capacity, expressly waives and relinquishes any and all rights and benefits which he
8 may have under, or which may be conferred on him by the provisions of Section 1542 of the
9 California Civil Code, as well as under any other state or federal statute or common law principle
10 of similar effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining
11 to the released matters. In furtherance of such intention, the release hereby given shall be and
12 remain in effect as a full and complete release notwithstanding the discovery or existence of any
13 such additional or different claims or facts arising out of the released matters.

14 The Parties further understand and agree that the foregoing releases shall not extend
15 upstream to any entities that manufactured the Covered Products for CPP (except for Covered
16 Products manufactured by CPP, if any) or any component parts thereof, or to any distributors or
17 suppliers who sold the Covered Products or any component parts thereof to CPP.

18 **5.2 Defendant's Release of Plaintiffs**

19 CPP waives any and all claims against Brimer and Held, and each of their attorneys and
20 other representatives for any and all actions taken or statements made (or those that could have
21 been taken or made) by Brimer, Held and each of their attorneys and other representatives,
22 whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65
23 against them in this matter, and/or with respect to the Covered Products.

24 CPP also provides a general release herein which shall be effective as a full and final
25 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
26 attorneys' fees, damages, losses, claims, liabilities and demands of CPP of any nature, character or
27 kind, known or unknown, suspected or unsuspected, arising out of the subject matter of this

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2 which provides as follows:

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executing the release, which if known by him or her must have
materially affected his settlement with the debtor.

6 CPP expressly waives and relinquishes any and all rights and benefits which it may have
7 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil
8 Code, as well as under any other state or federal statute or common law principle of similar effect,
9 to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released
10 matters. In furtherance of such intention, the release hereby given shall be and remain in effect as
11 a full and complete release notwithstanding the discovery or existence of any such additional or
12 different claims or facts arising out of the released matters.

13 **6. COURT APPROVAL**

14 This Consent Judgment is not effective until it is approved and entered by the Court and
15 shall be null and void if, for any reason, it is not approved and entered by the Court within one
16 year after it has been fully executed by all Parties, in which event any monies that have been
17 provided to Brimer and Held or their counsel pursuant to Section 3 and/or Section 4 above, shall
18 be refunded within fifteen (15) days after receiving written notice from CPP that the one-year
19 period has expired.

20 **7. SEVERABILITY**

21 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
22 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
23 provisions remaining shall not be adversely affected.

24 **8. GOVERNING LAW**

25 The terms of this Consent Judgment shall be governed by the laws of the State of
26 California and apply within the State of California. In the event that Proposition 65 is repealed or
27 is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products, then
28 CPP shall provide written notice to Plaintiffs of any asserted change in the law, and shall have no

1 further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the
2 Covered Products are affected.

3 **9. NOTICES**

4 Unless specified herein, all correspondence and notices required to be provided pursuant to
5 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
6 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
7 other party at the following addresses:

8 To CPP:

9 Robert Agres, Chief Operating Officer
10 CPP International LLC
11 9144 Arrowpoint Boulevard
12 Charlotte, NC 28273

12 With a copy to:

13 Christopher Locke
14 Farella Braun + Martel LLP
15 235 Montgomery Street, 17th Floor
16 San Francisco, CA 94104

16 To Brimer and Held:

17 Proposition 65 Coordinator
18 Chanler Law Group
19 Attn: Proposition 65 Controller
20 2560 Ninth Street
21 Parker Plaza, Suite 214
22 Berkeley, CA 94710-2565

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

22 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

23 This Consent Judgment may be executed in counterparts and exchanged by facsimile, each
24 counterpart copy of which shall be deemed an original, and all of which, when taken together,
25 shall constitute one and the same document.

26 **11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

27 Brimer and Held agree to comply with the reporting form requirements referenced in
28 California Health & Safety Code §25249.7(f).

1 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

2 Brimer, Held and CPP agree to mutually employ their best efforts to obtain judicial
3 approval and entry of this Consent Judgment in a timely manner. The Parties acknowledge that,
4 pursuant to California Health & Safety Code §25249.7, a noticed motion is required to obtain
5 judicial approval of this Consent Judgment. Accordingly, Brimer and Held agree to file a Motion
6 to Approve the Consent Judgment.

7 **13. MODIFICATION**

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

13 **14. AUTHORIZATION**

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

17 **AGREED TO:**

AGREED TO:

18 Date:

Date:

19
20 By:

Plaintiff RUSSELL BRIMER

By:

Robert Agres, Chief Operating Officer
Defendants CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

22 Date:

APPROVED

By Anthony Held at 10:11 am, Mar 29, 2010

24
25 By:

Anthony E Held
Plaintiff ANTHONY E. HELD,
Ph.D., P.E.

1 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

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15 respective Parties and have read, understood, and agree to all of the terms and conditions of this
16 Consent Judgment.

17 **AGREED TO:**

18 Date: 3.29.10

19 By: RR
20 Plaintiff RUSSELL BRIMER

AGREED TO:

Date:

By: Robert Agres
Robert Agres, Chief Operating Officer
Defendants CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

22 Date: **APPROVED**
23 By Anthony Held at 10:31 PM

24
25 By: Anthony E. Held
26 Plaintiff ANTHONY E. HELD,
27 Ph.D., P.E.

28

1 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

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15 respective Parties and have read, understood, and agree to all of the terms and conditions of this
16 Consent Judgment.

17 **AGREED TO:**

AGREED TO:

18 Date:

Date: March 29, 2010

19 By:

20 Plaintiff RUSSELL BRIMER

By:


Robert Agres, Chief Operating Officer
Defendants CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

21 Date:

22 By:

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25 Plaintiff ANTHONY E. HELD,
26 Ph.D., P.E.
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APPROVED AS TO FORM:

Date:

CHANLER LAW GROUP

By: _____

Laurence D. Haveson
Attorneys for Plaintiffs
RUSSELL BRIMER and
ANTHONY E. HELD, Ph.D., P.E.

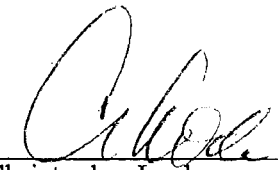
APPROVED AS TO FORM:

Date:

March 29, 2010

FARELLA BRAUN & MARTEL, LLP

By: _____


Christopher Locke
Attorneys for Defendants
CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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APPROVED AS TO FORM:

Date: **3/29/2010**

CHANLER LAW GROUP

APPROVED AS TO FORM:

Date:

FARELLA BRAUN & MARTEL, LLP

By: 

Laurence D. Haveson
Attorneys for Plaintiffs
RUSSELL BRIMER and
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By: _____

Christopher Locke
Attorneys for Defendants
CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT