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Clifford A. Chanler, State Bar No. 135534  
Brian C. Johnson, State Bar No. 235965  
Josh Voorhees, State Bar No. 241436  
THE CHANLER GROUP  
2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710  
Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

Attorneys for Plaintiff  
RUSSELL BRIMER

**FILED**  
**ALAMEDA COUNTY**

**AUG 18 2011**

CLERK OF THE SUPERIOR COURT  
By J. H. Kelly  
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA  
UNLIMITED CIVIL JURISDICTION

RUSSELL BRIMER,  
  
Plaintiff,  
  
v.  
  
U.S. TAPE COMPANY, INC.; and  
DOES 1-150, inclusive,  
  
Defendants.

Case No. RG10543473  
*JKH*  
**MODIFIED [PROPOSED]**  
**JUDGMENT PURSUANT TO**  
**TERMS OF PROPOSITION 65**  
**SETTLEMENT AND AMENDED**  
**CONSENT JUDGMENT**  
  
Date: August 17, 2011  
Time: 2:30 p.m.  
Dept.: 608  
Judge: Hon. Richard Keller  
  
Reservation No.: 1163469

**RECEIVED**  
**ALAMEDA COUNTY**  
**JUN 21 2011**  
**CLERK OF THE SUPERIOR COURT**  
By J. H. Kelly  
Deputy

1 Plaintiff, RUSSELL BRIMER, and defendant, U.S. TAPE COMPANY, INC., having agreed  
2 through their respective counsel that Judgment be entered pursuant to the terms of the Proposition 65  
3 settlement agreement memorialized in the mutually executed *Amended* Consent Judgment, and  
4 following the issuance of an Order approving the parties' settlement,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health & Safety  
6 Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, judgment is hereby entered in accordance  
7 with the terms of the *Amended* Consent Judgment attached hereto as Exhibit 1. By stipulation of the  
8 parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure §  
9 664.6.

10  
11 IT IS SO ORDERED.

12  
13 Dated: 8-18-2011

  
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JUDGE OF THE SUPERIOR COURT

# Exhibit 1

1 Clifford A. Chanler, State Bar No. 135534  
Brian C. Johnson, State Bar No. 235965  
2 THE CHANLER GROUP  
2560 Ninth Street  
3 Parker Plaza, Suite 214  
Berkeley, CA 94710  
4 Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

5 Attorneys for Plaintiff  
6 RUSSELL BRIMER

7 Michael J. Partos, State Bar No. 143845  
COZEN O'CONNOR  
8 777 South Figueroa Street  
Suite 2850  
9 Los Angeles, CA 90017  
Telephone (213) 892-7900  
10 Facsimile: (866) 537-7530

11 Attorneys for Defendant  
U.S. TAPE COMPANY, INC.

12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF ALAMEDA  
15 UNLIMITED CIVIL JURISDICTION  
16

17  
18 RUSSELL BRIMER,

19 Plaintiff,

20 v.

21 U.S. TAPE COMPANY, INC.; and DOES 1-  
22 150, inclusive,

23 Defendants.  
24  
25  
26  
27  
28

Case No. RG10543473

**[PROPOSED] CONSENT  
JUDGMENT**

Health & Safety Code § 25249.6

1     **1. INTRODUCTION**

2             **1.1 Russell Brimer and Defendant U.S. Tape Company, Inc.**

3             This Consent Judgment is entered into by and between Russell Brimer (“Brimer”) and U.S.  
4 Tape Company, Inc. (“U.S. Tape”). Brimer and U.S. Tape are collectively referred to as the  
5 “Parties.”

6             **1.2 Plaintiff**

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

10            **1.3 Defendant U.S. Tape**

11            U.S. Tape employs ten or more persons and is a person in the course of doing business for  
12 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety  
13 Code § 25249.6 *et seq.* (“Proposition 65”).

14            **1.4 General Allegations**

15            Brimer alleges that U.S. Tape has manufactured, distributed, and/or sold in the State of  
16 California tape measures with accessible components containing lead without providing the requisite  
17 Proposition 65 warnings. U.S. Tape denies this allegation. Lead is listed pursuant to Proposition 65  
18 as a chemical known to the State of California to cause birth defects and other reproductive harm.  
19 Lead is referred to herein as the “Listed Chemical.”

20            **1.5 Product Description**

21            The products that are covered by this Consent Judgment are defined as follows: tape measures  
22 with accessible components containing the Listed Chemical including, but not limited to, the *U.S.*  
23 *Tape Center Point 25’ Measuring Tape (#7 27659 50070 4)*. All such items shall be referred to  
24 herein as the “Products.”

25            **1.6 Notice of Violation**

26            On August 5, 2010, Brimer served U.S. Tape and various public enforcement agencies with a  
27 document entitled “60-Day Notice of Violation” (“Notice”) that provided U.S. Tape and such public  
28 enforcers with notice that U.S. Tape was alleged to be in violation of California Health & Safety

1 Code § 25249.6 for failing to warn consumers and customers that the Products exposed users in  
2 California to the Listed Chemical. To the best of the Parties' knowledge, no public enforcer has  
3 diligently prosecuted the allegations set forth in the 60-Day Notice of Violation.

4 **1.7 Complaint**

5 On October 25, 2010, Brimer, acting in the interest of the general public in California, filed  
6 the instant action naming U.S. Tape as a defendant and alleging violations of Health & Safety Code §  
7 25249.6 based on, *inter alia*, the exposures to Listed Chemical contained in the Products it sold in  
8 California ("Complaint") without the clear and reasonable warning required by Proposition 65.

9 **1.8 No Admission**

10 U.S. Tape denies the material, factual, and legal allegations contained in Brimer's Notice and  
11 Complaint, and maintains that all of the products it has manufactured, distributed, and/or sold in  
12 California, including the Products, have been, and are, in compliance with all laws. Nothing in this  
13 Consent Judgment shall be construed as an admission by U.S. Tape of any fact, finding, conclusion  
14 of law, issue of law, or violation of law; nor shall compliance with this Consent Judgment constitute  
15 or be construed as an admission by U.S. Tape of any fact, finding, conclusion of law, issue of law, or  
16 violation of law, the same being specifically denied by U.S. Tape. However, this section shall not  
17 diminish or otherwise affect the obligations, responsibilities and duties of U.S. Tape under this  
18 Consent Judgment.

19 **1.9 Consent to Jurisdiction**

20 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
21 jurisdiction over U.S. Tape and Russell Brimer as to the allegations contained in the Complaint, that  
22 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce the  
23 provisions of this Consent Judgment.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "Effective Date" shall mean February 28,  
26 2011.

27 **1.11 Court**

28 For purposes of this Consent Judgment, the term "Court" shall mean the department of the

1 Superior Court of California for the County of Alameda presiding over case RG10543473.

2 **2. INJUNCTIVE RELIEF: REFORMULATION & WARNINGS**

3 **2.1 Reformulated Products**

4 “Reformulated Products” are defined as those Products that contain no more than 100 parts  
5 per million lead content when analyzed pursuant to Environmental Protection Agency testing  
6 methodologies 3050B and 6010B (Digest Test) and that yield no more than 1.0 micrograms of lead  
7 when analyzed pursuant to NIOSH Test Method 9100 (Wipe Test) performed on any accessible  
8 component (i.e. any portion of the Product that may be handled, touched, or mouthed by a user during  
9 reasonably foreseeable use or misuse).

10 **2.2 Product Warnings**

11 Commencing on the Effective Date, U.S. Tape shall, for all Products that are not  
12 Reformulated Products, provide clear and reasonable warnings as set forth in subsections 2.2(a) and  
13 (b) below. Such labeling is not in any manner required for Reformulated Products. Each warning  
14 shall be prominently placed with such conspicuousness as compared with other words, statements,  
15 designs, or devices as to render it likely to be read and understood by an ordinary individual under  
16 customary conditions before purchase or use. Each warning shall be provided in a manner such that  
17 the consumer or user understands to which *specific* Product the warning applies, so as to minimize  
18 the risk of consumer confusion.

19 **(a) Retail Store Sales.**

20 **(i) Product Labeling.** U.S. Tape may affix a warning to the packaging,  
21 labeling, or directly on each Product sold in retail outlets in California by U.S. Tape or any person  
22 selling its Products, that states:

23 **WARNING:** This product contains lead, a chemical known  
24 to the State of California to cause birth defects  
and other reproductive harm.

25 **(ii) Point-of-Sale Warnings.** Alternatively, U.S. Tape may provide  
26 warning signs in the form below to its customers in California with instructions to post the  
27 warnings in close proximity to the point of display of the Products.  
28

1                   **WARNING:** This product contains lead, a chemical known  
2   to the State of California to cause birth defects  
   and other reproductive harm.

3 Where more than one Product is sold in proximity to other like items or to those that do not require a  
4 warning (*e.g.*, Reformulated Products as defined in Section 2.1), the following statement  
5 must be used:<sup>1</sup>

6                   **WARNING:** The following products contain lead, a chemical  
7   known to the State of California to cause birth  
   defects and other reproductive harm:

8   [*list products for which warning is required*]

9                   **(b) Mail Order Catalog and Internet Sales.** In the event that U.S. Tape sells  
10 Products via mail order catalog or internet to customers located in California after the Effective Date  
11 that are not Reformulated Products, U.S. Tape shall provide a warning for Products sold via mail  
12 order catalog or the Internet to California residents: (1) in the mail order catalog; or (2) on the  
13 website. Warnings given in the mail order catalog or on the website shall identify the *specific*  
14 Product to which the warning applies as further specified in Sections 2.2(b)(i) and (ii).

15                   **(i) Mail Order Catalog Warning.** Any warning provided in a mail order  
16 catalog must be in the same type size or larger than the Product description text within the catalog.  
17 The following warning shall be provided on the same page and in the same location as the display  
18 and/or description of the Product:

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

21                   Where it is impracticable to provide the warning on the same page and in the same location as  
22 the display and/or description of the Product, U.S. Tape may utilize a designated symbol to cross  
23 reference the applicable warning and shall define the term “designated symbol” with the following  
24 language on the inside of the front cover of the catalog or on the same page as any order form for the  
25 Product(s):

26 \_\_\_\_\_  
27 <sup>1</sup>For purposes of the consent judgment, “sold in proximity” shall mean that the Product and another product are offered  
28 for sale close enough to each other that the consumer, under customary conditions of purchase, could not reasonably  
determine which of the two products is subject to the warning sign.

1                   **WARNING:** Certain products identified with this symbol  
2                   ▼ and offered for sale in this catalog contain  
3                   lead, a chemical known to the State of  
4                   California to cause birth defects and other  
5                   reproductive harm.

6 The designated symbol must appear on the same page and in close proximity to the display and/or  
7 description of the Product. On each page where the designated symbol appears, U.S. Tape must  
8 provide a header or footer directing the consumer to the warning language and definition of the  
9 designated symbol.

10                   If U.S. Tape elects to provide warnings in the mail order catalog, then the warnings must be  
11 included in all catalogs offering to sell one or more Products printed after the Effective Date.

12                   (ii)     **Internet Website Warnings.** A warning may be given in conjunction  
13 with the sale of the Products via the Internet, provided it appears either: (a) on the same web page on  
14 which a Product is displayed; (b) on the same web page as the order form for a Product; (c) on the  
15 same page as the price for any Product; or (d) on one or more web pages displayed to a purchaser  
16 during the checkout process. The following warning statement shall be used and shall appear in any  
17 of the above instances adjacent to or immediately following the display, description, or price of the  
18 Product for which it is given in the same type size or larger than the Product description text:

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

22                   Alternatively, the designated symbol may appear adjacent to or immediately following the  
23 display, description, or price of the Product for which a warning is being given, provided that the  
24 following warning statement also appears elsewhere on the same web page, as follows:

25                   **WARNING:** Products identified on this page with the  
26                   following symbol ▼ contain lead, a chemical  
27                   known to the State of California to cause birth  
28                   defects and other reproductive harm.

### 3.     **MONETARY PAYMENTS**

#### **3.1     Payments Pursuant to Health & Safety Code § 25249.7(b)**

Pursuant to California Health & Safety Code §25249.7(b), U.S. Tape shall pay a total civil  
penalty of \$20,000 in settlement of all of the claims alleged in the Notice and Complaint. This

1 \$20,000 amount is comprised of the initial civil payment of \$5,000, plus the \$15,000 referenced in  
2 section 3.1.3, below. The penalty amount was determined according to the factors set forth in  
3 California Health & Safety Code § 25249.7(b)(2), including, without limitation, the nature and extent  
4 of the violation, the economic effect of the penalty on the violator, and whether the violator took  
5 good faith measures to comply with Proposition 65 and the time such measures were taken.

6 **3.1.1 Initial Civil Penalty**

7 In settlement of all the claims referred to in this Consent Judgment and alleged in the  
8 Notice and Complaint, U.S. Tape shall pay an Initial Civil Penalty of \$5,000 to be apportioned in  
9 accordance with California Health & Safety Code §§ 25249.12 (c)(1) and (d), with seventy-five  
10 percent of these funds remitted to the State of California's Office of Environmental Health Hazard  
11 Assessment ("OEHHA") and the remaining twenty-five percent of the penalty paid to Brimer. U.S.  
12 Tape shall issue two checks for the penalty payment: (a) one made payable to "The Chanler Group in  
13 Trust for OEHHA" in the amount of \$3,750.00; and (b) one check to "The Chanler Group in Trust for  
14 Russell Brimer" in the amount of \$1,250.00.

15 The payment of the Initial Civil Penalty shall be delivered within ten days of the  
16 Effective Date, to the following address:

17 The Chanler Group  
18 Attn: Proposition 65 Controller  
2560 Ninth Street  
19 Parker Plaza, Suite 214  
Berkeley, CA 94710

20 Two 1099 forms shall be provided for the above payments, one to: (a) California  
21 Office of Environmental Health Hazard Assessment, P.O. Box 4010, Sacramento, CA, 95814 (EIN:  
22 68-0284486); and one to (b) Russell Brimer.

23 **3.1.2 Final Civil Penalty; Waiver Upon Certification**

24 U.S. Tape shall pay a Final Civil Penalty of \$15,000 on May 31, 2011. However, as  
25 an incentive to achieve one hundred percent reformulation of the Products, Brimer agrees and the  
26 Court orders that the full \$15,000 Final Civil Penalty shall be waived, in its entirety, upon  
27 certification in writing by an officer of U.S. Tape that, as of June 1, 2011, it will only distribute, ship,  
28

1 sell, or offer for sale in California Reformulated Products. The written certification of reformulation  
2 must be received by The Chanler Group on or before May 15, 2011.

3 In the event that it is not waived as described above, the Final Civil Penalty shall be  
4 allocated between Brimer and OEHHA according to California Health & Safety Code §§ 25249.12  
5 (c)(1) and (d). Payment of the Final Civil Penalty shall be in the form of two checks made out as  
6 follows: (a) "The Chanler Group in trust Russell Brimer" for the sum of \$3,750; and (b) "The  
7 Chanler Group in Trust for OEHHA" for the sum of \$11,250. Tax information for both Brimer and  
8 OEHHA shall be provided according section 3.1.1 above. Payment of the Final Civil Penalty, if not  
9 waived, shall be delivered to The Chanler Group at the address provided in Section 3.1.1 on or before  
10 May 15, 2011.

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

12 **4.1 Attorney Fees and Costs**

13 The Parties acknowledge that Brimer and his counsel offered to resolve this dispute without  
14 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee  
15 issue to be resolved after the material terms of the agreement had been settled. U.S. Tape then  
16 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been  
17 finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Brimer  
18 and his counsel under general contract principles and the private attorney general doctrine codified at  
19 California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of  
20 this agreement. U.S. Tape shall pay \$30,000 for fees and costs incurred as a result of investigating,  
21 bringing this matter to U.S. Tape's attention, litigating and negotiating a settlement in the public  
22 interest, and seeking judicial approval of this settlement. U.S. Tape shall issue a separate 1099 for  
23 fees and costs (EIN: 94-3171522), make the check payable to "The Chanler Group" and deliver  
24 payment within ten days of the Effective Date to the following address:

25 The Chanler Group  
26 Attn: Proposition 65 Controller  
27 2560 Ninth Street  
28 Parker Plaza, Suite 214  
Berkeley, CA 94710

1     **5.     RELEASE OF ALL CLAIMS**

2             **5.1     Brimer's Release**

3             In further consideration of the promises and agreements herein contained, and for the  
4 payments to be made pursuant to Sections 3.1 and 4.1 above, Brimer, on behalf of himself, his past  
5 and current agents, representatives, attorneys, successors and/or assignees, and in the interest of the  
6 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
7 legal action and releases all claims, including, without limitation, all actions, and causes of action, in  
8 law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or  
9 expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any  
10 nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims") , against  
11 U.S. Tape and its parents, subsidiaries, affiliates, officers, directors, attorneys, representatives,  
12 shareholders, agents, and employees, and each of their downstream distributors, wholesalers,  
13 licensors, licensees, auctioneers, retailers, franchisors, franchisees, dealers, customers, owners,  
14 purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers,  
15 directors, attorneys, representatives, shareholders, agents, and employees, and sister, affiliated, and  
16 parent entities (collectively "Releasees").

17             With respect to this release, Brimer on behalf of himself, his past and current agents,  
18 representatives, attorneys, successors and/or assignees, and in the interest of the general public,  
19 hereby waives the application and protections of California Civil Code Section 1542, after careful  
20 explanation of the effects of such waiver by his counsel, the Chanler Group. The releases in this  
21 Consent Judgment are limited to those claims that arise under Proposition 65, as such claims relate to  
22 U.S. Tape's or any Releasee's alleged failure to warn about exposures to the Listed Chemical.

23             Brimer agrees and the Court rules that compliance with this Consent Judgment shall be  
24 deemed to constitute compliance with Proposition 65 for the Products with respect to Listed  
25 Chemical, both in the past and in the future. The Court shall retain jurisdiction with respect to all  
26 parties' compliance with this consent judgment. Any alleged violation of Proposition 65, with  
27 respect to the Products, allegedly occurring after the Effective Date, shall remain within the  
28 jurisdiction of the Court, and be resolved under the terms of this Consent Judgment.

1           The Parties further agree that this release shall not generally extend upstream to any entities  
2 that manufactured the Products or any component parts thereof, or to any distributors or suppliers  
3 who sold Products or any component parts thereof to U.S. Tape, except to the limited extent those  
4 entities' Products were sold or distributed by U.S. Tape and are subject to this Consent Judgment.

5           **5.2 U.S. Tape's Release of Brimer**

6           U.S. Tape waives any and all claims against Brimer, his attorneys and other representatives,  
7 for any and all actions taken or statements made (or those that could have been taken or made) by  
8 Brimer and his attorneys and other representatives, whether in the course of investigating the Claims  
9 or otherwise seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the  
10 Products.

11          **6. COURT APPROVAL**

12           This Consent Judgment is not effective until it is approved and entered by the Court and shall  
13 be null and void if, for any reason, it is not approved and entered by the Court within one year after it  
14 has been fully executed by all Parties, in which event any monies that have been provided to Brimer,  
15 or his counsel pursuant to Section 3.1 and/or Section 4.1 above, shall be refunded within fifteen days  
16 of receiving written notice from U.S. Tape that the one-year period has expired.

17          **7. SEVERABILITY**

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

21          **8. GOVERNING LAW**

22           The terms of this Consent Judgment shall be governed by the laws of the State of California  
23 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is  
24 otherwise rendered inapplicable by reason of law generally, or as to the Products, then U.S. Tape  
25 shall provide written notice to Brimer of any asserted change in the law, and shall have no further  
26 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are  
27 so affected.

1     **9.     NOTICES**

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

6     For U.S. Tape:

7             Peter Rosenquist, President  
8             U.S. Tape Company, Inc.  
9             2452 Quakertown Road  
              Suite 300  
              Pennsburg, PA 18073

with a copy to:

              Michael J. Partos, Esq.  
              Cozen O'Connor  
              777 South Figueroa Street  
              Suite 2850  
              Los Angeles, CA 90017

10    For Brimer:

11            Proposition 65 Coordinator  
12            The Chanler Group  
13            2560 Ninth Street  
              Parker Plaza, Suite 214  
              Berkeley, CA 94710

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

16    **10.    COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

21            Brimer agrees to comply with the reporting form requirements referenced in California Health  
22 & Safety Code § 25249.7(f).

23    **12.    ADDITIONAL POST EXECUTION ACTIVITIES**

24            The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion  
25 is required to obtain judicial approval of this Consent Judgment. In furtherance of obtaining such  
26 approval, Brimer and U.S. Tape and their respective counsel agree to mutually employ their best  
27 efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the  
28

1 Consent Judgment by the Court in a timely manner. For purposes of this paragraph, "best efforts"  
2 shall include, at a minimum, cooperating on the drafting and filing of any papers in support of the  
3 required motion for judicial approval.

4 **13. MODIFICATION**

5 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
6 upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of  
7 any party and entry of a modified consent judgment by the Court.

8 **14. AUTHORIZATION**

9 The undersigned are authorized to execute this Consent Judgment and have read, understood,  
10 and agree to all of the terms and conditions hereof.

11  
12 **AGREED TO:**

13 Date: 2-22-11

14   
15 By: RUSSELL BRIMER

**AGREED TO:**

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

By: \_\_\_\_\_  
Peter Rosenquist, President  
U.S. TAPE COMPANY, INC.

1 Consent Judgment by the Court in a timely manner. For purposes of this paragraph, "best efforts"  
2 shall include, at a minimum, cooperating on the drafting and filing of any papers in support of the  
3 required motion for judicial approval.

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10 and agree to all of the terms and conditions hereof.

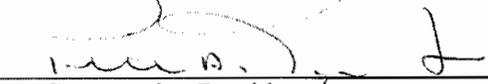
11  
12 **AGREED TO:**

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

14  
15 By: \_\_\_\_\_  
16 RUSSELL BRIMER

**AGREED TO:**

13 Date: 2-17-2011

14  
15 By:   
16 Peter Rosenquist, President  
17 U.S. TAPE COMPANY, INC.