

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. Grimaldi (CBN 160893)
11 MCKENNA LONG & ALDRIDGE LLP
12 101 California St., 41st 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.

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

COUNTY OF SAN FRANCISCO
(Unlimited Jurisdiction)

ECOLOGICAL RIGHTS FOUNDATION,

CASE NO. CGC-05-443363

Plaintiff,

[PROPOSED] CONSENT JUDGMENT

v.

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

Defendants.

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

1 Craft & Novelty, Inc.; Provo Craft, Inc. and Does 1 through 100 (hereinafter “Defendant” or
2 “Provo Craft & Novelty, Inc.”) with having violated The Safe Drinking Water and Toxic
3 Enforcement Act of 1986 (“Proposition 65”), Health and Safety Code Section 25249.5 *et. seq.*,
4 by exposing individuals to lead, a chemical known to the State of California to cause cancer and
5 birth defects and other reproductive harm, without providing clear and reasonable warnings to
6 such individuals. The alleged violations addressed in the Action were described in Plaintiff’s
7 Notice of 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 coming 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
16 to 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 coming 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 coming 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
28 California who have already purchased the Covered Products without a warning in the three-year

1 period prior to the date of Plaintiff's Notice. Within 60 days of the Effective Date of this
2 Consent Judgment, Defendant will provide the following warning by mail on Defendant's
3 letterhead to 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,
7 birth defects, and other reproductive harm. Avoid contact. Wash your hands immediately
8 after handling.

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

11 2.5 Removal from Display by Retailers and Distributors

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

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

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

 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
14 on 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/or 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
6 the 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
10 accuracy of the sales data. If this good faith attempt fails to resolve Plaintiff's concerns, Plaintiff
11 shall 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
17 Covered 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., 41st Floor
17 San Francisco, CA 94111

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

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

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

7
8 By: _____
Brian Gaffney

9 Attorney for Plaintiff
10 ECOLOGICAL RIGHTS FOUNDATION

11 Dated: _____, 2005

12 By: _____
Ann Grimaldi

13 Attorney for Defendant
PROVO CRAFT & NOVELTY, INC.

14 **IT IS SO STIPULATED:**

15 ECOLOGICAL RIGHTS FOUNDATION

16 Dated: _____

17 By: _____
James Lamport
Executive Director

18
19 PROVO CRAFT & NOVELTY, INC.

20 Dated: _____

21 By: _____
Robert Workman
CEO and President

22
23 In accordance with the stipulation of Plaintiff Ecological Rights Foundation and
24 Defendant Provo Craft & Novelty, Inc.

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

26 Dated: _____

27 _____
28 JUDGE OF THE SUPERIOR COURT