

1 D. Joshua Voorhees, State Bar No. 241436  
Aparna L. Reddy, State Bar No. 242895  
2 HIRST & CHANLER LLP  
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  
8 Ann Johnston, State Bar No. 145022  
BERGER KAHN  
7200 Redwood Blvd., Suite 325  
9 Novato, CA 94945  
Telephone: (415) 899-1770  
10 Facsimile: (415) 899-1769

11 Attorneys for Defendants  
12 MARK L. PAHLOW dba ACCOUTREMENTS,  
aka ARCHIE MCPHEE & CO., erroneously sued  
13 as ARCHIE MCPHEE & CO. and ACCOUTREMENTS

14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE CITY AND COUNTY OF ALAMEDA-HAYWARD HALL OF JUSTICE**  
17 **UNLIMITED CIVIL JURISDICTION**

18  
19 RUSSELL BRIMER  
20 Plaintiff,  
21 v.  
22 ARCHIE MCPHEE & CO.;  
23 ACCOUTREMENTS; and DOES 1 through  
24 150, inclusive,  
Defendants.

Case No. HG06264912  
**STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT**

1       **1. INTRODUCTION**

2               **1.1 Russell Brimer, Archie Mcphee & Co., and Accoutrements**

3               This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereinafter  
4 "Brimer" or "Plaintiff") and defendant MARK L. PAHLOW dba ACCOUTREMENTS, aka  
5 ARCHIE MCPHEE & CO., erroneously sued as ARCHIE MCPHEE & CO. and  
6 ACCOUTREMENTS and his/its successive business entity Accoutrements, LLC, (hereinafter  
7 "Defendant"), with Brimer and Defendant collectively referred to as the "Parties."

8               **1.2 Plaintiff**

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

12               **1.3 Defendants**

13               Defendant employs ten or more persons and is a person in the course of doing business for  
14 purposes of Proposition 65.

15               **1.4 General Allegations**

16               Brimer alleges that Defendant has manufactured, distributed and/or sold in the State of  
17 California certain glassware intended for the consumption of food or beverages with colored  
18 artwork or designs containing lead and/or cadmium on the exterior. Lead and cadmium are listed  
19 pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &  
20 Safety Code §§25249.6 *et seq.* ("Proposition 65"), as chemicals known to the State of California to  
21 cause birth defects and other reproductive harm. Lead and cadmium shall be referred to herein as  
22 the "Listed Chemicals."

23               **1.5 Product Description**

24               The products that are covered by this Consent Judgment are defined as follows: shot  
25 glasses and other glassware intended for the consumption of food or beverages with colored  
26 artwork or designs (containing lead and/or cadmium) on the exterior including, but not limited to,  
27 *Hipsters Choice Shot Glasses, Tailless Monkey Shot Glass, Set of 2 (#11040; #7 39048 11040 1)*  
28 *and Hipsters choice Shot Glasses, Cowboy and Indian Shot Glasses, Set of 2 (11047; #7 39048*

1 11047 0). All such glassware shall be referred to herein as the "Products."

2 **1.6 Notices of Violation**

3 On July 25, 2005, Brimer served Defendant and various public enforcement agencies with  
4 a document entitled "60-Day Notice of Violation" (the "Notice") that provided Defendant and such  
5 public enforcers with notice that alleged that Defendant was in violation of California Health &  
6 Safety Code §25249.6 for failing to warn consumers and customers that the Products that  
7 Defendant sold exposed users in California to the Listed Chemicals.

8 **1.7 Complaint**

9 On April 13, 2006, Brimer, who is acting in the interest of the general public in California,  
10 filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the Superior Court in  
11 and for the City and County of Alameda-Hayward Hall of Justice against Archie McPhee & Co.,  
12 Accoutrements and Does 1 through 150, (*Brimer v. Archie McPhee & Co. et al.*, Alameda Superior  
13 Court Case No. HG06264912) alleging violations of Health & Safety Code §25249.6 based on the  
14 alleged exposures to the Listed Chemicals contained in the Products sold by Defendant.

15 **1.8 No Admission**

16 Defendant denies the material factual and legal allegations contained in Brimer's Notice  
17 and Complaint and maintains that all products that it has sold and distributed in California,  
18 including the Products, have been and are in compliance with all laws. Nothing in this Consent  
19 Judgment shall be construed as an admission by Defendant of any fact, finding, issue of law, or  
20 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an  
21 admission by Defendant of any fact, finding, conclusion, issue of law or violation of law, such  
22 being specifically denied by Defendant. However, this Section shall not diminish or otherwise  
23 affect the obligations, responsibilities and duties of Defendant under this Consent Judgment.

24 **1.9 Consent to Jurisdiction**

25 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
26 jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is proper  
27 in the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions of  
28 this Consent Judgment.

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

**1.10 Effective Date**

For purposes of this Consent Judgment, the term "Effective Date" shall mean December 15, 2006.

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

**2.1** After the Effective Date, Defendant shall not sell, ship or offer to be shipped for sale in California Products containing the Listed Chemicals unless such Products are sold or shipped with the clear and reasonable warnings set out in Section 2.2 or comply with the Reformulation Standards set forth in Section 2.3.

Any warning issued for Products pursuant to this Section 2.2 below shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or, for Products shipped directly to an individual in California, before use. Any warning issued pursuant to Section 2.2 shall be provided in a manner such that the consumer or user understands to which *specific* Product the warning applies, so as to avoid an overwarning situation.

**2.2 Product Warnings**

**2.2.1** Clear and Reasonable Warnings. This Section describes Defendant's options for satisfying the warning obligations required by Section 2.1, depending, in part, on the manner of sale:

**(a) Retail Store Sales**

**(i) Product Labeling.** From the Effective Date, a warning may be affixed to the packaging, labeling or directly on the Product by Defendant or it's agent, that states:

**WARNING: The materials used as colored decorations on the exterior of this product contain lead and/or cadmium, chemicals known to the State of California to cause birth defects and other reproductive harm.**

**(ii) Point-of-Sale Warnings.** Defendant may perform its warning obligations by insuring to the greatest extent possible that signs are posted at retail outlets

1 in the State of California where the Products are sold. If Defendant elects this warning option for  
2 retail store sales as opposed to specific product labeling, as set forth in Section 2.2.1(a)(i) above,  
3 Defendant shall provide notice to each entity to whom it ships Products for distribution or sale in  
4 California at least once in each calendar year in which Defendant transacts business with that  
5 entity unless such transactions do not concern the Products or exclusively concern Reformulated  
6 Products as defined in section 2.3 below. Defendant must receive a written commitment from  
7 each retailer to whom Defendant sells Products directly that such retailers will post the warning  
8 signs. Point-of-sale warnings shall be provided through signs posted in close proximity to the  
9 point of display of the Products that state:

10 **WARNING: The materials used as colored decorations**  
11 **on the exterior of this product contain lead**  
12 **and/or cadmium, chemicals known to the**  
13 **State of California to cause birth defects**  
14 **and other reproductive harm.**

15 (b) **Mail Order Catalog and Internet Sales.** Defendants shall satisfy  
16 its warning obligations for Products that are sold by mail order catalog or from the Internet to  
17 California residents, by providing a warning: (a) in the mail order catalog and/or on the website;  
18 or (b) with the Product when it is shipped to an address in California. Warnings given in the mail  
19 order catalog or on the website shall identify the specific Product to which the warning applies as  
20 further specified in Sections 2.2.1(b)(i), (ii) and/or (iii) as applicable:

21 (i) **Mail Order Catalog.** Any warning provided in a mail order  
22 catalog must be in the same type size or larger as the product description text within the catalog.  
23 The following warning shall be provided on the same page and in the same location as the display  
24 and/or description of the Product:

25 **WARNING: The materials used as colored decorations**  
26 **on the exterior of this product contain lead**  
27 **and/or cadmium, chemicals known to the**  
28 **State of California to cause birth defects**  
**and other reproductive harm.**

Alternatively, Defendant may utilize a designated symbol to cross reference the applicable  
warning ("Designated Symbol") and shall define the term Designated Symbol with the following  
language on the inside of the front cover of the catalog or on the same page as any order form for

1 the Product(s):

2                   **WARNING: The materials used as colored decorations**  
3                   **on the exterior of certain products**  
4                   **identified with this symbol ▼ and offered**  
5                   **for sale in this catalog contain lead and/or**  
6                   **cadmium, chemicals known to the State of**  
7                   **California to cause birth defects and other**  
8                   **reproductive harm.**

9                   The Designated Symbol (shown on Exhibit A attached hereto) must appear on the same  
10                  page and in close proximity to the display and/or description of the Product. On each page where  
11                  the Designated Symbol appears, Defendant must provide a header or footer directing the consumer  
12                  to the warning language and definition of the Designated Symbol.

13                  If Defendants elects to provide warnings in the mail order catalog, then the warnings must  
14                  be included in all catalogs offering to sell one or more Products printed after December 31, 2006.

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

23                               **WARNING: The materials used as colored decorations**  
24                               **on the exterior of this product contain lead**  
25                               **and/or cadmium, chemicals known to the**  
26                               **State of California to cause birth defects**  
27                               **and other reproductive harm.**

28                  Alternatively, the Designated Symbol may appear adjacent to or immediately following the  
display, description or price of the Product for which a warning is being given, provided that the  
following warning statement also appears elsewhere on the same web page:

1                   **WARNING: Products identified on this page with the**  
2                   **following symbol use materials that contain**  
3                   **lead and/or cadmium as colored decorations**  
4                   **on their exterior, chemicals known to the**  
5                   **State of California to cause birth defects and**  
6                   **other reproductive harm: ▼.**

7                   **(iii) Package Insert or Label.** For all Products sold by catalog  
8 or via the Internet, a warning may be provided with the Product when it is shipped directly to an  
9 individual in California, by either: (a) affixing the following warning language to the packaging,  
10 labeling or directly to a specific Product; or (b) inserting a warning card measuring at least 4" x 6"  
11 in the shipping carton which contains the following warning language; or (c) by placing the  
12 following warning statement on the packing slip or customer invoice on the line directly below the  
13 description of the Product on the packing slip or customer invoice:

14                   **WARNING: The materials used on this product as**  
15                   **exterior decorations contain lead and/or**  
16                   **cadmium, chemicals known to the State of**  
17                   **California to cause birth defects and other**  
18                   **reproductive harm.**

19                   Alternatively, Defendant may place the following language on the packing slip or invoice  
20 and specifically identifying the Product in lettering of the same size or larger as the description of  
21 the Product:

22                   **WARNING: The materials used as colored decorations**  
23                   **on the exterior of the following product(s)**  
24                   **contain lead and/or cadmium, chemicals**  
25                   **known to the State of California to cause**  
26                   **birth defects or other reproductive harm:**

27                   *[list products for which warning is given].*

28                   The Defendants shall, in any of these instances identified in Section 2.2.1(b)(iii), in  
conjunction with providing the warning, also inform the consumer, in a conspicuous manner, that  
he or she may return the Product for a full refund (including shipping costs for both the receipt and  
the return of the Product) within thirty (30) days of his or her receipt of the Product.

### 2.2.2 Exceptions

The warning requirements set forth in Section 2.2.1 shall not apply to:

- (i) Any Products shipped to a third party before the Effective Date; or

1 (ii) Reformulated Products (as defined in Section 2.3 below).

2 **2.3 Reformulation Standards**

3 The following Products shall be deemed "Reformulated Products" and shall be deemed to  
4 comply with Proposition 65 and be exempt from any Proposition 65 warning requirements under  
5 Sections 2.2:

6 **2.3.1** Products only utilizing decorating materials that contain six one-hundredths  
7 of one percent (0.06%) or less of lead by weight and forty-eight one-hundredths of one percent  
8 (0.48%) or less of cadmium by weight; and

9 **2.3.2** Products with decorations within the lip-and-rim area<sup>1</sup> that contain two  
10 one-hundredths of one percent (0.02%) of lead by weight or less and eight one-hundredths of one  
11 percent (0.08%) of cadmium by weight or less using a sample size of the material in question  
12 measuring approximately 50-100 mg and a test method of sufficient sensitivity to establish a limit  
13 of quantitation of less than 200 ppm.

14 **2.4 Reformulation Goal**

15 Defendant hereby commits to undertake good faith efforts to ensure that as many Products  
16 as reasonably possible that it offers for sale in California, shall either qualify as Reformulated  
17 Products or will otherwise be exempt from the warning requirements of sections 2.2, with the  
18 commitment that at least eighty percent (80%) of the Products sold in California on or after June  
19 30, 2007, will not require warnings pursuant to section 2.2, with further commitment to undertake  
20 all commercially reasonable efforts to sell one-hundred percent (100%) Reformulated Products in  
21 California, after July 1, 2008.

22 **3. MONETARY PAYMENTS**

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

24 In settlement of all of the claims referred to in this Consent Judgment against Defendant, it  
25 shall pay \$1,000 in civil penalties to be apportioned by Brimer in accordance with Health & Safety  
26 Code §25192, with 75% of these funds remitted to the State of California's Office of  
27 Environmental Health Hazard Assessment and the remaining 25% of these penalty monies

28 \_\_\_\_\_  
<sup>1</sup>Lip-and-rim area is defined as the exterior top 20 millimeters of a hollowware food or beverage Product.

1 retained by Brimer as provided by Health & Safety Code §25249.12(d). Brimer shall bear all  
2 responsibility for apportioning and paying to the State of California the appropriate civil penalties  
3 paid in accordance with this section.

4 The payment set forth in this paragraph shall be made payable to "HIRST & CHANLER  
5 LLP in Trust For Russell Brimer" on or before December 21, 2006, and be delivered to Brimer's  
6 counsel at the following address:

7 HIRST & CHANLER LLP  
8 Attn: Proposition 65 Controller  
9 2560 Ninth Street  
Parker Plaza, Suite 214  
Berkeley, CA 94710-2565

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

11 The Parties acknowledge that Brimer and his counsel offered to resolve this dispute  
12 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
13 this fee issue to be resolved after the material terms of the agreement had been settled. Defendant  
14 then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
15 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due  
16 to Brimer and his counsel under the private attorney general doctrine codified at California Code  
17 of Civil Procedure §1021.5 for all work performed through the Court's approval of this agreement.  
18 Under the private attorney general doctrine, Defendant shall reimburse Brimer and his counsel for  
19 fees and costs incurred as a result of investigating, bringing this matter to Defendant's attention,  
20 litigating and negotiating a settlement in the public interest and seeking the Court's approval of the  
21 settlement agreement. Defendant shall pay Brimer and his counsel \$19,000 for all attorneys' fees,  
22 expert and investigation fees, litigation and related costs. The payment shall be made payable to  
23 HIRST & CHANLER, LLP and shall be delivered on or before December 21, 2006, at the  
24 following address:

25 HIRST & CHANLER LLP  
26 Attn: Proposition 65 Controller  
27 2560 Ninth Street  
Parker Plaza, Suite 214  
28 Berkeley, CA 94710-2565

1     **5.     RELEASE OF ALL CLAIMS**

2             **5.1     Release of Defendant and Downstream Customers**

3             In further consideration of the promises and agreements herein contained, and for the  
4     payments to be made pursuant to Sections 3 and 4, Brimer, on behalf of himself, his past and  
5     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  
7     of legal action and releases all claims, including, without limitation, all actions, and causes of  
8     action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
9     losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees)  
10    of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"),  
11    against Defendant and each of it's downstream distributors, wholesalers, licensors, licensees,  
12    auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies,  
13    corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,  
14    shareholders, agents, and employees, and sister and parent entities (collectively "Releasees"). This  
15    release is limited to those claims that arise under Proposition 65, as such claims relate to  
16    Defendant's alleged failure to warn about exposures to or identification of the Listed Chemicals  
17    contained in the Products.

18            The Parties further understand and agree that this release shall not extend upstream to any  
19    entities that manufactured the Products or any component parts thereof, or any distributors or  
20    suppliers who sold the Products or any component parts thereof to Defendant.

21            **5.2     Defendant's Release of Brimer**

22            Defendant waives any and all claims against Brimer, his attorneys and other  
23    representatives, for any and all actions taken or statements made (or those that could have been  
24    taken or made) by Brimer and his attorneys and other representatives, whether in the course of  
25    investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
26    and/or with respect to the Products.

1       **6. COURT APPROVAL**

2               This Consent Judgment is not effective until it is approved and entered by the Court and  
3 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
4 year after it has been fully executed by all Parties, in which event any monies that have been  
5 provided to Plaintiff, or his counsel pursuant to Section 3 and/or Section 4 above, shall be  
6 refunded within fifteen (15) days after receiving written notice from Defendant that the one-year  
7 period has expired.

8       **7. SEVERABILITY**

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

12       **8. ATTORNEYS' FEES**

13               In the event that, after Court approval: (1) Defendant or any third party seeks modification  
14 of this Consent Judgment pursuant to Section 14 below, Brimer shall be entitled to his reasonable  
15 attorneys' fees and costs pursuant to CCP §1021.5.; or (2) if Brimer takes reasonable and necessary  
16 steps to enforce the terms of this Consent Judgment, the prevailing party shall be entitled to  
17 recover reasonable attorneys' fees.

18       **9. GOVERNING LAW**

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

25       **10. NOTICES**

26               Unless specified herein, all correspondence and notices required to be provided pursuant to  
27 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
28

1 (registered or certified mail) return receipt requested; or (ii) overnight courier on any Party by the  
2 other party at the following addresses:

3 To Defendant:

4 Ann Johnston, Esq.  
5 BERGER KAHN  
6 7200 Redwood Blvd., Suite 325  
7 Novato, CA 94945

8 To Brimer:

9 Proposition 65 Coordinator  
10 HIRST & CHANLER LLP  
11 2560 Ninth Street  
12 Parker Plaza, Suite 214  
13 Berkeley, CA 94710-2565

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

16 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

23 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

24 Brimer and Defendant agree to mutually employ their best efforts to support the entry of  
25 this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court  
26 in a timely manner. The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a  
27 noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the  
28 Plaintiff agrees to file a Motion to Approve the Agreement ("Motion"). Defendant shall have no  
additional responsibility to Plaintiff's counsel pursuant to Code of Civil Procedure §1021.5 or  
otherwise with regard to reimbursement of any fees and costs incurred with respect to the

1 preparation and filing of the Motion or with regard to Plaintiff's counsel appearing for a hearing  
2 thereon.

3 **14. MODIFICATION**

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

9

10 ///

11

12 ///

13

14 ///

15

16

17

18

19

20

21

22

23

24

25

26

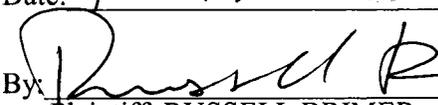
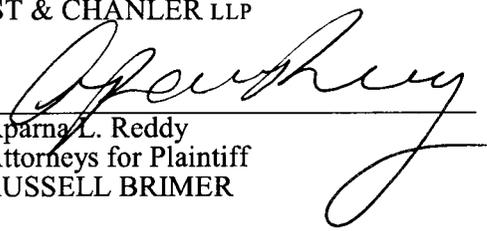
27

28

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

**15. AUTHORIZATION**

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

<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: <u>12-12-06</u></p> <p>By:  Plaintiff, RUSSELL BRIMER</p>	<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: _____</p> <p>By: _____ Defendant, MARK L. PAHLOW dba ACCOUTREMENTS aka ARCHIE MCPHEE &amp; CO., erroneously sued as ARCHIE MCPHEE &amp; CO. and ACCOUTREMENTS</p>
<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: <u>12/12/06</u></p> <p>HIRST &amp; CHANLER LLP</p> <p>By:  Aparna L. Reddy Attorneys for Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: _____</p> <p>BERGER KAHN</p> <p>By: _____ Ann Johnston, Esq. Attorneys for Defendant MARK L. PAHLOW dba ACCOUTREMENTS aka ARCHIE MCPHEE &amp; CO., erroneously sued as ARCHIE MCPHEE &amp; CO. and ACCOUTREMENTS</p>

**IT IS SO ORDERED.**

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

\_\_\_\_\_  
Hon.  
JUDGE OF THE SUPERIOR COURT

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

**15. AUTHORIZATION**

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

<p align="center"><b>AGREED TO:</b></p> <p>Date: _____</p> <p>By: _____ Plaintiff, RUSSELL BRIMER</p>	<p align="center"><b>AGREED TO:</b></p> <p>Date: <u>12-12-06</u></p> <p>By: <u><i>Mark L. Pahlow</i></u> Defendant, MARK L. PAHLOW dba ACCOUTREMENTS aka ARCHIE MCPHEE &amp; CO., erroneously sued as ARCHIE MCPHEE &amp; CO. and ACCOUTREMENTS</p>
<p align="center"><b>APPROVED AS TO FORM:</b></p> <p>Date: _____</p> <p>HIRST &amp; CHANLER LLP</p> <p>By: _____ Aparna L. Reddy Attorneys for Plaintiff RUSSELL BRIMER</p>	<p align="center"><b>APPROVED AS TO FORM:</b></p> <p>Date: <u>12-13-06</u></p> <p>BERGER KAHN</p> <p>By: <u><i>Ann Johnston</i></u> Ann Johnston, Esq. Attorneys for Defendant MARK L. PAHLOW dba ACCOUTREMENTS aka ARCHIE MCPHEE &amp; CO., erroneously sued as ARCHIE MCPHEE &amp; CO. and ACCOUTREMENTS</p>

**IT IS SO ORDERED.**

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

\_\_\_\_\_  
Hon.  
JUDGE OF THE SUPERIOR COURT

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

**Exhibit A**

The Designated Symbol that Defendant will use to identify Products containing the Listed Chemicals which are sold through its catalogs or on its website is:

