

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 94710-2565  
4 Telephone: (510) 848-8880  
Facsimile: (510) 848-8118

5 Attorneys for Plaintiff  
6 RUSSELL BRIMER

7 José R. Allen, State Bar No. 122742  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
8 Four Embarcadero Center, Suite 3800  
San Francisco, CA 94111-4144  
9 Telephone: (415) 984-6400  
Facsimile: (415) 984-2698

10 Attorneys for Defendants  
11 ANHEUSER-BUSCH, INC.; ANHEUSER-BUSCH  
GIFT SHOP; and PROMOTIONAL PRODUCTS GROUP  
12

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

17  
18 RUSSELL BRIMER

19 Plaintiff,  
20 v.

21 ANHEUSER-BUSCH, INC.; ANHEUSER-  
BUSCH GIFT SHOP; PROMOTIONAL  
PRODUCTS GROUP, a division of Anheuser-  
22 Busch, Inc.; and DOES 1 through 150,  
inclusive,

23 Defendants.  
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Case No. CGC 05-445621

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

1     **1. INTRODUCTION**

2             **1.1 Russell Brimer and Anheuser-Busch, Inc.**

3             This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereinafter  
4 "Brimer" or "Plaintiff") and defendants Anheuser-Busch, Inc., Anheuser-Busch Gift Shop;  
5 Promotional Products Group (hereafter "Anheuser-Busch" or "Defendants), with Brimer and  
6 Anheuser-Busch collectively referred to as the "Parties."

7             **1.2 Plaintiff**

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

11            **1.3 Defendants**

12            Anheuser-Busch employs ten or more persons in the course of doing business for purposes  
13 of Proposition 65.

14            **1.4 General Allegations**

15            Brimer alleges that Anheuser-Busch has manufactured, distributed and/or sold in the State  
16 of California glass and ceramic containers intended for the consumption of food or beverages with  
17 colored artwork or designs on the exterior that contain lead. Lead is listed pursuant to the Safe  
18 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6  
19 *et seq.* ("Proposition 65"), as a chemical known to the State of California to cause birth defects  
20 and other reproductive harm. Lead shall be referred to herein as the "Listed Chemical."

21            **1.5 Product Description**

22            The products that are covered by this Consent Judgment are defined as follows: mugs and  
23 other ceramic containers intended for the consumption of food or beverages with colored artwork  
24 or designs containing lead, as well as all glassware intended for the consumption of food or  
25 beverages with colored artwork or designs containing lead. All such products shall be referred to  
26 herein as the "Products."

27            **1.6 Notices of Violation**

28            On or about August 5, 2005, Brimer served Anheuser-Busch and various public

1 enforcement agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that  
2 provided Anheuser-Busch and such public enforcers with notice that alleged that Anheuser-Busch  
3 was in violation of California Health & Safety Code § 25249.6 for failing to warn consumers and  
4 customers that the ceramic Products that Anheuser-Busch sold exposed users in California to the  
5 Listed Chemical. On or about February 5, 2007, Brimer will have served Defendants and various  
6 public enforcement agencies with documents, entitled "Supplemental Notice of Violation"  
7 ("Supplemental Notice") that will provide Defendants and the public enforcers with notice that  
8 Defendants were allegedly in violation of California Health & Safety Code §25249.6 for failing to  
9 warn individuals that glass Products that Defendants sold, which were not within the categories  
10 identified in the original Notice, expose individuals in California to the Listed Chemical.

11 **1.7 Complaint**

12 On October 11, 2005, Brimer, who is acting in the interest of the general public in  
13 California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the  
14 Superior Court in and for the City and County of San Francisco against Anheuser-Busch and Does  
15 1 through 150, (*Brimer v. Anheuser-Busch, Inc. et al.*, Case No. CGC 05-445621) alleging  
16 violations of California Health & Safety Code § 25249.6 based on the alleged exposures to the  
17 Listed Chemical contained in the Products sold by Anheuser-Busch. The Complaint shall be  
18 deemed amended to allege exposure to lead as described in the Supplemental Notice, as of the  
19 sixty-sixth (66th) day following the date of the Supplemental Notice, provided that no public  
20 enforcement authority designated under Health & Safety Code §25249.7 has filed a complaint  
21 against the Defendants on behalf of the public interest with respect to those new allegations set  
22 forth in the Supplemental Notice.

23 **1.8 No Admission**

24 Anheuser-Busch denies the material factual and legal allegations contained in Brimer's  
25 Notices and Complaint and maintains that all products that it has sold and distributed in  
26 California, including the Products, have been and are in compliance with all laws. Nothing in this  
27 Consent Judgment shall be construed as an admission by Anheuser-Busch of any fact, finding,  
28 issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be

1 construed as an admission by Anheuser-Busch of any fact, finding, conclusion, issue of law or  
2 violation of law, such being specifically denied by Anheuser-Busch. However, this Section shall  
3 not diminish or otherwise affect the obligations, responsibilities and duties of Anheuser-Busch  
4 under this Consent Judgment.

5 **1.9 Consent to Jurisdiction**

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

10 **1.10 Effective Date**

11 For purposes of this Consent Judgment, the term "Effective Date" shall mean June 1, 2007.

12 **2. INJUNCTIVE RELIEF**

13 **2.1 Product Warnings**

14 After the Effective Date, Anheuser-Busch shall not sell, ship or offer to be shipped for sale  
15 in California Products containing the Listed Chemical unless such Products are sold or shipped  
16 with a clear and reasonable warning or exempt pursuant to Section 2.2.

17 A warning shall be deemed to be clear and reasonable if it utilizes the language set out in  
18 this Section 2.1. Any warning issued for Products pursuant to this Section 2.2 below shall be  
19 prominently placed with such conspicuousness as compared with other words, statements, designs,  
20 or devices as to render it likely to be read and understood by an ordinary individual under  
21 customary conditions before purchase or, for Products shipped directly to an individual in  
22 California, before use. Any warning issued pursuant to Section 2.1 shall be provided in a manner  
23 such that the consumer or user understands to which *specific* product the warning applies, so as to  
24 minimize if not eliminate the chance that an overwarning situation will arise.

25 Sections 2.1(a)-(b) describe Anheuser-Busch's options for satisfying its warning  
26 obligations depending on the manner of sale.

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**(a) Retail Store Sales**

**(i) Product Labeling.** Anheuser-Busch may perform its warning obligations by ensuring that a warning is affixed to the packaging, labeling or directly on the Product that states:

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

**(ii) Point-of-Sale Warnings.** Busch may perform its warning obligations by insuring that signs are posted at its retail outlets in the State of California where the Products are sold. Point-of-sale warnings shall be provided through one or more signs posted in close proximity to the point of display of the Products that states:

**WARNING:** The following glassware or ceramic Products sold in this establishment contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

*[list products for which warning is given]*

**(b) Mail Order Catalog and Internet Sales.** Anheuser-Busch shall satisfy its warning obligations for Products that are sold by mail order catalog or from the internet to California residents, by providing, at its option, a warning: (i) in the mail order catalog; (ii) on the website; or (iii) with the Product when it is shipped to an address in California. Warnings given in the mail order catalog or on the website shall identify the specific Product to which the warning applies as further specified in Sections 2.1(b)(i), (ii) or (iii) as applicable:

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

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

1           Where it is impracticable to provide the warning on the same page and in the same location  
2 as the display and/or description of the Product, Anheuser-Busch may utilize a designated symbol  
3 to cross reference the applicable warning ("Designated Symbol") and shall provide the following  
4 language on the inside of the front cover of the catalog or on the same page as any order form for  
5 the Product(s):

6                           **WARNING:** Products identified with this symbol ▼ and  
7   offered for sale in this catalog contain lead,  
8   a chemical known to the State of  
9   California to cause birth defects and other  
   reproductive harm.

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

14           If Anheuser-Busch elects to provide warnings in the mail order catalog, then the warnings  
15 must be included in all catalogs provided to consumers in California offering to sell one or more  
16 Products printed after July 1, 2007.

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

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

27           Alternatively, the Designated Symbol may appear adjacent to or immediately following the  
28 display, description or price of the Product for which a warning is being given, provided that the

1 following warning statement also appears elsewhere on the same web page:

2                   **WARNING:** Products identified on this page with the  
3                   following symbol contain lead, a chemical  
4                   known to the State of California to cause  
5                   birth defects and other reproductive harm:



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

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

16                   Alternatively, Anheuser-Busch may place the following language on the packing slip or  
17 invoice and specifically identifying the Product in lettering of the same size or larger as the  
18 description of the Product:

19                   **WARNING:** The following product(s) contain lead, a  
20                   chemical known to the State of California to  
21                   cause birth defects or other reproductive  
22                   harm:

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

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

## 28                   **2.2 Exceptions**

The warning requirements set forth in Section 2.1 shall not apply to:

- (i) Any Products received in inventory before the Effective Date;
- (ii) Lead Free Products (as defined in Section 2.3 below); or

- 1 (iii) any Product released by the terms of the Court approved settlement  
2 agreements in *Brimer v. The Boelter Companies, et al.* (San Francisco  
3 Superior Court Case No. CGC-05-440811) and *Leeman v. Arc International*  
(San Francisco Superior Court Case No. CGC-03-418025.)

4 **2.3 Lead Content Standards**

5 Lead Free Products are defined as follows: any Product with decorations that contain six  
6 one-hundredths of one percent (0.06%) or less of lead as measured either before or after the  
7 material is fired onto (or otherwise affixed to) the Product using a test method of sufficient  
8 sensitivity to establish a limit of quantitation of less than 600 parts per million ("ppm").<sup>1</sup> All  
9 Products with exterior decorations that extend into the "Lip-and-Rim Area"<sup>2</sup> must only utilize  
10 decorating materials that contain two one-hundredths of one percent (0.02%) or less of lead by  
11 weight using a sample size of the material in question measuring approximately 50-100 mg and a  
12 test method of sufficient sensitivity to establish a limit of quantitation of less than 200 ppm. The  
13 warning specified in Section 2.1 above shall not be required for Lead Free Products.

14 **2.4 Lead Free Products Goals**

15 Anheuser-Busch shall endeavor to achieve the goal that at least eighty percent (80%) of  
16 the Products offered for sale in California by June 1, 2008, shall qualify as Lead Free Products or  
17 be otherwise exempt from the warning requirements pursuant to 2.2(iii).<sup>3</sup>

18 **3. MONETARY PAYMENTS**

19 **3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b)**

20 The total penalty amount shall be \$10,000, which shall be paid by Anheuser-Busch as set  
21 forth herein. Pursuant to Health & Safety Code § 25249.7(b), Anheuser-Busch shall pay \$5,000 to  
22 be delivered as soon and expeditiously as possible but in no event later than 15 days after the date  
23 of the Court's approval of the Consent Judgment. The second payment of \$5,000 shall be payable

24 \_\_\_\_\_  
25 <sup>1</sup> If the decoration is tested after it is affixed to the Product, the percentage of the Listed Chemical by weight must  
26 relate only to the decorating material and must not only include any quantity attributable to non-decorating  
27 material.

27 <sup>2</sup> "Lip-and-Rim Area" is defined as the exterior top twenty (20) millimeters of a hollowware food or beverage  
28 Product.

28 <sup>3</sup> Achievement of the goal provided for in this Section 2.4 shall exclusively be enforced through Section 3.1 below.

1 on or before July 1, 2008. The second payment shall be waived in the event that Anheuser-Busch  
2 certifies in writing under penalty of perjury with supporting facts and documentation, not later  
3 than June 1, 2008, that it has achieved the goal set forth in Section 2.4.<sup>4</sup> Said payments shall be  
4 made payable to the "HIRST & CHANLER LLP in Trust For Russell Brimer" and shall be  
5 delivered to plaintiff's counsel at the following address:

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

### 11 **3.2 Apportionment of Penalties Received**

12 All penalty monies received shall be apportioned by Brimer in accordance with Health &  
13 Safety Code § 25192, with 75% of these funds remitted by Brimer to the State of California's  
14 Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty  
15 monies retained by Brimer as provided by Health & Safety Code § 25249.12(d). Brimer shall bear  
16 all responsibility for apportioning and paying to the State of California the appropriate civil  
17 penalties paid in accordance with this Section.

### 18 **4. REIMBURSEMENT OF FEES AND COSTS**

19 The Parties acknowledge that Brimer and his counsel offered to resolve this dispute  
20 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
21 this fee issue to be resolved after the material terms of the agreement had been settled. Anheuser-  
22 Busch then expressed a desire to resolve the fee and cost issue shortly after the other settlement  
23 terms had been finalized. The Parties then attempted to (and did) reach an accord on the  
24 compensation due to Brimer and his counsel under the private attorney general doctrine codified at  
25 California Code of Civil Procedure § 1021.5 for all work performed through the Court's approval  
26 of this agreement. Under the private attorney general doctrine, Anheuser-Busch shall reimburse  
27 Brimer and his counsel for fees and costs incurred as a result of investigating, bringing this matter  
28 to Anheuser-Busch's attention, litigating and negotiating a settlement in the public interest and

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<sup>4</sup> Failure to submit such a timely certification shall be addressed through the second penalty payment provided for in this Section and not otherwise give rise to sanctions, additional remedies, or enforcement actions.

1 seeking the Court's approval of the settlement agreement. Anheuser-Busch shall pay Brimer and  
2 his counsel \$45,000 for all attorneys' fees, expert and investigation fees, litigation and related  
3 costs. The payment shall be made payable to HIRST & CHANLER LLP and shall be delivered as  
4 soon and expeditiously as possible but in no event later than 15 days after the date of the Court's  
5 approval of the Consent Judgment, at the following address:

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

11 **5. RELEASE OF ALL CLAIMS**

12 **5.1 Release of Anheuser-Busch and Downstream Customers**

13 In further consideration of the promises and agreements herein contained, and for the  
14 payments to be made pursuant to Sections 3 and 4, Brimer, on behalf of himself, his past and  
15 current agents, representatives, attorneys, successors and/or assignees, and in the interest of the  
16 general public, hereby waives all rights to institute or participate in, directly or indirectly, any  
17 form of legal action and releases all claims, including, without limitation, all actions, and causes  
18 of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,  
19 penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and  
20 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent  
21 (collectively "Claims"), against Anheuser-Busch and each of its downstream distributors,  
22 wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners,  
23 purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers,  
24 directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent  
25 entities (collectively "Releasees"). This release is limited to those claims that arise under  
26 Proposition 65, as such claims relate to Anheuser-Busch's alleged failure to warn about consumer  
27 and occupational exposures to or identification of the Listed Chemical contained in the Products.

28 The Parties further understand and agree that this release shall not extend upstream to any  
entities that manufactured the Products or any component parts thereof, or any distributors or  
suppliers who sold the Products or any component parts thereof to Anheuser-Busch.

1           **5.2    Anheuser-Busch's Release of Brimer**

2           Anheuser-Busch waives any and all claims against Brimer, his attorneys and other  
3 representatives, for any and all actions taken or statements made (or those that could have been  
4 taken or made) by Brimer and his attorneys and other representatives, whether in the course of  
5 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
6 and/or with respect to the Products.

7           **6.    COURT APPROVAL**

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

14          **7.    SEVERABILITY**

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

18          **8.    ATTORNEYS' FEES**

19          In the event that, after Court approval: (1) Anheuser-Busch or any third party seeks  
20 modification of this Consent Judgment pursuant to Section 14 below; or (2) Brimer takes  
21 reasonable and necessary steps to enforce the terms of this Consent Judgment, Brimer shall be  
22 entitled to seek his reasonable attorneys' fees and costs pursuant to CCP § 1021.5.

23          **9.    GOVERNING LAW**

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

1 extent that, the Products are so affected.

2 **10. NOTICES**

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

7 To Anheuser-Busch:

8 Patrick T. Stokes  
9 Legal Department  
10 ANHEUSER-BUSCH, INC.  
11 One Busch Place  
12 St. Louis, MO 63118

11 With a Copy to:

12 José R. Allen, Esq.  
13 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
14 Four Embarcadero Center, Suite 3800  
15 San Francisco, CA 94111-4144

15 To Brimer:

16 Proposition 65 Coordinator  
17 HIRST & CHANLER LLP  
18 2560 Ninth Street  
19 Parker Plaza, Suite 214  
20 Berkeley, CA 94710-2565

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

21 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

26 Brimer agrees to comply with the reporting form requirements referenced in Health &  
27 Safety Code § 25249.7(f).  
28

1     **13.     ADDITIONAL POST EXECUTION ACTIVITIES**

2             Brimer and Anheuser-Busch agree to mutually employ their best efforts to support the  
3 entry of this Agreement as a Consent Judgment and obtain approval of the Consent Judgment by  
4 the Court in a timely manner. The Parties acknowledge that, pursuant to Health & Safety Code  
5 § 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.  
6 Accordingly, the Parties agree to file a Joint Motion to Approve the Agreement ("Joint Motion")  
7 within a reasonable period of time after the Execution Date (*i.e.*, not to exceed thirty (30) days  
8 unless otherwise agreed to by the Parties' counsel based on unanticipated circumstances).  
9 Anheuser-Busch shall have no additional responsibility to Plaintiff's counsel pursuant to Code of  
10 Civil Procedure § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred  
11 with respect to the preparation and filing of the Joint Motion and its supporting declaration or with  
12 regard to Plaintiff's counsel appearing for a hearing thereon.

13     **14.     MODIFICATION**

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

19     **15.     AUTHORIZATION**

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

23     ///

24     ///

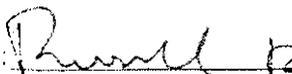
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<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: <u>2-15-07</u></p> <p>By: <u></u> Plaintiff Russell Brimer</p>	<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: <u>2/23/07</u></p> <p>By: <u></u> Defendant Anheuser-Busch, Inc.</p> <p>The Anheuser-Busch Gift Shop and the Anheuser-Busch Promotional Products Group are unincorporated divisions of Anheuser-Busch, Inc. and are not separate legal entities.</p>
<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: <u>2/15/07</u></p> <p>HIRST &amp; CHANLER LLP</p> <p>By: <u></u> D. Joshua Voorhees Attorneys for Plaintiff Russell Brimer</p>	<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: <u>3/9/07</u></p> <p>SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP</p> <p>By: <u></u> Jose R. Allen Attorneys for Defendants Anheuser-Busch, Inc.; Anheuser Busch Gift Shop; and Promotional Products Group</p>

**IT IS SO ORDERED.**

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

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JUDGE OF THE SUPERIOR COURT

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**Exhibit A**

If Defendants elect to use the warning symbol system set forth in Sections 2.1(b)(i) or (ii), Defendants will use the following Designated Symbol [Yellow Triangle] to identify Products containing the Listed Chemical which are sold through their catalogs or on their website:

