

1 Laralei S. Paras, State Bar No. 203319  
2 Keith G. Adams, State Bar No. 240497  
3 D. Joshua Voorhees, State Bar No. 241436  
4 HIRST & CHANLER, LLP  
5 2560 Ninth Street  
6 Parker Plaza, Suite 214  
7 Berkeley, CA 94710-2565  
8 Tel: (510) 848-8880  
9 Fax: (510) 848-8118

10 Attorneys for Plaintiff  
11 RUSSELL BRIMER

12 Jeffrey B. Margulies, State Bar No. 126002  
13 Susan Y. Lee, State Bar No. 222347  
14 FULBRIGHT & JAWORSKI L.L.P.  
15 555 S. Flower Street, 41st Floor  
16 Los Angeles, California 90071  
17 Telephone: (213) 892-9200  
18 Facsimile: (213) 892-9494

19 Attorneys for Defendant  
20 INTERNATIONAL WHOLESALE SUPPLY, INC. d/b/a  
21 INTERNATIONAL WHOLESALE SERVICE

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
23 COUNTY OF SAN FRANCISCO  
24 UNLIMITED JURISDICTION

25 RUSSELL BRIMER,  
26  
27 Plaintiff,

28 v.

INTERNATIONAL WHOLE SUPPLY,  
INC.; INTERNATIONAL WHOLESALE  
SERVICE; PETRO STOPPING CENTERS,  
LP; and DOES 1 through 150.  
Defendants.

Case No. CGC-05-447015

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

1       **1. INTRODUCTION**

2           **1.1 Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
3 between plaintiff Russell Brimer (hereinafter “Brimer” or “Plaintiff”) and International Wholesale  
4 Supply, Inc. d/b/a International Wholesale Service (hereinafter referred to as “IWS” or  
5 “Defendant”), with Plaintiff and Defendant collectively referred to as the “Parties” and Brimer  
6 and IWS each being a “Party.”

7           **1.2 Plaintiff.** Brimer is a citizen of the State of California who seeks to promote  
8 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating  
9 hazardous substances contained in consumer and industrial products.

10           **1.3 General Allegations.** Plaintiff alleges that IWS has manufactured, distributed  
11 and/or sold (without warnings) in the State of California certain stained glass lamp  
12 sculptures containing lead, a listed substance pursuant to the Safe Drinking Water and Toxic  
13 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 *et seq.*<sup>1</sup>, also known as  
14 Proposition 65, known to cause birth defects and other reproductive harm. Lead shall be referred  
15 to herein as the “Listed Chemical.”

16           **1.4 Product Descriptions.** The products that are covered by this Consent Judgment  
17 are defined as follows: stained glass lamp sculptures with lead, manufactured, sold and/or  
18 distributed by IWS, limited to the specific products listed on Exhibit A. Such products  
19 collectively are referred to herein as the “Products.”

20           **1.5 Notices of Violation.** Beginning on September 2, 2005, Brimer served IWS and  
21 various public enforcement agencies with documents, entitled “60-Day Notice of Violation”  
22 (“Notice”) that provided IWS and such public enforcers with notice that IWS was in violation of  
23 Health & Safety Code § 25249.6 for failing to warn purchasers that certain products that it sold  
24 exposed users in California to lead.

25           **1.6 Complaint.** On November 23, 2005, Brimer, in the interest of the general public  
26 in California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the

27           <sup>1</sup> Unless otherwise noted, all statutory and regulatory references are to California law.  
28

1 Superior Court for the County of San Francisco against IWS, alleging violations of Health &  
2 Safety Code §25249.6 based on the alleged exposures to the Listed Chemical contained in certain  
3 products sold by IWS.

4 1.7 **No Admission.** IWS denies the material factual and legal allegations contained in  
5 Plaintiff's Notice and Complaint, and maintains that all products that it has manufactured, sold,  
6 and/or distributed in California, including the Products, have been and are in compliance with all  
7 laws. Nothing in this Consent Judgment shall be construed as an admission by IWS of any fact,  
8 finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or  
9 be construed as an admission by IWS of any fact, finding, conclusion, issue of law or violation of  
10 law. However, this section shall not diminish or otherwise affect the obligations, responsibilities  
11 and duties of IWS under this Consent Judgment.

12 1.8 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
13 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
14 Complaint and personal jurisdiction over IWS as to the acts alleged in the Complaint, that venue  
15 is proper in the County of San Francisco, and that this Court has jurisdiction to enter this Consent  
16 Judgment and to enforce the provisions thereof.

17 1.9 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall  
18 mean June 1, 2006.

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

20 **2.1 Warning Obligations for Products**

21 (a) **Required Warnings.** After the Effective Date, IWS shall not transmit to  
22 any entity to sell or otherwise offer for sale in California any Products containing the Listed  
23 Chemical, unless warnings are given in accordance with one or more provisions in subsection 2.2  
24 below.

25 (b) **Exceptions.** The warning requirement set forth in Sections 2.1(a) and 2.2,  
26 below, shall not apply to Reformulated Products as defined in Section 2.4 below.

27 ///

28

1           2.2    **Clear and Reasonable Warnings**

2                   (a)    **Product Labeling.** A warning may be given by affixing the following  
3 language to the labeling or other packaging for the Product by IWS, its agents, the manufacturer,  
4 importer, distributor or retailer of the Product that states:

5                               **WARNING:   The materials used in this product contain lead**  
6                                       **a chemical known to the State of California to**  
7                                       **cause birth defects or other reproductive harm.**

8                               *or*

9                               **WARNING:   The materials used in these products contain**  
10                                       **lead a chemical known to the State of California**  
11                                       **to cause birth defects or other reproductive**  
12                                       **harm. Please wash hands thoroughly after**  
13                                       **handling.<sup>2</sup>**

14           A warning issued for Products pursuant to this subsection shall be prominently placed  
15 with such conspicuousness as compared with other words, statements, designs, or devices as to  
16 render them likely to be read and understood by an ordinary individual under customary  
17 conditions prior to purchase. For purposes of this subsection, a warning placed on the bottom of  
18 the Product or the Product's packaging is deemed not to be an adequate warning. Any changes to  
19 the language or format of the warning required by this subsection shall only be made following:

20 (1) approval from the California Attorney General's Office, provided that written notice of at  
21 least fifteen (15) days is given to Plaintiff for the opportunity to comment; or (2) Court approval.

22                   (b)    **Point-of-Sale Warnings.** IWS may also satisfy its warning obligations by  
23 arranging for the posting of signs at retail outlets in the State of California at which the Products  
24 are sold, in accordance with the terms specified in subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

25                               (i)    Point of Sale warnings shall be provided through one or more signs  
26 posted at each point of sale or display of the Products that state:

27                               **WARNING:   The materials used in this product contain lead a**  
28                                       **chemical known to the State of California to**  
                                      **cause birth defects or other reproductive harm.**

---

<sup>2</sup> This warning is to be used only when and if the Products are sold as a set.

1           When more than one Product is sold in proximity to other items that do not require a  
2 warning (e.g., Reformulated Products as defined in Section 2.4 of this Consent Judgment) the  
3 following warning statement must be used:

4                           **WARNING:   The materials used in the following stained glass**  
5                           **lamp sculpture products contain lead, a**  
6                           **chemical known to the State of California to**  
7                           **cause birth defects or other reproductive harm:**

8                                           *[List Each Product by Brand Name and Description]*

9                           (ii)    A point of sale warning provided pursuant to subsection 2.2(b)(i)  
10 shall be prominently placed with such conspicuousness as compared with other words,  
11 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
12 individual under customary conditions prior to purchase and shall be placed or written in a  
13 manner such that the consumer understands to which *specific* Products the warnings apply so as  
14 to minimize, if not eliminate, the chances that an over-warning situation will arise. Any changes  
15 to the language or format of the warning required for Products by this subsection shall only be  
16 made following: (1) approval from the California Attorney General's Office, provided that  
17 written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to comment; or  
18 (2) Court approval.

19                           (iii)   If IWS intends to utilize point of sale warnings to comply with this  
20 Consent Judgment, it must provide notice as required by this Consent Judgment to each retailer to  
21 whom IWS ships the Products for sale in California and obtain the written consent of such retailer  
22 that it will comply with the warning requirements contained in this agreement before shipping the  
23 Products. Such notice shall include any required warning materials (including, as appropriate,  
24 signs and/or stickers). If IWS has obtained the written consent of a retailer to provide the  
25 warnings required by this Consent Judgment, IWS shall not be found to have violated this  
26 Consent Judgment if it has complied with the terms of this Consent Judgment and have proof that  
27 it transmitted the requisite warnings and received the retailer's written consent in the manner  
28 provided herein.

1           2.3   **Mail Order and Internet Sales.** Subject to Section 2.4, after June 1, 2006, IWS  
2 shall not sell or distribute the Products by mail order catalog or the Internet to California  
3 residents, unless warnings are provided as set forth below.

4           For the Products that require a warning pursuant to this Consent Judgment that are sold by  
5 IWS by mail order or from the Internet to California residents, a warning containing the language  
6 in subsection 2.2(a) shall be included, in the mail order catalog (if any) or on the website (if any)  
7 pursuant to subsections 2.3(a) or 2.3(b). Any warnings given in the mail order catalogs or on the  
8 website shall identify the *specific* Products to which the warnings apply so as to minimize, if not  
9 eliminate, the chances that an over-warning situation will arise. If IWS elects to provide  
10 warnings in the mail order catalog, then such warnings (at a location designated in subsection  
11 2.3(a)) shall be included in any new galley prints of such catalogs sent to the printer after June 1,  
12 2006, for all first, subsequent or additional printings.

13                   (a)   **Mail Order Catalog.** The second warning message in subsection 2.2(b)  
14 shall be stated on the inside front cover of any catalog. In addition, the first warning message in  
15 subsection 2.2(b) shall be placed either: (a) on the same page as any order form for the Product; or  
16 (b) on the same page as the price of the Product, in the same type size as the surrounding, non-  
17 heading text.

18                   (b)   **Internet Web Sites.** The first warning message in subsection 2.2(a) shall  
19 be displayed either: (a) on the same web page on which the Products are displayed; (b) on the  
20 same web page as any order form for the Products; (c) on the same web page as the price for the  
21 Products; or (d) on one or more web pages displayed to a purchaser over the Internet or via  
22 electronic mail during the checkout and order confirmation process prior to the sale of the  
23 Products.

24           2.4   **Reformulation Standards.** Products satisfying the conditions of subsections  
25 2.4(a) and 2.4(b) are referred to as "Reformulated Products." The warnings required pursuant to  
26 sections 2.1(a) and 2.2 above shall not be required for Reformulated Products, defined as follows:  
27  
28

1 (a) Any product containing one tenth of one percent (0.1%) lead or less by  
2 weight in each material used in the Products, *e.g.*, solder or came; or

3 (b) Any Product that produces a test result no higher than 5.0 micrograms  
4 (“ug”) of lead using a Ghost Wipe™ test applied to all portions of the exterior surface of the  
5 Product that contain solder or came performed as outlined in NIOSH Method No. 9100.

6 2.5 **Reformulation Commitment.** By entering into this Stipulation and Consent  
7 Judgment, IWS hereby commits to undertake its best efforts to ensure that all of its Products sold  
8 in California as reasonably as possible shall qualify as Reformulated Products on or after July 1,  
9 2007.

10 3. **MONETARY PAYMENTS.**

11 3.1 **Payment Pursuant To Health & Safety Code §25249.7(b).** Pursuant to Health  
12 & Safety Code §25249.7(b), Defendant shall deliver a check for a civil penalty of \$1,000 made  
13 payable to "Hirst & Chanler LLP In Trust For Russell Brimer" on June 8, 2006. All penalty  
14 monies shall be apportioned by Brimer in accordance with Health & Safety Code §25192, with  
15 75% of these funds remitted to the Office of Environmental Health Hazard Assessment and the  
16 remaining 25% of these penalty monies retained by Plaintiff as provided by Health and Safety  
17 Code §25249.12(d).

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

19 4.1 **Initial Reimbursement of Attorney’s Fees:** The Parties acknowledge that  
20 Plaintiff and his counsel offered to resolve this dispute without reaching terms on the amount of  
21 fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the  
22 material terms of the agreement had been settled. Defendant then expressed a desire to resolve  
23 the fee and cost issue shortly after the other settlement terms had been finalized. The Parties then  
24 attempted to (and did) reach an accord on the compensation due to Plaintiff and his counsel under  
25 the private attorney general doctrine codified at Code of Civil Procedure §1021.5 for all work  
26 performed through the Effective Date of the Agreement. Under the private attorney general  
27 doctrine codified at Code of Civil Procedure §1021.5, Defendant shall reimburse Plaintiff and his  
28

1 counsel for fees and costs, incurred as a result of investigating, bringing this matter to Defendant'  
2 attention, litigating and negotiating a settlement in the public interest. Defendant shall pay  
3 Plaintiff and his counsel \$19,000 for all attorneys' fees, expert and investigation fees, and  
4 litigation costs. The payment shall be made payable to "Hirst and Chanler LLP" and shall be  
5 delivered to Plaintiff's counsel on or before June 8, 2006, at the following address:

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

12 Except as specifically provided in this Consent Judgment, Defendant shall have no further  
13 obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with regard to the  
14 Products covered in this Action.

## 15 5. RELEASE OF ALL CLAIMS

16 5.1 **Plaintiff's Release of Defendant.** In further consideration of the promises and  
17 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,  
18 Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors  
19 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or  
20 participate in, directly or indirectly, any form of legal action and release all claims, including,  
21 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
22 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
23 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or  
24 unknown, fixed or contingent (collectively "Claims"), against Defendant and each of its  
25 distributors, wholesalers, licensors, licensees, auctioneers, retailers, dealers, customers, owners,  
26 purchasers, users, parent companies, corporate affiliates, subsidiaries and its respective officers,  
27 directors, attorneys, representatives, shareholders, agents, and employees (collectively,  
28 "Defendant's Releasees") arising under Proposition 65 related to Defendant's or Defendant's  
Releasees' alleged failure to warn about exposures to or identification of the Listed Chemical  
contained in the Products sold or distributed by Defendant.

1           The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
2 binding resolution of any violation of Proposition 65 that have been or could have been asserted  
3 in the Complaint against Defendant and Defendant's Releasees for their alleged failure to provide  
4 clear and reasonable warnings of exposure to or identification of the Listed Chemical in the  
5 Products sold by Defendant and Defendant's Releasees.

6           In addition, Plaintiff, on behalf of himself, his attorneys, and his agents, waives all rights  
7 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
8 against Defendant or Defendant's Releasees arising under Proposition 65 related to each of  
9 Defendant or Defendant's Releasees alleged failures to warn about exposures to or identification  
10 of the Listed Chemical contained in the Products, and for all actions or statements made by  
11 Defendant or its attorneys or representatives, in the course of responding to alleged violations of  
12 Proposition 65 by Defendant. Provided however, Plaintiff shall remain free to institute any form  
13 of legal action to enforce the provisions of this Consent Judgment.

14           It is specifically understood and agreed that the Parties intend that Defendant's  
15 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in  
16 the future (so long as Defendant complies with the terms of the Consent Judgment) concerning  
17 Defendant and Defendants' Releasees' compliance with the requirements of Proposition 65 as to  
18 the Listed Chemical in the Products sold by Defendant.

19           Additionally, the Parties expressly agree that nothing in this Section, 5.1, shall be  
20 construed to provide a release of liability to suppliers of stained glass lamp sculptures with lead  
21 other than Internationale Wholesale Supply, Inc. d/b/a International Wholesale Service.

22           **5.2 Defendant's Release of Plaintiff.** Defendant and Defendant's Releasees waive all  
23 rights to institute any form of legal action against Plaintiff, or his attorneys or representatives, for  
24 all actions taken or statements made by Plaintiff and his attorneys or representatives, in the course  
25 of seeking enforcement of Proposition 65 in this Action.

26       ///

27       ///

28

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 refunded  
6 within fifteen (15) days.

7     **7.     SALES DATA**

8             Defendant understands that the sales data that it provided to counsel for Russell Brimer  
9 was a material factor upon which Russell Brimer has relied to determine the amount of civil  
10 penalties made pursuant to Health & Safety Code § 25249.7(b) in this Agreement. To the best of  
11 Defendant's knowledge, the sales data provided by Defendant to counsel for Russell Brimer is a  
12 full, complete, true and accurate reflection of any and all sales of the Products in California  
13 during the relevant period.

14    **8.     SEVERABILITY**

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

18    **9.     ATTORNEYS' FEES**

19             In the event that a dispute arises with respect to any provision(s) of this Consent  
20 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover  
21 reasonable attorneys' fees and costs incurred in connection with the resolution of such dispute.

22    **10.    GOVERNING LAW**

23             The terms of this Consent Judgment shall be governed by the laws of the State of  
24 California and apply within the State of California. In the event that Proposition 65 is repealed or  
25 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,  
26 then Defendant shall have no further obligations pursuant to this Consent Judgment with respect  
27 to, and to the extent that, those Products are so affected. If Defendant intends to invoke this  
28

1 provision, then it shall provide Plaintiff with at least thirty (30) days written notice of its intent to  
2 do so, along with the specific aspects of this Agreement rendered inapplicable or otherwise  
3 affected.

4 **11. NOTICES**

5 All correspondence and notices required to be provided pursuant to this Consent Judgment  
6 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,  
7 return receipt requested; or (ii) overnight courier on either Party by the other at the addresses  
8 listed below. Either Party, from time to time, may specify a change of address to which all  
9 notices and other communications shall be sent.

10 To International Wholesale Supply, Inc. d/b/a International Wholesale Service:

11 Jarrett Portz, President  
12 International Wholesale Supply, Inc.  
13 P.O. Box 1210  
14 Lake Havasu City, AZ 86405-1210

15 With copy to:

16 Jeffrey Margulies, Esq.  
17 FULBRIGHT & JAWORSKI L.L.P.  
18 555 S. Flower Street, 41st Floor  
19 Los Angeles, California 90071

20 To Plaintiff:

21 HIRST & CHANLER LLP  
22 Attn: Proposition 65 Controller  
23 2560 Ninth Street  
24 Parker Plaza, Suite 214  
25 Berkeley, CA 94710-2565

26 **12. NO ADMISSIONS**

27 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
28 Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance  
with this Consent Judgment constitute or be construed as an admission by Defendant of any fact,  
finding, conclusion, issue of issue of law, or violation of law, such being specifically denied by  
Defendant. Defendant reserves all of its rights and defenses with regard to any claim by any

1 party under Proposition 65 or otherwise. However, this section shall not diminish or otherwise  
2 affect Defendant's obligations, responsibilities and duties under this Consent Judgment.

3 **13. COUNTERPARTS; FACSIMILE SIGNATURES**

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

7 **14. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

8 Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
9 Safety Code §25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall  
10 present this Consent Judgment to the California Attorney General's Office within five (5) days  
11 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment  
12 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date  
13 a hearing is scheduled on such motion in the Superior Court for the County of San Francisco  
14 unless the Court allows a shorter period of time.

15 **15. ADDITIONAL POST EXECUTION ACTIVITIES**

16 The Parties shall mutually employ their best efforts to support the entry of this Agreement  
17 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
18 manner. The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed  
19 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties  
20 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which  
21 Defendant International Wholesale Supply, Inc.'s counsel shall prepare, within a reasonable  
22 period of time after the Execution Date (*i.e.*, not to exceed thirty (30) days unless otherwise  
23 agreed to by the Parties' counsel based on unanticipated circumstances). Plaintiff's counsel shall  
24 prepare a declaration in support of the Joint Motion which shall, *inter alia*, set forth support for  
25 the fees and costs to be reimbursed pursuant to Section 4. Defendant shall have no additional  
26 responsibility to Plaintiff's counsel pursuant to C.C.P. §1021.5 or otherwise with regard to  
27 reimbursement of any fees and costs incurred with respect to the preparation and filing of the  
28

1 Joint Motion and its supporting declaration or with regard to Plaintiff's counsel appearing for a  
2 hearing or proceedings related to the approval process.

3 **16. MODIFICATION**

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

9 **17. AUTHORIZATION**

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

13  
14 **AGREED TO:**  
15 Date: 5-31-06  
16 By:   
17 Plaintiff Russell Brimer

**AGREED TO:**  
Date: \_\_\_\_\_  
By:  
International Wholesale Supply, Inc. d/b/a  
International Wholesale Service

18 **APPROVED AS TO FORM:**  
19  
20 Date: 5-31-06  
21 HIRST & CHANLER, L.L.P.  
22 By:   
23 Laralei S. Paras  
Attorneys for Plaintiff  
RUSSELL BRIMER

**APPROVED AS TO FORM:**  
Date: \_\_\_\_\_  
FULBRIGHT & JAWORSKI LLP  
By:  
Jeffrey B. Margulies  
Attorneys for Defendant  
INTERNATIONAL WHOLESALE SUPPLY,  
INC. d/b/a INTERNATIONAL WHOLESALE  
SERVICE

24  
25 **IT IS SO ORDERED.**

26  
27 Date: \_\_\_\_\_  
28 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 Joint Motion and its supporting declaration or with regard to Plaintiff's counsel appearing for a  
2 hearing or proceedings related to the approval process.

3 **16. MODIFICATION**

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

9 **17. AUTHORIZATION**

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

13  
14 **AGREED TO:**  
15 Date: \_\_\_\_\_  
16 By: \_\_\_\_\_  
17 Plaintiff Russell Brimer

**AGREED TO:**  
Date: 5/26/06  
By: [Signature]  
International Wholesale Supply, Inc. d/b/a  
International Wholesale Service

18 **APPROVED AS TO FORM:**  
19 Date: \_\_\_\_\_  
20 HIRST & CHANLER, L.L.P.  
21 By: \_\_\_\_\_  
22 Laralei S. Paras  
23 Attorneys for Plaintiff  
24 RUSSELL BRIMER

**APPROVED AS TO FORM:**  
Date: May 30, 2006  
By: [Signature]  
FULBRIGHT & JAWORSKI LLP  
Jeffrey H. Margulies  
Attorneys for Defendant  
INTERNATIONAL WHOLESALE SUPPLY,  
INC. d/b/a INTERNATIONAL WHOLESALE  
SERVICE

25 **IT IS SO ORDERED.**

26  
27 Date: \_\_\_\_\_

\_\_\_\_\_  
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**

1. Enchanting Treasures Hand-Sculpted Glass bearing item number ET26-LS030A
2. Enchanting Treasures Hand-Sculpted Glass bearing item number ET26-LS030B
3. Enchanting Treasures Hand-Sculpted Glass bearing item number ET26-LS030C
4. Enchanting Treasures Hand-Sculpted Glass bearing item number ET26-LS030D