

1 Christopher M. Martin, State Bar No. 186021
 D. Joshua Voorhees, State Bar No. 241436
 2 HIRST & CHANLER LLP
 Hinsdale Square
 3 23 N. Lincoln, Suite 204
 Chicago, IL 60521
 4 Telephone: (630) 789-6998
 Facsimile: (630) 214-0979
 5 Attorneys for Plaintiff
 RUSSELL BRIMER

6 Jennifer K. Wendell, State Bar No. 229368
 7 CARTER LAW OFFICE
 329 Flume Street
 8 P.O. Box 3606
 Chico, CA 95927-3606
 9 Telephone: (530) 342-6196
 Facsimile: (530) 342-6195

10 Attorneys for Defendant
 11 BIRD IN HAND, INC.

12
 13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 14 FOR THE CITY AND COUNTY OF SAN FRANCISCO
 15 UNLIMITED CIVIL JURISDICTION

17 RUSSELL BRIMER
 18 Plaintiff,
 19 v.
 20 BIRD IN HAND, INC.; and DOES 1 through
 150, inclusive,
 21 Defendants.

Case No. CGC-05-447014

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

1 **1. INTRODUCTION**

2 **1.1 Russell Brimer And Bird in Hand, Inc.**

3 This Consent Judgment is entered into by and between plaintiff Russell Brimer (Brimer or
4 plaintiff) and defendant Bird in Hand, Inc., (Bird in Hand or defendant), with Brimer and Bird in Hand
5 collectively referred to as the "parties."

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

11 Bird in Hand employs ten or more persons and is a person in the course of doing business for
12 purposes of Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
13 §§25249.5 et seq. (Proposition 65).

14 **1.4 General Allegations**

15 Brimer alleges that Bird in Hand has manufactured, distributed, and/or sold in the State of
16 California certain pint glasses and other glassware with colored artwork, designs, and/or markings on the
17 surface that contain lead. Lead is listed pursuant to Proposition 65 as a chemical known to the State of
18 California to cause birth defects and other reproductive harm. Lead shall be referred to hereinafter as the
19 "listed chemical."

20 **1.5 Product Description**

21 The products that are covered by this Consent Judgment are defined as follows: pint glasses and
22 other glassware with colored artwork, designs, and/or markings on the surface including, but not limited
23 to, the glass products identified in Exhibit A to this Consent Judgment and sold by Bird in Hand. All
24 such pint glasses and other glassware with colored artwork, designs, and/or markings on the surface shall
25 be referred to hereinafter as the "products."

26 **1.6 Notices of Violation**

27 On September 9, 2005, Brimer served Bird in Hand and various public enforcement agencies
28 with a document entitled "60-Day Notice of Violation" (the Notice) that provided Bird in Hand and such

1 public enforcers with notice that alleged that Bird in Hand was in violation of California Health & Safety
2 Code §25249.6 for failing to warn consumers and customers that the products that Bird in Hand sold
3 exposed users in California to the listed chemical.

4 **1.7 Complaint**

5 On November 23, 2005, Brimer, who is acting in the interest of the general public in California,
6 filed a complaint (hereinafter referred to as the Complaint or the Action) in the Superior Court in and for
7 the City and County of San Francisco against Bird in Hand, Inc., and Does 1 through 150, (*Brimer v.*
8 *Bird in Hand, Inc., CGC-05-447014*) alleging violations of Health & Safety Code §25249.6 based on the
9 alleged exposures to the listed chemical contained in the products sold by Bird in Hand.

10 **1.8 No Admission**

11 Bird in Hand denies the material factual and legal allegations contained in Brimer's Notice and
12 Complaint and maintains that all products that it has sold and distributed in California, including the
13 products defined in Section 1.5, have been and are in compliance with all laws. Nothing in this Consent
14 Judgment shall be construed as an admission by Bird in Hand of any fact, finding, issue of law, or
15 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an
16 admission by Bird in Hand of any fact, finding, conclusion, issue of law or violation of law, such being
17 specifically denied by Bird in Hand. However, this Section shall not diminish or otherwise affect the
18 obligations, responsibilities, and duties of Bird in Hand under this Consent Judgment.

19 **1.9 Consent to Jurisdiction**

20 For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction
21 over Bird in Hand as to the allegations contained in the Complaint, that venue is proper in the County of
22 San Francisco and that this Court has jurisdiction to enter and enforce the provisions of this Consent
23 Judgment.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "effective date" shall mean December 19, 2006.

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

27 **2.1 Product Warnings**

28 After the effective date, Bird in Hand shall not sell, ship, or offer to be shipped for sale in

1 California products containing the listed chemical unless such products are sold or shipped with the clear
2 and reasonable warning set out in this Section 2.1, comply with the reformulation standards set forth in
3 Section 2.3 or are otherwise exempt pursuant to Section 2.2.

4 Any warning issued for products pursuant to this Section 2.1 shall be prominently placed with
5 such conspicuousness as compared with other words, statements, designs, or devices as to render it
6 likely to be read and understood by an ordinary individual under customary conditions before purchase
7 or, for products shipped directly to an individual in California or used in the workplace, before use. Any
8 warning issued pursuant to this Section 2.1 shall be provided in a manner such that the consumer or user
9 understands to which *specific* product the warning applies, so as to minimize if not eliminate the chance
10 that an overwarning situation will arise.

11 Sections 2.1(a)-(b) describe Bird in Hand 's options for satisfying its warning obligations
12 depending, in part, on the manner of sale. The following warnings will be applicable when the product
13 is sold either to consumers or in a business-to-business transaction:

14 (a) **Retail Store Sales**

15 (i) **Product Labeling.** From the effective date, a warning will be
16 affixed to the packaging, labeling, or directly on the product by Bird in Hand or its agent, that states:

17 **WARNING:** The colored artwork, designs, and/or markings used
18 on this product contains lead, a chemical known to
the State of California to cause birth defects and
19 other reproductive harm.

20 (ii) **Point-of-Sale Warnings.** Bird in Hand may perform its warning
21 obligations by ensuring to the greatest extent possible that signs are posted at retail outlets in the State of
22 California where the products are sold. Bird in Hand must receive a written commitment from each
23 retailer to whom Bird in Hand sells products directly that it will post the warning signs. Point-of-sale
24 warnings shall be provided through one or more signs posted in close proximity to the point of display of
the products that state:

25 **WARNING:** The colored artwork, designs, and/or markings used
26 on this product contains lead, a chemical known to
27 the State of California to cause birth defects and
other reproductive harm.

28 A point-of-sale warning shall be provided in a manner such that the consumer understands to

1 which *specific* products the warning applies so as to minimize if not eliminate the chance that an
2 overwarning situation will arise.

3 (b) **Mail Order Catalog and Internet Sales.** Defendant shall satisfy its
4 warning obligations for products that are sold by mail order catalog or from the Internet to California
5 residents, by providing a warning: (i) in the mail order catalog; (ii) on the website; and/or (iii) with the
6 product when it is shipped to an address in California. Warnings given in the mail order catalog or on
7 the website shall identify the specific product to which the warning applies as further specified in
8 Sections 2.1(b)(i), (ii) and/or (iii) as applicable:

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

13 **WARNING:** The colored artwork, designs, and/or markings used
14 on this product contains lead, a chemical known to
the State of California to cause birth defects and
15 other reproductive harm.

16 Where it is impracticable to provide the warning on the same page and in the same location as the
17 display and/or description of the product, Bird in Hand may utilize a designated symbol to cross
18 reference the applicable warning (designated symbol) and shall provide the following language on the
19 inside of the front cover of the catalog or on the same page as any order form for the product(s):

20 **WARNING:** The colored artwork, designs, and/or markings used
on certain products identified with this symbol
21 ▼ and offered for sale in this catalog contain lead, a
chemical known to the State of California to cause
22 birth defects and other reproductive harm.

23 The designated symbol (shown on Exhibit A attached hereto) must appear on the same page and
24 in close proximity to the display and/or description of the product. On each page where the designated
25 symbol appears, Bird in Hand must provide a header or footer directing the consumer to the warning
26 language and definition of the designated symbol.

27 If defendant elects to provide warnings in the mail order catalog, then the warnings must be
28 included in all catalogs offering to sell one or more products printed after December 19, 2006.

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

8 **WARNING:** The colored artwork, designs, and/or markings used
9 on this product contains lead, a chemical known to
10 the State of California to cause birth defects and
11 other reproductive harm.

12 Alternatively, the designated symbol may appear adjacent to or immediately following the
13 display, description, or price of the product for which a warning is being given, provided that the
14 following warning statement also appears elsewhere on the same web page:

15 **WARNING:** Products identified on this page with the following
16 symbol use colored artwork, designs, and/or
17 markings that contains lead, a chemical known to
18 the State of California to cause birth defects and
19 other reproductive harm: ▼

20 (iii) **Package Insert or Label.** For all products sold by catalog or via
21 the Internet, a warning may be provided with the product when it is shipped directly to an individual in
22 California, by either: (a) affixing the following warning language to the packaging, labeling, or directly
23 to a specific product; (b) inserting a warning card measuring at least 4" x 6" in the shipping carton
24 which contains the following warning language; or (c) by placing the following warning statement on
25 the packing slip or customer invoice on the line directly below the description of the product on the
26 packing slip or customer invoice:

27 **WARNING:** The colored artwork, designs, and/or markings used
28 on this product contains lead, a chemical known to
the State of California to cause birth defects and
other reproductive harm.

Alternatively, Bird in Hand may place the following language on the packing slip or invoice
specifically identifying the product in lettering of the same size or larger as the description of the

1 product:

2 **WARNING:** The colored artwork, designs, and/or markings used
3 in the following product(s) contains lead, a
4 chemical known to the State of California to cause
5 birth defects or other reproductive harm: [*list*
6 *products for which warning is given*].

7 The defendant shall, in any of these instances, in conjunction with providing the warning, also inform
8 the consumer, in a conspicuous manner, that he or she may return the product for a full refund (including
9 shipping costs for both the receipt and the return of the product) within thirty (30) days of his or her
10 receipt of the product.

11 **2.2 Exceptions to Warning Requirements**

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

- 13 (i) Any products shipped to a third party before the effective date; or
- 14 (ii) Reformulated products (as defined in Section 2.3 below).

15 **2.3 Reformulation Standards**

16 The following reformulated products shall be deemed to comply with Proposition 65 and be
17 exempt from any Proposition 65 warning requirements under Sections 2.1:

18 (a) Any product containing .06% lead or less by weight in each material used in the products
19 (such as colored artwork or designs); or

20 (b) any product containing .48% cadmium or less by weight in each material used in the products
21 (such as colored artwork or designs).

22 **2.4 Reformulation Commitment**

23 Bird in Hand hereby commits that all products that it offers for sale in California after March 1,
24 2007, shall qualify as reformulated products.

25 **3. MONETARY PAYMENTS**

26 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

27 The total settlement amount shall be \$8,000, which shall be paid by Bird in Hand as set forth
28 herein. Bird in Hand shall receive a credit of \$4,000 against the penalty amount in light of its prompt
cooperation with Brimer in resolving this matter. Pursuant to Health & Safety Code §25249.7(b), Bird
in Hand shall pay the remaining \$4,000 in civil penalties in two installments. The first payment of

1 \$2,000 shall be made on or before December 19, 2006. The second payment of \$2,000 shall be payable
2 April 1, 2007. The second payment shall be waived in the event that Bird in Hand certifies in writing
3 under penalty of perjury with supporting facts and documentation, not later than March 1, 2007, that it
4 has complied with the reformulation commitment set forth in Section 2.4. Said payments shall be made
5 payable to the "HIRST & CHANLER LLP in Trust For Russell Brimer" and shall be delivered to
6 plaintiff's counsel at the following address:

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

12 **3.2 Apportionment of Penalties Received**

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

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

20 The parties acknowledge that Brimer and his counsel offered to resolve this dispute without
21 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue
22 to be resolved after the material terms of the agreement had been settled. Bird in Hand then expressed a
23 desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The
24 parties then attempted to (and did) reach an accord on the compensation due to Brimer and his counsel
25 under the private attorney general doctrine codified at California Code of Civil Procedure §1021.5 for all
26 work performed through the Court's approval of this agreement. Under the private attorney general
27 doctrine, Bird in Hand shall reimburse Brimer and his counsel for fees and costs incurred as a result of
28 investigating, bringing this matter to Bird in Hand's attention, litigating, and negotiating a settlement in
the public interest and seeking the Court's approval of the settlement agreement. Bird in Hand shall pay
Brimer and his counsel \$16,500 for all attorneys' fees, expert and investigation fees, litigation and related

1 costs. The payment shall be made payable to HIRST & CHANLER LLP and shall be delivered on or
2 before December 19, 2006 at the following address:

3 HIRST & CHANLER LLP
4 Attn: Proposition 65 Controller
5 2560 Ninth Street
6 Parker Plaza, Suite 214
7 Berkeley, CA 94710-2565

8 **5. RELEASE OF ALL CLAIMS**

9 **5.1 Release of Bird in Hand and Downstream Customers**

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

25 Except as specified in the release above, the parties further understand and agree that this release
26 shall not extend upstream to any entities that manufactured the products or any component parts thereof,
27 or any distributors or suppliers who sold the products or any component parts thereof to Bird in Hand.
28 This release does not extend to products sold by such releasees to other entities for sale in California
other than Bird in Hand.

///

1 **5.2 Bird in Hand's Release of Brimer**

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

6 **6. COURT APPROVAL**

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

12 **7. SEVERABILITY**

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

16 **8. ATTORNEYS' FEES**

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

21 **9. GOVERNING LAW**

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

27 **10. NOTICES**

28 Unless specified herein, all correspondence and notices required to be provided pursuant to this

1 Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class, (registered or
2 certified mail) return receipt requested; or (ii) overnight courier on any party by the other party at the
3 following addresses:

4 To Bird in Hand:

5 Robert H. Malowney, Co-Owner
6 Barbara G. Malowney, Co-Owner
7 Bird in Hand, Inc.
320 Broadway Street
Chico, CA 95928

8 To Brimer:

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

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

14 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

20 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

21 Brimer and Bird in Hand agree to mutually employ their best efforts to support the entry of this
22 Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
23 manner. The parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion is
24 required to obtain judicial approval of this Consent Judgment. Accordingly, the parties agree to file a
25 joint motion to approve the Agreement (joint motion), the first draft of which Bird in Hand's counsel
26 shall prepare, within a reasonable period of time after the Execution Date (i.e., not to exceed thirty (30)
27 days unless otherwise agreed to by the parties' counsel based on unanticipated circumstances). Bird in
28 Hand shall have no additional responsibility to plaintiff's counsel pursuant to Code of Civil Procedure

1 §1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to the
2 preparation and filing of the joint motion and its supporting declaration or with regard to plaintiff's
3 counsel appearing for a hearing thereon.

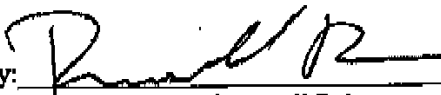

4 **14. MODIFICATION**

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

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1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
3 parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.
4

<p>5 AGREED TO:</p> <p>6 Date: <u>12-18-06</u></p> <p>7</p> <p>8 By: <u></u></p> <p>9 Plaintiff Russell Brimer</p>	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____</p> <p>Defendant Bird in Hand, Inc.</p>
<p>11 APPROVED AS TO FORM:</p> <p>12 Date: <u>12/18/06</u></p> <p>13 HIRST & CHANLER LLP</p> <p>14 By: <u></u></p> <p>15 Christopher M. Martin 16 Attorneys for Plaintiff 17 RUSSELL BRIMER</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>CARTER LAW OFFICE</p> <p>By: _____</p> <p>Jennifer K. Wendell Attorneys for Defendant BIRD IN HAND, INC.</p>

26 **IT IS SO ORDERED.**

27 Date: _____



JUDGE OF THE SUPERIOR COURT

28

FROM CARTER LAW OFFICE

1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their respective
3 parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.
4

<p>5 AGREED TO:</p> <p>6 Date: _____</p> <p>7</p> <p>8</p> <p>9 By: _____ Plaintiff Russell Brimer</p>	<p>5 AGREED TO:</p> <p>6 Date: <u>12-20-2006</u></p> <p>7</p> <p>8</p> <p>9 By:  Defendant Bird in Hand, Inc.</p>
<p>11 APPROVED AS TO FORM:</p> <p>12 Date: _____</p> <p>13 HIRST & CHANLER LLP</p> <p>14</p> <p>15 By: _____ Christopher M. Martin Attorneys for Plaintiff RUSSELL BRIMER</p>	<p>11 APPROVED AS TO FORM:</p> <p>12 Date: <u>12-20-2006</u></p> <p>13 CARTER LAW OFFICE</p> <p>14</p> <p>15 By:  Jennifer K. Wendell Attorneys for Defendant BIRD IN HAND, INC.</p>
<p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

26 **IT IS SO ORDERED.**

27 Date: _____

27 _____
JUDGE OF THE SUPERIOR COURT

FROM CARTER LAW OFFICE

(THU) DEC 21 2006 11:54/ST. 11:53/No. 6844107378 P 2

Exhibit A

The products that are covered by this Consent Judgment include, but are not limited to:

1. Old Guys Rule Mug Bass Guy (#115502)
2. Old Guys Rule Mug BBQ Guy (#115378)
3. Old Guys Rule Mug Biker Guy (#115334)
4. Old Guys Rule Mug Clssc Woody (#116660)
5. Old Guys Rule Mug Dmnd Lngbrd (#116666)
6. Old Guys Rule Mug Follow Through (#116665)
7. Old Guys Rule Mug Golf Guy (#115333)
8. Old Guys Rule Mug Good To Be King (#12251)
9. Old Guys Rule Hammock Guy (#115332)
10. Old Guys Rule Mug Surf Guy (#115331)
11. Old Guys Rule Mug Surf Guy II (#116667)
12. Old Guys Rule Pint Old Guy Crown (#115505)
13. Old Guys Rule Pint Old Guy King (#32251)
14. Old Guys Rule Pint Old Guy Long Brd (#115504)
15. Old Guys Rule Pint Old Guy Perfctn (#115506)
16. Old Guys Rule Shooter/Shot Glass Sct (#990011)

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Exhibit B

The designated symbol that Bird in Hand will use to identify products containing the listed chemical which are sold through its catalogs or on its website is:

