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7

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12 Attorney for Defendant  
13 STANPAC, INC.  
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**  
17 **UNLIMITED CIVIL JURISDICTION**  
18

19 RUSSELL BRIMER

20 Plaintiff,

21 v.

22 STRAUSS FAMILY CREAMERY, INC.; and  
DOES 1 through 150, inclusive,

23 Defendants.  
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Case No. CGC-06-449080

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

1       **1. INTRODUCTION**

2               **1.1 Russell Brimer And STANPAC**

3               This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereinafter  
4 Brimer or plaintiff) and defendant STANPAC, Inc., a Canadian business entity doing business in  
5 the State of California, (hereinafter STANPAC or defendant), with Brimer and STANPAC  
6 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 Defendant**

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

15              **1.4 General Allegations**

16              Brimer alleges that STANPAC has manufactured, distributed and/or sold in the State of  
17 California certain milk bottles and other glassware intended for the consumption of food or  
18 beverages with colored artwork or designs containing lead on the exterior. Lead is listed pursuant  
19 to Proposition 65 as a chemical known to the State of California to cause birth defects and other  
20 reproductive harm. Lead shall be referred to hereinafter as the "listed chemical."

21              **1.5 Product Description**

22              The products that are covered by this Consent Judgment are defined as follows: milk  
23 bottles and other glassware intended for the consumption of food or beverages with colored  
24 artwork or designs containing lead on the exterior, including, but not limited to, Organic Chocolate  
25 Nonfat Milk (#7 84830 00032 3), identified in Exhibit A to this Consent Judgment. All such glass  
26 beverageware shall be referred to herein as the "products."

27              **1.6 Notices of Violation**

28              On June 27, 2006, Brimer served STANPAC and various public enforcement agencies with

1 a document entitled "60-Day Notice of Violation" (the Notice) that provided STANPAC and such  
2 public enforcers with notice that alleged that STANPAC was in violation of California Health &  
3 Safety Code §25249.6 for failing to warn consumers and customers that the products that  
4 STANPAC sold exposed users in California to the listed chemical.

5 **1.7 Complaint**

6 On February 1, 2006, Brimer, who is acting in the interest of the general public in  
7 California, filed a complaint (hereinafter referred to as the Complaint or the Action) in the  
8 Superior Court in and for the City and County of San Francisco against Straus Family Creamery,  
9 Inc. (Straus Family Creamery), and Does 1 through 150, (*Brimer v. Straus Family Creamery, Inc.,*  
10 *San Francisco Superior Court Case No. CGC- 05-449080*) alleging violations of Health & Safety  
11 Code §25249.6 based on the alleged exposures to the listed chemical contained in the products  
12 sold by Straus Family Creamery. On September 8, 2006, STANPAC appeared in the action as a  
13 cross-defendant by filing its answer to the cross-complaint of Straus Family Creamery.

14 **1.8 No Admission**

15 STANPAC denies the material factual and legal allegations contained in Brimer's Notice  
16 and Complaint and maintains that all products that it has sold and distributed in California,  
17 including the products defined in Section 1.5, have been and are in compliance with all laws.  
18 Nothing in this Consent Judgment shall be construed as an admission by STANPAC of any fact,  
19 finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment  
20 constitute or be construed as an admission by STANPAC of any fact, finding, conclusion, issue of  
21 law or violation of law, such being specifically denied by STANPAC. However, this Section shall  
22 not diminish or otherwise affect the obligations, responsibilities and duties of STANPAC under  
23 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 STANPAC as to the allegations contained in the Complaint, that venue is proper  
27 in the County of San Francisco and that this Court has jurisdiction to enter and enforce the  
28 provisions of this Consent Judgment.

1           **1.10 Effective Date**

2           For purposes of this Consent Judgment, the term "effective date" shall mean February 15,  
3           2007.

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

5           **2.1 Product Warnings**

6           After the effective date, STANPAC shall not sell, ship or offer to be shipped for sale in  
7           California products containing the listed chemical unless such products are sold or shipped with  
8           the clear and reasonable warnings set out in this Section 2.1, comply with the reformulation  
9           standards set forth in Section 2.3 or are otherwise exempt pursuant to Section 2.2.

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

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

20                           **(a) Retail Store Sales**

21                           **(i) Product Labeling.** From the effective date, a warning will  
22                           be affixed to the packaging, labeling or directly on the product sold in retail outlets by STANPAC  
23                           or its agent, that states:

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

27                           **(ii) Point-of-Sale Warnings.** STANPAC may perform its  
28                           warning obligations by ensuring that signs are posted at retail outlets in the State of California

1 where the products are sold. In order to avail itself to the point-of-sale option, STANPAC shall  
2 provide a written notice (via certified mail in the first quarter of each calendar year) to each retailer  
3 or distributor to whom STANPAC sells or transfers the products directly, which informs such  
4 retailers or distributors that point-of-sale warnings are required at each retail location in the State  
5 of California. STANPAC shall include a copy of the warning signs and posting instructions with  
6 such notice. Further, STANPAC must receive and make available for Brimer's inspection, upon  
7 request, a written commitment: (a) from each retailer to whom STANPAC sells products directly  
8 that said retailer will post the warning signs; and (b) from each distributor to whom STANPAC  
9 sells products directly that the distributor will transmit the point-of-sale warning notice and  
10 instructions to its direct customers. Point-of-sale warnings shall be provided through one or more  
11 signs posted in close proximity to the point of display of the products that states:

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

15                   **(b) Mail Order Catalog and Internet Sales.** Defendant shall satisfy its  
16 warning obligations for products that are sold by mail order catalog or from the Internet to  
17 California residents, by providing a warning: (i) in the mail order catalog; (ii) on the website;  
18 and/or (iii) with the product when it is shipped to an address in California. Warnings given in the  
19 mail order catalog or on the website shall identify the specific product to which the warning  
20 applies as further specified in Sections 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 on  
26                                   the exterior of this product contain lead, a  
27                                   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, STANPAC may utilize a designated symbol to  
3 cross reference the applicable warning (designated symbol) and shall define the term “designated  
4 symbol” with the following language on the inside of the front cover of the catalog or on the same  
5 page as any order form for the product(s):

6                   **WARNING:** The materials used as colored decorations on  
7 the exterior of certain products identified with  
8 this symbol ▼ and offered for sale in this  
9 catalog contain lead, a chemical known to the  
10 State of California to cause birth defects and  
11 other reproductive harm.

12           The designated symbol (shown on Exhibit B attached hereto) must appear on the same  
13 page and in close proximity to the display and/or description of the product. On each page where  
14 the designated symbol appears, STANPAC must provide a header or footer directing the consumer  
15 to the warning language and definition of the designated symbol.

16           If defendant elects to provide warnings in the mail order catalog, then the warnings must be  
17 included in all catalogs offering to sell one or more products printed after June 1, 2007.

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

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

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:

**WARNING:** Products identified on this page with the following symbol use materials that contain lead as colored decorations on their exterior, a chemical known to the State of California to cause birth defects and other reproductive harm: ▼.

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

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

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

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**WARNING:** The materials used as colored decorations on the exterior of the following product(s) 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]*.

The defendant shall, in any of these instances, 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 Exceptions To Warning Requirements**

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

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

**2.3 Reformulation Standards**

The following products shall be deemed "reformulated products" and to comply with Proposition 65 and be exempt from any Proposition 65 warning requirements under Sections 2.1. The products must only utilize decorating materials that contain six one-hundredths of one percent (0.06%) or less of lead by weight; and there must be no detectable lead in the Lip-and-Rim Area<sup>1</sup>.

**2.4 Reformulation Commitment**

STANPAC hereby commits that all products that it offers for sale in California after June 1, 2007, shall qualify as reformulated products.

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<sup>1</sup>"Lip-and-Rim Area" is defined as the exterior top 20 millimeters of a hollowware food or beverage product.

1       **3.       MONETARY PAYMENTS**

2               **3.1       Penalties Pursuant to Health & Safety Code §25249.7(b)**

3               The total settlement amount shall be \$50,000, which shall be paid by STANPAC as set  
4       forth herein. STANPAC shall receive a credit of \$25,000 against the penalty amount in light of its  
5       prompt cooperation with Brimer in resolving this matter. Pursuant to Health & Safety Code  
6       §25249.7(b), STANPAC shall pay the remaining \$25,000 on or before February 15, 2007. n Said  
7       payment shall be made payable to the "HIRST & CHANLER LLP in Trust For Russell Brimer"  
8       and shall be delivered to plaintiff's counsel at the following address:  
9

10               HIRST & CHANLER LLP  
11               Attn: Proposition 65 Controller  
12               2560 Ninth Street  
13               Parker Plaza, Suite 214  
14               Berkeley, CA 94710-2565

15               **3.2       Apportionment of Penalties Received**

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

24               The parties acknowledge that Brimer and his counsel offered to resolve this dispute  
25       without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
26       this fee issue to be resolved after the material terms of the agreement had been settled. STANPAC  
27       then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
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1 been finalized. The parties then attempted to (and did) reach an accord on the compensation due  
2 to Brimer and his counsel under the private attorney general doctrine codified at California Code  
3 of Civil Procedure §1021.5 for all work performed through the Court's approval of this agreement.  
4 Under the private attorney general doctrine, STANPAC shall reimburse Brimer and his counsel for  
5 fees and costs incurred as a result of investigating, bringing this matter to STANPAC's attention,  
6 litigating and negotiating a settlement in the public interest and seeking the Court's approval of the  
7 settlement agreement. STANPAC shall pay Brimer and his counsel \$55,000 for all attorneys' fees,  
8 expert and investigation fees, litigation and related costs. The payment shall be made payable to  
9 HIRST & CHANLER, LLP and shall be delivered on or before February 15, 2007, at the following  
10 address:  
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13 HIRST & CHANLER LLP  
14 Attn: Proposition 65 Controller  
15 2560 Ninth Street  
16 Parker Plaza, Suite 214  
17 Berkeley, CA 94710-2565

18 **5. RELEASE OF ALL CLAIMS**

19 **5.1 Release of STANPAC and Downstream Customers**

20 In further consideration of the promises and agreements herein contained, and for the  
21 payments to be made pursuant to Sections 3 and 4, Brimer, on behalf of himself, his past and  
22 current agents, representatives, attorneys, successors and/or assignees, and in the interest of the  
23 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form  
24 of legal action and releases all claims, including, without limitation, all actions, and causes of  
25 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
26 losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees)  
27 of any nature whatsoever, whether known or unknown, fixed or contingent (collectively claims),  
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1 against STANPAC and each of its downstream distributors, wholesalers, licensors, licensees,  
2 auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies,  
3 corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,  
4 shareholders, agents, and employees, and sister and parent entities including, but not limited to,  
5 Straus Family Creamery (collectively releasees). This release is limited to those claims that arise  
6 under Proposition 65, as such claims relate to STANPAC's alleged failure to warn about  
7 exposures to or identification of the listed chemical contained in the products.  
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9  
10 The parties further understand and agree that this release shall not extend upstream to any  
11 entities that manufactured the products or any component parts thereof, or any distributors or  
12 suppliers who sold the products or any component parts thereof to STANPAC.

13 **5.2 STANPAC's Release of Brimer**

14 STANPAC waives any and all claims against Brimer, his attorneys and other  
15 representatives, for any and all actions taken or statements made (or those that could have been  
16 taken or made) by Brimer and his attorneys and other representatives, whether in the course of  
17 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
18 and/or with respect to the products.  
19

20 **6. COURT APPROVAL**

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

2           If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
3       Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
4       provisions remaining shall not be adversely affected.  
5

6       **8. ATTORNEYS' FEES**

7           In the event that, after Court approval: (1) STANPAC or any third party seeks modification  
8       of this Consent Judgment pursuant to Section 14 below; or (2) Brimer is compelled to take  
9       reasonable and necessary steps to enforce the terms of this Consent Judgment, Brimer shall be  
10      entitled to his reasonable attorneys' fees and costs pursuant to CCP §1021.5.  
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12      **9. GOVERNING LAW**

13           The terms of this Consent Judgment shall be governed by the laws of the State of  
14      California and apply within the State of California. In the event that Proposition 65 is repealed or  
15      is otherwise rendered inapplicable by reason of law generally, or as to the products, then  
16      STANPAC shall provide written notice to Brimer of any asserted change in the law, and shall have  
17      no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the  
18      products are so affected.  
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20      **10. NOTICES**

21           Unless specified herein, all correspondence and notices required to be provided pursuant to  
22      this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
23      (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the  
24      other party at the following addresses:  
25

26      To STANPAC :

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1 Steve Witt, President  
2 Stanpac, Inc.  
3 Spring Creek Road, R.R. #3  
4 Smithville, Ontario  
5 L0R 2A0

6 To Brimer:

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

12 Any party, from time to time, may specify in writing to the other party a change of address  
13 to 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  
16 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
17 same document.

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

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

21 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

22 Brimer and STANPAC agree to mutually employ their best efforts to support the entry of  
23 this Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court  
24 in a timely manner. The parties acknowledge that, pursuant to Health & Safety Code §25249.7, a  
25 noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the  
26 plaintiff agrees to file a Motion to Approve the Agreement (Motion). STANPAC shall have no  
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1 additional responsibility to plaintiff's counsel pursuant to Code of Civil Procedure §1021.5 or  
2 otherwise with regard to reimbursement of any fees and costs incurred with respect to the  
3 preparation and filing of the Motion or with regard to plaintiff's counsel appearing for a hearing  
4 thereon.  
5

6 **14. MODIFICATION**

7 This Consent Judgment may be modified only: (1) by written agreement of the parties and  
8 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
9 of any party and entry of a modified Consent Judgment by the Court. The Attorney General shall  
10 be served with notice of any proposed modification to this Consent Judgment at least fifteen (15)  
11 days in advance of its 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  
3 respective parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.  
5

<p>6 <b>AGREED TO:</b></p> <p>7 Date: <u>2-15-07</u></p> <p>8</p> <p>9 By:  10 Plaintiff, RUSSELL BRIMER</p>	<p><b>AGREED TO:</b></p> <p>Date: _____</p> <p>By: _____ Defendant, STANPAC</p>
<p>11</p> <p>12 <b>APPROVED AS TO FORM:</b></p> <p>13 Date: _____</p> <p>14 HIRST &amp; CHANLER LLP</p> <p>15</p> <p>16 By: _____ 17 Christopher M. Martin, Esq. 18 Attorneys for Plaintiff RUSSELL BRIMER</p>	<p><b>APPROVED AS TO FORM:</b></p> <p>Date: _____</p> <p>FARELLA BRAUN &amp; MARTEL LLP</p> <p>By: _____ John R. Epperson, Esq. Attorneys for Defendant STANPAC</p>

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20 **IT IS SO ORDERED.**

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

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Hon.  
JUDGE OF THE SUPERIOR COURT

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**Exhibit A**

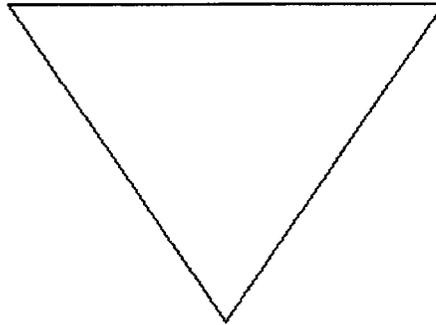
The products that are covered by this Consent Judgment are milk bottles and other glassware intended for the consumption of food or beverages with colored artwork or designs containing lead on the exterior, including, but not limited to:

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**Exhibit B**

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



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**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>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: _____</p> <p>By: _____ Defendant, STANPAC</p>
<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: _____</p> <p>HIRST &amp; CHANLER LLP</p> <p>By: _____ Christopher M. Martin, Esq. Attorneys for Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: _____</p> <p>FARELLA BRAUN &amp; MARTEL LLP</p> <p>By: _____ John R. Epperson, Esq. Attorneys for Defendant STANPAC</p>

**IT IS SO ORDERED.**

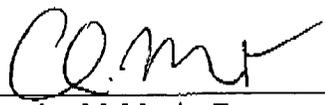
Date: \_\_\_\_\_

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Hon.  
JUDGE OF THE SUPERIOR COURT

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**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.

<b>AGREED TO:</b>	<b>AGREED TO:</b>
Date: _____	Date: _____
By: _____ Plaintiff, RUSSELL BRIMER	By: _____ Defendant, STANPAC
<b>APPROVED AS TO FORM:</b>	<b>APPROVED AS TO FORM:</b>
Date: <u>2/15/07</u>	Date: _____
HIRST & CHANLER LLP	FARELLA BRAUN & MARTEL LLP
By:  Christopher M. Martin, Esq. Attorneys for Plaintiff RUSSELL BRIMER	By: _____ John R. Epperson, Esq. Attorneys for Defendant STANPAC

**IT IS SO ORDERED.**

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

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

1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective parties and have read, understood and agree to all of the terms and conditions of this  
4 Consent Judgment.  
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<p>6 <b>AGREED TO:</b></p> <p>7 Date: _____</p> <p>8</p> <p>9</p> <p>10 By: _____ Plaintiff, RUSSELL BRIMER</p>	<p>6 <b>AGREED TO:</b></p> <p>7 Date: <u>Feb. 19/07</u></p> <p>8</p> <p>9</p> <p>10 By: <u>[Signature]</u> Defendant, STANPAC</p>
<p>12 <b>APPROVED AS TO FORM:</b></p> <p>13 Date: _____</p> <p>14 HIRST &amp; CHANLER LLP</p> <p>15</p> <p>16 By: _____ Christopher M. Martin, Esq. Attorneys for Plaintiff RUSSELL BRIMER</p>	<p>12 <b>APPROVED AS TO FORM:</b></p> <p>13 Date: _____</p> <p>14 FARELLA BRAUN &amp; MARTEL LLP</p> <p>15</p> <p>16 By: _____ John R. Epperson, Esq. Attorneys for Defendant STANPAC</p>

20 **IT IS SO ORDERED.**

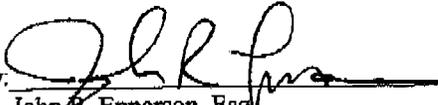
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24 JUDGE OF THE SUPERIOR COURT

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**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: _____</p> <p>By: _____ Plaintiff, RUSSELL BRIMER</p>	<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: _____</p> <p>By: _____ Defendant, STANPAC</p>
<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: _____</p> <p>HIRST &amp; CHANLER LLP</p> <p>By: _____ Christopher M. Martin, Esq. Attorneys for Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: <u>2/19/07</u></p> <p>FARELLA BRAUN &amp; MARTEL LLP</p> <p>By:  John K. Epperson, Esq. Attorneys for Defendant STANPAC</p>

**IT IS SO ORDERED.**

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

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