

1 Christopher M. Martin, State Bar No. 186021
D. Joshua Voorhees, State Bar No. 241436
2 Aparna L. Reddy, State Bar No. 242895
HIRST & CHANLER, LLP
3 Hinsdale Square
23 N. Lincoln, Suite 204
4 Chicago, IL 60521
Telephone: (630) 789-6998
5 Facsimile: (630) 214-0979

6 Attorneys for Plaintiff
RUSSELL BRIMER

7 John Foreman
8 TOUSSAINT & CARLSON
2805 Butterfield Road, Suite 150
9 Oak Brook, IL 60523
Telephone: (630) 928-0040
10 Facsimile: (630) 928-0045

11 Attorneys for Defendant
SCREEN-IT GRAPHICS OF LAWRENCE, INC.;
12 GRANDSTAND SPORTSWARE AND GLASSWARE

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF ALAMEDA
16 UNLIMITED CIVIL JURISDICTION
17

18 RUSSELL BRIMER

19 Plaintiff,

20 v.

21 SCREEN-IT GRAPHICS OF LAWRENCE,
INC.; GRANDSTAND SPORTSWARE AND
22 GLASSWARE; and DOES 1 through 150,
inclusive,

23 Defendants.
24
25
26
27
28

Case No. HG-06-261405

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

1 **1. INTRODUCTION**

2 **1.1 Russell Brimer And Screen-It Graphics of Lawrence, Inc.;**
3 **Grandstand Sportsware And Glassware**

4 This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereinafter
5 Brimer or plaintiff) and defendants Screen-It Graphics of Lawrence, Inc., and Grandstand Sportsware
6 And Glassware (hereinafter defendants), with Brimer and defendants collectively referred to as the
7 "parties."

8 **1.2 Plaintiff**

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

12 **1.3 Defendants**

13 Defendants employ ten or more persons and are persons in the course of doing business for
14 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety
15 Code §§25249.5 et seq. (Proposition 65).

16 **1.4 General Allegations**

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

22 **1.5 Product Description**

23 The products that are covered by this Consent Judgment are defined as follows: certain pilsner
24 glasses and other glassware intended for the consumption of food or beverages with colored artwork or
25 designs on the exterior containing lead including, but not limited to, the glass products identified in
26 Exhibit A to this Consent Judgment. All such pilsner glasses and other glassware intended for the
27 consumption of food or beverages with colored artwork or designs on the exterior shall be referred to
28 herein as the "products."

1 **1.6 Notices of Violation**

2 On January 9, 2006, Brimer served defendants and various public enforcement agencies with a
3 document entitled "60-Day Notice of Violation" (Notice) that provided defendants and such public
4 enforcers with notice that alleged that defendants were in violation of California Health & Safety Code
5 §25249.6 for failing to warn consumers and customers that the products that defendants sold exposed
6 users in California to the listed chemical.

7 **1.7 Complaint**

8 On March 23, 2006, Brimer, who is acting in the interest of the general public in California, filed
9 a complaint (Complaint or Action) in the Superior Court in and for the County of Alameda against
10 Screen-It Graphics of Lawrence, Inc.; Grandstand Sportsware And Glassware, and Does 1 through 150,
11 (*Brimer v. Screen-It Graphics of Lawrence, Inc.; Grandstand Sportsware And Glassware, HG-06-*
12 *261405*) alleging violations of Health & Safety Code §25249.6 based on the alleged exposures to the
13 listed chemical contained in the products defendants sold.

14 **1.8 No Admission**

15 Defendants deny the material factual and legal allegations contained in Brimer's Notice and
16 Complaint and maintain that all products that they have sold and distributed in California, including the
17 products defined in Section 1.5 above, have been and are in compliance with all laws. Nothing in this
18 Consent Judgment shall be construed as an admission by defendants of any fact, finding, issue of law, or
19 violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an
20 admission by defendants of any fact, finding, conclusion, issue of law or violation of law, such being
21 specifically denied by defendants. However, this Section shall not diminish or otherwise affect the
22 obligations, responsibilities and duties of defendants under this Consent Judgment.

23 **1.9 Consent to Jurisdiction**

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

28 ///

1 **1.10 Effective Date**

2 For purposes of this Consent Judgment, the term "effective date" shall mean May 22, 2007.

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

4 **2.1 Product Warnings**

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

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

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

19 **(a) Retail Store Sales**

20 **(i) Product Labeling.** From the effective date, a warning will be
21 affixed to the packaging, labeling or directly on the product by defendants or their agent, that states:

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

26 **(ii) Point-of-Sale Warnings.** Defendants may perform their warning
27 obligations by ensuring that signs are posted at retail outlets in the State of California where the products
28 are sold. In order to avail themselves of the point-of-sale option, defendants shall provide a written
notice (via certified mail in the first quarter of each calendar year) to each retailer or distributor to whom

1 defendants sell or transfer the products directly, which informs such retailers or distributors that
2 point-of-sale warnings are required at each retail location in the State of California. Defendants shall
3 include a copy of the warning signs and posting instructions with such notice. Further, defendants must
4 receive and make available for Brimer's inspection, upon request, a written commitment: (a) from each
5 retailer to whom defendants sell products directly that said retailer will post the warning signs; and (b)
6 from each distributor to whom defendants sell products directly that the distributor will transmit the
7 point-of-sale warning notice and instructions to its direct customers. Point-of-sale warnings shall be
8 provided through one or more signs posted in close proximity to the point of display of the products that
9 states:

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

13 **(b) Mail Order Catalog and Internet Sales.** Defendants shall satisfy their
14 warning obligations for products that are sold by mail order catalog or from the Internet to California
15 residents, by providing a warning: (i) in the mail order catalog; (ii) on the website; and/or (iii) with the
16 product when it is shipped to an address in California. Warnings given in the mail order catalog or on
17 the website shall identify the specific product to which the warning applies as further specified in
18 Sections 2.1(b)(i), (ii) and/or (iii) as applicable:

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

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

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

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

4 The designated symbol (shown on Exhibit A attached hereto) must appear on the same page and
5 in close proximity to the display and/or description of the product. On each page where the designated
6 symbol appears, defendants must provide a header or footer directing the consumer to the warning
7 language and definition of the designated symbol.

8 If defendants elect to provide warnings in the mail order catalog, then the warnings must be
9 included in all catalogs offering to sell one or more products printed after May 22, 2007.

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

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

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

23 **WARNING:** Products identified on this page with the following
24 symbol use colored artwork or designs that contains
25 lead, a chemical known to the State of California to
 cause birth defects and other reproductive harm:
 [show designated symbol]

26 **(iii) Package Insert or Label.** For all products sold by catalog or via
27 the Internet, a warning may be provided with the product when it is shipped directly to an individual in
28 California, by either: (a) affixing the following warning language to the packaging, labeling or directly to

1 a specific product; (b) inserting a warning card measuring at least 4" x 6" in the shipping carton which
2 contains the following warning language; or (c) by placing the following warning statement on the
3 packing slip or customer invoice on the line directly below the description of the product on the packing
4 slip or customer invoice:

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

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

11 **WARNING:** The colored artwork or designs used in the
12 following product(s) contains lead, a chemical
13 known to the State of California to cause birth
14 defects or other reproductive harm: [*list products*
15 for which warning is given].

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

20 (c) **Sales to Known Product Resellers.** Where defendants sell products to
21 individuals or entities they know to be in the business of reselling and/or distributing their products
22 (hereinafter product resellers), defendants shall provide the product resellers with written instructions
23 (via certified mail in the first quarter of each calendar year) which instructs such product resellers to
24 attach sticker warnings, as specified in this Section, to the products prior to the resale in California.
25 Defendants must receive and make available for Brimer's inspection, upon request, a written
26 commitment from each product reseller to whom defendants sell products directly that said product
27 resellers will post the warning stickers consistent with the requirements of Proposition 65. Defendants
28 shall provide the product resellers with stickers printed with the following warning to be attached to
product:

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

1 **2.2 Exceptions**

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

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

5 **2.3 Reformulation Standards**

6 The following reformulated products shall be deemed to comply with Proposition 65 and be
7 exempt from any Proposition 65 warning requirements under Sections 2.1: any product containing .06%
8 lead or less by weight in each material used in the products (such as colored artwork or designs).

9 **3. MONETARY PAYMENTS**

10 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

11 The total settlement amount shall be \$80,000, which shall be paid by defendants as set forth
12 herein. Defendants shall receive a credit of \$50,000 against the penalty amount in light of their prompt
13 cooperation with Brimer in resolving this matter. Pursuant to Health & Safety Code §25249.7(b),
14 defendants shall pay the remaining \$30,000 in civil penalties on or before May 22, 2007. Said payment
15 shall be made payable to the "HIRST & CHANLER LLP in Trust For Russell Brimer" and shall be
16 delivered to plaintiff's counsel at the following address:

17 HIRST & CHANLER LLP
18 Attn: Proposition 65 Controller
19 2560 Ninth Street
20 Parker Plaza, Suite 214
21 Berkeley, CA 94710-2565

22 **3.2 Apportionment of Penalties Received**

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

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

30 The parties acknowledge that Brimer and his counsel offered to resolve this dispute without

1 reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue
2 to be resolved after the material terms of the agreement had been settled. Defendants then expressed a
3 desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The
4 parties then attempted to (and did) reach an accord on the compensation due to Brimer and his counsel
5 under the private attorney general doctrine codified at California Code of Civil Procedure §1021.5 for all
6 work performed through the Court's approval of this agreement. Under the private attorney general
7 doctrine, defendants shall reimburse Brimer and his counsel for fees and costs incurred as a result of
8 investigating, bringing this matter to defendants' attention, litigating and negotiating a settlement in the
9 public interest and seeking the Court's approval of the settlement agreement. Defendants shall pay
10 Brimer and his counsel \$30,000 for all attorneys' fees, expert and investigation fees, litigation and related
11 costs. The payment shall be made payable to HIRST & CHANLER LLP and shall be delivered in
12 installments as follows: \$20,000 on or before May 22, 2007; and \$10,000 on or before July 1, 2007, at
13 the following address:

14 HIRST & CHANLER LLP
15 Attn: Proposition 65 Controller
16 2560 Ninth Street
17 Parker Plaza, Suite 214
18 Berkeley, CA 94710-2565

17 **5. RELEASE OF ALL CLAIMS**

18 **5.1 Release of Defendants and Downstream Customers**

19 In further consideration of the promises and agreements herein contained, and for the payments
20 to be made pursuant to Sections 3 and 4, Brimer, on behalf of himself, his past and current agents,
21 representatives, attorneys, successors and/or assignees, and in the interest of the general public, hereby
22 waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases
23 all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits,
24 liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not
25 limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known
26 or unknown, fixed or contingent (collectively "claims"), against defendants and each of their
27 downstream distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers,
28 customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, and their

1 respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister
2 and parent entities (collectively "releasees"). This release is limited to those claims that arise under
3 Proposition 65, as such claims relate to defendants' alleged failure to warn about exposures to or
4 identification of the listed chemical contained in the products.

5 The parties further understand and agree that this release shall not extend upstream to any entities
6 that manufactured the products or any component parts thereof, or any distributors or suppliers who sold
7 the products or any component parts thereof to defendants.

8 **5.2 Defendants' Release of Brimer**

9 Defendants waive any and all claims against Brimer, his attorneys and other representatives, for
10 any and all actions taken or statements made (or those that could have been taken or made) by Brimer
11 and his attorneys and other representatives, whether in the course of investigating claims or otherwise
12 seeking enforcement of Proposition 65 against it in this matter, and/or with respect to the products.

13 **6. COURT APPROVAL**

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

19 **7. SEVERABILITY**

20 If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent
21 Judgment is held by a court to be unenforceable, the validity of the enforceable provisions remaining
22 shall not be adversely affected.

23 **8. ATTORNEYS' FEES**

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

28 ///

1 **9. GOVERNING LAW**

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

7 **10. NOTICES**

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

12 To Defendants:

13 Chris Piper, President
14 Screen-It Graphics of Lawrence, Inc.; Grandstand Sportsware And Glassware
15 2124 Delaware Street
16 Lawrence, KS 66046

17 To Brimer:

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

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

25 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

///

1 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

2 Brimer and defendants agree to mutually employ their best efforts to support the entry of this
3 Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
4 manner. The parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion is
5 required to obtain judicial approval of this Consent Judgment. Accordingly, the parties agree to file a
6 Joint Motion to Approve the Agreement (Joint Motion), the first draft of which defendants' counsel shall
7 prepare, 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). Defendants
9 shall have no additional responsibility to plaintiff's counsel pursuant to Code of Civil Procedure §1021.5
10 or otherwise with regard to reimbursement of any fees and costs incurred with respect to the preparation
11 and filing of the Joint Motion and its supporting declaration or with regard to plaintiff's counsel
12 appearing for a hearing thereon.

13 **14. MODIFICATION**

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

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

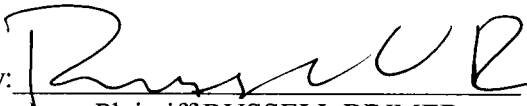
26 ///

27 ///

28 ///

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 style="text-align: center;">AGREED TO:</p> <p>Date: <u>6-4-07</u></p> <p>By:  Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendants SCREEN-IT GRAPHICS OF LAWRENCE, INC; GRANDSTAND SPORTSWARE AND GLASSWARE</p>
<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____ HIRST & CHANLER LLP</p> <p>By: _____ Christopher M. Martin Attorneys for Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____ TOUSSAINT & CARLSON</p> <p>By: _____ John Foreman Attorneys for Defendants SCREEN-IT GRAPHICS OF LAWRENCE, INC; GRANDSTAND SPORTSWARE AND GLASSWARE</p>

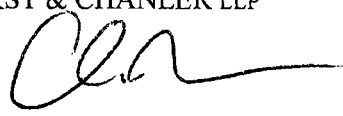
19 **IT IS SO ORDERED.**

20 Date: _____

21 _____
JUDGE OF THE SUPERIOR COURT

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 style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendants SCREEN-IT GRAPHICS OF LAWRENCE, INC; GRANDSTAND SPORTSWARE AND GLASSWARE</p>
<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: <u>May 23, 2007</u> HIRST & CHANLER LLP</p> <p>By:  Christopher M. Martin Attorneys for Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____ TOUSSAINT & CARLSON</p> <p>By: _____ John Foreman Attorneys for Defendants SCREEN-IT GRAPHICS OF LAWRENCE, INC; GRANDSTAND SPORTSWARE AND GLASSWARE</p>

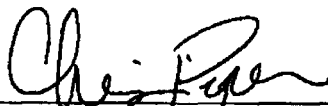

19 **IT IS SO ORDERED.**

20 Date: _____

21 _____
JUDGE OF THE SUPERIOR COURT

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 style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;">AGREED TO:</p> <p>Date: <u>5.16.07</u></p> <p>By:  Defendants SCREEN-IT GRAPHICS OF LAWRENCE, INC; GRANDSTAND SPORTSWARE AND GLASSWARE</p>
<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____ HIRST & CHANLER LLP</p> <p>By: _____ Christopher M. Martin Attorneys for Plaintiff RUSSELL BRIMER</p>	<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: <u>5/17/07</u> TOUSSAINT & CARLSON</p> <p>By:  John Foreman Attorneys for Defendants SCREEN-IT GRAPHICS OF LAWRENCE, INC; GRANDSTAND SPORTSWARE AND GLASSWARE</p>

19 **IT IS SO ORDERED.**

20 Date: _____

21 _____
JUDGE OF THE SUPERIOR COURT

1 **Exhibit A**

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

- 3 Mr. Beer Pilsner Glass, (#30010)
4 Arkansas Glass 1/2 Gallon Clear Growler 64 oz
5 Arkansas Glass One Gallon Clear Growlers
6 Cardinal 30-22539 20.5 oz Minden Mug
7 Cardinal 30-53404 25oz Scandinavian Mug
8 Libbey #131 6.5oz Heavy Base Diplomat Hi-Ball
9 Libbey #1610 Pilsner
10 Libbey #1623 23oz Giant Beer
11 Libbey #1650 2.5oz Super Sham Cordial
12 Libbey #5011 15oz Handled Mug
13 Libbey #5027 15oz Maritime Mug
14 Libbey #14801HT 20oz English Pub Glass (Heat-Treated)
15 Libbey #14810HT 10oz English Pub Glass (Heat-Treated)
16 Libbey #1610 23oz Giant Beer
17 Libbey #1611 23oz Giant Beer
18 Libbey #171B 17oz Cooler (Cobalt)
19 Libbey #195 19oz Pub Glass
20 Libbey #197 22oz Pub Glass
21 Libbey #2233 23oz Deco Football Tumbler
22 Libbey #3715 10.5oz Embassy Royale Poco Grande
23 Libbey #3915 14.75oz Teardrop Beer
24 Libbey #5003 4oz Frankfurt Sampler
25 Libbey #5092 16oz Tankard
26 Libbey #5126 shot glass
27 Libbey #5139 16oz Mixing Glass
28 Libbey #5213 13oz Mug
Libbey #5213B 13oz Mug (Cobalt)
Libbey #5260 60oz Pitcher
Libbey #5272 25oz Super Mug
Libbey #5303 19.5oz Thumbprint Stein
Libbey #57 7oz Straight-Sided Split
Libbey #7513 16oz Vina Goblet
Libbey #77 7oz Straight Sided Split
Libbey #8464 8oz Citation Wine/Beer
Libbey #8764 8oz Napa Country White Wine
Marck 1016 5oz Sampler Glass
Marck 16oz New York Barrel Mug #212 White
Marck El Grande Coffee 1015-02 15oz. Mug White
Marck #7168 11oz Coffee Mug
Owens 1/2 Gallon Amber Growler 64 oz
Owens One Gallon Amber Growler
Vitro Green Champagne Bottle #9362087 750ML

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 B

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

