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BILLCO INTERNATIONAL, INC.
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO
UNLIMITED CIVIL JURISDICTION

RUSSELL BRIMER,

Plaintiff,

v.

SIX FLAGS THEME PARK, INC.; and
DOES 1 through 150, inclusive,

Defendants.

Case No. FCS027180
(Case Transferred from San Francisco
Superior Court – Case No. CGC-05-442879)

Assigned for All Purposes To:
Judge R. Michael Smith
Department 7

**STIPULATION AND [PROPOSED]
ORDER RE: Settlement Agreement**

AND RELATED CROSS ACTIONS

1. INTRODUCTION

1.1 Russell Brimer, Six Flags Theme Park, Inc., Stravina International Holding Company, And Bilco International Inc.

This Settlement Agreement is entered into by and between Russell Brimer (hereinafter "Brimer"), Six Flags Theme Park, Inc. (hereinafter "Six Flags"), Stravina International Holding Company (hereinafter "Stravina"), and Bilco International Inc. (hereinafter "Bilco")(Bilco and Stravina are referred collectively as "cross-defendants"), with Six Flags, Stravina, and Bilco collectively referred to as the "Defendants." Brimer, Six Flags, Stravina, and Bilco are collectively referred to as the "Parties."

1.2 Brimer

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

1.3 Six Flags, Stravina, And Bilco

Six Flags, Stravina, and Bilco each allegedly employ ten or more persons and are persons

1 in the course of doing business for purposes of Proposition 65.

2 **1.4 General Allegations**

3 Brimer alleges that Six Flags is liable for the manufacture, distribution and/or sale in the
4 State of California of glassware and/or ceramic ware intended for the consumption of food or
5 beverages with colored artwork or designs on the exterior (containing lead) sold by Six Flags
6 Theme Park, Inc. Lead is listed pursuant to the Safe Drinking Water and Toxic Enforcement Act
7 of 1986, California Health & Safety Code §§25249.5 *et. seq.* ("Proposition 65"), as a chemical
8 known to the State of California to cause birth defects and other reproductive harm. Lead shall be
9 referred to herein as the "Listed Chemical." Six Flags has filed cross-complaints against Stravina
10 and Billco alleging the manufacture, distribution, and/or sale of the same products.

11 **1.5 Product Description**

12 The products that are covered by this Settlement Agreement are defined as follows:
13 glassware and/or ceramic ware intended for the consumption of food or beverages with colored
14 artwork or designs on the exterior, including but not limited to the glassware products identified in
15 Exhibit A to this Settlement Agreement and sold at retail stores owned by, operated upon the
16 premises of property owned by, or sold through Six Flags Theme Park, Inc. or any of its
17 subsidiary, parent or sister companies. All such glassware and/or ceramic ware intended for the
18 consumption of food or beverages with colored artwork or designs on the exterior shall be referred
19 to herein as the "Products."

20 **1.6 Notices of Violation**

21 On or about September 2, 2004, Brimer served Six Flags Theme Park, Inc., and various
22 public enforcement agencies with a document entitled "60-Day Notice of Violation" (the "Six
23 Flags Notice") that provided Six Flags Theme Park, Inc. and such public enforcers with notice that
24 alleged that Six Flags Theme Park, Inc. was in violation of California Health & Safety Code
25 §25249.6 for failing to warn consumers and customers that the Products that Six Flags Theme
26 Park, Inc., sold exposed users in California to the Listed Chemical. On or before March 14, 2006,
27 Six Flags Theme Park, Inc., filed cross-complaints against Stravina and Billco in this action,
28 thereby putting Stravina and Billco on notice of allegations that it was the distributor and/or

1 manufacturer of products at issue and in violation of California Health & Safety Code §25249.6
2 for allegations of failure to warn consumers and customers that the Products that Stravina and
3 Bilco sold exposed users in California to the Listed Chemical.

4 **1.7 Complaint**

5 On July 7, 2005, Brimer filed a complaint (hereafter referred to as the "Complaint" or the
6 "Action") in the Superior Court in and for the City and County of San Francisco against Six Flags
7 Theme Park, Inc. and Does 1 through 150, (*Brimer v. Six Flags Theme Park, Inc.*, San Francisco
8 Superior Court, Case No. CGC05-442879) alleging violations of Health & Safety Code §25249.6
9 based on the alleged exposures to the Listed Chemical contained in the Products sold by Six Flags
10 Theme Park, Inc. On or before January 3, 2006, the transfer of the case to the Superior Court for
11 the County of Solano was completed (*Brimer v. Six Flags Theme Park, Inc.*, Solano County
12 Superior Court Case No. FCSD27180). On or before March 24, 2006, Six Flags Theme Park, Inc.,
13 filed cross-complaints against Stravina and Bilco, contending that they manufactured and/or
14 distributed certain products at issue in the case.

15 **1.8 No Admission**

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

26 **1.9 Consent to Jurisdiction**

27 For the purposes of this Settlement Agreement only, the parties stipulate that this Court has
28 jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is proper

1 in the County of Solano, and that this Court has jurisdiction to enter and enforce the provisions of
2 this Settlement Agreement.

3 **1.10 Effective Date**

4 For purposes of this Settlement Agreement, the term "Effective Date" shall mean March
5 15, 2007.

6 **2.0 INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

7 **2.1** After the Effective Date, Six Flags shall not sell, ship or offer to be shipped for sale
8 in California Products containing the Listed Chemical unless such Products are sold or shipped
9 with the clear and reasonable warnings set out in Section 2.2 or comply with the Reformulation
10 Standards set forth in Section 2.3.

11 Any warning issued for Products pursuant to this Section 2.2 below shall be prominently
12 placed with such conspicuousness as compared with other words, statements, designs, or devices
13 as to render it likely to be read and understood by an ordinary individual under customary
14 conditions before purchase or, for Products shipped directly to an individual in California, before
15 use.

16 **2.2 Product Warnings**

17 **2.2.1** Clear and Reasonable Warnings. This Section describes Six Flags' options
18 for satisfying the warning obligations required by Section 2.1, depending, in part, on the manner of
19 sale:

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 by Six Flags or its downstream
23 agent (not including Stravina or Bilco), that states:

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

28 Or

(ii) Point-of-Sale Warnings. Six Flags may perform its warning

1 obligations by posting signs at retail outlets in the State of California where the Products are sold.
 2 Point-of-sale warnings shall be provided through one or more signs posted in close proximity to
 3 the point of display of the Products that state:

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

8 A point-of-sale warning shall be provided in a manner such that the consumer understands
 9 to which *specific* Products the warning applies, so that an overwarning situation does not arise.

10 **(b) Mail Order Catalog and Internet Sales.** Six Flags shall satisfy its
 11 warning obligations for Products that are sold by mail order catalog or from the internet to
 12 California residents, by providing a warning: (a) in the mail order catalog and/or on the website; or
 13 (b) with the Product when it is shipped to an address in California. Warnings given in the mail
 14 order catalog or on the website shall identify the *specific* Product to which the warning applies as
 15 further specified in Sections 2.2.1(b)(i), (ii) and/or (iii) as applicable:

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

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

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

WARNING: The materials used as colored decorations on
 the exterior of certain products identified with this symbol
 [Designated Symbol] and offered for sale in this catalog
 contain lead, a chemical known to the State of California to
 cause birth defects and other reproductive harm.

1 The Designated Symbol must appear on the same page and in close proximity to the display
2 and/or description of the Product. On each page where the Designated Symbol appears, Six Flags
3 must provide a header or footer directing the consumer to the warning language and definition of
4 the Designated Symbol.

5 If Six Flags elects to provide warnings in the mail order catalog, then the warnings must be
6 included in all catalogs offering to sell one or more Products printed after March 20, 2007.

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

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

18 Alternatively, the Designated Symbol may appear adjacent to or immediately following the
19 display, description or price of the Product for which a warning is being given, provided that the
20 following warning statement also appears elsewhere on the same web page:

21 **WARNING:** Products identified on this page with the
22 following symbol use materials as colored decorations on
their exterior that contain lead, a chemical known to the State
23 of California to cause birth defects and other reproductive
harm: [show Designated Symbol]

24 (iii) **Package Insert or Label.** For all Products sold by catalog or
25 via the internet, a warning may be provided with the Product when it is shipped directly to an
26 individual in California, by either: (a) affixing the following warning language to the packaging,
27 labeling or directly to a specific Product; (b) inserting a warning card measuring at least 4" x 6" in
28 the shipping carton which contains the following warning language; or (c) by placing the

1 following warning statement on the packing slip or customer invoice on the line directly below the
2 description of the Product on the packing slip or customer invoice:

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

7 Alternatively, Six Flags may place the following language on the packing slip or invoice
8 and specifically identifying the Product in lettering of the same size or larger as the description of
9 the Product:

10 **WARNING:** The materials used as colored decorations on
11 the exterior of the following product(s) contain lead, a
12 chemical known to the State of California to cause birth
13 defects or other reproductive harm: *[list products for which
14 warning is given]*.

15 Six Flags shall, in any of these instances where the consumer does not receive a warning prior to
16 purchase and shipment, inform the consumer, in a conspicuous manner, that he or she may return
17 the Product for a full refund (including shipping costs for both the receipt and the return of the
18 Product) within 30 days of his or her receipt of the Product.

19 **2.2.2 Exceptions**

20 The warning requirements set forth in Section 2.2.1 shall not apply to:

- 21 (i) Any Products shipped to a third party before the Effective Date; or
- 22 (ii) Reformulated Products (as defined in Section 2.3 below).

23 **2.3 Reformulation Standards**

24 The following Products shall be deemed "Reformulated Products" and to comply with
25 Proposition 65 and be exempt from any Proposition 65 warning requirements under Sections 2.2:
26 The products must only utilize decorating materials that contain six one-hundredths of one percent
27 (0.06%) or less of lead by weight; and there must be no detectable lead in the lip-and-rim area.

28 **2.4 Reformulation Commitment**

Stravina and Bilco hereby commit that all Products that they ship for sale in California
after August 1, 2007 shall qualify as Reformulated Products.

1 **3. MONETARY PAYMENTS**

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

3 The total settlement amount shall be \$4,000, which shall be paid by Stravina as set forth
4 herein. The payment of \$4,000 shall be made on or before March 20, 2007. Said payment shall be
5 made payable to the "HIRST & CHANLER LLP in Trust For Russell Brimer" and shall be
6 delivered to Brimer's counsel at the following address:

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

10 **3.2 Penalties Paid By Bilco Pursuant to Health & Safety Code §25249.7 (b)**

11 The total settlement amount shall be \$2,000, which shall be paid by Bilco as set forth
12 herein. The payment of \$2,000 shall be made on or before April 13, 2007. Said payment shall be
13 made payable to the "HIRST & CHANLER LLP in Trust For Russell Brimer" and shall be
14 delivered to Brimer's counsel at the following address:

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

19 **3.3 Apportionment of Penalties Received**

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

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

27 Under the private attorney general doctrine codified at California Code of Civil Procedure
28 §1021.5. Stravina and Bilco shall each reimburse Brimer and his counsel for fees and costs

1 incurred in this matter including, but not limited to investigating, bringing this matter to Six Flags'
2 attention and negotiating a settlement in the public interest. Stravina and Bilco shall each pay
3 Brimer and his counsel \$10,000 for all attorneys' fees, expert and investigation fees, litigation and
4 related costs. The payment shall be made payable to HIRST & CHANLER LLP and shall be
5 delivered on or before April 13, 2007, at the following address:

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

11 Nothing in this Section shall be construed as an admission of liability by Defendants as set forth in
12 Section 1.8 herein.

13 **5. RELEASE OF ALL CLAIMS**

14 **5.1 Release of Six Flags and Downstream Customers**

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

1 Chemical contained in the Products, at any park or property owned and/or operated in California.

2 **5.2 Release of Stravina, Billco and Downstream Customers**

3 Six Flags, on behalf of itself, its past and current agents, representatives, attorneys,
4 successors and/or assignees, and in the interest of the general public, hereby waives all rights to
5 institute or participate in, directly or indirectly, any form of legal action and releases all claims,
6 relating to the manufacturing and/or supply of the Products involved, including, without
7 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
8 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,
9 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or
10 unknown, fixed or contingent (collectively "Claims"), against Stravina and Billco and each of their
11 downstream distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees,
12 dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries,
13 and their respective officers, directors, attorneys, insurers including Preferred Mutual Insurance
14 Company, representatives, shareholders, agents, and employees, and sister and parent entities
15 (collectively "Releasees"). This release is limited to those claims that arise under Proposition 65,
16 as such claims relate to Six Flags' alleged failure to warn about exposures to or identification of
17 the Listed Chemical contained in the Products.

18 **5.3 Defendants' Release of Brimer**

19 Six Flags, Stravina and Billco waive any and all claims against Brimer, his attorneys and
20 other representatives, for any and all actions taken or statements made (or those that could have
21 been taken or made) by Brimer and his attorneys and other representatives, whether in the course of
22 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
23 and/or with respect to the Products.

24 **6. COURT APPROVAL**

25 This Settlement Agreement is not effective until it is approved and entered by the Court and
26 shall be null and void if, for any reason, it is not approved and entered by the Court within one year
27 after it has been fully executed by all parties, in which event any monies that have been provided to
28 plaintiff or his counsel, pursuant to Section 3 and/or Section 4 above, shall be refunded within

1 fifteen (15) days after receiving written notice from Six Flags, Stravina, and/or Billco that the one-
2 year period has expired.

3 **7. SEVERABILITY**

4 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this
5 Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable
6 provisions remaining shall not be adversely affected.

7 **8. ATTORNEYS' FEES**

8 In the event that a dispute arises with respect to any provision of this Settlement
9 Agreement, the prevailing party shall, except as otherwise provided herein, be entitled to recover
10 reasonable costs and attorneys' fees incurred in connection with such dispute.

11 **9. GOVERNING LAW**

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

18 **10. NOTICES**

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

23 To Six Flags:

24 Six Flags Theme Park, Inc.
25 c/o Michael L. Amaro
26 PRINDLE, DECKER & AMARO LLP
27 310 Golden Shore, Fourth Floor
28 P.O. Box 22711
Long Beach, CA 90831-2700

1 To Stravina:

2 Stravina International Holding Company
3 c/o Tina I. Mangarpan
4 FORD, WALKER, HAGGERTY & BEHAR
One World Trade Center, Twenty-Seventh Floor
Long Beach, CA 90831-2700

5 To Bilco:

6 Bilco International Holding Company
7 c/o Michael Case
8 WILSON, ELSER, MOSKOWITZ,
9 EDELMAN & DICKER LLP
3 Gannett Drive
White Plains, NY 10604

10 To Brimer:

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

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

16 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

17 This Settlement Agreement may be executed in counterparts and by facsimile, each of
18 which shall be deemed an original, and all of which, when taken together, shall constitute one and
19 the same document.

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

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

23 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

24 The parties agree to mutually employ their best efforts to support the entry of this
25 Agreement as a Settlement Agreement and obtain approval of the Settlement Agreement by the
26 Court in a timely manner. The parties acknowledge that, pursuant to Health & Safety Code
27 §25249.7, a noticed motion is required to obtain judicial approval of this Settlement Agreement.
28 Accordingly, the parties agree to file a Motion to Approve the Agreement (“motion”). The

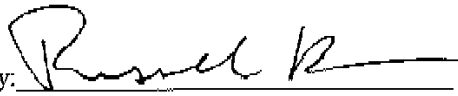
1 Procedure §1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with
 2 respect to the preparation and filing of the motion or with regard to plaintiff's counsel appearing
 3 for the hearing thereon.

4 **14. MODIFICATION**

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


10 **15. AUTHORIZATION**

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

<p>14 AGREED TO:</p> <p>15 Date: <u>3-1-07</u></p> <p>16</p> <p>17 By: <u></u></p> <p>18</p> <p>19 RUSSELL BRIMER</p>	<p>14 AGREED TO:</p> <p>15 Date: _____</p> <p>16</p> <p>17 By: _____</p> <p>18</p> <p>19 STRAVINA INTERNATIONAL</p> <p>20 HOLDING COMPANY</p>
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<p align="center">APPROVED AS TO FORM:</p> <p>Date: <u>3/1/07</u></p> <p>HIRST & CHANLER LLP</p> <p>By: <u></u></p> <p>Christopher M. Martin Attorneys for RUSSELL BRIMER</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>FORD, WALKER, HAGGERTY & BEHAR</p> <p>By: _____</p> <p>Tina I. Mangarpan Attorneys STRAVINA INTERNATIONAL HOLDING COMPANY</p>
<p align="center">AGREED TO:</p> <p>Date: _____</p> <p>By: _____</p> <p>SIX FLAGS THEME PARK, INC.</p>	<p align="center">AGREED TO:</p> <p>Date: _____</p> <p>By: _____</p> <p>BILLCO INTERNATIONAL, INC.</p>
<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>PRINDLE, DECKER & AMARO LLP</p> <p>By: _____</p> <p>Michael L. Amaro Attorneys for SIX FLAGS THEME PARK, INC.</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>WILSON, ELSER, MOSKOWITZ, ELDERMAN & DICKER LLP</p> <p>By: _____</p> <p>Edward P. Garson Attorneys for BILLCO INTERNATIONAL, INC.</p>

IT IS SO ORDERED.

Date: _____ JUDGE OF THE SUPERIOR COURT



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SIX FLAGS INC

04.05.06 p.m. 03-26-2007

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<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>HIRST & CHANLER LLP</p> <p>By: _____ Christopher M. Martin Attorneys for RUSSELL BRIMER</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>FORD, WALKER, HAGGERTY & BEHAR</p> <p>By: _____ Tina I. Mangarpan Attorneys STRAVINA INTERNATIONAL HOLDING COMPANY</p>
<p align="center">AGREED TO:</p> <p>Date: <u>3/26/07</u></p> <p>By:  SIX FLAGS THEME PARK, INC.</p>	<p align="center">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ BILLCO INTERNATIONAL, INC.</p>
<p align="center">APPROVED AS TO FORM:</p> <p>Date: <u>3/26/07</u></p> <p>PRINDLE, DECKER & AMARO LLP</p> <p>By:  Michael L. Amaro Attorneys for SIX FLAGS THEME PARK, INC.</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>WILSON, ELSER, MOSKOWITZ, ELDERMAN & DICKER LLP</p> <p>By: _____ Edward P. Garson Attorneys for BILLCO INTERNATIONAL, INC.</p>

IT IS SO ORDERED.

Date: _____ JUDGE OF THE SUPERIOR COURT _____

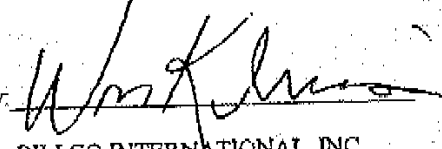
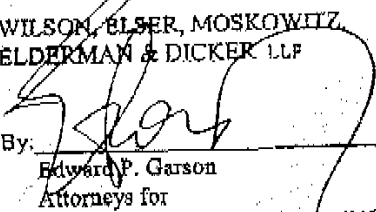
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BILCO INTERNATIONAL

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1	APPROVED AS TO FORM:		APPROVED AS TO FORM:	
2	Date: _____		Date: _____	
3	HIRST & CHANLER LLP		FORD, WALKER, HAGGERTY & BEHAR	
4	By: _____		By: _____	
5	Christopher M. Martin		Tina I. Mangarpan	
6	Attorneys for		Attorneys	
7	RUSSELL BRIMER		STRAVINA INTERNATIONAL	
8			HOLDING COMPANY	
9	AGREED TO:		AGREED TO:	
10	Date: _____		Date: <u>3/13/07</u>	
11	By: _____		By: 	
12	SIX FLAGS THEME PARK, INC.		BILLCO INTERNATIONAL, INC.	
13				
14	APPROVED AS TO FORM:		APPROVED AS TO FORM:	
15	Date: _____		Date: <u>3/27/07</u>	
16	PRINDLE, DECKER & AMARO LLP		WILSON, ELSER, MOSKOWITZ	
17	By: _____		ELDERMAN & DICKER LLP	
18	Michael L. Amaro			
19	Attorneys for		Attorneys for	
20	SIX FLAGS THEME PARK, INC.		BILLCO INTERNATIONAL, INC.	
21				
22	IT IS SO ORDERED.			
23	Date: _____		JUDGE OF THE SUPERIOR COURT	
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14
STIPULATION AND (PROPOSED) ORDER RE: Settlement Agreement

RECEIVED TIME MAR. 13. 4:22PM

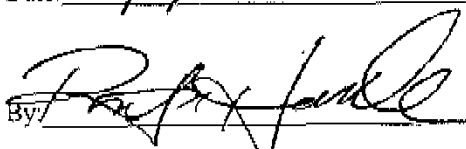
1 defendants shall have no additional responsibility to plaintiff's counsel pursuant to Code of Civil
 2 Procedure §1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with
 3 respect to the preparation and filing of the motion or with regard to plaintiff's counsel appearing
 4 for the hearing thereon.

5 **14. MODIFICATION**

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

11 **15. AUTHORIZATION**

12 The undersigned are authorized to execute this Settlement Agreement on behalf of their
 13 respective Parties and have read, understood and agree to all of the terms and conditions of this
 14 Settlement Agreement.

<p>15 AGREED TO:</p> <p>16 Date: _____</p> <p>17</p> <p>18 By: _____</p> <p>19</p> <p>20 RUSSELL BRIMER</p> <p>21</p>	<p>15 AGREED TO:</p> <p>16 Date: <u>3/5/07</u></p> <p>17</p> <p>18 </p> <p>19 By: _____</p> <p>20 STRAVINA INTERNATIONAL</p> <p>21 HOLDING COMPANY</p>
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<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>HIRST & CHANLER LLP</p> <p>By: _____</p> <p>Christopher M. Martin Attorneys for RUSSELL BRIMER</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: <u>3-8-07</u></p> <p>FORD, WALKER, HAGGERTY & BEHAR</p> <p>By: <u>Tina I. Mangarjan</u></p> <p>Tina I. Mangarjan Attorneys STRAVINA INTERNATIONAL HOLDING COMPANY</p>
<p align="center">AGREED TO:</p> <p>Date: _____</p> <p>By: _____</p> <p>SIX FLAGS THEME PARK, INC.</p>	<p align="center">AGREED TO:</p> <p>Date: _____</p> <p>By: _____</p> <p>BILLCO INTERNATIONAL, INC.</p>
<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>PRINDLE, DECKER & AMARO LLP</p> <p>By: _____</p> <p>Michael L. Amaro Attorneys for SIX FLAGS THEME PARK, INC.</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>WILSON, ELSER, MOSKOWITZ, ELDERMAN & DICKER LLP</p> <p>By: _____</p> <p>Edward P. Garson Attorneys for BILLCO INTERNATIONAL, INC.</p>

IT IS SO ORDERED.

Date: _____ JUDGE OF THE SUPERIOR COURT

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Exhibit A

The Products that are covered by this Settlement Agreement include, but are not limited to:
1. *Hex Shot Glasses, UPC 4 0001 203231*