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5 Attorneys for Plaintiffs
6 RUSSELL BRIMER and
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11 Attorneys for Defendants
CPP INTERNATIONAL LLC,
12 dba CAROLINA PAD & PAPER

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

18 RUSSELL BRIMER and
ANTHONY E. HELD, Ph.D., P.E.,

19 Plaintiff,

20 v.

21 CPP INTERNATIONAL LLC,
22 and DOES 1 through 150, inclusive,

23 Defendants.
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27
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Case No.

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

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 This Consent Judgment is entered into by and between plaintiffs Russell Brimer and
4 Anthony E. Held, Ph.D., P.E. (individually “Brimer” or “Held,” and collectively “Plaintiffs”) on
5 the one hand, and defendants CPP International LLC dba Carolina Pad & Paper (collectively
6 “CPP” or “Defendant”) on the other hand, with Plaintiffs and Defendant collectively referred to as
7 the “Parties.”

8 **1.2 Plaintiff**

9 Brimer and Held represent that they are individuals residing in California who seek to
10 promote awareness of exposures to toxic chemicals and improve human health by reducing or
11 eliminating hazardous substances contained in consumer products.

12 **1.3 Defendant**

13 CPP acknowledges that it employs ten or more persons and is a “person in the course of
14 doing business” within the meaning of the Safe Drinking Water and Toxic Enforcement Act of
15 1986, California Health & Safety Code §25249.6 *et seq.* (“Proposition 65”).

16 **1.4 General Allegations**

17 Brimer and Held allege that CPP has distributed and/or sold in the State of California vinyl
18 laptop tote bags containing lead and di(2ethylhexyl)phthalate (“DEHP”), specifically the *Eye*
19 *Candy Fashion Laptop Tote (#0 79784 28734 1)*. Lead and DEHP are listed pursuant to
20 Proposition 65 as chemicals known to the State of California to cause cancer, birth defects and
21 other reproductive harm. Lead and DEHP shall be referred to herein as the “Listed Chemicals.”

22 **1.5 Product Description**

23 The products that are covered by this Consent Judgment are defined as follows: vinyl
24 laptop tote bags containing lead and DEHP, specifically the *Eye Candy Fashion Laptop Tote (#0*
25 *79784 28734 1)*. Such vinyl laptop tote bags shall be referred to herein as the “Covered Products.”

26 **1.6 Notice of Violation**

27 On or about July 17, 2009, Brimer served CPP, Wal-Mart Stores, Inc., and various public
28 enforcement agencies with a document entitled “60-Day Notice of Violation” (“Notice”) alleging

1 that Defendant was in violation of California Health & Safety Code §25249.6 for failing to warn
2 consumers that the Covered Products exposed users in California to lead. To the best of the
3 Parties' knowledge, no public enforcer has diligently prosecuted the allegations set forth in this
4 Notice.

5 On or about August 14, 2009, Held served CPP, Wal-Mart Stores, Inc., and various public
6 enforcement agencies with a Notice alleging that Defendant was in violation of California Health
7 & Safety Code §25249.6 for failing to warn consumers that the Covered Products exposed users in
8 California to DEHP. To the best of the Parties' knowledge, no public enforcer has commenced
9 and is diligently prosecuting the allegations set forth in the Notice.

10 **1.7 Settlement Discussions**

11 CPP responded to the Notices within the 60-day periods, denied the allegations including
12 Plaintiffs' claims that the Covered Products caused exposure to the Listed Chemicals, exchanged
13 product information, and reached the settlement described herein shortly after the expiration of the
14 60-day notice periods.

15 **1.8 Complaint**

16 No later than January 15, 2010, Plaintiffs, acting in the interest of the general public in
17 California and pursuant to the Parties' settlement, shall file a complaint ("Complaint" or "Action")
18 in the Superior Court in and for the County of San Francisco against CPP and Does 1 through 150,
19 alleging violations of California Health & Safety Code §25249.6 based on the alleged exposures to
20 the Listed Chemicals contained in the Covered Products.

21 **1.9 No Admission**

22 CPP denies the material, factual, and legal allegations contained in Plaintiffs' Notices and
23 Complaint, and maintains that all products that it has sold and/or distributed in the State of
24 California, including the Covered Products, have been and are in compliance with all laws,
25 including without limitation Proposition 65. Nothing in this Consent Judgment shall be construed
26 as an admission by CPP of any fact, finding, issue of law, or violation of law, nor shall compliance
27 with this Consent Judgment constitute or be construed as an admission by CPP of any fact,
28 finding, conclusion, issue of law, or violation of law, such being specifically denied by CPP.

1 However, this Section shall not diminish or otherwise affect the obligations, responsibilities, and
2 duties of CPP under this Consent Judgment.

3 **1.10 Consent to Jurisdiction**

4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
5 jurisdiction over CPP as to the allegations contained in the Complaint, that venue is proper in the
6 County of San Francisco and that this Court has jurisdiction to enter and enforce the provisions of
7 this Consent Judgment.

8 **1.11 Effective Date**

9 For purposes of this Consent Judgment, the term "Effective Date" shall mean January 29,
10 2010.

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

12 **2.1 Reformulation Standards**

13 Reformulated Products are defined as those Covered Products containing components that
14 may be handled, touched or mouthed by a consumer, which components yield less than 1.0
15 microgram of lead when using a wipe test pursuant to NIOSH Test Method 9100, or yield less
16 than or equal to 300 parts per million ("ppm") of lead when analyzed pursuant to Environmental
17 Protection Agency ("EPA") testing methodologies 3050B and/or 6010B, or another method of
18 detection and analysis for lead authorized under Title 27 California Code of Regulations ("CCR")
19 §25900; and Covered Products containing less than 1,000 ppm of DEHP, as measured by EPA
20 testing methodologies 3580A, 3550C and/or 8270C, or another method of detection and analysis
21 for DEHP authorized under 27 CCR §25900. The warnings required pursuant to Section 2.2
22 below shall not be required for Reformulated Products.

23 **2.2 Product Warnings**

24 After the Effective Date, CPP shall not sell, ship, or offer to be shipped for sale in the State
25 of California Covered Products containing the Listed Chemicals, unless such Covered Products
26 are sold or shipped for sale in the State of California with one of the clear and reasonable warnings
27 set forth in subsections 2.1(a), are otherwise exempt pursuant to Section 2.2, or comply with the
28 reformulation standards set forth in Section 2.4.

1 Each warning shall be prominently placed with such conspicuousness as compared with
2 other words, statements, designs, or devices as to render it likely to be read and understood by an
3 ordinary individual under customary conditions before purchase or use.

4 (a) **Retail Store Sales.**

5 (i) **Product Labeling.**

6 CPP may perform its warning obligation by ensuring that a warning is affixed to the
7 packaging, labeling, or directly on each Covered Product sold in the State of California that states:

8 **WARNING:** This product contains DEHP (a phthalate)
9 and lead, chemicals known to the State of
10 California to cause birth defects and other
reproductive harm.

11 (ii) **Point-of-Sale Warnings.**

12 CPP may perform its warning obligations by providing warning signs, via certified mail in
13 the form below, to its customers in the State of California with clear instructions to post the
14 warnings in close proximity¹ to the point of display of the Covered Products so that the consumer
15 knows to which product the warning refers:

16 **WARNING:** This product contains DEHP (a phthalate)
17 and lead, chemicals known to the State of
18 California to cause birth defects and other
reproductive harm.

19 **2.3 Exceptions To Warning Requirements**

20 The warning requirements set forth in Section 2.2 shall not apply to:

21 (a) Any Covered Products shipped by CPP before the Effective Date (however,
22 Covered Products shipped before the Effective Date that remain in inventory are governed
23 by Section 2.4 below); or

24 (b) Reformulated Products (as defined in Sections 2.1 above).

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26
27 ¹ For purposes of the Consent Judgment, "sold in proximity" shall mean that the Covered Product and
28 another product are offered for sale close enough to each other that the consumer, under customary conditions of
purchase, could not reasonably determine which of the two products is subject to the warning sign.

1 **2.4 Reformulation Commitment**

2 Commencing on the Effective Date, CPP shall not ship, sell or offer to be shipped for sale
3 in California any Covered Product unless such Covered Product is “Lead and DEHP Free,” as
4 provided in Section 2.1 above. For purposes of this Consent Judgment, “Lead and DEHP Free”
5 products shall mean Covered Products that meet the Reformulation Standards of Section 2.1
6 above, and such Covered Products are referred to herein as “Reformulated Products.”

7 **2.5 Requirements for Products Remaining in Inventory in California**

8 For Covered Products distributed and sold before the Effective Date that are not
9 Reformulated Products and remain in inventory with retailers and distributors, CPP must either
10 provide Proposition 65 warnings or request that the retailer or distributor return the unsold
11 Covered Products. To this end, CPP represents and warrants that it has contracted with Retail
12 Integrity Merchandising Solutions to label Covered Products, other than Reformulated Products,
13 Inc., remaining in inventory at retailers and distributors in California, with warning stickers
14 containing the following language:

15 WARNING: This product contains DEHP (a phthalate) and
16 lead, chemicals known to the State of
17 California to cause birth defects and other
 reproductive harm.

18 CPP represents and warrants that it has provided Retail Integrity Merchandising Solutions, Inc.,
19 with instructions that the stickers be placed on the product packaging for those Covered Products
20 that remain on the sales floor of the retailer or are otherwise in inventory at the store or
21 distribution facility; that such warning stickers shall be prominently placed with such
22 conspicuousness as compared with other words, statements, designs or devices as to render it
23 likely to be read and understood by an ordinary individual under customary conditions before
24 purchase; and that Retail Integrity Merchandising Solutions, Inc., has confirmed that it has
25 completed such labeling at retailers and distributors in California.

26 ///

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1 **3. MONETARY PAYMENTS**

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

3 In settlement of all the claims referred to in this Consent Judgment, CPP shall pay \$8,500
4 in civil penalties to be apportioned in accordance with California Health & Safety Code §25192,
5 with 75% of these funds remitted to the State of California's Office of Environmental Health
6 Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Brimer and
7 Held as provided by California Health & Safety Code §25249.12(d). CPP shall issue two separate
8 checks for the penalty payment: (a) one check made payable to "Chanler Law Group in Trust For
9 OEHHA" in the amount of \$6,375, representing 75% of the total penalty; and (b) one check to
10 "Chanler Law Group in Trust for Russell Brimer and Anthony Held" in the amount of \$2,125, to
11 be divided equally between them, representing 25% of the total penalty. Three separate 1099s
12 shall be issued for the above payments: (a) OEHHA, P.O. Box 4010, Sacramento, CA, 95814
13 (EIN: 68-0284486); (b) Russell Brimer, whose information shall be provided at least ten calendar
14 days before the payment is due.; and (c) Anthony Held, whose information shall be provided at
15 least ten calendar days before the payment is due.

16 Payment shall be delivered on or before January 29, 2010, to counsel for Brimer and Held
17 at the following address:

18 Chanler Law Group
19 Attn: Proposition 65 Controller
20 2560 Ninth Street
21 Parker Plaza, Suite 214
22 Berkeley, CA 94710-2565

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

24 **4.1 Attorney Fees and Costs**

25 The Parties acknowledge that Brimer and Held and their counsel offered to resolve this
26 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
27 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
28 After the other settlement terms had been finalized, the Parties attempted to (and did) reach an
accord on the compensation due to Brimer and Held and their counsel under general contract
principles and the private attorney general doctrine codified at California Code of Civil Procedure

1 (CCP) §1021.5, for all work performed through the mutual execution of this agreement and the
2 anticipated work to seek court approval. CPP shall reimburse Brimer, Held and their counsel a
3 total of \$25,000 for fees and costs incurred as a result of investigating, bringing this matter to
4 CPP's attention, negotiating a settlement in the public interest, and preparing the Complaint and
5 pleadings in support of court approval of this Consent Judgment. CPP shall issue a separate 1099
6 for fees and costs (EIN: 20-3929984) and shall make the check payable to "Chanler Law Group,"
7 which shall be delivered on or before January 29, 2010, to counsel for Brimer and Held at the
8 following address:

9 Chanler Law Group
10 Attn: Proposition 65 Controller
11 2560 Ninth Street
12 Parker Plaza, Suite 214
13 Berkeley, CA 94710-2565

14 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval.**

15 Pursuant to CCP §§1021 and 1021.5, the Parties agree that Defendants will reimburse
16 Brimer and Held and their counsel for their reasonable fees and costs incurred in seeking judicial
17 approval of this settlement agreement in the trial court, in an amount not to exceed \$5,000. Such
18 additional fees and costs, exclusive of fees and costs that may be incurred in the event of an
19 appeal, include, but are not limited to, drafting and filing of the motion to approve papers,
20 fulfilling the reporting requirements referenced in Health & Safety Code §25249.7(f),
21 corresponding with opposing counsel responding to any third party objections and appearing
22 before the Court related to the approval process.

23 Reimbursement of such additional fees and costs shall be due within ten days after receipt
24 of a billing statement from Brimer and Held ("Additional Fee Claim"). Payment of the Additional
25 Fee Claim shall be made to "Chanler Law Group," and the payment shall be delivered, at the
26 following address:

27 Chanler Law Group
28 Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

CPP has the right to object to such reimbursement and may submit the resolution of this

1 issue to the American Arbitration Association (AAA) in Northern California to determine the
2 reasonableness of the additional fees and costs sought, provided that an arbitration such notice of
3 objection or decision to arbitrate is received by Brimer and Held by the end of the seven calendar
4 days. If an arbitration notice is not filed with AAA in a timely manner, Brimer and Held may file a
5 motion with the Court pursuant to both CCP §1021.5 and this settlement agreement to recover
6 additional attorney fees and costs incurred as set forth in this paragraph. In the event CPP submits
7 the matter to arbitration, Brimer and Held may seek, pursuant to CCP §1021.5, reasonable attorney
8 fees and costs incurred for the arbitration.

9 **5. RELEASE OF ALL CLAIMS**

10 **5.1 Plaintiffs' Release of Defendant**

11 In further consideration of the promises and agreements herein contained, and for the
12 payments to be made pursuant to Sections 3 and 4 of this Consent Judgment, Brimer and Held on
13 behalf of themselves, their past and current agents, representatives, attorneys, successors, and/or
14 assignees, and in the interest of the general public, hereby waives all rights to institute or
15 participate in, directly or indirectly, any form of legal action and releases all claims, including,
16 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
17 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
18 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or
19 unknown, fixed or contingent (collectively "Claims"), against CPP and each of its downstream
20 distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers
21 (including without limitation Wal-Mart Stores, Inc., and its affiliates and subsidiaries), owners,
22 purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers,
23 directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent
24 entities (collectively "Releasees"). This release is limited to those Claims that arise under
25 Proposition 65 as such claims relate to the alleged failure of CPP and Releasees to warn about
26 exposures to the Listed Chemicals contained in the Covered Products. CPP's compliance with this
27 Consent Judgment shall constitute compliance with Proposition 65 for CPP and the Releasees with
28 respect to the Listed Chemicals in the Covered Products after the Effective Date.

1 Brimer and Held also, each in their respective individual capacity only and *not* in their
2 representative capacity, provides a general release herein which shall be effective as a full and
3 final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
4 attorneys' fees, damages, losses, claims, liabilities and demands of Brimer and Held of any nature,
5 character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter
6 of this Action. Brimer and Held each acknowledges that he is familiar with Section 1542 of the
7 California Civil Code, which provides as follows:

8
9 A general release does not extend to claims which the creditor does
10 not know or suspect to exist in his or her favor at the time of
executing the release, which if known by him or her must have
materially affected his settlement with the debtor.

11 Brimer and Held, each in his respective individual capacity only and *not* in his
12 representative capacity, expressly waives and relinquishes any and all rights and benefits which he
13 may have under, or which may be conferred on him by the provisions of Section 1542 of the
14 California Civil Code, as well as under any other state or federal statute or common law principle
15 of similar effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining
16 to the released matters. In furtherance of such intention, the release hereby given shall be and
17 remain in effect as a full and complete release notwithstanding the discovery or existence of any
18 such additional or different claims or facts arising out of the released matters.

19 The Parties further understand and agree that the foregoing releases shall not extend
20 upstream to any entities that manufactured the Covered Products for CPP (except for Covered
21 Products manufactured by CPP, if any) or any component parts thereof, or to any distributors or
22 suppliers who sold the Covered Products or any component parts thereof to CPP.

23 **5.2 Defendant's Release of Plaintiffs**

24 CPP waives any and all claims against Brimer and Held, and each of their attorneys and
25 other representatives for any and all actions taken or statements made (or those that could have
26 been taken or made) by Brimer, Held and each of their attorneys and other representatives,
27 whether in the course of investigating claims or otherwise seeking enforcement of Proposition 65
28 against them in this matter, and/or with respect to the Covered Products.

1 CPP also provides a general release herein which shall be effective as a full and final
2 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,
3 attorneys' fees, damages, losses, claims, liabilities and demands of CPP of any nature, character or
4 kind, known or unknown, suspected or unsuspected, arising out of the subject matter of this
5 Action. CPP acknowledges that it is familiar with Section 1542 of the California Civil Code,
6 which provides as follows:

7
8 A general release does not extend to claims which the creditor does
9 not know or suspect to exist in his or her favor at the time of
executing the release, which if known by him or her must have
materially affected his settlement with the debtor.

10 CPP expressly waives and relinquishes any and all rights and benefits which it may have
11 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil
12 Code, as well as under any other state or federal statute or common law principle of similar effect,
13 to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released
14 matters. In furtherance of such intention, the release hereby given shall be and remain in effect as
15 a full and complete release notwithstanding the discovery or existence of any such additional or
16 different claims or facts arising out of the released matters.

17 **6. COURT APPROVAL**

18 This Consent Judgment is not effective until it is approved and entered by the Court and
19 shall be null and void if, for any reason, it is not approved and entered by the Court within one
20 year after it has been fully executed by all Parties, in which event any monies that have been
21 provided to Brimer and Held or their counsel pursuant to Section 3 and/or Section 4 above, shall
22 be refunded within fifteen (15) days after receiving written notice from CPP that the one-year
23 period has expired.

24 **7. SEVERABILITY**

25 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
26 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
27 provisions remaining shall not be adversely affected.

28

1 **8. GOVERNING LAW**

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

8 **9. NOTICES**

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

13 To CPP:

14 Robert Agres, Chief Operating Officer
15 CPP International LLC
16 9144 Arrowpoint Boulevard
17 Charlotte, NC 28273

17 With a copy to:

18 Christopher Locke
19 Farella Braun + Martel LLP
20 235 Montgomery Street, 17th Floor
21 San Francisco, CA 94104

21 To Brimer and Held:

22 Proposition 65 Coordinator
23 Chanler Law Group
24 Attn: Proposition 65 Controller
25 2560 Ninth Street
26 Parker Plaza, Suite 214
27 Berkeley, CA 94710-2565

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

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1 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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

5 **11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

6 Brimer and Held agree to comply with the reporting form requirements referenced in
7 California Health & Safety Code §25249.7(f).

8 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

9 Brimer, Held and CPP agree to mutually employ their best efforts to obtain judicial
10 approval and entry of this Consent Judgment in a timely manner. The Parties acknowledge that,
11 pursuant to California Health & Safety Code §25249.7, a noticed motion is required to obtain
12 judicial approval of this Consent Judgment. Accordingly, Brimer and Held agree to file a Motion
13 to Approve the Consent Judgment.

14 **13. MODIFICATION**

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

20 **14. AUTHORIZATION**

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

24 **AGREED TO:**

AGREED TO:

25 Date: /- /1-10

Date:

26 By: 
27 Plaintiff RUSSELL BRIMER

By: _____
Robert Agres, Chief Operating Officer
Defendants CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

1 **10. COUNTERPARTS; FACSIMILE SIGNATURES**

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7 California Health & Safety Code §25249.7(f).

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10 approval and entry of this Consent Judgment in a timely manner. The Parties acknowledge that,
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12 judicial approval of this Consent Judgment. Accordingly, Brimer and Held agree to file a Motion
13 to Approve the Consent Judgment.

14 **13. MODIFICATION**

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16 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
17 of any Party and entry of a modified Consent Judgment by the Court. The Attorney General shall
18 be served with notice of any proposed modification to this Consent Judgment at least fifteen (15)
19 days in advance of its consideration by the Court.

20 **14. AUTHORIZATION**

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

24 **AGREED TO:**

AGREED TO:

25 Date:

Date: 1/12/10

26 By:

27 Plaintiff RUSSELL BRIMER

By:

28 Robert Agres, Chief Operating Officer
Defendants CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

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APPROVED
By Anthony Held at 4:29 pm, Jan 12, 2010

Date:

Anthony E Held

By:

Plaintiff ANTHONY E. HELD,
Ph.D., P.E.

APPROVED AS TO FORM:

Date:

1/11/2010

CHANLER LAW GROUP

By:

Lawrence D. Haveson

Laurence D. Haveson
Attorneys for Plaintiffs
RUSSELL BRIMER and
ANTHONY E. HELD, Ph.D., P.E.

APPROVED AS TO FORM:

Date:

FARELLA BRAUN & MARTEL, LLP

By:

Christopher Locke
Attorneys for Defendants
CPP INTERNATIONAL LLC,
dba CAROLINA PAD & PAPER

IT IS SO ORDERED.

Date:

JUDGE OF THE SUPERIOR COURT

1 Date:

2

3 By:

4 Plaintiff ANTHONY E. HELD,
5 Ph.D., P.E.

6

7 **APPROVED AS TO FORM:**

8 Date:

9 CHANLER LAW GROUP

10

11 By:

12 Laurence D. Haveson
13 Attorneys for Plaintiffs
14 RUSSELL BRIMER and
15 ANTHONY E. HELD, Ph.D., P.E.

16 **APPROVED AS TO FORM:**

17 Date:

18 *4/11/10*

19 FARELLA BRAUN & MARTEL, LLP

20 By:

21 *[Signature]*
22 Christopher Locke
23 Attorneys for Defendants
24 CPP INTERNATIONAL LLC,
25 dba CAROLINA PAD & PAPER

26 **IT IS SO ORDERED.**

27 Date:

28 _____
JUDGE OF THE SUPERIOR COURT