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20 Attorneys for Plaintiff  
21 Russell Brimer

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
23 COUNTY OF SAN FRANCISCO  
24 UNLIMITED JURISDICTION

25 RUSSELL BRIMER,  
26 Plaintiff,  
27 v.  
28 THE BOELTER COMPANIES, et al.,  
Defendants.

Case No. CGC-05-440811

**STIPULATION FOR ENTRY OF  
JUDGMENT**

STIPULATION AND (PROPOSED) ORDER RE: CONSENT JUDGMENT  
SFSC CASE NO. CGC 05-440811



1           6. To the extent the Consent Judgment applies to the categories of Covered Products  
2 checked above, the Company agrees to be bound by the injunctive relief provisions of the  
3 Consent Judgment as it relates to each such category of Covered Products.

4           7. In conjunction with the execution of this Stipulation, the Company has provided the  
5 payments applicable to it as set forth in Table 14.4 of the Consent Judgment in the manner  
6 described in Exhibit E to the Consent Judgment. In this regard, the Company hereby  
7 represents and warrants that under the criteria set forth in subsections 14.4(a), (b), and (c) of  
8 the Consent Judgment, with respect to the Covered Products applicable to it pursuant to the  
9 categories checked in Paragraph 2 of this Stipulation, it is a (check only one)<sup>1</sup>:

- 10            **(a) Manufacturer** with combined sales in California of less than 350,000  
11 consumer units in calendar year 2004
- 12            **(a.1) Low Volume Manufacturer** with combined sales in California of less  
13 than 10,000 consumer units in calendar year 2004
- 14            **(b) Distributor and/or Importer** with combined sales in California of less than  
15 350,000 consumer units in calendar year 2004
- 16            **(b.1) Low Volume Distributor and/or Importer** with combined sales in  
17 California of less than 10,000 consumer units in calendar year 2004
- 18            **(c) Retailer and/or Amusement & Recreation Establishment**
- 19            **(d) Bar, Restaurant, Hotel, or Other Food/Beverage Service Defendant**
- 20            **(e) Opt-In Defendant with De Minimis Sales**, i.e., combined sales in  
21 California of less than 500 consumer units in calendar year 2004 (attach to this  
22 Stipulation a list of the names of all product lines (by narrative description and,  
23 where available, UPC code) comprising these consumer units of Covered Products).

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25           <sup>1</sup> Any entity which has conducted activities which comprise more than one of the  
26 categories of business listed in (a)-(d) below shall be deemed to be a Manufacturer if 15% or  
27 more of its sales of Covered Products in California were the result of its Manufacturing of  
28 Covered Products; any entity otherwise in categories (c) or (d) shall be deemed to be a  
Distributor/Importer if 15% or more of its sales of Covered Products in California were the result  
of its Distributing/Importing of Covered Products.

1           8. At least 65 days prior to the submissions of this Stipulation to the Court for entry,  
2 provided that it has been mailed to the address shown in Exhibit C attached hereto, the  
3 Company agrees to be deemed to have accepted service of a 60-day notice letter from Russell  
4 Brimer (“Brimer”) alleging certain violations of Proposition 65 with respect to sales of the  
5 Covered Products identified herein.

6           9. The Company hereby stipulates to be deemed to have voluntarily accepted service  
7 of the summons and complaint in this Action upon the filing of this Stipulation and agrees to  
8 be subject to the jurisdiction of the Court for purposes of the Consent Judgment.

9           10. Future notices concerning this Stipulation and the Consent Judgment shall be  
10 provided to the Company at the address shown in Exhibit C as attached hereto. If the  
11 Company desires to change the individual and/or address designated to receive notice on its  
12 behalf, the Company shall provide notice to Brimer and Boelter’s counsel at the addresses for  
13 them listed in Exhibit C to the Consent Judgment.

14           11. The undersigned have read, and the person and/or entity named below  
15 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation  
16 and the Consent Judgment as previously approved and entered by the San Francisco County  
17 Superior Court in this Action.

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12. The undersigned have full authority to make the written representations above and to enter into this Stipulation for the person/entity on behalf of which he/she is signing.

IT IS HEREBY STIPULATED AND AGREED TO:

By: Sheela Harden V.P.  
(signature)

By: LARALEI S. PARAS

On Behalf of Plaintiff Russell Brimer

Sheela Harden  
Name (printed/typed)

Vice President  
Title (printed/typed)

On Behalf of:

Bennington Potters, Inc.  
(Insert Company Name)

Opt-In Defendant

Dated: January 20<sup>th</sup> 2006

Dated: February 6, 2006

**Bennington Potters, Inc.**

**White S1 Tankard mug with Dean & DeLuca logo along side in black. No UPC code;  
BPI sku #10000053; a/k/a Potters Yard Logo Mugs, Pair, #M2BL1000.**

**White S1 Tankard mug with Bennington Potters logo and building image along side in  
black. No UPC code; BPI sku #BL1000008.**

