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8 Attorneys for Plaintiff
MICHAEL DIPIRRO
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF ALAMEDA
12

13 MICHAEL DIPIRRO,) No. H218285-2
14 Plaintiff,)
15 v.) CONSENT JUDGMENT
16 BLANCH CRISTAL, S.A.; and DOES)
1 through 1000,)
17 Defendants.)
18

19
20 This Consent Judgment ("Agreement" or "Consent Judgment")
21 is entered into by and between Michael DiPirro and Blanch
22 Cristal, S.A., a Spanish corporation, ("Blanch") as of
23 November 13, 2001 (the "Effective Date"). The parties agree
24 to the following terms and conditions:
25

26 **WHEREAS:**

27 A. Michael DiPirro is an individual residing in
28

CONSENT JUDGMENT

1 San Francisco, California, who seeks to promote awareness of
2 exposures to toxic chemicals and improve human health by
3 reducing or eliminating hazardous substances contained in
4 consumer and industrial products;

5 B. Blanch is a company that currently
6 manufactures, distributes and sells to distributors only
7 certain crystal accessory products for the bathroom as set
8 forth in Exhibit A that contain lead (or lead compounds), a
9 substance known to the State of California to cause birth
10 defects (or other reproductive harm);

11 C. A list of the products which contain lead (or
12 lead compounds) (the "Listed Chemical") and which are covered
13 by this Agreement is provided in Exhibit A (the "Products").
14 The Products have been distributed and sold by Cinmar LLP,
15 doing business as Front Gate in California since July 25,
16 2000; and

17 D. On November 24, 2000, Michael DiPirro first
18 served Blanch and other public enforcement agencies with a
19 document entitled "60-Day Notice of Violation" which provided
20 Blanch and such public enforcers with notice that Blanch was
21 in violation of Health & Safety Code §25249.6 for allegedly
22 failing to warn purchasers that certain of its products being
23 sold in California expose users to one or more Proposition 65-
24 listed chemicals; and

25 E. On February 21, 2001, Michael DiPirro filed a
26 complaint entitled Michael DiPirro v. Blanch Cristal, S.A., et
27 al. in the Alameda County Superior Court, naming Blanch as a

28 CONSENT JUDGMENT

1 defendant and alleging violations of Business & Professions
2 Code §17200 and Health & Safety Code §25249.6 on behalf of
3 individuals in California who allegedly have been exposed to
4 one or more chemicals listed pursuant to Proposition 65
5 contained in certain products that Blanch manufactures and
6 sells.

7 F. Nothing in this Agreement shall be construed as
8 an admission by Blanch of any fact, finding, issue of law, or
9 violation of law, nor shall compliance with this Agreement
10 constitute or be construed as an admission by Blanch of any
11 fact, finding, conclusion, issue of law, or violation of law.

12 However, this paragraph shall not diminish or otherwise
13 affect the obligations, responsibilities, and duties of Blanch
14 under this Agreement.

15
16 **NOW THEREFORE, MICHAEL DIPIRRO AND Blanch AGREE AS FOLLOWS:**

17 1. **Product Warnings.** Blanch shall begin to take
18 steps in its sale of the Products to provide the language set
19 forth in the section 1.1 below. Beginning on the thirtieth
20 day following the Effective Date, Blanch agrees that it will
21 not knowingly distribute or sell any Products containing the
22 Listed Chemical in the State of California unless such
23 Products comply with sections 1.1 through 1.3 below:

24 1.1 For all crystalware containing lead (or
25 lead compounds) that are intended for use in storing or
26 serving food or drink, such Products shall bear the following
27 warning statement:

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"WARNING: This product contains lead, a chemical known to the State of California to cause birth defects (or other reproductive harm).";

or

"WARNING: This product contains a chemical known to the State of California to cause birth defects (or other reproductive harm).";

The warning statement shall be prominently placed with such conspicuousness, as compared with other words, statements, designs or devices, as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase. As to warnings provided by any method of transmission set forth in this Consent Judgment, if the California Attorney General approves the use of other warning language for leaded crystalware products, similar to those Products listed in Exhibit A, then Blanch also may use such warning language, provided that Blanch provide plaintiff with ten (10) calendar days written notice of its intent to do so. If the Attorney General affirmatively requires a cancer warning for lead to be provided expressly for leaded crystalware products, similar to those Products listed in Exhibit A, Blanch shall modify its warning statements to include a warning for the risk of cancer. However, Blanch's obligation to add a cancer statement to its warning shall not begin until sixty (60) days after it receives written notification of the Attorney General's position from DiPirro.

1.2. Sales to Retailer Customers. For

Products sold by Blanch directly to retailer customers in the

1 United States who are reasonably likely to sell to consumers
2 in California, warnings may be provided through either method
3 described in paragraphs 1.2(a) and 1.2(b) below, at Blanch's
4 sole option:

5 **1.2(a). Product Labeling.** Blanch may
6 provide a warning affixed to the packaging, labeling or
7 directly to a Product. The warning shall contain one of the
8 warning statements appearing in Paragraph 1.1 above. The
9 warning must be affixed to the packaging, labeling or the
10 Product in the condition the product is intended to be offered
11 to or chosen by the California end-user, and displayed in a
12 size and manner that is likely to be read and understood by an
13 ordinary individual under customary conditions of purchase; or

14 **1.2(b). Information Letters.** Blanch may
15 also provide its United States retailer customers of the
16 Products who are reasonably likely to sell to consumers in
17 California with warning information letters, in the form
18 attached hereto as Exhibit B. Blanch shall provide such
19 warning letters annually to its United States retailer
20 customers of the Products who are reasonably likely to sell to
21 consumers in California via certified mail, return receipt
22 requested, beginning January 2, 2002. A copy of such warning
23 letters shall be copied to plaintiff within thirty (30) days
24 of sending to the original recipient. Such warning letters
25 shall include both warning labels and point-of-sale signs as
26 specified below:

27 **1.2(b)(i). Warning Labels.** With

1 the annual warning information letter, one year's worth of 1.5
2 inch by 1.5 inch stickers shall be included that can be
3 applied to each individual Product or to the inside flap of
4 the Product's box by a retail seller who offers such Products
5 for sale to consumers. These stickers shall bear one of the
6 warning statements in Paragraph 1.1 above; and

7 **1.2(b)(ii). Point-of-Sale Warning**

8 **Signs.** The annual warning information letter shall also
9 contain one year's worth of point-of-sale warning signs that
10 can be posted and displayed in plain view in the following
11 places: at, on or adjacent to each check-out counter; sales
12 register; cash stand; or cash wrap in the store; on a shelf
13 where the Products are displayed; or elsewhere in the store at
14 a location where the consumer is likely to see and understand
15 it. Such warning sign must be at least 8-inch by 10-inch (or
16 may be 4-inch by 6-inch if posted on a shelf where the
17 Products are displayed). These point-of-sale warning signs
18 shall bear one the warning statements in Paragraph 1.1 above.

19 **1.2(b)(iii). Alternative Warning**

20 **Language.** If the California Attorney General approves the use
21 of other warning language for leaded crystalware products,
22 then Blanch also may use such warning language in the labels
23 and signage Blanch provides with its customer letters,
24 provided that Blanch provide plaintiff with ten (10) calendar
25 days written notice of its intent to do so. As to other
26 alternative warning language not approved by the Attorney
27 General, the warning statements may be modified by stipulation

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1 of the parties to be submitted to the Court for approval, with
2 each party bearing its own costs, and consent to the requested
3 modification shall not be unreasonably withheld by plaintiff.

4 **1.2(b)(iv). Confirmation.** Blanch
5 customer representatives shall annually contact each Blanch
6 customer who purchases the Products (and is likely to resell
7 them into California) to confirm that such customers are
8 transmitting the warning information stickers and signs to
9 their respective downstream customers.

10 **1.3. For Mail Order Catalog or Internet Sales.**

11 If Blanch sells products directly to end users by its own
12 mail order catalog or the Internet, Blanch may implement the
13 warning methods described below.

14 **1.3(a). Mail Order Sales.** Where
15 Products are available for sale by mail order to residents of
16 the State of California directly from Blanch, a warning shall
17 be included, at Blanch's option, in its mail order catalog (if
18 any). The warning message shall be stated within the catalog,
19 either: (a) on the same page on which a Product is displayed;
20 (b) on the inside front cover of any catalog; or (c) on the
21 same page as any order form; with one of the warning
22 statements appearing in Paragraph 1.1 above, in a manner
23 ensuring that the reader would reasonably understand that the
24 warning is associated with the Products covered by this
25 Consent Judgment. Such a warning shall be included in the
26 galley prints of such catalogs sent to the printer on or after
27 the thirtieth day following the Effective Date.

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1.3(b). Internet Web Sites. Where

Products are available for sale from the Internet to residents of the State of California directly from Blanch, a warning shall be included, at Blanch's option on the website (if any). The warning message, or a link to a page containing the warning message, shall be displayed either: (a) on the same page on which a Product is displayed; (b) on the same page as any order form for a Product; or (c) in any other manner; such that is likely to be read and understood by an ordinary individual under customary conditions of purchase of a Product, with one of the warning statements appearing in Paragraph 1.1 above. If a link is used, it shall state "California residents," and shall be of a size equal to the size of other links on the page.

1.3(c). Package Insert or Label.

Alternatively, a warning may be provided with the Product when Blanch ships directly to a California end-user pursuant to an order placed via mail order catalog or the Internet, by: (A) product labeling pursuant to Paragraph 1.2(a) above; (B) inserting a card or slip of paper measuring at least 4" x 6" in the shipping carton; or (C) including the warning on the packing slip or customer invoice identifying the Product in lettering of the same size as the description of the Product. The warning pursuant to any options herein shall include one of the warning statements appearing in Paragraph 1.1 above, and shall inform the customer that he or she may return the product for a full refund within 30 days of receipt.

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1.3(d). Alternative Warning Language.

If the California Attorney General approves the use of other warning language for leaded crystalware products, then Blanch also may use such warning language for Products sold by mail order catalog or the Internet, provided that Blanch provide plaintiff with ten (10) calendar days written notice of its intent to do so. As to other alternative warning language not approved by the Attorney General, the warning statements may be modified by stipulation of the parties, and those proposed statements submitted to the Court for approval, with each party bearing its own costs and attorney fees in in connection with the formulation of the warning, drafting the modification stipulation and submitting the proposed statements to the court for approval, and consent to the requested modification shall not be unreasonably withheld by plaintiff.

2. Payment Pursuant To Health & Safety Code

\$25249.7(b). Pursuant to Health & Safety Code §25249.7(b), Blanch shall pay a civil penalty of \$5,000 in two installments. The first payment of \$950 shall be paid within five (5) calendar days after the Effective Date of this Agreement and shall be held in trust by DiPirro's counsel until the Alameda County Superior Court approves and enters the Consent Judgment. If the Consent Judgment is not approved by the Court, DiPirro will return all funds, with interest thereon at a rate of six percent (6%) per annum, within ten (10) calendar days of notice of the Court's decision. The

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1 second payment of \$4,050 shall be made on or before November
2 30, 2002. However, the second payment shall be waived if
3 Blanch reformulates one or more of its Products to remove
4 lead, or offers a substantially similar Product or Products
5 without the use of lead for sale in California by November 1,
6 2002. Certification of the reformulation or introduction of
7 the non-lead alternative must be provided to DiPirro by
8 November 15, 2002. The penalty payments are to be made
9 payable to "Chanler Law Group In Trust For Michael DiPirro".
10 Penalty monies shall be apportioned by DiPirro in accordance
11 with Health & Safety Code §25192, with 75% of these funds
12 remitted to the State of California's Department of Toxic
13 Substances Control.

14 Blanch understands that the payment schedule as
15 stated in this Consent Judgment is a material factor upon
16 which DiPirro has relied in entering into this Consent
17 Judgment. Blanch agrees that all payments will be made in a
18 timely manner in accordance with the payment due dates.
19 Blanch will be given a five (5) calendar day grace period from
20 the date payment is due. Blanch agrees to pay Michael DiPirro
21 a \$250 per calendar day fee for each day the payment is not
22 received after the grace period ends. For purposes of this
23 paragraph, each new day (requiring an additional \$250 payment)
24 will begin at 5 p.m. (PST).

25 **3. Reimbursement Of Fees And Costs.** The parties
26 acknowledge that DiPirro offered to resolve the dispute
27 without reaching terms on the amount of fees and costs to be

28 CONSENT JUDGMENT

1 reimbursed, thereby leaving this open issue to be resolved
2 after the material terms of the agreement had been reached,
3 and the matter settled. Blanch then expressed a desire to
4 resolve the fee and cost issue concurrently with other
5 settlement terms, so the parties tried to reach an accord on
6 the compensation due to DiPirro and his counsel under the
7 private attorney general doctrine codified at C.C.P. §1021.5.

8 Blanch shall reimburse DiPirro and his counsel for
9 his fees and costs, incurred as a result of investigating,
10 bringing this matter to Blanch's attention, litigating and
11 negotiating a settlement in the public interest. Blanch shall
12 pay \$14,000, except as provided for in paragraph 3.1 below,
13 for all attorneys' fees, expert and investigation fees, and
14 litigation costs. Blanch agrees to pay the total sum of
15 \$14,000, except as provided for in paragraph 3.1 below within
16 five (5) calendar days of the Effective Date. Such sum shall
17 be held in trust by DiPirro's counsel until the Alameda County
18 Superior Court approves and enters the Consent Judgment. If
19 the Consent Judgment is not approved by the Court, DiPirro
20 will return all funds, with interest thereon at a rate of six
21 percent (6%) per annum, within ten (10) calendar days of
22 notice of the Court's decision. Payment should be made
23 payable to the "Chanler Law Group".

24 Blanch understands that the payment schedule as
25 stated in this Consent Judgment is a material factor upon
26 which DiPirro has relied in entering into this Consent
27 Judgment. Blanch agrees that all payments will be made in a

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1 timely manner in accordance with the payment due dates.
2 Blanch will be given a five (5) calendar day grace period from
3 the date payment is due. Blanch agrees to pay Michael DiPirro
4 a \$250 per calendar day fee for each day the payment is not
5 received after the grace period ends. For purposes of this
6 paragraph, each new day (requiring an additional \$250 payment)
7 will begin at 5 p.m. (PST).

8 **3.1 Additional Contingent Fees and Costs.** In
9 the event that the California Attorney General's office,
10 pursuant to 11 CCR 3000, et seq., serves objections to this
11 Consent Judgment on either of the parties, such that it
12 requires plaintiff to incur additional legal fees or costs
13 relating to this Consent Judgment, Blanch shall reimburse
14 DiPirro for any fees and costs incurred by DiPirro and his
15 counsel in excess of \$1,500, but not to exceed \$5,000 over the
16 initial \$1,500, from the date of receipt of the Attorney
17 General's objections. Such additional legal fees or costs
18 relating to this Consent Judgment include, but are not limited
19 to: further editing and finalizing of the Consent Judgment;
20 corresponding with opposing counsel; retention of experts;
21 presenting of the Consent Judgment (or any modifications
22 thereof) to the Attorney General for further comment; and any
23 briefing and/or appearance before the Court related to this
24 Consent Judgment; all occurring as a result of the Attorney
25 General's objections.

26 Plaintiff agrees to document all fees and costs
27 incurred from the date of receipt of the Attorney General's
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1 objections through the date of court approval of the Consent
2 Judgment. Prior to receiving such documentation, Blanch
3 agrees to enter into a letter agreement in which the parties
4 agree that, by transmitting such information, no privilege
5 will be waived by DiPirro or his counsel.

6 Such additional reimbursement of legal fees and
7 costs shall be due within ten (10) calendar days after receipt
8 by Blanch's counsel of both notice of Court approval of the
9 Consent Judgment and final billing statement from plaintiff,
10 which date will be calculated from the date the last document
11 is received. Blanch has the right to object to such
12 reimbursement and may submit the resolution of this issue to
13 the American Arbitration Association (AAA) in Northern
14 California to determine the reasonableness of the additional
15 fees and costs sought, provided that such notice of objection
16 or decision to arbitrate is received by plaintiff by the end
17 of the ten (10) calendar days following receipt by Blanch's
18 counsel of either the notice of Court approval of the Consent
19 Judgment and final billing statement from plaintiff, whichever
20 is later. If an arbitration notice is not filed with AAA
21 within the time limits set forth in this section 3.1, DiPirro
22 may file a motion with the Court for fees and costs pursuant
23 to CCP §1021.5 and this Consent Judgment associated with any
24 additional fees and costs incurred as set forth in this
25 paragraph.

26 **4. Michael DiPirro's Release Of Blanch.** Michael
27 DiPirro, by this Agreement, on behalf of himself, his agents,

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1 representatives, attorneys, assigns and in the interest of the
2 general public, waives all rights to institute or participate
3 in, directly or indirectly, any form of legal action, and
4 releases all claims, liabilities, obligations, losses, costs,
5 expenses, fines and damages, against Blanch and its
6 distributors, customers, directors, officers, employees,
7 successors and assigns, whether under Proposition 65 or the
8 Business & Profession Code §17200 et seq. based on Blanch's
9 alleged failure to warn about exposure to the Listed Chemical
10 contained in any of the Products.

11 **5. Blanch's Release Of Michael DiPirro.** Blanch,
12 by this Agreement, waives all rights to institute any form of
13 legal action against Michael DiPirro and his attorneys or
14 representatives, for all actions or statements made by Michael
15 DiPirro, and his attorneys or representatives, in the course
16 of seeking enforcement of Proposition 65 or Business &
17 Profession Code §17200 against Blanch.

18 **6. Court Approval.** If, for any reason, this
19 Consent Judgment is not approved by the Court, this Agreement
20 shall be deemed null and void.

21 **7. Blanch Sales Data.** Blanch understands that the
22 sales data provided to counsel for DiPirro by Blanch was a
23 material factor upon which DiPirro has relied to determine the
24 amount of payments made pursuant to Health & Safety Code
25 §25249.7(b) in this Agreement. To the best of Blanch's
26 knowledge, the sales data provided is true and accurate. In
27 the event that DiPirro discovers facts which demonstrate to a

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1 reasonable degree of certainty that the sales data is
2 materially inaccurate, the parties shall meet in a good faith
3 attempt to resolve the matter within ten (10) calendar days of
4 Blanch's receipt of written notice from DiPirro of his intent
5 to challenge the accuracy of the sales data. If this good
6 faith attempt fails to resolve DiPirro's concerns, DiPirro
7 shall have the right to rescind the Agreement and re-institute
8 an enforcement action against Blanch, provided that all sums
9 paid by Blanch pursuant to paragraphs 2 and 3 are returned to
10 Blanch within ten (10) calendar days from the date on which
11 DiPirro notifies Blanch in writing of his intent to rescind
12 this Agreement. In such case, all applicable statutes of
13 limitation shall be deemed tolled for the period between the
14 date DiPirro filed the instant action and the date DiPirro
15 notifies Blanch that he is rescinding this Agreement pursuant
16 to this Paragraph.

17 **8. Product Characterization.** Blanch acknowledges
18 that each of the Products listed in Exhibit A contains lead
19 (or lead compounds) and Plaintiff alleges that the customary
20 use or application of the Products is likely to expose users
21 to lead (or lead compounds), a substance known to the State of
22 California to cause birth defects (or other reproductive
23 harm). In the event that Blanch obtains analytical, risk
24 assessment or other data ("Exposure Data") that shows an
25 exposure to any or all Products will have "no observable
26 effect," as such standard is applicable and as is defined
27 under Health & Safety Code §25249.10(c) and Blanch seeks to

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CONSENT JUDGMENT

1 eliminate the warnings, then Blanch shall provide DiPirro with
2 ninety (90) calendar days prior written notice of its intent
3 to limit or eliminate the warning provisions under this
4 Agreement based on the Exposure Data and shall provide DiPirro
5 with all such supporting Exposure Data. Within ninety (90)
6 calendar days of receipt of Blanch Exposure Data, DiPirro
7 shall provide Blanch with written notice of his intent to
8 challenge the Exposure Data (in the event that he chooses to
9 make such a challenge). If DiPirro fails to provide Blanch
10 written notice of his intent to challenge the Exposure Data
11 within ninety (90) calendar days of receipt of Blanch's notice
12 and the Exposure Data, DiPirro shall waive all rights to
13 challenge the Exposure Data, and Blanch shall be entitled to
14 limit or eliminate the warning provisions required under this
15 Agreement with respect to those Product(s) to which the
16 Exposure Data applies. If DiPirro timely notifies Blanch of
17 his intent to challenge the Exposure Data, DiPirro and Blanch
18 (a) may stop its efforts to eliminate the warnings upon notice
19 to DiPirro with no further liability or obligations or (b)
20 shall negotiate in good faith for a period not to exceed
21 thirty (30) calendar days following receipt of Blanch's notice
22 to attempt to reach a settlement of this issue. If a
23 settlement is not reached, DiPirro and Blanch agree to submit
24 such challenge to the Alameda County superior court for
25 determination, pursuant to the court's continuing jurisdiction
26 of this matter under C.C.P. §664.6 and this Agreement. The
27 prevailing party shall be entitled to reasonable attorneys'

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CONSENT JUDGMENT

1 fees and costs associated with bringing a motion brought under
2 this paragraph to the court for determination.

3 **9. Severability.** In the event that any of the
4 provisions of this Agreement are held by a court to be
5 unenforceable, the validity of the enforceable provisions
6 shall not be adversely affected.

7 **10. Attorney's Fees.** In the event that a dispute
8 arises with respect to any provision(s) of this Agreement
9 (including, but not limited to, disputes arising from the late
10 payments provisions in paragraphs 2 and 3), the prevailing
11 party shall be entitled to recover costs and reasonable
12 attorneys' fees.

13 **11. Governing Law.** The terms of this Agreement
14 shall be governed by the laws of the State of California.

15 **12. Notices.** All notices required under this
16 Agreement shall be mailed via certified mail, return receipt
17 requested.

18 If to Michael DiPirro, to: .

19 Jennifer Henry or David Bush
20 Bush & Henry
21 4400 Keller Ave., Suite 200
Oakland, CA 94605
(510) 577-0747

22
23 If to Blanch, to:

24 Antonio Valla or David S. Toy
25 Gilliss & Valla, LLP
Corporate Terrace
3470 Mt. Diablo Boulevard
Suite A-215
26 Lafayette, CA 94549
27 (925) 962-9009

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1 **13. Compliance With Reporting Requirements (Health &**
2 **Safety Code §25249.7(f))**. The parties agree to comply with the
3 reporting form requirements referenced in Health & Safety Code
4 §25249.7(f). DiPirro represents that his counsel will send a
5 copy of this Agreement to the California Attorney General's
6 Office on the Effective Date. Pursuant to the new regulations
7 promulgated under Health & Safety Code §25249.7(f), DiPirro
8 shall present this Consent Judgment to the Alameda County
9 Superior Court thirty (30) days later, thereby allowing the
10 Attorney General to serve any comments to this Consent
11 Judgment prior to the end of the thirty (30)-day period.

12 **14. Counterparts and Facsimile.** This Agreement may
13 be executed in counterparts and facsimile, each of which shall
14 be deemed an original, and all of which, when taken together,
15 shall constitute one and the same document.

16 **15. Authorization.** The undersigned are authorized
17 to execute this Agreement on behalf of their respective
18 parties and have read, understood and agree to all of the
19 terms and conditions of this Agreement.

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AGREED TO:

DATE: _____

Michael DiPirro
PLAINTIFF

APPROVED AS TO FORM:

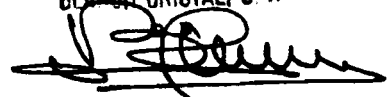
DATE: _____

Jennifer Henry
Attorneys for Plaintiff
MICHAEL DIPIRRO

AGREED TO:

DATE: November 16, 2001

BLANCH CRISTAL, S. A



Blanch Cristal, S.A.
By: Jordi Blanch
Its: President
DEFENDANT

APPROVED AS TO FORM:

DATE: 11.16.01



David S. Toy
Attorneys for Defendant
Blanch Cristal, S.A.

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AGREED TO:

DATE: 11/20/01


Michael DiPirro
PLAINTIFF


AGREED TO:

DATE: _____

Blanch Cristal, S.A.
By: Jordi Blanch
Its: President
DEFENDANT.

APPROVED AS TO FORM:

DATE: 11-16-01


Jennifer Henry
Attorneys for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:

DATE: _____

David S. Toy
Attorneys for Defendant
Blanch Cristal, S.A.

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SECRET A

EXHIBIT A

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Salomonic Crystal Tumbler

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EXHIBIT B

Dear Customer:

The California Safe Drinking Water and Toxic Enforcement Act, commonly known as "Proposition 65," requires that individuals receive "clear and reasonable" warnings of exposures to certain chemicals known by the State of California to cause reproductive harm.

Blanch sells lead-containing crystalware. Lead (and lead compounds) is listed under Proposition 65 as a chemical known to the State of California to cause birth defects (or other reproductive harm). Blanch is providing such warnings for its lead-containing crystalware that is intended for use in storing or serving food or drink. By this letter, Blanch advises you that you are responsible for transmitting this warning, and the warnings on any other Blanch lead crystalware products, to your customers.

The text of the Proposition 65 warning is found below:

WARNING: This product contains a chemical known to the State of California to cause birth defects (or other reproductive harm).

OR

WARNING: This product contains lead, a chemical known to the State of California to cause birth defects (or other reproductive harm).

OR

WARNING: Consuming foods or beverages that have been kept or served in leaded crystal products will expose you to lead, a chemical known to the State of California to cause birth defects or other reproductive harm.

Blanch does not recommend the sale of lead crystalware products intended for use in storing or serving food or drink by retailers to consumers, in individual units or otherwise, without this required warning. If any lead crystalware products intended for use in storing or serving food or drink are sold in the retail market, you must comply with one of the following:

- a) The enclosed warning stickers must be applied to each individual product (if the products are likely to be sold as individual items) or to

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the inside flap of each box (if offered only in a packaged unit); or

- b) You must post the enclosed warning signs. If you wish to use 4 X 6 inch signs, these must be posted on or adjacent to the shelf where the products are displayed. If you wish to use a 8 X 10 inch sign, the sign may be free-standing, placed on the wall, hung, or displayed in any manner, provided that any potential purchases of the lead crystalware products would be reasonably likely to see such sign.

Failure to do one of the above may subject the seller of such products to liability under Proposition 65 and other laws.

If you have any questions about this letter, please contact Blanch. If you have any questions about the Proposition 65 warning requirement, please contact an attorney and/or an expert consultant.