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20 Attorneys for Plaintiff  
21 Russell Brimer

22  
23 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
24 COUNTY OF SAN FRANCISCO  
25 UNLIMITED JURISDICTION  
26

27 RUSSELL BRIMER,  
28 Plaintiff,  
29  
30 v.  
31 THE BOELTER COMPANIES, et al.,  
32 Defendants.

Case No. CGC-05-440811  
**STIPULATION FOR ENTRY OF  
JUDGMENT**

1           1. The following constitutes the knowing and voluntary election and stipulation of the  
2 entity named below (“Company” or “Opt-In Defendant”) to join as a Settling Defendant under  
3 the Consent Judgment previously entered by the Court in *Brimer v. The Boelter Companies,*  
4 *Inc.*, San Francisco Superior Court Case No. CGC 05 -440811 (“Action”) and to be bound by  
5 the terms of that Consent Judgment.

6           2. At any time during the one-year period prior to the filing of this Stipulation  
7 (“Relevant Period”), the Company has employed ten (10) or more part-time or full-time  
8 persons and has manufactured, distributed, offered for use or sold one or more items in each of  
9 the following categories of Covered Products, as defined in the Consent Judgment (section 1.4)  
10 (check all that apply):

- 11           **X Glassware Food/Beverage Products** (“Category A Products”)
- 12            **Glassware Non-Food/Beverage Products** (“Category C Products”)
- 13            **Ceramicware Food/Beverage Products** (“Category B Products”)
- 14            **Ceramicware Non-Food/Beverage Products** (“Category D Products”)

15           3. The categories of products identified above are hereafter designated “Covered  
16 Products” in the Action with respect to the Company.

17           4. At least one of the items in each of the categories checked above did not during the  
18 Relevant Period or does not currently meet the Reformulation Standards set forth for that  
19 category of Covered Products in section 2.3 of the Consent Judgment. The Company has not  
20 provided compliant Proposition 65 warnings in conjunction with the sale or use of all such  
21 Covered Products in California at all times during the Relevant Period.

22           5. The Company has not conducted a risk or exposure assessment for all Covered  
23 Products within each separate category checked above firmly establishing that the use of such  
24 Covered Products will result in an exposure in an amount less than that deemed permissible in  
25 22 Cal. Code Regs. §12805(b) (i.e., less than 0.5 micrograms of lead per day and/or less than  
26 4.1 micrograms of cadmium per day).

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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, where  
23 available, UPC code) comprising these consumer units of Covered Products).

24 \_\_\_\_\_

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.

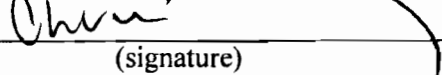
6 9. The Company hereby stipulates to be deemed to have voluntarily accepted service  
7 of the summons and complaint in this Action upon the filing of this Stipulation and agrees to  
8 be subject to the jurisdiction of the Court for purposes of the Consent Judgment.

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.

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

20 IT IS HEREBY STIPULATED AND AGREED TO:

21  
22 By:   
23 (signature)

24 C. RAHBAN as authorized agent  
25 On Behalf of:  
26 ELEGANT DINING PRODUCTS /  
27 VOLUME DISTRIBUTORS, Opt-In Defendant

28 Dated: 1/19/06

By:   
LORETTA S. PARAG

On Behalf of Plaintiff Russell Brimer

Dated: 7/10/2006

**ATTACHMENT TO STIPULATION  
RE: LIST OF THE NAMES OF PRODUCT LINES**

The following is a narrative description of the subject consumer units:

The products have been sold under the name ELEGANT DINING PRODUCTS and are comprised of different shapes of drinking vessels (such as flutes, tumbler and glasses/goblets) and matching pitchers, bowls/platters which were decorated with fruit, flower and butterfly motifs.

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HANDPAINTED FLUTE GLASS 6OZ

HANDPAINTED WINE GLASS 9OZ

HANDPAINTED WATER GLASS 10OZ

HANDPAINTED GOBLET GLASS 16OZ

HANDPAINTED TUMBLER GLASS 18OZ

HANDPAINTED GLASS OIL & VINEGAR SET

HANDPAINTED GLASS PITCHER 64OZ

HANDPAINTED GLASS DESSERT BOWL 4PK

HANDPAINTED GLASS PLATTER

HANDPAINTED GLASS FOOTED BOWL

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**EXHIBIT C (Supplement)**  
Contact Information for Purposes of Future Notice

Opt-In Party Name: ELEGANT DINING PRODUCTS  
and  
VOLUME DISTRIBUTORS, INC.

Contact Person: c/o Law Offices of H. Joseph  
Nourmand, APC  
Attention: H. Joseph Nourmand, Esq.

Mailing address: 660 South Figueroa Street  
Suite 2400  
Los Angeles, CA 90017

Telephone: 213 688 2888  
Fax number: 213 688 2848

Email address: [hjnourmand@aol.com](mailto:hjnourmand@aol.com)