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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
27 Plaintiff,
28 v.
29 THE BOELTER COMPANIES, et al.,
30 Defendants.

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

1 1. The following constitutes the knowing and voluntary election and stipulation of
2 DENNIS FOLAND, INC., dba THE FOLAND GROUP and SURESHOT REDEMPTION,
3 (collectively "Opt-In Defendants") to join as Settling Defendants under the Consent Judgment
4 previously entered by the Court in *Brimer v. The Boelter Companies, Inc.*, San Francisco
5 Superior Court Case No. CGC 05-440811 ("Action") and to be bound by the terms of that
6 Consent Judgment.

7 2. At any time during the one-year period prior to the filing of this Stipulation
8 ("Relevant Period"), the Opt-In Defendants have employed ten (10) or more part-time or full-
9 time persons and have manufactured, distributed, offered for use or sold one or more items in
10 each of the following categories of Covered Products, as defined in the Consent Judgment
11 (section 1.4):

- 12 • Glassware Food/Beverage Products ("Category A Products");
- 13 • Glassware Non-Food/Beverage Products ("Category C Products");
- 14 • Ceramicware Food/Beverage Products ("Category B Products").

15 3. The categories of products identified above are hereafter designated "Covered
16 Products" in the Action with respect to the Opt-In Defendants.

17 4. At least one of the items in each of the categories listed 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 Opt-In Defendants
20 have not provided compliant Proposition 65 warnings in conjunction with the sale or use of all
21 such 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 listed 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).

1 6. To the extent the Consent Judgment applies to the categories of Covered
2 Products listed above, the Opt-In Defendants agree to be bound by the injunctive relief
3 provisions of the Consent Judgment as it relates to each such category of Covered Products.

4 7. In conjunction with the execution of the Stipulation, the Opt-In Defendants have
5 provided the payments applicable to them as set forth in Table 14.4 of the Consent Judgment in
6 the manner described in Exhibit E to the Consent Judgment. In this regard, the Opt-In
7 Defendants hereby represent and warrant that under the criteria set forth in subsections 14.4(a),
8 (b), and (c) of the Consent Judgment, with respect to the Covered Products applicable to it
9 pursuant to the categories listed in Paragraph 2 of this Stipulation, it is a:

- 10 • (b.1.) Low Volume Distributor and/or Importer with combined sales in
11 California of less than 10,000 consumer units in calendar year 2004.

12 8. At least 65 days prior to the submissions of this Stipulation to the Court for entry,
13 provided that it has been mailed to the address shown in Exhibit C attached hereto, the Opt-In
14 Defendants agree to be deemed to have accepted service of a 60-day notice letter from Russell
15 Brimer ("Brimer") alleging certain violations of Proposition 65 with respect to sales of the
16 Covered Products identified herein.

17 9. The Opt-In Defendants hereby stipulate to be deemed to have voluntarily
18 accepted service of the summons and complaint in this Action upon the filing of this
19 Stipulation and agree to be subject to the jurisdiction of the Court for purposes of the Consent
20 Judgment.

21 10. Future notices concerning this Stipulation and the Consent Judgment shall be
22 provided to the Opt-In Defendants at the address shown in Exhibit C as attached hereto. If the
23 Opt-In Defendants desire to change the individual and/or address designated to receive notice
24 on their behalf, the Opt-In Defendants shall provide notice to Brimer and Boelter's counsel at
25 the addresses for them listed in Exhibit C to the Consent Judgment.

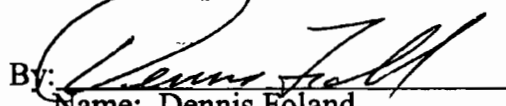
26 11. The undersigned have read, and the persons/entities named below knowingly and
27 voluntarily agree to be bound by, all the terms and conditions of this Stipulation and the
28

1 Consent Judgment as previously approved and entered by the San Francisco County Superior
2 Court in this Action.

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

5
6 IT IS HEREBY STIPULATED AND AGREED TO:

7
8 DENNIS FOLAND, INC., a California corporation
9 dba The Foland Group and Sureshot Redemption

10 By: 
11 Name: Dennis Foland
12 Title: President of Dennis Foland, Inc.

13 Dated: 1-5-2006

14
15 By: 
16

17 On Behalf of Plaintiff Russell Brimer

18 Dated: 1/26/06
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EXHIBIT C

PARTIES TO WHOM NOTICE IS TO BE GIVEN

FOR PLAINTIFF

**HIRST & CHANLER
Attn: Laralei Paras
2560 Ninth Street
Parker Plaza, Suite 214**

**Attn: Christopher Martin
23 N. Lincoln, Suite 204
Chicago, Illinois 60521**

FOR THE BOELTER COMPANIES

**MORRISON & FOERSTER LLP
Attn: Robert L. Falk
425 Market Street
San Francisco, CA 94105-2482**

with copies to

**Rick Boelter
The Boelter Companies, Inc.
N22W23685 Ridgeview Parkway West
Waukeshaw, WI 53188**

FOR THE FOLAND GROUP AND DENNIS FOLAND, INC.

**PALMIERI, TYLER, WIENER, WILHELM & WALDRON LLP
Attn: Norman J. Rodich
2603 Main Street, East Tower, Suite 1300
Irvine, CA 92614**

with copies to

**Dennis Foland Inc.
Attn: Dennis Foland
1500 S. Hellman Ave.
Ontario, CA 91761**