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

25 RUSSELL BRIMER,
26
27 Plaintiff,
28
29 v.
30 THE BOELTER COMPANIES, et al.,
31
32 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 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 **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

26
27 * Note: In accordance with Section 1.8 of the Consent Judgment, Reily Foods Company
28 makes no admission of law or fact with respect to any alleged violation or liability under
Proposition 65 by signing this Stipulation.

1 22 Cal. Code Regs. §12805(b) (i.e., less than 0.5 micrograms of lead per day and/or less than
2 4.1 micrograms of cadmium per day).

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

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

12 (a) **Manufacturer** with combined sales in California of less than 350,000
13 consumer units in calendar year 2004

14 (a.1) **Low Volume Manufacturer** with combined sales in California of less
15 than 10,000 consumer units in calendar year 2004

16 (b) **Distributor and/or Importer** with combined sales in California of less than
17 350,000 consumer units in calendar year 2004

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

20 (c) **Retailer and/or Amusement & Recreation Establishment**

21 (d) **Bar, Restaurant, Hotel, or Other Food/Beverage Service Defendant**

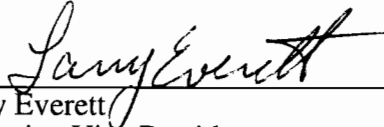
22 (e) **Opt-In Defendant with De Minimis Sales**, i.e., combined sales in
23 California of less than 500 consumer units in calendar year 2004 (attach to this

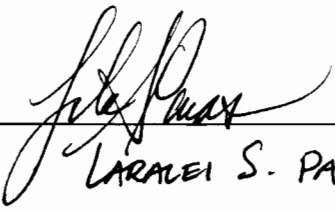
24
25 _____
26 ¹ Any entity which has conducted activities which comprise more than one of the
27 categories of business listed in (a)-(d) below shall be deemed to be a Manufacturer if 15% or
28 more of its sales of Covered Products in California were the result of its Manufacturing of
Covered Products; 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.

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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: 
Larry Everett
Executive Vice President

By: 
LARALEE S. PARAS

On Behalf of Reily Foods Company, Opt-In Defendant

On Behalf of Plaintiff Russell Brimer

Dated: 2/16/06

Dated: April 6, 2006

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