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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 IN AND FOR THE COUNTY OF MARIN  
21 UNLIMITED CIVIL JURISDICTION

22 RUSSELL BRIMER,

23 Plaintiff,

24 v.

25 STARBUCKS CORPORATION, and DOES 1  
26 through 150,

27 Defendant.

Case No. CV-045326

~~PROPOSED~~ ORDER PURSUANT  
TO TERMS OF STIPULATION AND  
ORDER RE: CONSENT  
JUDGMENT

Date: February 10, 2006

Time: 9:00 A.M.

Dept.: H

Judge: Hon. John A. Sutro, Jr.

**FILED**

FEB 10 2006

MARIN COUNTY SUPERIOR COURT  
BY: E. BARTLOW, DEPUTY

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant STARBUCKS  
2 CORPORATION, ("Defendant"), having agreed through their respective counsel that judgment  
3 be entered pursuant to the terms of the Consent Judgment entered into by the above-referenced  
4 parties and attached hereto as **Exhibit A**; and after consideration of the papers submitted and the  
5 arguments presented, the Court finds that the settlement agreement set out in the attached  
6 Consent Judgment meets the criteria established by Senate Bill 471, in that:

- 7 1. The health hazard warning that is required by the Consent Judgment complies with  
8 Health & Safety Code section 25249.7 (as amended by Senate Bill 471);
- 9 2. The reimbursement of fees and costs to be paid pursuant to the parties' Consent  
10 Judgment is reasonable under California law; and
- 11 3. The civil penalty amount to be paid pursuant to the parties' Consent Judgment is  
12 reasonable,

13 IT IS HEREBY ORDERED that judgment be entered in this case, in accordance with the  
14 terms of the Consent Judgment, attached hereto as **Exhibit A**.

15 IT IS SO ORDERED.

16 Dated: February 10, 2006

JOHN A. SUTRO, JR.

\_\_\_\_\_  
17 Hon. John A. Sutro, Jr.  
18 JUDGE OF THE SUPERIOR COURT  
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22 Starbucks Corporation

23 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
24 FOR THE COUNTY OF MARIN  
25 UNLIMITED CIVIL JURISDICTION

26 RUSSELL BRIMER,

27 Plaintiff,

28 v.

STARBUCKS CORPORATION; and DOES 1  
through 150,,

Defendants.

Case No. CV 045326

STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT

1. INTRODUCTION

1           **1.1 Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
2 between plaintiff Russell Brimer (hereafter "Mr. Brimer," "Brimer," or "Plaintiff") and Starbucks  
3 Corporation (hereafter "Starbucks" or "Defendant"), with Plaintiff and Starbucks collectively  
4 referred to as the "Parties" and Brimer and Starbucks each being a "Party."

5           **1.2 Plaintiff.** Mr. Brimer is an individual residing in Alameda County, California  
6 who seeks to promote awareness of exposures to toxic chemicals and improve human health by  
7 reducing or eliminating hazardous substances contained in consumer and industrial products.

8           **1.3 General Allegations.** Plaintiff alleges that Starbucks has manufactured,  
9 distributed and/or sold in the State of California ceramic mugs and other glassware products with  
10 colored artwork, designs or markings on the exterior surface with materials that contain lead  
11 and/or cadmium that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act  
12 of 1986, California Health & Safety Code §§ 25249.5 et seq., also known as Proposition 65, to  
13 cause cancer and birth defects (or other reproductive harm). Lead and cadmium shall be referred  
14 to herein as "Listed Chemicals."

15           **1.4 Product Descriptions.** The products that are covered by this Consent Judgment  
16 are defined as follows: ceramic and glass beverageware and tableware products manufactured,  
17 sold and/or distributed by Starbucks with colored artwork, designs or markings on the exterior  
18 surface, including, by way of example and without limitation, the products listed on Exhibit A  
19 hereto. Such products collectively are referred to herein as the "Products."

20           **1.5 Notices of Violation.** On September 2, 2004, Brimer served Starbucks and  
21 various public enforcement agencies with documents, entitled "60-Day Notice of Violation"  
22 ("Notice") that provided Starbucks and such public enforcers with notice that alleged that  
23 Starbucks was in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that  
24 certain products that it sold expose users in California to lead and/or cadmium.

25           **1.6 Complaint.** On December 7, 2004, Mr. Brimer, in the interest of the general  
26 public in California, filed a complaint (hereafter referred to as the "Complaint" or the "Action")  
27 in the Superior Court for the County of Marin against Starbucks and Does 1 through 150, alleging  
28

1 violations of Health & Safety Code § 25249.6 based on the alleged exposures to one or more of  
2 the Listed Chemicals contained in certain products sold by Starbucks.

3       **1.7 No Admission.** Starbucks denies the material factual and legal allegations  
4 contained in Plaintiff's Notice and Complaint and maintains that all products that it has sold and  
5 distributed in California, including the Products, have been and are in compliance with all laws.  
6 Nothing in this Consent Judgment shall be construed as an admission by Starbucks of any fact,  
7 finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or  
8 be construed as an admission by Starbucks of any fact, finding, conclusion, issue of law or  
9 violation of law. However, this section shall not diminish or otherwise affect the obligations,  
10 responsibilities and duties of Starbucks under this Consent Judgment.

11       **1.8 Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
12 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
13 Complaint and personal jurisdiction over Starbucks as to the acts alleged in the Complaint, that  
14 venue is proper in the County of Marin, and that this Court has jurisdiction to enter this Consent  
15 Judgment and to enforce the provisions thereof.

16       **1.9 Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall be  
17 August 15, 2005.

18       **2. INJUNCTIVE RELIEF: PROPOSITION 65**

19       **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

20               **(a) Required Warnings.** After the Effective Date, Starbucks shall not  
21 transmit to any retailer to sell or offer for sale in California any Products containing the Listed  
22 Chemicals, unless warnings are given in accordance with one or more provisions in  
23 subsection 2.2 below.

24               **(b) Exceptions.** The warning requirements set forth in subsections 2.1(a) and  
25 2.2 below shall not apply to:

26                       **(i)** any Products -ordered before the Effective Date,

27                       **(ii)** Reformulated Products as defined in subsection 2.3 below, or  
28

1 (iii) any Products manufactured by any other person in the course of  
2 doing business who is subject to a final judgment addressing Proposition  
3 65 warning obligations arising from alleged exposures to glassware and/or  
4 ceramic products with colored artwork, designs or markings on the exterior  
5 surface including, but not limited to, Libbey Glass Inc.

6 **2.2 CLEAR AND REASONABLE WARNINGS**

7 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or  
8 directly to or on a Product by Starbucks, its agent, or the manufacturer, importer, or distributor of  
9 the Product that states:

10 **WARNING: The materials used as colored decorations on the**  
11 **exterior of this product contain lead and**  
12 **cadmium, chemicals known to the State of**  
13 **California to cause birth defects and other**  
14 **reproductive harm.**

15 or

16 **WARNING: The materials used as colored decorations on the**  
17 **exterior of these products contain chemicals**  
18 **known to the State of California to cause birth**  
19 **defects and other reproductive harm.**

20 Warnings issued for Products pursuant to this subsection shall be prominently placed with  
21 such conspicuousness as compared with other words, statements, designs, or devices as to render  
22 it likely to be read and understood by an ordinary individual under customary conditions of use or  
23 purchase. Any changes to the language or format of the warning required by this subsection shall  
24 only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney  
25 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for  
26 the opportunity to comment; or (3) Court approval.

27 (b) **Point-of-Sale Warnings.** Starbucks may execute its warning obligations,  
28 where applicable, through arranging for the posting of signs at retail outlets in the State of  
California at which Products are sold, in accordance with the terms specified in  
subsections 2.2(b)(i) and 2.2(b)(ii).

1 (i) Point of Sale warnings may be provided through one or more signs  
2 posted at or near the point of sale or display of the Products that state:

3 **WARNING:** The materials used as colored decorations on  
4 the exterior of this product contain lead and  
5 cadmium, chemicals known to the State of  
6 California to cause birth defects and other  
7 reproductive harm.

8 or

9 **WARNING:** The materials used as colored decorations on  
10 the exterior of tableware products sold in this  
11 store contain lead and cadmium, chemicals  
12 known to the State of California to cause birth  
13 defects and other reproductive harm.<sup>1</sup>

14 or

15 **WARNING:** The materials used as colored decorations on  
16 the exterior of the following beverageware  
17 products sold in this store contain lead and  
18 cadmium, chemicals known to the State of  
19 California to cause birth defects and other  
20 reproductive harm;

21 [list products]

22 (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)  
23 shall be prominently placed with such conspicuousness as compared with other words,  
24 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
25 individual under customary conditions of purchase and shall be placed or written in a manner  
26 such that the consumer understands to which *specific* Products the warnings apply so as to  
27 minimize if not eliminate the chances that an over-warning situation will arise. Any changes to  
28 the language or format of the warning required for Products by this subsection shall only be made  
following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office,

<sup>1</sup> This formulation of the warning may only be used where the store sells only Products which are not Reformulated Products as defined in subsection 2.3 below.



1 provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to  
2 comment; or (3) Court approval.

### 3 2.3 REFORMULATION STANDARDS

4 Products satisfying the conditions of section 2.3.1 and 2.3.2 are referred to as  
5 "Reformulated Products". For purposes of this section, the following definitions apply:  
6

7 "Children's Product" is defined as any Product intended or  
8 marketed primarily for use by children such as: Products with  
9 designs on their exterior surface which are affiliated with  
10 children's toys or entertainment (e.g., Sesame Street, Looney  
11 Tunes, Barbie, and Winnie the Pooh) or Products of a reduced size  
12 so as to be marketed primarily for children (e.g., reduced-size juice  
13 glasses intended for use by children); or Products of a type or  
14 category which typically would be used by children, and all similar  
15 items.

16 "Exterior Decorations" is defined as all colored artwork,  
17 designs and/or markings on the exterior surface of the Product.

18 "Lip and Rim Area" is defined as the exterior top  
19 20 millimeters of a hollowware glassware or ceramicware Product,  
20 as defined by American Society of Testing and Materials Standard  
21 Test Method C927-99.

22 "No Detectable lead or cadmium" shall mean that neither  
23 lead nor cadmium is detected at a level above two one-hundredths  
24 of one percent (0.02%) of lead or eight one-hundredths of one  
25 percent (0.08%) of cadmium by weight, respectively, using a  
26 sample size of the materials in question measuring approximately  
27  
28

1 50-100 mg and a test method of sufficient sensitivity to establish a  
2 limit of quantitation of less than 200 ppm.<sup>2</sup>

3 "Reformulated Product" refers to any Product that meets  
4 the reformulation standards described in section 2.3.1 and 2.3.2 as  
5 set forth below.

6  
7 **2.3.1 Glassware Reformulation Standards:** A glassware Product is a  
8 Reformulated Product if it satisfies either the standard outlined in subsection 2.3.1 (a) or (b),  
9 subject to the following qualifications:

10 All Children's Products must meet the decorative material content-based  
11 standard outlined in subsection 2.3.1(b) to be considered a Reformulated Product.

12  
13 If a glassware Product has Exterior Decorations in the Lip and Rim Area, it must  
14 also satisfy subsection 2.3.1(c) to be considered a Reformulated Product.

15 (a) **Wipe Test-Based Standard.** The glassware Product must produce a test  
16 result no higher than 1.0 micrograms (ug) of lead or 8.0 ug of cadmium as applied to the Exterior  
17 Decorations and performed as outlined in NIOSH method no. 9100.

18 (b) **Decorating Material Content-Based Standard.** The Exterior  
19 Decorations, exclusive of the Lip and Rim Area, must only utilize decorating materials that  
20 contain six one-hundredths of one percent (0.06%) of lead and forty-eight one-hundredths of one  
21 percent (0.48%) of cadmium by weight or less as measured either before or after the material is  
22 fired onto (or otherwise affixed to) the Product, using EPA Test Method 3050B.<sup>3</sup>

23  
24  
25 <sup>2</sup> If the decoration is tested after it is affixed to the Product, the percentage of the Listed  
26 Chemical by weight must relate only to the decorating material and must not include any quantity  
attributable to non-decorating material (e.g., the glass substrate).

27 <sup>3</sup> If the decoration is tested after it is affixed to the Product, the percentage of the Listed  
28 Chemical by weight must relate only to the decorating material and must not include any quantity  
attributable to non-decorating material (e.g., the glass substrate).

1 (c) **Lip and Rim Area Decoration.** All Exterior Decorations that extend into  
2 the Lip and Rim Area must only utilize decorating materials that contain No Detectable lead or  
3 cadmium.

4 2.3.2 **Ceramicware Reformulation Standards:** A ceramicware Product is a  
5 Reformulated Product if it satisfies the standards outlined in subsections 2.3.2(a) or (b) or (c),  
6 subject to the following qualifications:

7  
8 All Children's Products must meet the decorating materials content-based  
9 Standard outlined in subsection 2.3.2(b) to be considered a Reformulated Product.

10  
11 If the Product is decorated in the Lip and Rim Area, it must also satisfy subsection  
12 2.3.2(d) to be considered a Reformulated Product.

13 (a) **Wipe Test-Based Standard.** The ceramicware Product must produce a  
14 test result no higher than 1.0 micrograms (ug) of lead or 8.0 ug of cadmium applied on decorated  
15 portions of the surface of the Product performed as outlined in NIOSH method no. 9100.

16 (b) **Decorating Material Content-Based Standard.** The Exterior  
17 Decorations, exclusive of the Lip and Rim Area, must only utilize decorating materials that  
18 contain six one-hundredths of one percent (0.06%) of lead by weight or less *and* forty-eight one-  
19 hundredths of one percent (0.48%) of cadmium by weight or less, as measured either before or  
20 after the material is fired onto (or otherwise affixed to) the Product, using EPA Test Method  
21 3050B.<sup>4</sup>

22 (c) **Total Acetic-Acid Immersion Test Based Standard.** The ceramicware  
23 Product must achieve a result of 0.99 ppm or less for lead and 7.92 ppm or less for cadmium after  
24 correction for internal volume when tested under the protocol attached hereto as Exhibit B (the  
25

26  
27 <sup>4</sup> If the decoration is tested after it is affixed to the Product, the percentage of the Listed  
28 Chemical by weight must relate only to the decorating material and must not include any quantity  
attributable to non-decorating material (e.g., the ceramicware substrate).

1 ASTM C927-99 test method, modified for total immersion with results corrected for internal  
2 volume).<sup>5</sup>

3 (d) **Lip and Rim Area Exterior Decoration.** If the ceramicware Product  
4 contains Exterior Decorations in the Lip and Rim Area:

5 (i) Any Exterior Decorations that extend into the Lip and Rim Area  
6 must only utilize decorating materials that contain No Detectable lead or cadmium *or*

7 (ii) The ceramicware Product must yield a test result showing a  
8 concentration level of 0.5 ug/ml or less of lead and a result of 4.0 ug/ml or less of cadmium using  
9 ASTM method C 927-99.<sup>6</sup>

10 **2.4 REFORMULATION COMMITMENT.** By entering into this Stipulation and  
11 Consent Judgment, Starbucks hereby commits that as a continuing matter of corporate policy,  
12 Starbucks intends to undertake its best efforts to advise each of its suppliers that, as a condition  
13 of selling Products to Starbucks:

14 (a) as many Products as reasonably possible shall qualify as Reformulated  
15 Products, with the commitment to reach 80% (eighty percent) or more  
16 Reformulated Products for Products purchased by Starbucks on or after May 1,  
17 2006; and

18 (b) the supplier must undertake all commercially reasonable efforts thereafter  
19 to reach 100% (one-hundred percent) Reformulated Products for those Products it  
20 intends to sell to Starbucks.

21 **2.4.1** Starbucks will require its suppliers to provide Starbucks with written  
22 assurance that each Product shipment meets the Reformulation Standards set forth above in  
23 section 2.3 consistent with the Reformulation Commitment outlined in this section. Thereafter,  
24 Starbucks shall rely on the supplier's representation that the Products meet the Reformulation  
25 Standards and shall have no independent obligation to test any of the Products to verify that these

26 \_\_\_\_\_  
27 <sup>5</sup> Since this method requires correction for internal volume, this method and subsections  
2.3.2(c) and 2.3.2(d)(ii) are only appropriate for ceramic hollowware.

28 <sup>6</sup> This subsections, 2.3.2(d)(ii), is only appropriate for ceramic hollowware.

1 Reformulation Standards are met. The last sentence of this subparagraph (section 2.4.1) applies  
2 only to the reformation commitment set forth in this paragraph (section 2.4) and shall not be  
3 construed to negate Starbucks's warnings obligation set forth in sections 2.1 and 2.2 above.

4 **3. MONETARY PAYMENTS.**

5 **3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to  
6 Health & Safety Code Section 25249.7(b), Starbucks shall pay \$10,000 in civil penalties. The  
7 penalty payment shall be made payable to "Chanler Law Group in Trust For Russell Brimer," and  
8 shall be delivered to Plaintiff's counsel on or before August 15, 2005, at the following address:

9  
10 CHANLER LAW GROUP  
11 Attn: Clifford A. Chanler  
12 71 Elm Street, Suite 8  
13 New Canaan, CT 06840

14 (a) In the event that Starbucks pays any penalty and the Consent Judgment is  
15 not thereafter approved and entered by the Court, Mr. Brimer shall return any penalty funds paid  
16 under this agreement within fifteen (15) days of receipt of a written request from Starbucks  
17 following notice of the issuance of the Court's decision.

18 (b) The Parties agree that Starbucks' potential interest in and ability to acquire  
19 and market Reformulated Products is to be accounted for in this section and, since it is not a  
20 remedy provided for by law, the absence of Starbucks previously acquiring, manufacturing,  
21 marketing or selling Reformulated Products is not relevant to the establishment of a penalty  
22 amount pursuant to section 3.1 above.

23 (c) **Apportionment of Penalties Received.** After Court approval of this  
24 Consent Judgment pursuant to section 6, all penalty monies received shall be apportioned by  
25 Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to  
26 the State of California's Office of Environmental Health Hazard Assessment and the remaining  
27 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code  
28 § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of  
California the appropriate civil penalties paid in accordance with this section.



1 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
2 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
3 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or  
4 unknown, fixed or contingent (collectively "Claims"), against Starbucks and each of its licensors,  
5 licensees, auctioneers, dealers, customers, owners, purchasers, users, parent companies, corporate  
6 affiliates, subsidiaries and their respective officers, directors, attorneys, representatives,  
7 shareholders, agents, and employees (collectively, "Starbucks' Releasees") arising under  
8 Proposition 65, related to Starbucks' or Starbucks' Releasees' alleged failure to warn about  
9 exposures to or identification of Listed Chemicals contained in the Products.

10 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
11 binding resolution of any violation of Proposition 65 that has been or could have been asserted in  
12 the Complaint against Starbucks for its alleged failure to provide clear and reasonable warnings  
13 of exposure to or identification of Listed Chemicals in the Products.

14 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights  
15 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
16 against Starbucks' Releasees arising under Proposition 65 related to each of the Starbucks  
17 Releasees' alleged failures to warn about exposures to or identification of Listed Chemicals  
18 contained in the Products and for all actions or statements made by Starbucks or its attorneys or  
19 representatives, in the course of responding to alleged violations of Proposition 65 by Starbucks.  
20 Provided however, Plaintiff shall remain free to institute any form of legal action to enforce the  
21 provisions of this Consent Judgment.

22 It is specifically understood and agreed that the Parties intend that Starbucks' compliance  
23 with the terms of this Consent Judgment resolves all issues and liability, now and in the future (so  
24 long as Starbucks complies with the terms of the Consent Judgment) concerning Starbucks and  
25 the Starbucks Releasees' compliance with the requirements of Proposition 65, as to the Listed  
26 Chemicals in the Products.

27 **5.2 Starbucks' Release of Plaintiff.** Starbucks waives all rights to institute any form  
28 of legal action against Plaintiff, or his attorneys or representatives, for all actions taken or

1 statements made by Plaintiff and his attorneys or representatives, in the course of seeking  
2 enforcement of Proposition 65 in this Action.

3 **6. COURT APPROVAL**

4 This Consent Judgment is not effective until it is approved and entered by the Court and  
5 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
6 year after it has been fully executed by all Parties, in which event any monies that have been  
7 provided to Plaintiff or his counsel pursuant to section 3 and/or section 4 above, shall be refunded  
8 within fifteen (15) days.

9 **7. SEVERABILITY**

10 If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
11 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
12 provisions remaining shall not be adversely affected.

13 **8. ATTORNEYS' FEES**

14 In the event that a dispute arises with respect to any provision(s) of this Consent  
15 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover  
16 reasonable and necessary costs and reasonable attorneys' fees incurred from the resolution of  
17 such dispute.

18 **9. GOVERNING LAW**

19 The terms of this Consent Judgment shall be governed by the laws of the State of  
20 California and apply within the State of California. In the event that Proposition 65 is repealed or  
21 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,  
22 then Starbucks shall have no further obligations pursuant to this Consent Judgment with respect  
23 to, and to the extent that, those Products are so affected.

24 **10. NOTICES**

25 All correspondence and notices required to be provided pursuant to this Consent Judgment  
26 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,  
27 return receipt requested or (ii) overnight courier on either Party by the other at the following  
28



1 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,  
2 specify a change of address to which all future notices and other communications shall be sent).

3 To Starbucks:

4 Paula Boggs, General Counsel  
5 Starbucks Corporation  
6 2401 Utah Avenue S  
7 Seattle, WA 98134

7 With a copy to:

8 David Biderman, Esq.  
9 Perkins Coie, LLP  
10 180 Townsend Street, 3<sup>rd</sup> Floor  
11 San Francisco, CA 94107-1909

11 To Plaintiff:

12 Clifford A. Chanler, Esq.  
13 Chanler Law Group  
14 71 Elm Street, Suite 8  
15 New Canaan, CT 06840

15 **11. NO ADMISSIONS**

16 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
17 Starbucks of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance  
18 with this Consent Judgment constitute or be construed as an admission by Starbucks of any fact,  
19 finding, conclusion, issue of law, or violation of law, such being specifically denied by Starbucks.  
20 Starbucks reserves all of its rights and defenses with regard to any claim by any party under  
21 Proposition 65 or otherwise. However, this section shall not diminish or otherwise affect  
22 Starbucks' obligations, responsibilities and duties under this Consent Judgment.

23 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

24 This Consent Judgment may be executed in counterparts and by facsimile, each of which  
25 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
26 same document.

27 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

28

1 Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
2 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall  
3 present this Consent Judgment to the California Attorney General's Office within two (2) days  
4 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment  
5 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date  
6 a hearing is scheduled on such motion in the Superior Court for the County of Marin unless the  
7 Court allows a shorter period of time.

#### 8 14. ADDITIONAL POST EXECUTION ACTIVITIES

9 The Parties shall mutually employ their best efforts to support the entry of this Agreement  
10 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
11 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed  
12 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties  
13 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which  
14 Starbucks' counsel shall prepare, within a reasonable period of time after the Execution Date (*i.e.*,  
15 not to exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based on  
16 unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the  
17 Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be reimbursed  
18 pursuant to Section 4. Starbucks shall have no additional responsibility to Plaintiff's counsel  
19 pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs  
20 incurred with respect to the preparation and filing of the Joint Motion and its supporting  
21 declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings  
22 thereon.

#### 23 15. MODIFICATION

24 This Consent Judgment may be modified only by: (1) written agreement of the Parties  
25 and upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party  
26 as provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney  
27 General shall be served with notice of any proposed modification to this Consent Judgment at  
28 least fifteen (15) days in advance of its consideration by the Court.

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**16. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date:

Date: August 5, 2005

By:  
Plaintiff Russell Brimer

By: *Norman P. Duclote*  
Its: *vice president, R+D/QA*  
Defendant STARBUCKS CORPORATION

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date:

Date: August 5, 2005

CHANLER LAW GROUP

PERKINS COIE LLP

By:  
Clifford A. Chanler  
Attorneys for Plaintiff  
RUSSELL BRIMER

By: *David A. Bideman for*  
David Bideman  
Attorneys for Defendant  
STARBUCKS CORPORATION

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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16. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date: 8.4.05

Date:

By:   
Plaintiff Russell Brimer

By:  
Its:  
Defendant STARBUCKS CORPORATION

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: 8/5/05

Date:

CHANLER LAW GROUP  
By: 

PERKINS COIE LLP  
By:  
David Biderman  
Attorneys for Defendant  
STARBUCKS CORPORATION

Clifford A. Chanler  
Attorneys for Plaintiff  
RUSSELL BRIMER

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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**Exhibit A**

**All glass and ceramic beverage ware (and other tableware) items, including but not limited to, glasses, mugs, bowls, teapots, and glassware with colored designs and/or artwork on their exterior including but not limited to:**

**14 oz. Glass Citrus Mug (#7 62111 65770 1)**

**16 oz. Citrus Ceramic Mug #186198 (7 62111 65769 5)**

1 LARALEI S. PARAS (STATE BAR NO. 203319)  
2 DANIEL BORNSTEIN (STATE BAR NO. 181711)  
3 PARAS LAW GROUP  
4 2560 Ninth Street, Suite 214  
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9 RUSSELL BRIMER

10 DAVID T. BIDERMAN (STATE BAR NO. 101577)  
11 LISA A. DELEHUNT (STATE BAR NO. 228551)  
12 PERKINS COIE LLP  
13 180 Townsend Street, 3rd Floor  
14 San Francisco, California 94107-1909  
15 Tel: (415) 344-7000  
16 Fax: (415) 344-7050

17 Attorneys for Defendant  
18 STARBUCKS CORPORATION

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 IN AND FOR THE COUNTY OF MARIN  
21 UNLIMITED CIVIL JURISDICTION

22 RUSSELL BRIMER,

23 Plaintiff,

24 v.

25 STARBUCKS CORPORATION, and DOES 1  
26 through 150,

27 Defendant.

Case No. CV-045326

**[PROPOSED] JUDGMENT  
PURSUANT TO TERMS OF  
CONSENT JUDGMENT**

Date: February 10, 2006

Time: 9:00 A.M.

Dept.: H

Judge: Hon. John A. Sutro, Jr.

**FILED**

FEB 10 2006

MARIN COUNTY SUPERIOR COURT  
BY: J. BERTOW, DEPUTY

**FILED**

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In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant STARBUCKS CORPORATION, having agreed through their respective counsel that judgment be entered pursuant to the terms of the Consent Judgment entered into by the parties, and after issuing an Order Approving Proposition 65 Settlement Agreement and Consent Judgment on February 10, 2006.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil Procedure section 664.5, judgment is entered in accordance with the terms of the Order Approving Proposition 65 Settlement Agreement and Consent Judgment, between the parties.

IT IS SO ORDERED.

Dated: February 10, 2006

JOHN A. SUTRO, JR.

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Hon. John A. Sutro, Jr.  
JUDGE OF THE SUPERIOR COURT