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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO
12 UNLIMITED JURISDICTION
13

14 RUSSELL BRIMER,

15 Plaintiff,

16 v.

17 ROYAL DOULTON USA, INC.; and DOES 1
18 through 150,

19 Defendants.

Case No. CGC-07-459941

STIPULATION FOR ENTRY OF
JUDGMENT

1 1. The following constitutes the knowing and voluntary election and stipulation of
2 the entity named below ("Company" or "Opt-In Defendant") to join as a Settling Defendant
3 under the Consent Judgment previously entered by the Court in *Brimer v. Royal Doulton USA,*
4 *Inc.; and Does 1 through 150*, San Francisco Superior Court Case No. CGC-07-459941
5 ("Action") and to be bound by the terms of that "Consent Judgment."

6 2. At any time during the three (3)-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 Products, as
9 defined in the Consent Judgment (Section 1.3).

10 3. At least one of these Products contained, during the Relevant Period, *Exterior*
11 *Decorations* comprised of more than 600 parts per million of lead and/or 4800 parts per million
12 of cadmium. The Company has not provided compliant Proposition 65 warnings in
13 conjunction with the sale or use of all such Products in California at all times during the
14 Relevant Period.

15 4. The Company has not conducted a risk or exposure assessment on the *Exterior*
16 *Decorations* used on all Products firmly establishing that the use of such Products will result in
17 an exposure in an amount less than that deemed permissible in 22 Cal. Code Regs. §12805(b).

18 5. The Company agrees to be bound by the injunctive relief provisions set forth in
19 Section 2 of the Consent Judgment as it relates to the Products.

20 6. At least 65 days prior to the submissions of this Stipulation to the Court for
21 entry, provided that it has been mailed to counsel to the Settling Defendants at the address
22 shown in Section 10 of the Consent Judgment, the Company agrees to be deemed to have
23 accepted service of a 60-day notice letter from Russell Brimer ("Brimer") alleging certain
24 violations of Proposition 65 with respect to sales of the Products.

25 7. The Company hereby stipulates to be deemed to have voluntarily accepted
26 service of the summons and complaint in this Action upon the filing of this Stipulation and
27 agrees to be subject to the jurisdiction of the Court for purposes of the Consent Judgment.
28

1 8. Future notices concerning this Stipulation and the Consent Judgment shall be
2 provided to the Company through Settling Defendants counsel as shown in Section 10 of the
3 Consent Judgment. If the Company desires to change the individual and/or address designated
4 to receive notice on its behalf, the Company shall provide written notice to Brimer and Settling
5 Defendants' counsel via certified mail, return receipt requested or overnight courier at the
6 addresses for them listed in Section 10 of the Consent Judgment.

7 9. The undersigned have read, and the person and/or entity named below
8 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation
9 and the Consent Judgment as previously approved and entered by the San Francisco County
10 Superior Court in this Action.

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

13 **IT IS HEREBY STIPULATED AND AGREED TO:**

14 By: 
15 (signature)

14 By: 
15 On Behalf of Plaintiff, Russell Brimer

16 IAN J. DUDSON
17 Name (printed/typed)
18 CHIEF EXECUTIVE OFFICER
19 Title (printed/typed)

20 On Behalf of: DUDSON (HOLDINGS) LIMITED
21 AND ITS SUBSIDIARIES :-
22 DUDSON LTD.
DUDSON USA INC.
(Insert Company Name)

23 Opt-In Defendant

24 Dated: 9th AUGUST 2007

24 Dated: 4/29/08