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15 Attorneys for Plaintiff
16 RUSSELL BRIMER

FILED
San Francisco County Superior Court
AUG 23 2005
GORDON PARILLAS
By: *[Signature]*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF SAN FRANCISCO
13 UNLIMITED CIVIL JURSDICTION

16 RUSSELL BRIMER,)
17 Plaintiff,)
18 v.)
19 RENO-TAHOE SPECIALTY, INC.;)
20 SAFEWAY, INC.; and DOES 1 through 150,)
21 Defendants.)

No. CGC 04-435214
(JCR)
~~[PROPOSED]~~ JUDGMENT
PURSUANT TO TERMS OF
CONSENT JUDGMENT

Date: July 6, 2005
Time: 9:30 a.m.
Dept: 502 (JCR)
Judge: Hon. Ronald Evans-Quidachay

KEVIN M. McCARTHY

1 In the above-entitled action, Plaintiff Russell Brimer and Defendant RENO-TAHOE
2 SPECIALTY, INC., having agreed through their respective counsel that judgment be entered
3 pursuant to the terms of the Consent Judgment entered into by the parties, and after issuing an Order
4 Approving Proposition 65 Settlement Agreement and Consent Judgment on July 6, 2005.

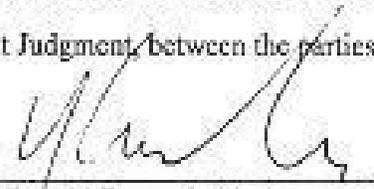
5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
6 Procedure section 664.5, judgment is entered in accordance with the terms of the Order Approving
7 Proposition 65 Settlement Agreement and Consent Judgment between the parties.

8 IT IS SO ORDERED.

9 Dated:

AUG 05 2005

(JCR)


Hon. ~~Richard Evans Quidachay~~
JUDGE OF THE SUPERIOR COURT

11 KEVIN M. MCCARTHY

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13 # 435 214
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16 RUSSELL BRIMER

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 IN AND FOR THE COUNTY OF SAN FRANCISCO
19 UNLIMITED CIVIL JURISDICTION

20 RUSSELL BRIMER,
21 Plaintiff,

22 v.

23 RENO-TAHOE SPECIALTY, INC.;
24 SAFEWAY, INC.; and DOES 1 through 150,
25 Defendants.

26 No. CGC-04-435214
27 (JCR)

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

Date: July 6, 2005

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Ronald Evans ~~Quindley~~ (JCR)

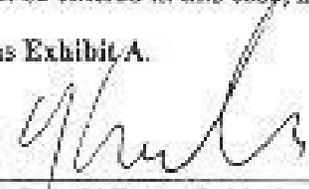
KEVIN M. MCCARTHY

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant RENO-TAHOE
2 SPECIALTY, INC., ("Settling Defendant"), having agreed through their respective counsel that
3 judgment be entered pursuant to the terms of the Consent Judgment entered into by the above-
4 referenced parties and attached hereto as Exhibit A, and after consideration of the papers
5 submitted ^{(JCR) appearance: Stephen Sayed for Plaintiff} and the arguments presented, the Court finds that the settlement agreement set out in the
6 attached 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: AUG 05 2005 (JCR) 
17 Hon. ~~Ronald Evans Guidachey~~
18 JUDGE OF THE SUPERIOR COURT

19 KEVIN M. MCCARTHY

20 #435214

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8 Russell Brimer

9 James Robert Maxwell (State Bar No. 143203)
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11 ROGERS JOSEPH O'DONNELL & PHILLIPS, LLP
12 311 California Street
13 San Francisco, CA 94104
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15 Facsimile: (415) 956-6457

16 Attorneys for Defendants
17 Reno-Tahoe Specialty, Inc.

EXHIBIT "A"

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 CITY AND COUNTY OF SAN FRANCISCO
20 UNLIMITED JURISDICTION

21 RUSSELL BRIMER,

22 Plaintiff,

23 v.

24 RENO-TAHOE SPECIALTY, INC., SAFEWAY,
25 INC., and DOES 1 through 150,

26 Defendants.

Case No. CGC-04-435214

**STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT**

27 1. INTRODUCTION

28 1.1 Plaintiff and Settling Defendant. This Consent Judgment is entered into by and
between plaintiff Russell Brimer (hereafter "Brimer" or "Plaintiff") and RENO-TAHOE

1 SPECIALTY, INC. (hereafter "RENO-TAHOE"), with Plaintiff and RENO-TAHOE collectively
2 referred to as the "Parties" and Brimer and RENO-TAHOE each being a "Party."

3 1.2 **Plaintiff.** Brimer is an individual residing in Alameda County, California who
4 seeks to promote awareness of exposures to toxic chemicals and improve human health by
5 reducing or eliminating hazardous substances contained in consumer and industrial products.

6 1.3 **General Allegations.** Plaintiff alleges that RENO-TAHOE has manufactured,
7 distributed and/or sold in the State of California shot glasses and other glass tableware products
8 with colored artwork, designs or markings on the exterior surface with materials that contain lead
9 and/or cadmium that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act
10 of 1986, California Health & Safety Code §§ 25249.5 et seq., also known as Proposition 65, to
11 cause cancer and birth defects (or other reproductive harm). Lead and cadmium shall be referred
12 to herein as "Listed Chemicals."

13 1.4 **Product Descriptions.** The products that are covered by this Consent Judgment
14 are defined as follows: all glass and/or ceramic tableware products manufactured, sold and/or
15 distributed by RENO-TAHOE with colored artwork, designs or markings on the exterior surface,
16 including, by way of example and without limitation, tableware products contained in the items
17 listed at Exhibit A. Such products collectively are referred to herein as the "Products."

18 1.5 **Notices of Violation.** Beginning on July 30, 2004, Brimer served RENO-TAHOE
19 and various public enforcement agencies with documents, entitled "60-Day Notice of Violation"
20 ("Notice"), that provided RENO-TAHOE and such public enforcers with notice that alleged that
21 RENO-TAHOE was in violation of Health & Safety Code § 25249.6 for failing to warn
22 purchasers that certain products that it sold expose users in California to lead and/or cadmium.

23 1.6 **Complaint.** On October 5, 2004, Brimer, in the interest of the general public in
24 California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the
25 Superior Court for the City and County of San Francisco against RENO-TAHOE and Does 1
26 through 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged
27 exposures to one or more of the Listed Chemicals contained in certain products sold by RENO-
28 TAHOE.

1 1.7 **No Admission.** RENO-TAHOE denies the material factual and legal allegations
2 contained in Plaintiff's Notices and Complaint and maintains that all products that it has sold and
3 distributed in California including the Products have been and are in compliance with all laws.
4 Nothing in this Consent Judgment shall be construed as an admission by RENO-TAHOE of any
5 fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement
6 constitute or be construed as an admission by RENO-TAHOE of any fact, finding, conclusion,
7 issue of law or violation of law. However, this section shall not diminish or otherwise affect the
8 obligations, responsibilities and duties of RENO-TAHOE under this Consent Judgment.

9 1.8 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
10 stipulate that this Court has jurisdiction over the allegations of violations contained in the
11 Complaint and personal jurisdiction over RENO-TAHOE as to the acts alleged in the Complaint,
12 that venue is proper in the County of San Francisco, and that this Court has jurisdiction to enter
13 this Consent Judgment and to enforce the provisions thereof.

14 1.9 **Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall
15 be February 28, 2005.

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

17 2.1 **WARNINGS AND REFORMULATION OBLIGATIONS**

18 (a) **Required Warnings.** After March 15, 2005, RENO-TAHOE shall not
19 transmit to any retailer to sell or offer for sale in California any Products containing the Listed
20 Chemicals, unless warnings are given in accordance with one or more provisions in
21 subsection 2.2 below.

22 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and
23 2.2 below shall not apply to:

- 24 (i) any Products manufactured before December 31, 2004, or
25 (ii) Reformulated Products as defined in subsection 2.3 below.

26 *///*

27 *///*

28 *///*

1 2.2 **CLEAR AND REASONABLE WARNINGS**

2 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or
3 directly to or on a Product by RENO-TAHOE, its agent, or the manufacturer, importer, or
4 distributor of the Product that states:

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

10 or

11 **WARNING:** The materials used as colored decorations on the
12 exterior of these products contain chemicals
13 known to the State of California to cause birth
14 defects or other reproductive harm.

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

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

26 (c) **Point of Sale warnings** may be provided through one or more signs
27 posted at or near the point of sale or display of the Products that state:

28 **WARNING:** The materials used as colored decorations on the
exterior of this product contain lead and
cadmium, chemicals known to the State of

1 California to cause birth defects or other
2 reproductive harm.

3 or

4 **WARNING:** The materials used as colored decorations on the
5 exterior of glassware products sold in this store
6 contain lead and cadmium, chemicals known to
7 the State of California to cause birth defects or
8 other reproductive harm.¹

9 or

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

15 (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)
16 shall be prominently placed with such conspicuousness as compared with other words,
17 statements, designs, or devices as to render it likely to be read and understood by an ordinary
18 individual under customary conditions of use or purchase and shall be placed or written in a
19 manner such that the consumer understands to which specific Products the warnings apply so as
20 to minimize if not eliminate the chances that an overwarning situation will arise. Any changes to
21 the language or format of the warning required for Products by this subsection shall only be made
22 following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office,
23 provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to
24 comment; or (3) Court approval.

25 (iii) If RENO-TAHOE intends to utilize point of sale warnings to
26 comply with this Consent Judgment, it must provide notice as required by this Consent Judgment
27 to each retailer to whom RENO-TAHOE ships the Products for sale in California and obtain the
28 written consent of such retailer before shipping the Products. Such notice shall include a copy of

¹ 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 this Consent Judgment and any required warning materials (including, as appropriate, signs
2 and/or stickers). If RENO-TAHOE has obtained the consent of a retailer, RENO-TAHOE shall
3 not be found to have violated this Consent Judgment if it has complied with the terms of this
4 Consent Judgment and has proof that it transmitted the requisite warnings in the manner provided
5 herein.

6 **2.3 REFORMULATION STANDARDS:** Products satisfying the conditions of
7 section 2.3(a) and 2.3(b) are referred to as "Reformulated Products" and are defined as follows:

8 (a) If the colored artwork, designs or markings on the exterior surface of the
9 Product do not extend into the top 20 millimeters of the ware (*i.e.*, below the exterior portion of
10 the lip and rim area as defined by American Society of Testing and Materials Standard Test
11 Method C 927-99, hereinafter the "Lip and Rim Area"), and produce a test result no higher than
12 1.0 micrograms (μg) of lead using a Ghost Wipe™ test applied on the decorated portions of the
13 surface of the Product performed as outlined in NIOSH method no. 9100, such Product is a
14 Reformulated Product; or

15 (b) If the Product utilizes paints for all colored artwork, designs or markings
16 containing six one-hundredths of one percent (0.06%) lead by weight or less as measured at
17 RENO-TAHOE's option, either before or after the material is fired onto (or otherwise affixed to)
18 the Product, using a sample size of the materials in question measuring approximately 50-100 mg
19 and a test method of sufficient sensitivity to establish a limit of quantitation (as distinguished
20 from detection) of less than 600 parts per million ("ppm"), such Product is a Reformulated
21 Product.

22 **2.4 REFORMULATION COMMITMENT.** By entering into this Stipulation and
23 Consent Judgment, RENO-TAHOE hereby commits that as a continuing matter of corporate
24 policy, RENO-TAHOE intends to undertake good faith efforts, taking into consideration RENO-
25 TAHOE's operational and product licensing restrictions, to ensure that as many Products as
26 reasonably possible shall qualify as Reformulated Products, and to satisfy that obligation by
27 either:
28

1 (a) A commitment by October 1, 2005 to reach 80% (eighty percent) or more
2 Reformulated Products for Products Reno-Tahoe ships or causes to be shipped for sale into
3 California, and a commitment to make commercially reasonable efforts thereafter to reach 100%
4 (one-hundred percent) Reformulated Products for Products Reno-Tahoe ships or causes to be
5 shipped for sale into California; or

6 (b) A commitment that beginning October 1, 2005, RENO-TAHOE will obtain
7 from the parties that manufacture the Products it ships or causes to be shipped for sale into
8 California test results confirming such Products meet the criteria for painted artwork specified in
9 paragraph 2.3 of this Consent Judgment. RENO-TAHOE will retain a copy of the test results
10 demonstrating compliance with paragraph 2.3 it receives from its manufacturers for a period of
11 two (2) years after the last date it ships such items into California. RENO-TAHOE shall produce
12 any such test results within fifteen (15) days upon Plaintiff's written request.

13 **3. MONETARY PAYMENTS.**

14 3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b). Pursuant to
15 Health & Safety Code Section 25249.7(b), RENO-TAHOE shall pay \$4000 in civil penalties.
16 The penalty payment shall be made payable to "Chanler Law Group in Trust For Russell Brimer,"
17 and shall be sent to Plaintiff's counsel on or before February 28, 2005, at the following address:

18
19 CHANLER LAW GROUP
20 Attn: Clifford A. Chanler
21 71 Elm Street, Suite 8
22 New Canaan, CT 06840

23 (a) In the event that RENO-TAHOE pays any penalty and the Consent
24 Judgment is not thereafter approved and entered by the Court, Brimer shall return any penalty
25 funds paid under this agreement within fifteen (15) days of receipt of a written request from
26 RENO-TAHOE following notice of the issuance of the Court's decision.

27 (b) The Parties agree that RENO-TAHOE's potential interest in and ability to
28 acquire and market Reformulated Products is to be accounted for in this section and, since it is
not a remedy provided for by law, the absence of RENO-TAHOE previously acquiring.

1 manufacturing, marketing or selling Reformulated Products is not relevant to the establishment of
2 a penalty amount pursuant to section 3.1 above.

3 (c) **Apportionment of Penalties Received.** After Court approval of this
4 Consent Judgment pursuant to section 6, all penalty monies received shall be apportioned by
5 Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to
6 the State of California's Office of Environmental Health Hazard Assessment and the remaining
7 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code
8 § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State of
9 California the appropriate civil penalties paid in accordance with this section.

10 **4. REIMBURSEMENT OF FEES AND COSTS**

11 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this
12 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
13 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
14 RENO-TAHOE then expressed a desire to resolve the fee and cost issue shortly after the other
15 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
16 the compensation due to Plaintiff and his counsel under the private attorney general doctrine
17 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date
18 of the Agreement. Under the private attorney general doctrine codified at Code of Civil
19 Procedure § 1021.5, RENO-TAHOE shall reimburse Plaintiff and his counsel for fees and costs,
20 incurred as a result of investigating, bringing this matter to RENO-TAHOE's attention, litigating
21 and negotiating a settlement in the public interest. RENO-TAHOE shall pay Plaintiff and his
22 counsel \$28,000 for all attorneys' fees, expert and investigation fees, and litigation costs. The
23 payment shall be made payable to the "Chanler Law Group" and shall be made in two
24 installments. The first installment shall be in the amount of \$12,000 sent to Plaintiff's counsel on
25 or before February 28, 2005, and the second installment shall be in the amount of \$16,000 sent to
26 plaintiff's counsel on or before March 16, 2005, at the following address:

27 CHANLER LAW GROUP
28 Attn: Clifford A. Chanler

4.2 Except as specifically provided in this Consent Judgment, RENO-TAHOE shall have no further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with regard to the Products covered in this Action.

5. RELEASE OF ALL CLAIMS

5.1 **Plaintiff's Release of RENO-TAHOE.** In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to sections 3 and 4, Plaintiff, on behalf of himself, his past and current agents, representatives, attorneys, successors and/or assignees, and in the interest of the general public, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action, and releases all claims, including, without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against RENO-TAHOE and each of its manufacturers, distributors, wholesalers, licensors, licensees, auctioneers, retailers (including but not limited to Safeway Inc.), dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees or any other person in the course of doing business who may use, maintain, distribute, manufacture or sell the Products (collectively, "RENO-TAHOE Releasees") arising under Proposition 65, Business & Professions Code § 17200 et seq. and Business & Professions Code § 17500 et seq., related to RENO-TAHOE's or the RENO-TAHOE Releasees' alleged failure to warn about exposures to or identification of Listed Chemicals contained in the Products.

The Parties further agree and acknowledge that this Consent Judgment is a full, final, and binding resolution of any violation of Proposition 65, Business & Professions Code §§ 17200 et seq. and Business & Professions Code §§ 17500 et seq., that have been or could have been asserted in the Complaints against RENO-TAHOE for its alleged failure to provide clear and

1 reasonable warnings of exposure to or identification of Listed Chemicals in the Products and
2 Plaintiff agrees that the payments made by RENO-TAHOE hereunder resolve this matter fully
3 and fairly on behalf of the People of the State of California.

4 In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waives all rights
5 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims
6 against the RENO-TAHOE Releasees arising under Proposition 65, Business & Professions Code
7 §§ 17200 et seq. and Business & Professions Code §§ 17500 et seq., related to each of the RENO-
8 TAHOE Releasees' alleged failures to warn about exposures to or identification of Listed
9 Chemicals contained in the Products and for all actions or statements made by RENO-TAHOE or
10 its attorneys or representatives, in the course of responding to alleged violations of
11 Proposition 65, Business & Professions Code §§ 17200 or Business & Professions Code
12 §§ 17500 by RENO-TAHOE. Provided however, Plaintiff shall remain free to institute any form
13 of legal action to enforce the provisions of this Consent Judgment.

14 It is specifically understood and agreed that the Parties intend that RENO-TAHOE's
15 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in
16 the future (so long as RENO-TAHOE complies with the terms of the Consent Judgment)
17 concerning RENO-TAHOE and the RENO-TAHOE Releasees' compliance with the
18 requirements of Proposition 65, Business and Professions Code §§ 17200 et seq. and Business &
19 Professions Code §§ 17500 et seq., as to the Listed Chemicals in the Products.

20 5.2 RENO-TAHOE's Release of Plaintiff. RENO-TAHOE waives all rights to
21 institute any form of legal action against Plaintiff, or his attorneys or representatives, for all
22 actions taken or statements made by Plaintiff and his attorneys or representatives, in the course of
23 seeking enforcement of Proposition 65, Business & Professions Code §§ 17200 et seq. or
24 Business & Professions Code §§ 17500 et seq. in this Action.

25 6. COURT APPROVAL

26 This Consent Judgment is not effective until it is approved and entered by the Court and
27 shall be null and void if, for any reason, it is not approved and entered by the Court within one
28 year after it has been fully executed by all Parties, in which event any monies that have been

1 provided to Plaintiff or his counsel pursuant to section 3 and/or section 4 above, shall be refunded
2 within fifteen (15) days.

3 **7. SEVERABILITY**

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

7 **8. ATTORNEYS' FEES**

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

12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of
14 California and apply within the State of California. In the event that Proposition 65 is repealed or
15 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,
16 then RENO-TAHOE shall have no further obligations pursuant to this Consent Judgment with
17 respect to, and to the extent that, these Products are so affected.

18 **10. NOTICES**

19 All correspondence and notices required to be provided pursuant to this Consent Judgment
20 shall be in writing and personally delivered or sent by: (i) first-class, registered, certified mail,
21 return receipt requested or (ii) overnight courier on either Party by the other at the following
22 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,
23 specify a change of address to which all future notices and other communications shall be sent.)

24 To RENO-TAHOE:

25 Brent W. Gramanz, President
26 Reno-Tahoe Specialty Inc.
27 550 Valley Road
28 Reno, NV 89512

1 With a copy to:

2 James Robert Maxwell, Esq.
3 Rogers Joseph O'Donnell & Phillips, LLP
4 311 California Street
San Francisco, CA 94104

5 To Plaintiff:

6 Clifford A. Chanler, Esq.
7 Chanler Law Group
8 71 Elm Street, Suite 8
New Canaan, CT 06840

9 **11. NO ADMISSIONS**

10 Nothing in this Consent Judgment shall constitute or be construed as an admission by
11 RENO-TAHOE of any fact, finding, conclusion, issue of law, or violation of law, nor shall
12 compliance with this Consent Judgment constitute or be construed as an admission by RENO-
13 TAHOE of any fact, finding, conclusion, issue of law, or violation of law, such being specifically
14 denied by RENO-TAHOE. RENO-TAHOE reserves all of its rights and defenses with regard to
15 any claim by any party under Proposition 65 or otherwise. However, this section shall not
16 diminish or otherwise affect RENO-TAHOE's obligations, responsibilities and duties under this
17 Consent Judgment.

18 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

23 Plaintiff agrees to comply with the reporting form requirements referenced in Health &
24 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall
25 present this Consent Judgment to the California Attorney General's Office within two (2) days
26 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment
27 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date
28

1 a hearing is scheduled on such motion in the Superior Court for the City and County of
2 San Francisco unless the Court allows a shorter period of time.

3 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

4 The Parties shall mutually employ their best efforts to support the entry of this Agreement
5 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
6 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
7 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
8 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which
9 RENO-TAHOE's counsel shall prepare, within a reasonable period of time after the Execution
10 Date (i.e., not to exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based
11 on unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the
12 Joint Motion which shall, inter alia, set forth support for the fees and costs to be reimbursed
13 pursuant to Section 4. RENO-TAHOE shall have no additional responsibility to Plaintiff's
14 counsel pursuant to C.C.P. § 1021.3 or otherwise with regard to reimbursement of any fees and
15 costs incurred with respect to the preparation and filing of the Joint Motion and its supporting
16 declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings
17 thereon.

18 **15. MODIFICATION**

19 This Consent Judgment may be modified, including pursuant to section 2.3(e) above, only
20 by: (1) written agreement of the Parties and upon entry of a modified Consent Judgment by the
21 Court thereon, or (2) motion of any Party as provided by law and upon entry of a modified
22 Consent Judgment by the Court. The Attorney General shall be served with notice of any
23 proposed modification to this Consent Judgment at least fifteen (15) days in advance of its
24 consideration by the Court.

1 16. AUTHORIZATION

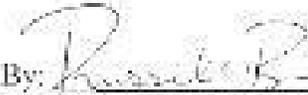
2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood and agree to all of the terms and conditions of this
4 Consent Judgment.

5
6
7 AGREED TO:

AGREED TO:

8 Date: 2.28.05

Date: _____

9
10 By: 
11 Plaintiff Russell Brimer

By: _____
Defendant RENO-TAHOE SPECIALTY, INC.

12
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14 Date: _____

Date: _____

15
16 CHANLER LAW GROUP

Rogers Joseph O'Donnell & Phillips, LLP

17
18 By: _____
19 Clifford A. Chandler
Attorneys for Plaintiff
RUSSELL BRIMER

By: _____
James Robert Maxwell, Esq.
Attorney for Defendant
RENO-TAHOE SPECIALTY, INC.

20
21
22 IT IS SO ORDERED.

23
24 Date: _____

JUDGE OF THE SUPERIOR COURT

1 16. AUTHORIZATION

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

5
6 AGREED TO:

AGREED TO:

7
8 Date: 2.28.05

Date: _____

9
10 By: Russell Brimer
11 Plaintiff Russell Brimer

By: _____
Defendant RENO-TAHOE SPECIALTY, INC.

12
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14 Date: _____

Date: _____

15
16 CHANLER LAW GROUP

Rogers Joseph O'Donnell & Phillips, LLP

17
18 By: _____
19 Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By: _____
James Robert Maxwell, Esq.
Attorney for Defendant
RENO-TAHOE SPECIALTY, INC.

20
21
22 IT IS SO ORDERED.

23
24 Date: _____

JUDGE OF THE SUPERIOR COURT

1 16. AUTHORIZATION

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

5
6 AGREED TO:

AGREED TO:

7
8 Date: _____

Date: _____

9
10 By: _____
11 Plaintiff Russell Brimer

By: _____
Defendant RENO-TAHOE SPECIALTY, INC.

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13 APPROVED AS TO FORM:

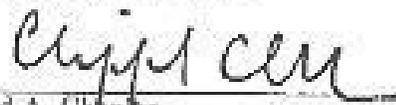
APPROVED AS TO FORM:

14 Date: 5/9/05

Date: _____

15
16 CHANLER LAW GROUP

Rogers Joseph O'Donnell & Phillips, LLP

17 By: 
18 Clifford A. Chanler
19 Attorneys for Plaintiff
RUSSELL BRIMER

By: _____
James Robert Maxwell, Esq.
Attorney for Defendant
RENO-TAHOE SPECIALTY, INC.

20
21
22 IT IS SO ORDERED.

23
24 Date: _____

JUDGE OF THE SUPERIOR COURT

1 16. AUTHORIZATION

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

5
6 AGREED TO:

AGREED TO:

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8 Date: _____

Date: 2/18/05

9
10 By _____
11 Plaintiff Russell Brimer

By Brent N. Hummer Pres.
Defendant RENO-TAHOE SPECIALTY, INC.

12
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14
15 Date: _____

Date: 2/23/05

16 CHANLER LAW GROUP

Rogers Joseph O'Donnell & Phillips, LLP

17
18 By _____
19 Clifford A. Chanler
Attorneys for Plaintiff
RUSSELL BRIMER

By [Signature]
Janice Robert Maxwell, Esq.
Attorney for Defendant
RENO-TAHOE SPECIALTY, INC.

20
21
22 IT IS SO ORDERED.

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24 Date: _____

JUDGE OF THE SUPERIOR COURT

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Exhibit A

All glass and/or ceramic glasses, mugs, bowls, teapots, and other tableware with colored designs and/or artwork on the exterior, including but not limited to:

<u>ITEM NUMBER</u>	<u>ITEM DESCRIPTION</u>
(#0 29857 11656 6) Lake Tahoe Shot Glass	
2001008900090	SHOT PHOTO CRYSTAL WATERS
2001008900179	SHOT FROST EMERALD BAY
2001008900424	SHOT SAND/SAIL EMERALD BAY
2001008900816	SHOT FROST CUTOUT LAKE TAHOE
2001008900833	SHOT CLEAR WITH BLACK BEAR
2001008900857	SHOT CLEAR WITH SQUIRREL
2001008900893	SHOT 1/2 FROST CARDS AND DICE
2001008900905	SHOT LT SAILBOAT & GULL & MTN
2001008900906	SHOT FROST BLACK/GOLD SAILBOAT
2001008901011	SHOT FROST LAKE TAHOE CARTOON
2001008901833	SHOT FROST WITH BLACK BEAR
2001008901857	SHOT FROST WITH SQUIRREL
2001008901907	SHOT CLEAR SAILBOAT & SEAGULL
2001008903851	SHOT CLEAR WITH BLUE SWIRL
2001008910874	SHOT OPTIC LT SAILBOAT & ROSE
2001008920821	SHOT FROST GREEN SAILBOATS
2001008920824	SHOT GREEN EMERALD BAY
2001008920852	SHOT FROST PURPLE & BLUE LT

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2001008923004	SHOT FROST BLUE MIDNIGHT
2001008930821	CORDIAL TAPERED GREEN SAILBOATS
2001008930852	CORDIAL TAPERED FROST PURP/BLUE
2001008923004	CORDIAL TAPERED MIDNIGHT
2001008933851	SHOT CLEAR TRUMPET BLUE SWIRL
2001008941833	CORDIAL 4" FROST WITH BEAR
2001008943004	CORDIAL FROST BLUE MIDNIGHT
2001008943851	CORDIAL CLEAR WITH BLUE SWIRL
2001008950852	CORDIAL COBALT WITH BASE
2001008963851	TULIP CLEAR GLASS WITH BLUE SWIRL
<u>2001008970821</u>	<u>SHOT 7.5" FROST GRN SAILBOAT/TREES</u>