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10 Attorneys for Plaintiff  
Russell Brimer

11 Ray Lynch (State Bar No. 119065)  
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13 Telephone: (415) 777-3200  
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15 Attorneys for Defendant  
16 Four Star International Trading Company

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 IN AND FOR THE COUNTY OF MARIN

19 UNLIMITED CIVIL JURISDICTION

20 RUSSELL BRIMER,

21 Plaintiff,

22 v.

23 FOUR STAR; WALGREEN CO.; and DOES 1  
24 through 150,

25 Defendants.

Case No. CV 045307

PROOF OF SERVICE

26  
27  
28  
PROOF OF SERVICE

1 I am employed in the County of Marin, State of California. I am a citizen of the United  
2 States, over the age of 18 years, and not a party to the within action. My business address is 655  
3 Redwood Hwy., Suite 216, Mill Valley, CA 94941.

4 On June 10, 2005, I served the following document(s), described as:

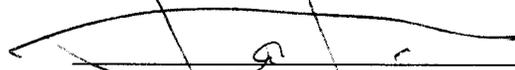
5 **REPORT OF ENTRY OF JUDGMENT**

6 on each interested party as follows:

7 Office of the California Attorney General  
8 Proposition 65 Enforcement Reporting  
9 Attention: Prop 65 Coordinator  
10 1515 Clay Street, Suite 2000  
11 Oakland, CA 94612-0550

12 XXX (BY MAIL) I placed a true and correct copy of the foregoing document(s) in a sealed  
13 envelope addressed to each interested party as set forth above. I placed each such envelope, with  
14 postage thereon fully prepaid, for collection and mailing in one of the United States Post Office  
15 Boxes located outside of the Shelter Bay Office Complex, located at 655 Redwood Hwy. in Mill  
16 Valley, California.

17 Executed this 10<sup>th</sup> day of June 2005, at Mill Valley, California. I declare under the  
18 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

19   
20 Paul Tran  
21



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9 Laralei S. Paras, State Bar No. 203319  
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17 RUSSELL BRIMER

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

21 RUSSELL BRIMER, )

22 Plaintiff )

23 v. )

24 FOUR STAR; WALGREEN CO.; and DOES 1 )  
25 through 150, )

26 Defendants. )  
27 )  
28 )

No. CV 045307

~~PROPOSED~~ ORDER PURSUANT  
TO TERMS OF CONSENT  
JUDGMENT

Date: June 7, 2005

Time: 9:00 a.m.

Dept.: E

Judge: Hon. James R. Ritchie

FILED

JUN 07 2005

MARIN COUNTY SUPERIOR COURT  
By: R. Anderson, Deputy

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant FOUR STAR  
2 INTERNATIONAL TRADING COMPANY, INC., et al., having agreed through their respective  
3 counsel that judgment be entered pursuant to the terms of the Consent Judgment entered into by the  
4 above-referenced parties and attached hereto as **Exhibit A**; and after consideration of the papers  
5 submitted 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<sup>6</sup> (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: 6/7, 2005  
17

18 J.R. Ritchie

19 \_\_\_\_\_  
20 Hon. James R. Ritchie  
21 JUDGE OF THE SUPERIOR COURT  
22  
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Attorneys for Plaintiff  
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Attorneys for Defendant  
Four Star International Trading Company

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

RUSSELL BRIMER,

Plaintiff,

v.

FOUR STAR; WALGREEN CO.; and DOES 1  
through 150,

Defendants.

Case No. CV 045307

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

**1. INTRODUCTION**

1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and between plaintiff Russell Brimer (hereafter "Brimer" or "Plaintiff") and Four Star Group USA,

Inc. and Four Star Group, Inc. ("Four Star"), with Plaintiff and Four Star collectively referred to as the "Parties" and Brimer and Four Star each being a "Party."

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

1.3 **General Allegations.** Plaintiff alleges that Four Star has manufactured, distributed and/or sold in the State of California Candleholders (including Pressed Flower Heart Candle Holders) that contain lead (and/or lead compounds) that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 et seq., also known as Proposition 65, to cause cancer and birth defects (or other reproductive harm). Lead (and/or lead compounds) shall be referred to herein as "Listed Chemicals."

1.4 **Product Descriptions.** The products that are covered by this Consent Judgment are defined as follows: all candleholders (including Pressed Flower Heart Candle Holders) containing lead manufactured, sold and/or distributed by Four Star including, by way of example and without limitation, the products listed at EXHIBIT A. Such products collectively are referred to herein as the "Products."

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

1.6 **Complaint.** On December 6, 2004, Brimer, in the interest of the general public in California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the Superior Court in and for the County of Marin against Four Star and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged exposures to one or more of the Listed Chemicals contained in certain products sold by Four Star.

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

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

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

**2. INJUNCTIVE RELIEF: PROPOSITION 65**

**2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

(a) **Required Warnings.** After February 28, 2005, Four Star shall not transmit to any retailer to sell or offer for sale in California any Products containing the Listed Chemicals, unless warnings are given in accordance with one or more provisions in subsection 2.2 below.

(b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and 2.2 below shall not apply to any Reformulated Products as defined in subsection 2.3 below.

**2.2 CLEAR AND REASONABLE WARNINGS**

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

**WARNING: The materials used on the exterior of this product contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm. Wash hands after handling.**

or

**WARNING: The materials used on the exterior of the following products contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm. Wash hands after handling.**

Warnings issued for Products pursuant to this subsection shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions of use or purchase. Any changes to the language or format of the warning required by this subsection shall only be made following: (1) approval of Plaintiff; (2) approval from the

California Attorney General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

(b) **Point-of-Sale Warnings.** Four Star may execute its warning obligations, 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), 2.2(b)(ii) and 2.2(b)(iii).

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

**WARNING: The materials used on the exterior of this product contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm.**

(ii) A point of sale warning provided pursuant to subsection 2.2(b)(i) shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions of use or purchase and shall be placed or written in a manner such that the consumer understands to which specific Products the warnings apply so as to minimize if not eliminate the chances that an overwarning situation will arise. Any changes to 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, provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

(iii) If Four Star intends to utilize point of sale warnings to comply with this Consent Judgment, it must provide notice as required by this Consent Judgment to each retailer to whom Four Star ships the Products for sale in California and obtain the written consent

of such retailer before shipping the Products. Such notice shall include a copy of this Consent Judgment and any required warning materials (including, as appropriate, signs and/or stickers). If Four Star has obtained the consent of a retailer, Four Star shall not be found to have violated this Consent Judgment if it has complied with the terms of this Consent Judgment and has proof that it transmitted the requisite warnings in the manner provided herein.

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

(a) any Product containing 0.1 percent (.1%) lead or less (by weight) in each material used in the Products (such as solder and came).

(b) Any Product, for which the reasonably foreseeable exposure to the Listed Chemical from the product is indirect, that yields a result of less than 5 micrograms (ugs) of lead by a Ghost Wipe test conducted on all metal portions of the perimeter or other surface area of the Product, performed as outlined in NIOSH method of detection 9100.

(c) Any changes to these reformulation standards shall only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

**2.4 REFORMULATION COMMITMENT.** By entering into this Stipulation and Consent Judgment, Four Star hereby commits that as a continuing matter of corporate policy, Four Star intends to undertake all commercially reasonable efforts to ensure that all of its Products qualify as Reformulated Products.

### **3. MONETARY PAYMENTS.**

**3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to Health & Safety Code Section 25249.7(b), Four Star shall pay \$3,200 in civil penalties. The penalty

payment shall be made payable to "Chanler Law Group in Trust For Russell Brimer," and shall be delivered to Plaintiff's counsel on or before February 28, 2005, at the following address:

CHANLER LAW GROUP  
Attn: Clifford A. Chanler  
71 Elm Street, Suite 8  
New Canaan, CT 06840

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

(b) The Parties agree that Four Star's potential interest in and ability to 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 Four Star previously acquiring, manufacturing, marketing or selling Reformulated Products is not relevant to the establishment of a penalty amount pursuant to section 3.1 above.

(c) **Apportionment of Penalties Received.** After Court approval of this Consent Judgment pursuant to section 6, all penalty monies received shall be apportioned by Plaintiff in accordance with Health & Safety Code § 25192, with 75% of these funds remitted to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty monies retained by Plaintiff as provided by Health & Safety Code § 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.

#### 4. REIMBURSEMENT OF FEES AND COSTS

4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby

leaving this fee issue to be resolved after the material terms of the agreement had been settled. Four Star then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Plaintiff and his counsel under the private attorney general doctrine codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date of the Agreement. Under the private attorney general doctrine codified at Code of Civil Procedure § 1021.5, Four Star shall reimburse Plaintiff and his counsel for fees and costs, incurred as a result of investigating, bringing this matter to Four Star's attention, litigating and negotiating a settlement in the public interest. Four Star shall pay Plaintiff and his counsel \$27,800 for all attorneys' fees, expert and investigation fees, and litigation costs. The payment shall be made payable to the "Chanler Law Group" and shall be delivered to Plaintiff's counsel on or before February 28, 2005, at the following address:

CHANLER LAW GROUP  
Attn: Clifford A. Chanler  
71 Elm Street, Suite 8  
New Canaan, CT 06840

4.2 Except as specifically provided in this Consent Judgment, Four Star 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 Four Star.** 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 release 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 Four Star and each of its distributors, wholesalers, licensors, licensees, auctioneers, retailers (including but not limited to Walgreen Co.), dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees (collectively, the "Four Star Releasees") arising under Proposition 65, Business & Professions Code § 17200 *et seq.* and Business & Professions Code § 17500 *et seq.*, related to Four Star's or Four Star 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 Four Star for its alleged failure to provide clear and reasonable warnings of exposure to or identification of Listed Chemicals in the Products.

In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights to institute or participate in, directly or indirectly, any form of legal action and releases all Claims against the Four Star Releasees arising under Proposition 65, Business & Professions Code §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, related to each of the Four Star Releasees' alleged failures to warn about exposures to or identification of Listed Chemicals contained in the Products and for all actions or statements made by Four Star or its attorneys or representatives, in the course of responding to alleged violations of Proposition 65,

Business & Professions Code §§ 17200 or Business & Professions Code §§ 17500 by Four Star. Provided however, Plaintiff shall remain free to institute any form of legal action to enforce the provisions of this Consent Judgment.

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

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

## 6. COURT APPROVAL

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

## 7. SEVERABILITY

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

**8. ATTORNEYS' FEES**

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

**9. GOVERNING LAW**

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

**10. NOTICES.**

All correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail, return receipt requested or (ii) overnight courier on either Party by the other at the following addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above, specify a change of address to which all future notices and other communications shall be sent.)

To Four Star:

Bruce Peloquin, President  
Four Star International Trading Company  
63 South Street, Suite 190  
Hopkinton, MA 01748

With a copy to:

Ray Lynch (State Bar No. 119065)  
HANSON BRIDGETT MARCUS VLAHOS & RUDY  
333 Market St #2300  
San Francisco, CA 94105

To Plaintiff:

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

**11. NO ADMISSIONS**

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

**12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

Plaintiff agrees to comply with the reporting form requirements referenced in Health & Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall present this Consent Judgment to the California Attorney General's Office within two (2) days

after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment will then be served on the Attorney General's Office at least forty-five (45) days prior to the date a hearing is scheduled on such motion in the Superior Court for the City and County of Marin unless the Court allows a shorter period of time.

**14. ADDITIONAL POST EXECUTION ACTIVITIES**

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

**15. MODIFICATION**

This Consent Judgment may be modified only by: (1) written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon; or (2) motion of any Party as provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney

General shall be served with notice of any proposed modification to this Consent Judgment at least fifteen (15) days in advance of its consideration by the Court.

**16. DISMISSAL OF CO-DEFENDANT**

After notice of entry of the Consent Judgment and simultaneously at the time of receipt of the monetary payments required by paragraphs 3 and 4, the Plaintiff shall dismiss Walgreen Co. and Plaintiff shall provide to counsel for Four Star the executed dismissal without prejudice of all claims in the Action against Defendant Walgreen Co.

**17. 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:

Date: 2-16-05

By: *Russell Brimer*  
PLAINTIFF RUSSELL BRIMER

AGREED TO:

Date: 2-21-05

By: *Russell Brimer*  
DEFENDANT FOUR STAR

APPROVED AS TO FORM:

CHANLER LAW GROUP

Date: 2/17/05

By: *Cliff Chanler*  
CLIFFORD A. CHANLER  
Attorneys for Plaintiff Russell Brimer

APPROVED AS TO FORM:

HANSON BRIDGETT MARCUS  
VLAHOS & RUDY

Date: *Ray Lynch*

By: \_\_\_\_\_  
RAY LYNCH  
Attorneys for Defendant Four Star

*RA*  
~~2/21/05~~ Feb. 28, 2005

IT IS SO ORDERED.

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

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

**EXHIBIT A**

**All Candle Holders containing lead (and/or lead compounds) sold by Four Star including,**

**but not limited to:**

**Pressed Flower Heart Candle Holders (#0 49022 18041 3)**



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**FILED**

JUN 07 2005

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MARIN COUNTY SUPERIOR COURT  
By: R. Anderson Deputy

10 Attorneys for Plaintiff  
11 RUSSELL BRIMER

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 IN AND FOR THE COUNTY OF MARIN

14 UNLIMITED CIVIL JURISDICTION

16 RUSSELL BRIMER, )

No. CV 045307

17 )  
18 Plaintiff )

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

19 v. )

20 FOUR STAR; WALGREEN CO.; and DOES 1 )  
21 through 150, )

Date: June 7, 2005

Time: 9:00 a.m.

Dept.: E

22 Defendants. )  
23 )

Judge: Hon. James R. Ritchie

1 In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant FOUR STAR  
2 INTERNATIONAL TRADING COMPANY, INC., et al., having agreed through their respective  
3 counsel that judgment be entered pursuant to the terms of the Consent Judgment entered into by the  
4 parties, and after issuing an Order Approving Proposition 65 Settlement Agreement and Consent  
5 Judgment on JUNE 7, 2005.

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

9  
10 IT IS SO ORDERED.

11 Dated: JUNE 7, 2005

12  
13 J.R. Ritchie  
14 Hon. James R. Ritchie  
15 JUDGE OF THE SUPERIOR COURT  
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