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9 Attorneys for Plaintiff  
Russell Brimer

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
13 UNLIMITED CIVIL JURISDICTION  
14

15 RUSSELL BRIMER,

16 Plaintiff,

17 v.

18 ENESCO GROUP, INC.; and DOES 1 through  
19 150,

20 Defendants.

Case No. CGC-05-440239

*er*  
21 **[PROPOSED] ORDER PURSUANT  
TO TERMS OF CONSENT  
JUDGMENT**

22 Date: November 14, 2005  
Time: 9:30 A.M.  
Dept.: 301  
Judge: Hon. James L. Warren

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[PROPOSED] ORDER PURSUANT TO TERMS OF CONSENT JUDGMENT

ENDORSED  
FILED  
San Francisco County Superior Court

NOV 14 2005

GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

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

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

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

16           IT IS SO ORDERED.

17          Dated: November 14, 2005

**JAMES L. WARREN**

\_\_\_\_\_  
Hon. James L. Warren  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT A**

1 Daniel M. Bornstein, State Bar No. 181711  
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2 PARAS LAW GROUP  
655 Redwood Highway, Suite 216  
3 Mill Valley, CA 94941  
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5 Attorneys for Plaintiff  
Russell Brimer

7 Judith M. Praitis, State Bar No.151303  
SIDLEY AUSTIN BROWN & WOOD LLP  
8 555 West Fifth Street  
Los Angeles, CA 90013  
9 Tel: (213) 896-6000  
Fax: (213) 896-6600

10 Attorneys for Defendant  
11 Enesco Group, Inc.

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

15 RUSSELL BRIMER,

16 Plaintiff,

17 v.

18 ENESCO GROUP, INC.; and DOES 1 through  
19 150,

20 Defendants.

Case No. CGC-05-440239

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

21  
22 **1. INTRODUCTION**

23 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
24 between plaintiff Russell Brimer (hereafter "Brimer" or "Plaintiff") and defendant Enesco Group,  
25 Inc., (hereafter "Defendant" or "Enesco"). Plaintiff and Defendant are collectively referred to as  
26 the "Parties" and each party being a "Party".

27 1.2 **Plaintiff.** Brimer represents that he is an individual residing in Alameda County,  
28 California, who seeks to promote awareness of exposures to toxic chemicals and improve human

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STIPULATION AND [PROPOSED ORDER] RE: CONSENT JUDGMENT -FINAL

1 health by reducing or eliminating hazardous substances contained in consumer and industrial  
2 products.

3       **1.3 General Allegations.** Plaintiff alleges that Enesco has either manufactured, sold  
4 and/or distributed in the State of California, goblets, glass bowls and other glassware products  
5 intended for the storage or consumption of food or beverages with colored artwork, colored  
6 designs or painted or affixed markings (the "Decorations") on the exterior surface with materials  
7 that contain lead and/or cadmium, as those two chemicals are listed pursuant to the Safe Drinking  
8 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 *et seq.*,  
9 also known as Proposition 65, at 22 Cal. Code Reg. § 12000. Lead and/or cadmium as listed  
10 pursuant to Proposition 65 shall be referred to herein as "Listed Chemicals."

11       **1.4 Product Descriptions.** The products that are covered by this Consent Judgment  
12 are defined as follows: goblets, glass bowls and other glassware products intended for the storage  
13 or consumption of food or beverages, either manufactured, sold and/or distributed by Enesco with  
14 Decorations on the exterior surface containing lead and/or cadmium, including, by way of  
15 example and without limitation, the items listed at Exhibit A. Such products collectively are  
16 referred to herein as the "Products".

17       **1.5 Notices of Violation.** On December 17, 2004 and March 31, 2005, Brimer served  
18 Defendant and various public enforcement agencies with documents, entitled "60 Day Notice of  
19 Violation" ("Notice") that provided Defendant and such public enforcers with notice which  
20 alleged that Enesco was in violation of Health & Safety Code § 25249.6 for failing to warn  
21 purchasers that certain products sold in California expose persons in California to lead and/or  
22 cadmium.

23       **1.6 Complaint.** On April 8, 2005, Brimer, acting in the interest of the general public  
24 in California, filed a complaint in the Superior Court in and for the County of San Francisco  
25 against Enesco Group, Inc. and Does 1 through 150, alleging violations of Health & Safety Code  
26 § 25249.6, for failure to warn of alleged exposures to one or more of the Listed Chemicals  
27 contained in certain glassware products either manufactured, sold and/or distributed by Enesco.  
28 On or before July 15, 2005, Brimer, acting in the interest of the general public in California, will

1 file an amended complaint (hereinafter referred to as the "First Amended Complaint") in the  
2 Superior Court in and for the County of San Francisco against Enesco Group, Inc. and Does 1  
3 through 150, alleging violations of Health & Safety Code § 25249.6, as set forth in the  
4 December 17, 2004 and the March 31, 2005 notice letters, for failure to warn of alleged exposures  
5 to one or more of the Listed Chemicals contained in certain glassware products either  
6 manufactured, sold and/or distributed by Enesco. The original complaint and First Amended  
7 Complaint are collectively referred to herein as the "Action" or "Complaint."

8       **1.7 No Admission.** This is a settlement of disputed claims, allegations and defenses  
9 intended by the Parties to avoid the time, expense and uncertainty of litigation, with no admission  
10 of liability, or the validity of any claim, allegation or defense, by any Party. However, this  
11 section shall not diminish or otherwise affect the obligations, responsibilities and duties of the  
12 Parties under this Consent Judgment.

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

18       **1.9 Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall  
19 be July 15, 2005.

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

21 **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

22       **(a) Required Warnings.** After July 15, 2005, Enesco shall not ship to any  
23 distributor or retailer in California, or otherwise offer for sale in California, any Products  
24 containing the Listed Chemicals, unless warnings are given in accordance with one or more  
25 provisions in subsection 2.2 below.

26       **(b) Exceptions.** The warning requirements set forth in subsections 2.1(a) and  
27 2.2 below shall not apply to any Reformulated Products as defined in subsection 2.3 below.

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 Enesco, its agent, the manufacturer, the importer, or the distributor  
4 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.<sup>1</sup>**

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 prior to purchase. Any changes to  
18 the language or format of the warning required by this subsection shall only be made following  
19 on one or more of the following events: (1) approval in writing by the California Attorney  
20 General's Office, provided that written notice seeking such approval is sent at least fifteen (15)  
21 days in advance to allow Plaintiff the opportunity to comment; or (2) Court approval upon  
22 consideration of a motion with notice as provided for in section 14.

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

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

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<sup>1</sup> This formulation of the warning may only be used with respect to Products sold as a set.

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

6                   or

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

12                   *(List Each Product by Brand Name/Manufacturer and Product Description, e.g., Enesco*  
13                   *Geranium Glass)*

14                   (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)  
15 shall be prominently placed with such conspicuousness as compared with other words,  
16 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
17 individual prior to purchase and shall be placed or written in a manner such that the consumer  
18 understands to which *specific* Products the warnings apply so as to minimize if not eliminate the  
19 chances that an overwarning situation will arise. Any changes to the language or format of the  
20 warning required for Products by this subsection shall only be made following on one or more of  
21 the following events: (1) approval in writing by the California Attorney General's Office,  
22 provided that written notice seeking such approval is sent to Plaintiff at least fifteen (15) days in  
23 advance to allow Plaintiff the opportunity to comment; or (2) Court approval upon consideration  
24 of a motion with notice as provided in section 14.

25                   (iii) After July 15, 2005, if Enesco intends to utilize point of sale  
26 warnings to comply with this Consent Judgment, it must provide notice as required by this  
27 Consent Judgment to each entity to whom Enesco ships the Products for sale in California and  
28 obtain the written consent of such entity that it will transmit the warning as required by  
subsection 2.2(b)(i)-(ii) with respect to the Products it offers for sale in California. Such written  
consent shall be obtained before Enesco ships the Products to that entity. Such notice by Enesco

1 shall include a copy of this Consent Judgment and the warning materials identified in subsection  
2 2.2(b)(i). If Enesco has obtained the written consent of an entity to whom it ships the Products  
3 that such entity will provide warnings in the manner required by subsection 2.2 herein, Enesco  
4 shall not be found to have violated this Consent Judgment if it has complied with the terms of this  
5 Consent Judgment and has proof that it complied with this subsection 2.2(b)(iii).

6       **2.3 Reformulation Standards.** Products satisfying the applicable conditions set forth  
7 below qualify as "Reformulated Products."

8           (a) The Product must produce a test result no higher than 1.0 micrograms (ug)  
9 of lead and 8.0 ug of cadmium using a Ghost Wipe™ test applied to the colored Decorations on  
10 the exterior surface of the Product, performed as outlined in NIOSH method no. 9100, or

11           (b) The colored Decorations on the exterior surface of the Product must  
12 contain or consist of only materials containing six one-hundredths of one percent (0.06%) of lead  
13 by weight, or less, and forty-eight one-hundredths of one percent (0.48%) of cadmium by weight,  
14 or less, as measured, at Defendants' option, either before or after the material is fired onto (or  
15 otherwise affixed to) the Product, using EPA Test Method 3050b.<sup>2</sup>

16           (c) If the colored Decorations on the exterior surface of the Product extend  
17 into the top 20 millimeters of the ware (*i.e.*, the exterior portion of the lip and rim area as defined  
18 by American Society of Testing and Materials Standard Test Method C927-99, hereinafter the  
19 "Lip and Rim Area"), the Product must produce test results acceptable under section 2.3(a) or  
20 2.3(b) above, and the decorative materials used in the Lip and Rim Area of the Products must  
21 contain no detectable lead or cadmium.<sup>3</sup>

22  
23  
24 <sup>2</sup> If the Defendant tests any Decorations on the Products, using EPA Test Method 3050b,  
25 after the Decorations are affixed to the Product, the percentage of lead by weight and the  
26 percentage of cadmium by weight must relate only to the other portions of the decorating material  
27 and not include any calculation of non-decorating material.

28 <sup>3</sup> For purposes of this subsection, "no detectable lead or cadmium" shall mean that lead is  
not detected at a level above two one-hundredths of one percent (0.02%) by weight and cadmium  
is not detected at a level above eight one-hundredths of one percent (0.08%), respectively, using a  
sample size of the materials in question measuring approximately 50-100 mg and a test method of  
sufficient sensitivity to establish a limit of quantitation of less than 200 ppm.



1 Plaintiff shall bear all responsibility for apportioning and paying to the State of California the  
2 appropriate civil penalties paid by Defendant to Plaintiff in accordance with this section.

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

4 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this  
5 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
6 leaving this fee issue to be resolved after the material terms of the agreement had been settled.  
7 The Parties then attempted to (and did) reach an accord on the compensation due to Plaintiff and  
8 his counsel under the private attorney general doctrine codified at Code of Civil Procedure  
9 § 1021.5 for all work performed through the Effective Date of the Agreement. Under the private  
10 attorney general doctrine codified at Code of Civil Procedure § 1021.5, Enesco shall reimburse  
11 Plaintiff and his counsel for fees and costs, incurred as a result of investigating, bringing this  
12 matter to Enesco's attention, litigating and negotiating a settlement in the public interest. Enesco  
13 shall pay Plaintiff and his counsel \$35,000.00 for all attorneys' fees, expert and investigation fees,  
14 and litigation costs, including but not limited to all attorneys' fees and costs (including those  
15 incurred and to be incurred to obtain Court approval and the entry of this Consent Judgment),  
16 and other litigation expenses relating to this Action. The full payment shall be made by Enesco,  
17 payable to the "Chanler Law Group" and shall be delivered to Plaintiff's counsel on or before  
18 July 29, 2005, at the following address:

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

22 4.2 **Return of Funds.** In the event that the Consent Judgment is not thereafter  
23 approved and entered by the Court, the Chanler Law Group shall return the full amount of the  
24 fees and costs paid under this Consent Judgment, by check payable to Enesco, within fifteen (15)  
25 days of receipt of a written request from Enesco or counsel for Enesco following notice of the  
26 issuance of the Court's decision.

27 //

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1           4.3     Except as specifically provided in this Consent Judgment, Enesco shall have no  
2 further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with  
3 regard to the Products which are the subject of the Complaint.

4           **5.       RELEASE OF ALL CLAIMS**

5           5.1     **Plaintiff's Releases.** In further consideration of the promises and agreements  
6 herein contained, and for the payments to be made pursuant to sections 3 and 4, Plaintiff, on  
7 behalf of himself, his past and current agents, representatives, attorneys, successors and/or  
8 assignees, and in the interest of the general public, hereby waives all rights to institute or  
9 participate in, directly or indirectly, any form of legal action and release all claims, including,  
10 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
11 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
12 investigation fees and costs, expert fees and costs and attorneys' fees and costs) of any nature  
13 whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against  
14 Enesco and each of its contract manufacturers, distributors, wholesalers, licensors, licensees,  
15 auctioneers, retailers, dealers, customers, owners, purchasers, users, parent companies, corporate  
16 affiliates, subsidiaries, predecessors, successors and assigns, and their respective officers,  
17 directors, attorneys, representatives, shareholders, agents, and employees (collectively, "Enesco  
18 Releasees") arising under Proposition 65 related to Enesco's or Enesco Releasees' alleged failure  
19 to warn about exposures to or identification of Listed Chemicals contained in the Products.

20           The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
21 binding resolution of any violations of Proposition 65 that have been or could have been asserted  
22 in the Complaints against Enesco and the Enesco Releasees for alleged failure to provide clear  
23 and reasonable warnings of exposure to or identification of Listed Chemicals in the Products.

24           In addition, Plaintiff, on behalf of himself, his attorneys, and their agents, waive all rights  
25 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
26 against the Enesco Releasees arising under Proposition 65 related to each of the Enesco  
27 Releasees' alleged failures to warn about exposures to or identification of Listed Chemicals  
28 contained in the Products and for all actions or statements made by Enesco, the Enesco Releasees,

1 or their attorneys or representatives, in the course of responding to alleged violations of  
2 Proposition 65 by Enesco.

3 Plaintiff shall remain free to institute any form of legal action to enforce the provisions of  
4 this Consent Judgment.

5 It is specifically understood and agreed that the Parties intend that Enesco's compliance  
6 with the terms of this Consent Judgment resolves all issues and liability, now and in the future (so  
7 long as Enesco complies with the terms of the Consent Judgment) concerning Enesco and the  
8 Enesco Releasees' compliance with the requirements of Proposition 65 as to the Listed Chemicals  
9 in the Products.

10 5.2 **Enesco's Release of Plaintiff.** Enesco waives all rights to institute any form of  
11 legal action against Plaintiff, or his attorneys or representatives, for all actions taken or statements  
12 made by Plaintiff and his attorneys or representatives, in the course of seeking enforcement of  
13 Proposition 65 in this Action.

14 **6. COURT APPROVAL**

15 This Consent Judgment is not effective until it is approved and entered by the Court and  
16 shall be null and void if, for any reason, it is not approved and entered by the Court by January 1,  
17 2006, in which event the monies that have been provided to Plaintiff or his counsel pursuant to  
18 Sections 3 and 4 above shall be refunded to Enesco by January 15, 2006.

19 **7. SEVERABILITY**

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

23 **8. ATTORNEYS' FEES**

24 In the event of an action to enforce the terms of this Consent Judgment, the prevailing  
25 Party shall, except as otherwise provided herein, be entitled to recover reasonable and necessary  
26 costs and reasonable attorneys' fees incurred in that enforcement action.

27 //

1       **9.       GOVERNING LAW**

2           The terms of this Consent Judgment shall be governed by the laws of the State of  
3 California without regard to its choice of law provisions. In the event that Proposition 65 is  
4 repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products  
5 specifically, then Enesco shall have no further obligations pursuant to this Consent Judgment with  
6 respect to, and to the extent that, those Products are so affected.

7       **10.       NOTICES**

8           All correspondence and notices required to be provided pursuant to this Consent Judgment  
9 shall be in writing and personally delivered or sent by: (i) registered, certified mail, return  
10 receipt requested, or (ii) overnight delivery to the representatives of each Party as listed below:

11           To Enesco:           Koreen A. Ryan, Esq., General Counsel  
12                                    ENESCO GROUP, INC..  
13                                    225 Windsor Drive  
  Itasca, IL 60143.

14           With a copy to:       Judith M. Praitis, Esq.  
15                                    SIDLEY, AUSTIN, BROWN & WOOD, LLP  
16                                    555 West Fifth Street  
  Los Angeles, CA 90013.

17           To Plaintiff:         Laralei S. Paras, Esq.  
18                                    PARAS LAW GROUP  
  655 Redwood Highway, Suite 216  
  Mill Valley, CA 94941.

19  
20       **11.       COUNTERPARTS; FACSIMILE SIGNATURES**

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

24       **12.       COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

25           Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
26 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall  
27 present this Consent Judgment to the California Attorney General's Office within five (5) days  
28 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment

1 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date  
2 a hearing is scheduled on such motion in the Superior Court for the City and County of San  
3 Francisco, unless the Court allows a shorter period of time.

4 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

5 The Parties shall mutually employ their best efforts to support the entry of this Agreement  
6 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
7 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed  
8 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, Plaintiff  
9 agrees to file a Motion to Approve the Agreement ("Motion"), within a reasonable period of time  
10 after the execution of this Agreement. Enesco agrees to file a joinder in support of said Motion,  
11 provided Enesco has been granted an opportunity to review said Motion prior to filing and  
12 Plaintiff and Defendant resolve any concerns respecting such Motion prior to filing. In the event  
13 that any third party, including the Attorney General or any other public enforcer, objects or  
14 otherwise comments to one or more provisions of this Agreement, the Parties agree to undertake  
15 their best efforts to satisfy such concerns or objections and support the terms of this Agreement,  
16 with the Party to whom an objection is addressed taking the lead in resolution of that matter.  
17 Enesco shall have no additional responsibility to Plaintiff's counsel pursuant to C.C.P. § 1021.5  
18 or otherwise with regard to reimbursement of any fees and costs incurred with respect to the  
19 preparation and filing of the Motion, resolving third-party concerns addressed to Plaintiff, or with  
20 regard to Plaintiff's counsel appearing for a hearing or related proceedings thereon.

21 **14. MODIFICATION**

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

27 //

28 //

1 15. 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 AGREED TO:

AGREED TO:

6  
7 Date: 7-14-05

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

8  
9 By:   
10 Plaintiff Russell Brimer

By: \_\_\_\_\_  
Defendant Enesco Group, Inc.

11  
12  
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

15  
16 PARAS LAW GROUP

SIDLEY, AUSTIN, BROWN & WOOD, LLP

17  
18 By: \_\_\_\_\_  
19 Laralei S. Paras, Esq.  
20 Attorneys for Plaintiff  
RUSSELL BRIMER

By: \_\_\_\_\_  
Judith M. Praitis, Esq.  
Attorneys for Defendant  
ENESCO GROUP, INC.

21  
22  
23 IT IS SO ORDERED.

24  
25  
26 Date: \_\_\_\_\_

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

1 15. 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 AGREED TO: AGREED TO:

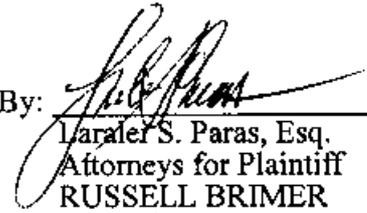
6 Date: \_\_\_\_\_ Date: \_\_\_\_\_

7 By: \_\_\_\_\_ By: \_\_\_\_\_  
8 Plaintiff Russell Brimer Defendant Enesco Group, Inc.

9 APPROVED AS TO FORM: APPROVED AS TO FORM:

10 Date: 7/15/05 Date: \_\_\_\_\_

11 PARAS LAW GROUP SIDLEY, AUSTIN, BROWN & WOOD, LLP

12 By:  \_\_\_\_\_ By: \_\_\_\_\_  
13 Laralee S. Paras, Esq. Judith M. Praitis, Esq.  
14 Attorneys for Plaintiff Attorneys for Defendant  
15 RUSSELL BRIMER ENESCO GROUP, INC.

16 IT IS SO ORDERED.

17 Date: \_\_\_\_\_ JUDGE OF THE SUPERIOR COURT

1 15. **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 **AGREED TO:**

**AGREED TO:**

6  
7 Date: \_\_\_\_\_

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

8  
9 By: \_\_\_\_\_  
10 Plaintiff Russell Brimer

By:   
Defendant Enesco Group, Inc.

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12  
13 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

15  
16 **PARAS LAW GROUP**

**SIDLEY, AUSTIN, BROWN & WOOD, LLP**

17  
18 By: \_\_\_\_\_  
19 Laralei S. Paras, Esq.  
20 Attorneys for Plaintiff  
RUSSELL BRIMER

By: \_\_\_\_\_  
Judith M. Praitis, Esq.  
Attorneys for Defendant  
ENESCO GROUP, INC.

21  
22  
23 **IT IS SO ORDERED.**

24  
25  
26  
27 Date: \_\_\_\_\_

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

1 15. **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 **AGREED TO:**

**AGREED TO:**

6  
7 Date: \_\_\_\_\_

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

8  
9 By: \_\_\_\_\_  
10 Plaintiff Russell Brimer

By: \_\_\_\_\_  
Defendant Enesco Group, Inc.

11  
12  
13 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

Date: July 12, 2005

15  
16 **PARAS LAW GROUP**

**SIDLEY, AUSTIN, BROWN & WOOD, LLP**

17  
18  
19 By: \_\_\_\_\_  
20 Laralei S. Paras, Esq.  
Attorneys for Plaintiff  
RUSSELL BRIMER

By:  \_\_\_\_\_  
Judith M. Praitis, Esq.  
Attorneys for Defendant  
ENESCO GROUP, INC.

21  
22  
23 **IT IS SO ORDERED.**

24  
25  
26 Date: \_\_\_\_\_

27 \_\_\_\_\_  
28 JUDGE OF THE SUPERIOR COURT

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**Exhibit A**

The following Goblets, Glass Bowls and Other Glassware intended for the Consumption of Food or Beverages with Colored Decorations (containing lead) on the Exterior:

Geranium Goblet  
(#0 45544 73153 9)

Geranium Glass  
(#0 4554473154 6)

The following Goblets, Glass Bowls and Other Glassware Intended for the Storage or Consumption of Food or Beverages with Colored Decorations (containing cadmium) on the Exterior:

Geranium Goblet  
(#0 45544 73153 9)

Geranium Glass  
(#0 4554473154 6)

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Daniel Bornstein (State Bar No. 181711)  
2 Laralei S. Paras (State Bar No. 203319)  
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9 Attorneys for Plaintiff  
Russell Brimer  
10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
13 UNLIMITED CIVIL JURISDICTION  
14

15 RUSSELL BRIMER,  
16 Plaintiff,  
17 v.  
18 ENESCO GROUP, INC.; and DOES 1 through  
150,  
19 Defendants.  
20

Case No. CGC-05-440239

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

Date: November 14, 2005  
Time: 9:30 A.M.  
Dept.: 301  
Judge: Hon. James L. Warren

ENDORSED  
FILED  
San Francisco County Superior Court  
NOV 14 2005  
GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

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In the above-entitled action, Plaintiff RUSSELL BRIMER and Defendant ENESCO GROUP, INC., having agreed through their respective counsel that judgment be entered pursuant to the terms of the Stipulation and [Proposed] Order Re: Consent Judgment ("Consent Judgment") entered into by the parties, and after issuing an Order Approving Proposition 65 Settlement Agreement and Consent Judgment on November 14, 2005.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil Procedure §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: November 14, 2005

**JAMES L. WARREN**  
\_\_\_\_\_  
Hon. James L. Warren  
JUDGE OF THE SUPERIOR COURT