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6 CENTER FOR ENVIRONMENTAL HEALTH

FILED
ALAMEDA COUNTY

AUG 1 2008

CLERK OF THE SUPERIOR COURT
[Signature]
2008

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA

10 CENTER FOR ENVIRONMENTAL
HEALTH, a non-profit corporation,

Case No. RG 07336796

11 Plaintiff,

[PROPOSED] CONSENT JUDGMENT

12 v.

13 GAMING PARTNERS INTERNATIONAL,
14 INC., et al.,

15 Defendants.

16
17 **1. INTRODUCTION**

18 **1.1** On July 20, 2007, plaintiff Center for Environmental Health (“CEH”), a nonprofit
19 corporation acting in the public interest, filed a complaint in Alameda County Superior Court,
20 entitled *CEH v. Gaming Partners International, Inc., et al.*, Alameda County Superior Court Case
21 Number RG07336796 (the “Action”), for civil penalties and injunctive relief pursuant to the
22 provisions of California Health & Safety Code §25249.5 *et seq.* (“Proposition 65”).

23 **1.2** Defendant Gaming Partners International USA, Inc., inadvertently designated in
24 the Complaint as Gaming Partners International, Inc. (“Manufacturer Defendant”) is a corporation
25 that employs 10 or more persons and that manufactured, distributed and/or sold gaming chips (also
26 referred to as casino chips or poker chips) in the State of California. The gaming chips
27 manufactured, distributed and/or sold by Manufacturer Defendant are referred to herein as the
28 “Products.”

1 **1.3** Defendants California Commerce Club, Inc., Cameo Club, Capitol Casino, Casino
2 Poker Club, Casino Real, Club One Casino, Inc., The 500 Club, Kern County Association L.P. dba
3 Golden West Casino, Hustler Casino, Albert Cianfichi dba Kelly's, Waldemar Dreher dba Lake
4 Bowl Cardroom, Matt Mikacich dba Limelight Card Rooms, Point-Walker, Inc. dba Lucky Derby
5 Casino, The Nineteenth Hole General Partnership, Ocean View Card Room, Palace Card Club,
6 Phoenix Casino and Lounge, Inc., Monica Castro Donohoo dba The Players Club, Rogelio's, Inc. ,
7 Turlock Poker Room, and Village Club Card Room (collectively referred to as "Cardroom
8 Defendants") are each a corporation, limited partnership or other form of business that employs 10
9 or more persons and provides gaming chips for use by their customers in California.

10 **1.4** The Manufacturer Defendant and the Cardroom Defendants are collectively
11 referred to as "Settling Defendants." CEH, the Manufacturer Defendant and the Cardroom
12 Defendants are referred to collectively herein as the "Parties."

13 **1.5** On or about August 18, 2006, CEH served each of the Settling Defendants and the
14 appropriate public enforcement agencies with a 60-day notice (the "Notices") that Settling
15 Defendants were in violation of Proposition 65 for failing to warn individuals that gaming chips
16 (also known as casino chips and poker chips) expose persons to Proposition 65 Listed Chemicals.
17 Specifically, CEH's Notices and the Complaint in this Action ("Complaint") allege that Settling
18 Defendants expose individuals who use or otherwise handle gaming chips to lead and/or lead
19 compounds (referred to interchangeably herein as "Lead"), chemicals known to the State of
20 California to cause cancer, birth defects and other reproductive harm, without first providing a
21 clear and reasonable warning to such persons regarding the carcinogenicity and reproductive
22 toxicity of Lead. The Notices and Complaint allege that Settling Defendants' conduct violates
23 Health & Safety Code §25249.6, the warning provision of Proposition 65.

24 **1.6** Upon receipt of CEH's Notice, Manufacturer Defendant began the process of
25 researching and implementing reformulation of the Products.

26 **1.7** For purposes of this Consent Judgment only, the Parties stipulate that this Court has
27 jurisdiction over the subject matter of the Complaint and personal jurisdiction over Settling
28 Defendants as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,

1 and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of
2 all claims which were or could have been raised in the Complaint, by any person or entity other
3 than the Attorney General of the State of California, based in whole or in part, directly or
4 indirectly, against the Settling Defendants based on the facts alleged therein.

5 **1.8** The Parties enter into this Consent Judgment as a full and final settlement of all
6 claims that were raised in the Complaint, or which could have been raised in the Complaint, based
7 in whole or in part, directly or indirectly, arising out of the facts alleged therein. By executing this
8 Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or
9 conclusions of law. Settling Defendants deny the material factual and legal allegations contained
10 in Plaintiff's Notices and Complaint and maintain that all products that they manufactured,
11 distributed, used or offered for distribution and use or sale in California have been and are in
12 compliance with all laws including without limitation Proposition 65. This Consent Judgment is a
13 compromise of disputed claims, and nothing in this Consent Judgment shall be construed as an
14 admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall
15 compliance with the Consent Judgment constitute or be construed as an admission by Settling
16 Defendants of any fact, conclusion of law, issue of law, or violation of law.

17 **2. COMPLIANCE**

18 **2.1 Reformulation.** No later than three (3) months after entry of this Consent
19 Judgment (the "Compliance Date"), Manufacturer Defendant shall cease to manufacture,
20 distribute, ship, or sell, or cause to be manufactured, distributed, shipped or sold, any Product that
21 contains Lead in concentrations that exceed the Reformulation Standard. For purposes of this
22 Consent Judgment only, the Reformulation Standard means that the total concentration of Lead in
23 the chip, when digested pursuant to the applicable test protocol attached hereto as Exhibit A,
24 contains no more than 50 parts per million ("ppm") of total lead.

25 **2.2 CEH's Confirmatory Testing.** CEH may, at its discretion and sole expense,
26 conduct periodic testing of the Products reformulated pursuant to the provisions of this Consent
27 Judgment. Any such testing will be conducted pursuant to the Test Protocol attached hereto as
28 Exhibit A at an independent laboratory. In the event that CEH's testing demonstrates Lead levels

1 in excess of the Reformulation Standard at any time after the Compliance Date for one or more of
2 the Manufacturer Defendant's Products, CEH shall inform Manufacturer Defendant of the
3 violation(s). CEH must include information sufficient to permit Manufacturer Defendant to
4 identify the Product(s) with the notification of violation(s). CEH and Manufacturer Defendant
5 shall then meet and confer in an attempt to informally resolve the alleged violation. Should the
6 parties be unable to informally resolve the alleged violation within 30 days, CEH may thereafter
7 file a motion to enforce this Consent Judgment against the Manufacturer Defendant pursuant to
8 Section 5.

9 **2.3 Purchase of Reformulated Chips.** Following the Compliance Date, the Cardroom
10 Defendants shall, provided that at the time of purchase Manufacturer Defendant is offering for
11 commercial sale suitable gaming chips that do not contain Lead in concentrations that exceed the
12 Reformulation Standard, cease to purchase any gaming chip that contains Lead in concentrations
13 that exceed the Reformulation Standard. Nothing in this Consent Judgment, however, requires the
14 Cardroom Defendants to cease using their existing gaming chips or to buy new chips. The Parties
15 also acknowledge that manufacturers other than Manufacturing Defendant may offer for sale chips
16 that do not contain Lead in concentrations exceeding the Reformulation Standard (hereafter
17 "Reformulated Gaming Chips"). If the Cardroom Defendants (i) are prohibited from purchasing
18 non-Reformulated Gaming Chips pursuant to the first sentence in this Section 2.3, and (ii) choose
19 to purchase new chips, then such chips may be purchased from any manufacturer that sells
20 Reformulated Gaming Chips, including without limitation Manufacturing Defendant. In
21 determining whether gaming chips meet the Reformulation Standard, the Cardroom Defendants
22 may rely on written representations and other written information obtained from the suppliers
23 and/or manufacturers of the gaming chips.

24 **2.4 Warnings.**

25 **2.4.1 Manufacturer Defendant's Interim Warnings.** On or before the
26 Effective Date, Manufacturer Defendant shall furnish to each Cardroom Defendant and to each of
27 its customers which (a) is subject to a Proposition 65 warning requirement, and (b) purchased
28 Products made by Manufacturer Defendant within the past 12 months of the date of entry of this

1 Consent Judgment, a sufficient number of warning signs to provide such customer with a warning
2 sign for each of its gaming rooms or casinos (“Warning Signs”), together with a descriptive letter
3 as described in Section 2.4.1.2 below. In addition, until the Compliance Date, Manufacturer
4 Defendant shall furnish to its California customers Warning Signs together with the descriptive
5 letter described in Section 2.4.1.2 below with each additional shipment of Products sold in
6 California that do not meet the Reformulation Standard.

7 **2.4.1.1 Warning Signs.** The warning signs shall be a minimum of 8 ½ by
8 11 inches with the following statement appearing in a minimum of 16 point font.

9 **“WARNING: Gaming chips used at this establishment contain lead, a**
10 **chemical known to cause cancer, birth defects and other**
11 **reproductive harm. Wash hands after handling the chips.”**

12 The Parties agree that the sample warning sign attached hereto as Exhibit B satisfies this
13 requirement.

14 **2.4.1.2 Customer Letter Regarding Warnings.** Manufacturer Defendant
15 shall send to each such customer described in this Section 2.4.1 a letter accompanying the warning
16 signs with directions describing where the signs should be posted. Specifically, the letter shall
17 inform Manufacturer Defendant’s customers that a warning sign must be displayed in a prominent
18 location at or near the entrance to each room in which there are card tables present and within 5
19 feet of any cashier or other location solely devoted to the sale of gaming chips. The letter shall
20 further describe that the warning must be displayed with such conspicuousness, as compared with
21 other words, statements, or designs as to render it likely to be read and understood by an ordinary
22 individual. The parties agree that the sample letter attached hereto as Exhibit C satisfies this
23 requirement.

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1 **3.2 Penalty.** Settling Defendants shall pay the sum of \$20,000 as a civil penalty
2 pursuant to Health and Safety Code §25249.7. The penalty shall be made payable to CEH, who
3 shall divide the payment in accordance with Health and Safety Code §25249.12.

4 **3.3 Payment in lieu of penalty.** Settling Defendants shall pay the sum of \$172,500 as
5 a payment in lieu of penalty. This payment shall be made payable to CEH and will be used by
6 CEH to help fund CEH's lead and chemical exposure reduction programs.

7 **3.4 Attorneys fees and costs.** Settling Defendants shall pay the sum of \$382,500 as
8 reimbursement of a portion of CEH's reasonable investigation fees and costs, attorneys' fees, and
9 any other costs incurred as a result of investigating, bringing this matter to Settling Defendant's
10 attention, litigating and negotiating a settlement in the public interest. This payment shall be made
11 payable to Lexington Law Group, LLP.

12 **3.5 Timing of payments.** The payments required under this section shall be delivered
13 to the address set forth in section 12 below within 30 days of entry of this Consent Judgment by
14 the Superior Court.

15 **4. MODIFICATION OF CONSENT JUDGMENT**

16 **4.1** This Consent Judgment may be modified as to any Settling Defendant by written
17 agreement of CEH and such Settling Defendant, or upon motion of CEH or any Settling
18 Defendant as provided by law.

19 **4.2** Should any court enter a final judgment in a case brought by CEH or the People of
20 the State of California involving gaming chips that sets forth standards defining when Proposition
21 65 warnings will or will not be required ("Alternative Standards"), the Manufacturer Defendant
22 and Cardroom Defendants shall be entitled to seek a modification of this Consent Judgment on
23 forty-five (45) days notice to CEH so as to be able to utilize and rely on such Alternative
24 Standards in lieu of those set forth in section 2.2 of this Consent Judgment. CEH shall not
25 unreasonably contest any proposed application to effectuate such a modification.

26 **5. ENFORCEMENT OF CONSENT JUDGMENT**

27 **5.1** In the event CEH or a Settling Defendant believes in good faith that a Party is not
28 in compliance with the terms of this Consent Judgment, CEH or the Settling Defendant shall

1 provide written notice to that Party, pursuant to Paragraph 12.1 below, setting forth its belief and
2 the reasons therefore. The Party receiving such notice shall meet and confer with the noticing
3 party within fifteen (15) days of receiving the written notice to attempt to address the concerns
4 raised in the notice. If the Parties are unable to resolve the concerns raised in the notice within the
5 fifteen (15) day period, CEH or Settling Defendants may, by motion or application for an order to
6 show cause before the Superior Court of the County of Alameda, enforce the terms and conditions
7 contained in this Consent Judgment. The terms of this Consent Judgment shall be enforced
8 exclusively by the parties hereto. Should CEH or any Settling Defendant prevail on any motion or
9 application under this section, CEH or such Settling Defendant shall be entitled to its reasonable
10 attorneys' fees and costs associated with such motion or application. CEH may only seek
11 enforcement regarding alleged violations of this Consent Judgment based on testing performed
12 pursuant to Section 2.1.1 where such testing demonstrates Lead levels as follows: (1) where the
13 testing is performed on a single Product, the testing must demonstrate Lead in excess of three
14 times the Reformulation Standard; (2) where the testing is performed on between two and four of
15 the Products, the testing must demonstrate Lead in excess of two times the Reformulation
16 Standard for each of the Products tested; and (3) where the testing is performed on more than four
17 of the Products, the testing must demonstrate Lead in excess of the Reformulation Standard for
18 each of the Products tested.

19 **6. APPLICATION OF CONSENT JUDGMENT**

20 **6.1** This Consent Judgment shall apply to and be binding upon the parties hereto, their
21 divisions, subdivisions, parents, subsidiaries and affiliates, and the successors or assigns of any of
22 them.

23 **7. CLAIMS COVERED**

24 **7.1** This Consent Judgment is a full, final and binding resolution between CEH, acting
25 on behalf of itself and the general public, and Settling Defendants, and their divisions,
26 subdivisions, parents, subsidiaries and affiliates, of any violation of Proposition 65, Business &
27 Professions Code sections 17200 et seq., or any other statutory or common law claims that have
28 been or could have been asserted in the public interest or on behalf of the general public against

1 Settling Defendants in the Complaint regarding the failure to warn about exposure to Lead arising
2 in connection with gaming chips manufactured, distributed, sold or used or offered for sale or use
3 by Settling Defendants, and is intended by the Parties to have preclusive effect with respect to: (i)
4 any violation of Proposition 65 alleged in the Complaint, or that could have been brought,
5 pursuant to the Notices or (ii) any other statutory or common law claim, to the fullest extent that
6 such claims arise out of the operative facts alleged in the Complaint or Notices, whether based on
7 actions committed by Settling Defendants, or by any other entity within the downstream chain of
8 distribution, including, but not limited to, wholesale or retail sellers or distributors. Compliance
9 with the terms of this Consent Judgment constitutes compliance with Proposition 65 for purposes
10 of Lead exposures from the Products. In further consideration of the promises and agreement
11 herein contained, and for the payments to be made pursuant to Section 3, CEH, on behalf of itself,
12 its past and current agents, representatives, attorneys, successor and/or assignees, and in the
13 interest of the general public ("CEH Releasers"), hereby waive all rights to institute or participate
14 in, directly or indirectly, any form of legal action arising under or derived from Proposition 65,
15 related to Settling Defendants' alleged failure to warn about exposures to gaming chips as set forth
16 in the Notices and the Complaint. Further, CEH Releasers release all claims, including, without
17 limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, obligations
18 (including, but not limited to, investigation fees, expert fees and attorney's fees) of any nature
19 whatsoever, ("Claims"), against each Settling Defendant, their divisions, subdivisions, parents,
20 subsidiaries and affiliates, and its and their respective officers, directors, attorneys, representatives,
21 shareholders, agents and employees arising under or derived from Proposition 65, related to
22 Settling Defendants alleged failure to warn about exposures to gaming chips as set forth in the
23 Notices and the Complaint. This release does not limit or effect the obligations of any party
24 created under this Consent Judgment.

25 In furtherance of the foregoing, as to alleged exposures to lead from use of gaming chips,
26 CEH waives any and all rights and benefits which it now has, or in the future may have, conferred
27 upon it by virtue of the provisions of Section 1542 of the California Civil Code, which provides as
28 follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
2 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
4 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
5 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
6 WITH THE DEBTOR.

7
8 CEH understands and acknowledges that the significance and consequence of this waiver
9 of California Civil Code Section 1542 is that even if CEH suffers future damages arising out of or
10 resulting from, or related directly or indirectly to, in whole or in part, gaming chips manufactured,
11 distributed, sold or used or offered for sale or use by Settling Defendants, including but not limited
12 to any exposure to, or failure to warn with respect to exposure to, the Products, CEH will not be
13 able to make any claim for those damages against any Settling Defendant, or its divisions,
14 subdivisions, parents, subsidiaries and affiliates. Nothing in this Paragraph shall be read to limit
15 the obligations of any Settling Defendant as set forth under this Consent Judgment.

16 **7.2** Each Settling Defendant waives all rights to institute any form of legal action
17 against Plaintiff, or its attorneys or representatives, for all actions taken or statements made by
18 Plaintiff or its attorneys or representatives, in the course of investigating and/or seeking
19 enforcement of Proposition 65, against them in this matter with respect to the Product.

20 **8. SEVERABILITY**

21 **8.1** In the event that any of the provisions of this Consent Judgment are held by a court
22 to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

23 **9. SPECIFIC PERFORMANCE**

24 **9.1** The parties expressly recognize that Settling Defendants' obligations under this
25 Consent Judgment are unique. In the event that any Settling Defendant is found to be in breach of
26 this Consent Judgment for failure to comply with the provisions of Section 2 hereof, the Parties
27 agree that it would be extremely impracticable to measure the resulting damages and that such
28 breach would cause irreparable damage. Accordingly, CEH, in addition to any other available

1 rights or remedies, may sue in equity for specific performance, and Settling Defendants expressly
2 waive the defense that a remedy in damages will be adequate.

3 **10. GOVERNING LAW**

4 **10.1** The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

6 **11. RETENTION OF JURISDICTION**

7 **11.1** This Court shall retain jurisdiction of this matter to implement and enforce the
8 terms this Consent Judgment.

9 **12. PROVISION OF NOTICE**

10 **12.1** All notices required pursuant to this Consent Judgment and correspondence shall be
11 sent to the following:

12 For CEH:

13 Mark N. Todzo
14 Lexington Law Group, LLP
15 1627 Irving Street
San Francisco, CA 94122

16 For Manufacturer Defendant:

17 John J. Allen
18 Allen Matkins Leck Gamble Mallory & Natsis , LLP
19 515 South Figueroa Street, 9th Floor
Los Angeles, CA 90071-3398

20 For Cardroom Defendants:

21 John J. Allen
22 Allen Matkins Leck Gamble Mallory & Natsis , LLP
23 515 South Figueroa Street, 9th Floor
24 Los Angeles, CA 90071-3398
25
26
27
28

1 **13. COURT APPROVAL**

2 **13.1** This Consent Judgment shall become effective thirty (30) calendar days after entry
3 by the Court (the "Effective Date").

4 **13.2** If this Consent Judgment is not approved by the Court, it shall be of no further
5 force or effect.

6 **14. EXECUTION AND COUNTERPARTS**

7 **14.1** The stipulations to this Consent Judgment may be executed in counterparts and by
8 means of facsimile, which taken together shall be deemed to constitute one document.

9 **15. AUTHORIZATION**

10 **15.1** Each signatory to this Consent Judgment certifies that he or she is fully authorized
11 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
12 execute the Consent Judgment on behalf of the party represented and legally bind that party. The
13 undersigned have read, understand and agree to all of the terms and conditions of this Consent
14 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

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1 **AGREED TO:**

2 **CENTER FOR ENVIRONMENTAL HEALTH**

3

4



Michael Green

Dated: 4/25/08

5

6 **GAMING PARTNERS INTERNATIONAL USA, INC.** Dated: _____

7

8

Printed Name

9

Title

10

11 **CALIFORNIA COMMERCE CLUB, INC.**

Dated: _____

12

13

Printed Name

14

Title

15

16 **CAMEO CLUB**

Dated: _____

17

18

Printed Name

19

Title

20

21 **CAPITOL CASINO**

Dated: _____

22

23

Printed Name

24

Title

25

26 **CASINO POKER CLUB**

Dated: _____

27

28

Printed Name

Title

29

30 **CASINO REAL**

Dated: _____

31

32

Printed Name

1 **AGREED TO:**

2 **CENTER FOR ENVIRONMENTAL HEALTH**

3

4 _____ Dated: _____
Michael Green

5 **GAMING PARTNERS INTERNATIONAL USA, INC.** Dated: May 26, 2008

6 _____
7 *Gerard P. Charlier* **GERARD P. CHARLIER**

8 Printed Name: _____
Title: PRESIDENT & CEO

9 **CALIFORNIA COMMERCE CLUB, INC.** Dated: _____

10

11 Printed Name: _____
Title: _____

12

13 **CAMEO CLUB** Dated: _____

14

15 Printed Name: _____
Title: _____

16

17 **CAPITOL CASINO** Dated: _____

18

19 _____
20 Printed Name: _____
Title: _____

21 **CASINO POKER CLUB** Dated: _____

22

23 _____
24 Printed Name: _____
Title: _____

25

26 **CASINO REAL** Dated: _____

27

28 _____
Printed Name: _____

Law Offices
Allen, Matthews, Lee & Gamble
Malloy & Nason LLP

761073.031A

1 **AGREED TO:**

2 **CENTER FOR ENVIRONMENTAL HEALTH**

3

4 _____ Dated: _____

5 Michael Green

6 **GAMING PARTNERS INTERNATIONAL USA, INC.** Dated: _____

7

8 Printed Name
9 Title

10 _____ Dated: 5-18-08

11 Printed Name
12 Title

13 **CAMEO CLUB** Dated: _____

14

15 Printed Name
16 Title

17 **CAPITOL CASINO** Dated: _____

18

19 Printed Name
20 Title

21 **CASINO POKER CLUB** Dated: _____

22

23

24 Printed Name
25 Title

26 **CASINO REAL** Dated: _____

27

28 Printed Name

LAW OFFICES
Allen Matthews Lach Gumbly
Hofmeyr & Holsie LLP

261073.03/LA

1 AGREED TO:

2 CENTER FOR ENVIRONMENTAL HEALTH

3

4 _____ Dated: _____
Michael Green

5 GAMING PARTNERS INTERNATIONAL USA, INC. Dated: _____

6

7 _____
Printed Name
8 Title

9 CALIFORNIA COMMERCE CLUB, INC. Dated: _____

10

11 _____
Printed Name
12 Title

13 CAMEO CLUB *Chris Ray* Dated: 5-9-08

14 *Chris J. Ray - Designated Agent*
15 Printed Name
16 Title

17 CAPITOL CASINO Dated: _____

18

19 _____
Printed Name
20 Title

21 CASINO POKER CLUB Dated: _____

22

23 _____
Printed Name
24 Title

25 CASINO REAL Dated: _____

26

27 _____
Printed Name
28

1 AGREED TO:

2 CENTER FOR ENVIRONMENTAL HEALTH

3

4 _____ Dated: _____
Michael Green

5 GAMING PARTNERS INTERNATIONAL USA, INC. Dated: _____

6

7 _____
8 Printed Name
Title

9 CALIFORNIA COMMERCE CLUB, INC. Dated: _____

10

11 _____
12 Printed Name
Title

13 CAMEO CLUB Dated: _____

14

15 _____
16 Printed Name
Title

17 CAPITOL CASINO Dated: 5/15/08

18

19 Clarke Rosa President Clarke Rosa
20 Printed Name
Title

21 CASINO POKER CLUB Dated: _____

22

23

24 _____
25 Printed Name
Title

26 CASINO REAL Dated: _____

27

28 _____
Printed Name

LAW OFFICES
Allery Watkins Leek Gamble
Mallory & Natiso LLP

761073.01/LA

1 **AGREED TO:**

2 **CENTER FOR ENVIRONMENTAL HEALTH**

3

4 _____ Dated: _____
Michael Green

5 **GAMING PARTNERS INTERNATIONAL USA, INC.** Dated: _____

6

7 _____
8 Printed Name
9 Title

9 **CALIFORNIA COMMERCE CLUB, INC.** Dated: _____

10

11 _____
12 Printed Name
13 Title

13 **CAMEO CLUB** Dated: _____

14

15 _____
16 Printed Name
17 Title

17 **CAPITOL CASINO** Dated: _____

18

19 _____
20 Printed Name
21 Title

21 **CASINO POKER CLUB** Dated: 5/8/08

22

23 ILEANA HARRIS, PRESIDENT
24 Printed Name
25 Title

26 **CASINO REAL** Dated: _____

27

28 _____
Printed Name

1 **AGREED TO:**

2 **CENTER FOR ENVIRONMENTAL HEALTH**

3

4 _____ Dated: _____
Michael Green

5 **GAMING PARTNERS INTERNATIONAL USA, INC.** Dated: _____

6

7 _____
Printed Name
8 Title

9 **CALIFORNIA COMMERCE CLUB, INC.** Dated: _____

10

11 _____
Printed Name
12 Title

13 **CAMEO CLUB** Dated: _____

14

15 _____
Printed Name
16 Title

17 **CAPITOL CASINO** Dated: _____

18

19 _____
Printed Name
20 Title

21 **CASINO POKER CLUB** Dated: _____

22

23 _____
Printed Name
24 Title

25 *Dennis Williams*
General Manager
26 **CASINO REAL** Dated: 5-14-08

27 _____
28 _____

Printed Name

1 Title
CLUB ONE CASINO, INC.

Dated: 5-20-08

2

3 *(R) - Markham*

4 Printed Name *Kyle R. Kirk Tony*
Title *President*

5 THE 500 CLUB

Dated: _____

6

7 Printed Name
8 Title

9 KERN COUNTY ASSOCIATION, LP, dba
10 GOLDEN WEST CASINO

Dated: _____

11

12 Printed Name
13 Title

14

15

HUSTLER CASINO

Dated: _____

16

17

18 Printed Name
19 Title

20

21 ALBERT CIANFICHI dba KELLY'S

Dated: _____

22

23

24 Printed Name
25 Title

26

27 WALDEMAR DREHER dba LAKE BOWL
28 CARDROOM

Dated: _____

29

30

31 Printed Name
32 Title

1 Title
CLUB ONE CASINO, INC.

Dated: _____

4 Printed Name
Title

5 THE 590 CLUB

Dated: 5-17-08

6 *[Signature]*
7 Louis C. Sarantos Jr

8 Printed Name
Title OWNER

9 KERN COUNTY ASSOCIATION, LP, dba
10 GOLDEN WEST CASINO

Dated: _____

12 Printed Name
Title

15 HUSTLER CASINO

Dated: _____

17 Printed Name
18 Title

20 ALBERT CIANFICHI dba KELLY'S

Dated: _____

23 Printed Name
24 Title

25 WALDEMAR DREHER dba LAKE BOWL
26 CARDROOM

Dated: _____

27 Printed Name
28 Title

1 Title
CLUB ONE CASINO, INC.


Dated: _____

4 Printed Name
Title
5 THE 500 CLUB

Dated: _____

7 Printed Name
8 Title
9 KERN COUNTY ASSOCIATION, LP, dba
10 GOLDEN WEST CASINO

Dated: May 12, 2008

11 
12 Printed Name CARMEN A. MORIN
13 Title PRESIDENT, GOLDEN WEST PARTNERS, INC, G.P.

15 HUSTLER CASINO

Dated: _____

17 Printed Name
18 Title

20 ALBERT CIANFICHI dba KELLY'S

Dated: _____

23 Printed Name
24 Title

25 WALDEMAR DREHER dba LAKE BOWL
26 CARDROOM

Dated: _____

27 Printed Name
28 Title

1 Title
CLUB ONE CASINO, INC.

Dated: _____

4 Printed Name
Title
5 THE 500 CLUB

Dated: _____

7 Printed Name
8 Title
9 KERN COUNTY ASSOCIATION, LP, dba
10 GOLDEN WEST CASINO

Dated: _____

12 Printed Name
13 Title
14 *El Dorado Enterprises, Inc dba*
15 HUSTLER CASINO

Dated: 5/09/08

16 *Thomas W. Conroy*
17 Printed Name *THOMAS W. CONROY*
18 Title *VP & GENERAL MANAGER*

20 ALBERT CIANFICHI dba KELLY'S

Dated: _____

23 Printed Name
24 Title
25 WALDEMAR DREHER dba LAKE BOWL
26 CARDROOM

Dated: _____

27 Printed Name
28 Title

1 Title
CLUB ONE CASINO, INC.

Dated: _____

4 Printed Name
Title
5 THE 500 CLUB

Dated: _____

7 Printed Name
8 Title
9 KERN COUNTY ASSOCIATION, LP, dba
10 GOLDEN WEST CASINO

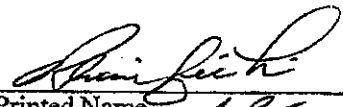
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12 Printed Name
13 Title
14
15 HUSTLER CASINO

Dated: _____

17 Printed Name
18 Title
19
20 ALBERT CIANFICHI dba KELLY'S

Dated: MAY 12, 2008

22 
23 Printed Name A. R. CIANFICHI
24 Title OWNER

25 WALDEMAR DREHER dba LAKE BOWL
26 CARDROOM

Dated: _____

27 Printed Name
28 Title

1 Title
CLUB ONE CASINO, INC. Dated: _____

2
3

4 Printed Name
Title

5 THE 500 CLUB Dated: _____

6

7 Printed Name
8 Title

9 KERN COUNTY ASSOCIATION, LP, dba
10 GOLDEN WEST CASINO Dated: _____

11

12 Printed Name
13 Title

14

15 HUSTLER CASINO Dated: _____

16

17 Printed Name
18 Title

19

20 ALBERT CIANFICHI dba KELLY'S Dated: _____

21

22 Printed Name
23 Title

24

25 WALDEMAR DREHER dba LAKE BOWL
CARDROOM Dated: 05.21.08

26
27 *Waldemar Dreher* *W. Dreher*
Printed Name

28 Title
Owner



1 MATT MIKACICH dba LIMELIGHT
CARDROOM

Dated: 5-13-08

2

3 Peter Matt Mikacich
Printed Name

4 PETER MATT MIKACICH
SOLE PROPRIETOR

5 Title POINT-WALKER, INC. dba LUCKY DERBY
CASINO

Dated: _____

6

7 _____
Printed Name
8 Title

9
10 THE NINETEENTH HOLE GENERAL PARTNERSHIP

Dated: _____

11

12 _____
Printed Name
13 Title

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15 OCEAN VIEW CARD ROOM

Dated: _____

16

17 _____
Printed Name
18 Title

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1 MATT MIKACICH dba LIMELIGHT
CARDROOM

Dated: _____

2
3
4 Printed Name _____

5 Title POINT-WALKER, INC. dba LUCKY DERBY
CASINO

Dated: 5-15-08

6
7 *K S* _____
8 Printed Name KEVIN SCHWITZ
Title GENERAL MANAGER

9 THE NINETEENTH HOLE GENERAL PARTNERSHIP

Dated: _____

10
11
12 Printed Name _____
Title _____

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15 OCEAN VIEW CARD ROOM

Dated: _____

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17 Printed Name _____
18 Title _____

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Dated: _____

3 Printed Name
4 _____

5 Title POINT-WALKER, INC. dba LUCKY DERBY Dated: _____
6 CASINO

7 Printed Name
8 Title

9 THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: 5-15-08
10

11 
12 Printed Name STEPHEN E. SCOWDEN
13 Title PARTNER

14
15 OCEAN VIEW CARD ROOM Dated: _____
16

17 Printed Name
18 Title

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1 MATT MIKACICH dba LIMELIGHT Dated: _____
CARDROOM

2
3 _____
4 Printed Name


5 Title POINT-WALKER, INC. dba LUCKY DERBY Dated: _____
CASINO

6
7 _____
8 Printed Name
9 Title

10 THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: _____

11
12 _____
13 Printed Name
14 Title

15 OCEAN VIEW CARD ROOM Dated: 5/15/08

16
17 
18 Printed Name VERONICA CHOHRAC
19 Title OWNER

20
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1 PALACE CARD ROOM

Dated: May 9, 2008

2

3 Katherine Bousson, Owner

Printed Name

4 Title

5

6 PHOENIX CASINO AND LOUNGE, INC.

Dated: _____

7

8 Printed Name

Title

9

10 MONICA CASTRO DONOHOO dba
11 THE PLAYERS CLUB

Dated: _____

12

Printed Name

13 Title

14

15 ROGELIO'S, INC.

Dated: _____

16

17 Printed Name

Title

18

19 TURLOCK POKER ROOM

Dated: _____

20

21 Printed Name

Title

22

23 VILLAGE CLUB CARD ROOM

Dated: _____

24

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26 Printed Name

Title

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1 PALACE CARD ROOM

Dated: _____

2

3

Printed Name
Title

5

6 PHOENIX CASINO AND LOUNGE, INC.

Dated: _____

7

Jack

8 Printed Name JACK Cunningham
9 Title President

10 MONICA CASTRO DONOHOO dba
11 THE PLAYERS CLUB

Dated: 5/22/2008

12

Printed Name
13 Title

14

15 ROGELIO'S, INC.

Dated: _____

16

17 Printed Name
18 Title

19 TURLOCK POKER ROOM

Dated: _____

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22 Printed Name
Title

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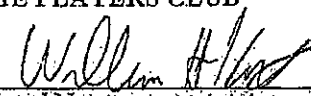
24 VILLAGE CLUB CARD ROOM

Dated: _____

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26 Printed Name
27 Title

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1 PALACE CARD ROOM Dated: _____
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 4 Printed Name
 4 Title
 5
 6 PHOENIX CASINO AND LOUNGE, INC. Dated: _____
 6
 7
 8 Printed Name
 8 Title
 9
 10 MONICA CASTRO DONOHOO dba Dated: _____
 10 THE PLAYERS CLUB
 11
 12 
 12 Printed Name WILLIAM KRACHT
 13 Title CEO
 14
 15 ROGELIO'S, INC. Dated: 5/12/09
 15
 16
 17 Printed Name
 17 Title
 18
 19 TURLOCK POKER ROOM Dated: _____
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 22 Printed Name
 22 Title
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 24 VILLAGE CLUB CARD ROOM Dated: _____
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1 PALACE CARD ROOM

Dated: _____

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4 Printed Name
Title

5 PHOENIX CASINO AND LOUNGE, INC.

Dated: _____

6
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8 Printed Name
Title

9
10 MONICA CASTRO DONOHOO dba
THE PLAYERS CLUB

Dated: _____

11
12 Printed Name
Title

13
14 ROGELIO'S, INC.

Dated: 05/5/08

15
16 *Rogelio Garcia*
17 Printed Name ROGELIO A. GARCIA
18 Title PRESIDENT

19 TURLOCK POKER ROOM

Dated: _____

20
21 Printed Name
Title

22
23 VILLAGE CLUB CARD ROOM

Dated: _____

24
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26 Printed Name
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1 PALACE CARD ROOM

Dated: _____

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3 _____
Printed Name
4 Title

5 PHOENIX CASINO AND LOUNGE, INC.
6

Dated: _____

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Printed Name
9 Title

10 MONICA CASTRO DONOHOO dba
11 THE PLAYERS CLUB

Dated: _____

12

13 _____
Printed Name
14 Title

15 ROGELIO'S, INC.

Dated: _____

16

17 _____
Printed Name
18 Title

19 TURLOCK POKER ROOM

Dated: 11 May 2008

20 _____
21 *Philip A. Rheimschuld, Jr.*

22 _____
Printed Name PHILIP A. RHEIMSCHULD, JR.
23 Title
GENERAL MANAGER & DESIGNATED AGENT

24 VILLAGE CLUB CARD ROOM

Dated: _____

25

26 _____
Printed Name
27 Title

28

1 PALACE CARD ROOM

Dated: _____

2

3 _____
4 Printed Name
5 Title

6 PHOENIX CASINO AND LOUNGE, INC.

Dated: _____

7

8 _____
9 Printed Name
10 Title

11 MONICA CASTRO DONOHOO dba
12 THE PLAYERS CLUB

Dated: _____

13 _____
14 Printed Name
15 Title

16 ROGELIO'S, INC.

Dated: _____

17

18 _____
19 Printed Name
20 Title

21 TURLOCK POKER ROOM

Dated: _____

22

23 _____
24 Printed Name
25 Title

26 VILLAGE CLUB CARD ROOM

Dated: 5-13-08

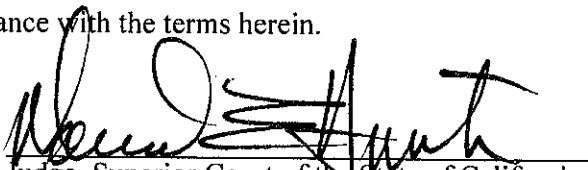
27 _____
28 *Harvey Souza - Owner*
29 Printed Name
30 Title

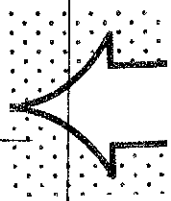
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ORDER AND JUDGMENT

Based upon the stipulated Consent Judgment between CEH and Gaming Partners International USA, Inc., California Commerce Club, Inc., Cameo Club, Capitol Casino, Casino Poker Club, Casino Real, Club One Casino, Inc., The 500 Club, Kern County Association L.P. dba Golden West Casino, Hustler Casino, Albert Cianfichi dba Kelly's, Waldemar Dreher dba Lake Bowl Cardroom, Matt Mikacich dba Limelight Card Rooms, Point-Walker, Inc. dba Lucky Derby Casino, The Nineteenth Hole General Partnership, Ocean View Card Room, Palace Card Club, Phoenix Casino and Lounge, Inc., Monica Castro Donohoo dba The Players Club, Rogelio's, Inc., Turlock Poker Room, and Village Club Card Room, the settlement is approved and the clerk is hereby directed to enter judgment in accordance with the terms herein.

Dated: 8-1-2008


Judge, Superior Court of the State of California



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Exhibit A

(Test Protocol)

- a) Comminute a representative, and discreet portion of the material to be analyzed.
- b) Prepare the sample for analysis using microwave digestion. Microwave digestion protocols from either of the following two methods may be used provided that the samples are completely digested:
 - 1. AOAC Official Method 999.10 (Lead, Cadmium, Zinc, Copper, and Iron in Foods)
 - 2. NIOSH 7082 (Lead by Flame AAS) Appendix – Microwave Digestion for Lead in Paint Chips (and other matrices)
- c) Analyze the sample for total Lead (Pb) content using Graphite Furnace Atomic Absorption Spectrophotometry (GFAAS) or Inductively Coupled Plasma Mass Spectrometry (ICP-MS) using standard operating procedures.
- d) Lead content shall be expressed in parts per million (ppm).

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Exhibit B

(Sample Warning Sign)

WARNING: Gaming chips used at this establishment contain lead, a chemical known to cause cancer, birth defects and other reproductive harm. Wash hands after handling the chips.

1 Exhibit C

2 (Sample Customer Warning Letter)

3 Dear «LastName»:

4 According to our records, your firm has purchased Paulson® brand gaming chips from
5 Gaming Partners International USA, Inc. ("GPI"), formerly known as Paul-Son Gaming Supplies,
6 Inc. We are writing you to advise you of a settlement being entered into by GPI and certain of its
7 customers as a result of a claim brought under the California Safe Drinking Water and Toxic
8 Enforcement Act, commonly known as "Proposition 65". Proposition 65 is a "citizen's right-to-
9 know" law that requires certain businesses to provide a "clear and reasonable" warning before
10 exposing anyone in the state to chemicals known to the State of California to cause cancer and/or
11 reproductive harm ("Listed Chemicals").

12 In September 2007, the Center for Environmental Health ("CEH") filed a Proposition 65
13 action against GPI and a number of our casino and cardroom customers ("Cardroom Defendants")
14 who purchased Paulson gaming chips. CEH alleged that the Paulson line of poker chips
15 manufactured by GPI and distributed in California contain lead which is a Listed Chemical and, as
16 such, a warning was required to be posted.

17 GPI took various action in response to the claim and action including reformulating its
18 gaming chips to reduce the level of lead to the point where no warnings will be required in the
19 future. Due in large part to GPI's effective response, CEH has entered into a settlement agreement
20 with GPI and the Cardroom Defendants.

21 One of the terms of the settlement requires each Cardroom Defendant using older versions
22 of our Paulson brand gaming chips to post a Proposition 65 warning sign in their gaming rooms.
23 We recommend that you post similar warning signs if your facility uses Paulson gaming chips that
24 were purchased prior to June 2007. We believe this notification will meet your obligation to
25 provide a warning and avoid the possibility that your facility will be subject to a Proposition 65
26 enforcement claim.

27 Warnings signs should be posted at a prominent location at or near the entrance to each
28 gaming room where the gaming chips are used and within five (5) feet of any cashier or other
location solely devoted to the sale of gaming chips. The warning signs must be displayed such
that it is likely to be read and understood by an ordinary individual, and are to be a minimum of 8
1/2 by 11 inches. The warning signs should include the following statement, in a minimum of 16
point font.

29 **"WARNING: The gaming chips used at this establishment contain lead, a chemical
30 known to cause cancer, birth defects and other reproductive harm. Wash hands after
31 handling the chips."**

32 Finally, if you have any questions regarding this matter, please contact me at your
33 convenience and feel free to access the GPI's webpage www.gpigaming.com for copies of our
34 health and safety evaluation of our gaming chips.

35 Very truly yours,

36
37 Laura McAllister Cox

38 cc: John J. Allen, Esq.