

1 Clifford A. Chanler, State Bar No. 135534
2 Daniel Bornstein, State Bar No. 181711
3 HIRST & CHANLER LLP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565
7 Telephone: (510) 848-8880
8 Facsimile: (510) 935-8116

9 Attorneys for Plaintiff
10 RUSSELL BRIMER

FILED

JUN 17 2009

CLERK OF SUPERIOR COURT
COUNTY OF MARIN
JUDICIAL CENTER

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

RUSSELL BRIMER

Plaintiff,

v.

BOSTON WAREHOUSE TRADING
CORP.; and DOES 1 through 150, inclusive,

Defendants.

Case No. CIV 091030

**[PROPOSED] JUDGMENT PURSUANT
TO TERMS OF STIPULATION AND
ORDER RE: CONSENT JUDGMENT**

Date: June 11, 2009

Time: 9:00 a.m.

Dept.: B

Judge: Hon. Michael B. Dufficy

1 In the above-entitled action, Plaintiff RUSSELL BRIMER. and Defendant BOSTON
2 WAREHOUSE TRADING CORP., having agreed through their respective counsel that judgment
3 be entered pursuant to the terms of the Proposition 65 settlement agreement in the form of a
4 Stipulation and [Proposed] Order Re: Consent Judgment entered into by the parties, and following
5 issuance of an order approving this Proposition 65 settlement agreement and entering the
6 Stipulation and Order Re: Consent Judgment on June 1st, 2009.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
8 Procedure §664.6, judgment is entered in accordance with the terms of the Stipulation and Order
9 Re: Consent Judgment attached hereto as **Exhibit 1** and lodged concurrently herewith.

10 **IT IS SO ORDERED.**

11
12 Dated: JUN 12 2009

MICHAEL B. DUFFICY
JUDGE OF THE SUPERIOR COURT

Exhibit 1

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Clifford A. Chanler, State Bar No. 135534
Daniel Bornstein, State Bar No. 181711
HIRST & CHANLER LLP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118

Attorneys for Plaintiff
RUSSEL BRIMER

Peter M. Morrisette, State Bar No. 209190
COX CASTLE & NICHOLSON, LLP
555 California Street, 10th Floor
San Francisco, CA 94104
Telephone: (415) 392-4200
Facsimile: (415) 392-4250

Attorneys for Defendant
BOSTON WAREHOUSE TRADING CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN
UNLIMITED JURISDICTION

RUSSELL BRIMER,

Plaintiff,

v.

BOSTON WAREHOUSE TRADING CORP.;
and DOES 1 through 150, inclusive

Defendants.

Case No. CIV 091030

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

1 1. **INTRODUCTION**

2 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and
3 between plaintiff Russell Brimer (hereafter “Brimer” or “Plaintiff”) and defendant Boston
4 Warehouse Trading Corp. (hereinafter “Boston” or “Defendant”), with Plaintiff and Defendant
5 collectively referred to as the “Parties” and Brimer and Defendant each being a “Party.”

6 1.2 **Plaintiff.** Brimer is an individual residing in California who seeks to promote
7 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
8 hazardous substances contained in consumer products.

9 1.3 **General Allegations.** Plaintiff alleges that Defendant has manufactured, distributed
10 and/or sold in the State of California ceramic mugs and other ceramic tableware products intended
11 for the consumption of food or beverages with colored artwork or designs containing lead and/or
12 cadmium on the exterior surface. Lead and Cadmium are listed pursuant to the Safe Drinking
13 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 *et seq.* (“
14 Proposition 65”) is known to cause cancer and birth defects (and other reproductive harm). Lead
15 (and/or lead compounds) and Cadmium shall be referred to herein as the “Listed Chemicals.”

16 1.4 **Product Description.** The products that are covered by this Consent Judgment are
17 defined as follows: ceramic mugs and other ceramic tableware products intended for the
18 consumption of food or beverages, with colored artwork or designs on the exterior surface
19 containing lead and/or cadmium, manufactured, imported, distributed and/or otherwise sold by
20 Defendant in California, including, but not limited to the types of tableware products identified in
21 Exhibit “A” attached hereto. Such products collectively are referred to herein as the “Products.”

22 1.5 **Notices of Violation.** Beginning on August 14, 2008, and on January 26, 2009,
23 Brimer served Defendant and various public enforcement agencies with documents entitled
24 “60-Day Notice of Violation” (“Notice”), that provided Defendant and such public enforcers with
25 notice that alleged that Defendant was in violation of Health & Safety Code §25249.6 for failing to
26 warn purchasers that certain tableware Products that they sold expose users in California to the
27 Lead. Since then, no public enforcer sought to diligently prosecute the allegations set forth in the
28 Notices. On March 19, 2009, Brimer served Boston and various public enforcement agencies with

1 a document entitled "Second Supplemental 60-Day Notice of Violation" (the "Supplemental
2 Notice") that provided Boston and such public enforcers with notice that alleged that Boston was in
3 violation of California Health & Safety Code §25249.6 for failing to warn consumers and customers
4 that the tableware Products sold by Boston exposed users in California to Cadmium. If no public
5 enforcer diligently prosecutes the allegations set forth in the Second Supplemental Notice within 60
6 days of Boston's receipt of the Second Supplemental Notice, Cadmium shall be included in the
7 definition of "Listed Chemicals" for purposes of this agreement.

8 1.6 **Complaint.** On March 6, 2009, Brimer, in the interest of the general public in
9 California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the
10 Superior Court for the County of Marin against Defendant and Does 1 through 150, alleging
11 violations of Health & Safety Code §25249.6 based on the alleged exposures to the Listed
12 Chemicals contained in certain Products sold by Defendant without the requisite health hazard
13 warnings.

14 1.7 **No Admission.** Defendant denies the material factual and legal allegations
15 contained in Plaintiff's Notices and Complaint and maintains that all products that it has sold and
16 distributed in California including the Products have been and are in compliance with all laws.
17 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
18 finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be
19 construed as an admission by Defendant of any fact, finding, conclusion, issue of law or violation of
20 law. However, this section shall not diminish or otherwise affect the obligations, responsibilities
21 and duties of Defendant under this Consent Judgment.

22 1.8 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
23 stipulate that this Court has jurisdiction over the Parties and concerning the alleged violations at
24 issue and personal jurisdiction over Defendant as to the acts alleged, that venue is proper in the
25 County of Marin, and that this Court has jurisdiction to enter this Consent Judgment and to enforce
26 the provisions thereof.

27 1.9 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall be
28 April 30, 2009.

1 **2. INJUNCTIVE RELIEF: PROPOSITION 65 WARNINGS AND REFORMULATION**

2 **2.1 WARNING OBLIGATIONS FOR NON-REFORMULATED PRODUCTS**

3 (a) **Required Warnings.** After May 30, 2009, Boston shall not ship or cause to
4 be shipped or sell any Products containing any of the Listed Chemicals to any person or entity in
5 California, unless warnings are given in accordance with one or more provisions in Subsection 2.2
6 below.

7 (b) **Exceptions.** The obligation set forth in subsections 2.1(a) and 2.2 below
8 shall not apply to:

- 9 (i) any Products manufactured on or before April 30, 2009; or
10 (ii) Reformulated Products

11 **2.2 CLEAR AND REASONABLE WARNINGS**

12 (a) **Product Labeling.** A warning shall be affixed to the packaging, labeling or
13 directly to or on the Products which states:

14 **WARNING: The materials used as colored decorations on the**
15 **exterior of this product contain lead and/or**
16 **cadmium, chemicals known to the State of**
17 **California to cause birth defects or other**
18 **reproductive harm.**

19 or,

20 **WARNING: The materials used as colored decorations on the**
21 **exterior of the following products contain lead**
22 **and/or cadmium, chemicals known to the State of**
23 **California to cause birth defects or other**
24 **reproductive harm.**

25 Warnings issued for the Products pursuant to this subsection shall be prominently placed with such
26 conspicuousness as compared with other words, statements, designs, or devices as to render it
27 likely to be read and understood by an ordinary individual under customary conditions of use or
28 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.

1 (b) **Point-of-Sale Warnings.** The Defendants may execute their warning
2 obligations, where applicable, through arranging for the posting of signs at retail outlets in the
3 State of California at which the Products are sold, in accordance with the terms specified in
4 subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

5 (i) If point-of-sale warnings are to be provided through one or more
6 signs posted at or near the point of sale or display of the Products, the warning must state:

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

12 or

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

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

28 (iii) If Boston intends to utilize point-of-sale warnings for sales made to
retail outlets to comply with this Consent Judgment, it must provide notice as required by this
Consent Judgment to each retailer to whom the Products are shipped for sale in California and
obtain the written consent of such retailer before shipping the Products. Such notice shall include

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

5 **2.3 Reformulation Commitment**

6 Beginning December 31, 2009, Defendant shall not ship, offer to ship for sale or sale in
7 California any Products containing the Listed Chemicals, unless such Products meet the applicable
8 reformulation standards set forth in section 2.3 (b) below.

9 (a) **Reformulation Definitions.** For purposes of this section, the following
10 definitions apply:

11 “Exterior Decorations” is defined as all colored artwork, designs and/or markings
12 on the exterior surface of the Product.

13 “Lip and Rim Area” is defined as the interior and exterior top 20 millimeters of a
14 hollowware food/beverage Product, as defined by American Society of Testing and
15 Materials Standard Test Method C927-99.

16 “No Detectable Lead or Cadmium” shall mean that no lead is detected at a level
17 above two one-hundredths of one percent (0.02%) by weight and no cadmium is detected at
18 a level above eight one-hundredths of one percent (0.08%) using a sample size of the
19 materials in question measuring approximately 50-100 mg and a test method of sufficient
20 sensitivity to establish a limit of quantitation of less than 200 ppm.¹

21 “Product” shall mean ceramic mugs and other ceramic tableware intended for the
22 consumption of food or beverages, with colored artwork or designs on the exterior surface.

23 “Reformulated Product” refers to any Product that meets the Reformulation
24 Standard set forth below, as applicable.

25 (b) **Reformulation Standard.** A Product is a Reformulated Product if it
26 satisfies the standards outlined in subsections 2.3(b)(i), (ii) or (iii), subject to the following
27 qualifications:
28

¹ If the decoration is tested after it is affixed to the Product, the percentage of the Listed Chemicals by weight must relate only to the decorating material and must not include any quantity attributable to non-decorating material (e.g., the substrate).

1 **i. Decorating Material Content-Based Standard.** The Exterior Decorations,
2 exclusive of the Lip and Rim Area, must only utilize decorating materials that
3 contain six one-hundredths of one percent (0.06%) lead or forty eight one-
4 hundredths of one percent (0.48%) cadmium by weight or less as measured either
5 before or after the material is fired onto (or otherwise affixed to) the Product, using
6 EPA Test Method 3050B.²

7 **ii. Wipe Test-Based Standard.** The Product must produce a test result no higher
8 than 1.0 micrograms (ug) of lead and no higher than 8.0 micrograms (ug) of
9 cadmium as applied to the Exterior Decorations and performed as outlined in
10 NIOSH method no. 9100.

11 **iii. Total Acetic-Acid Immersion Test Based Standard.** The Product must
12 achieve a result of 0.99 ppm or less for lead and 7.92 ppm of less for cadmium after
13 correction for internal volume when tested under the protocol attached hereto as
14 Exhibit A (the ASTM C927-99 test method, modified for total immersion with
15 results corrected for internal volume).³

16 **iv. Lip and Rim Area Decoration.** If the Product contains Exterior Decorations in
17 the Lip and Rim Area:

18 (A) Any Exterior Decorations that extend into the Lip and Rim Area must
19 only utilize decorating materials that contain No Detectable Lead or
20 Cadmium; or

21
22 (B) The Product must yield a test result showing a concentration level of 0.5
23 ug/ml or less of lead and 4.0 ug/ml or less of cadmium using ASTM method
24 C 927-99.⁴

25 **3. PAYMENTS MADE PURSUANT TO HEALTH & SAFETY CODE §25249.6**

26 ² If the decoration is tested after it is affixed to the Product, the percentage of the Listed Chemicals by weight must relate only to
27 the decorating material and must not include any quantity attributable to non-decorating material (e.g., the substrate).

³ Because this method requires correction for internal volume, this method is only appropriate for ceramic hollowware.

28 ⁴ The result must be evaluated without correction for internal volume; this method is only appropriate for ceramic hollowware.

1 In settlement of all the claims referred to in this Consent Judgment against it, Boston shall
2 pay \$24,000 in civil penalties to be apportioned in accordance with California Health & Safety
3 Code §25192, with 75% of these funds remitted to the State of California's Office of
4 Environmental Health Hazard Assessment and the remaining 25% of these penalty monies
5 remitted to Brimer as provided by California Health and Safety Code §25249.12(d). The first
6 payment of \$12,000 shall be made on or before April 30, 2009. The second payment of \$12,000
7 shall be waived if Boston certifies by January 31, 2010 that it is shipping or selling only
8 Reformulated Products in California. Boston shall issue two separate checks for each of the penalty
9 payments: (a) one check made payable to Hirst & Chanler LLP in Trust for the State of
10 California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of
11 \$9,000, representing 75% of the total penalty; and (b) one check to Hirst & Chanler LLP in Trust
12 for Brimer in the amount of \$3,000, representing 25% of the total penalty. Two separate 1099s
13 shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010,
14 Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$9,000. The second 1099 shall be
15 issued to Brimer in the amount of \$3,000, whose address and tax identification number shall be
16 furnished, upon request, five calendar days before payment is due. The payment shall be made
17 payable to HIRST & CHANLER LLP and shall be delivered on or before April; 30, 2009, at the
18 following address:

19 HIRST & CHANLER LLP
20 Attn: Proposition 65 Controller
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710-2565

23 4. REIMBURSEMENT OF FEES AND COSTS

24 The parties reached an accord on the compensation due to Brimer and his counsel under the
25 private attorney doctrine, Heath & Safety Code §25249.6 *et seq.* and principles of contract law.
26 Under these legal principles, Boston shall reimburse Brimer's counsel for fees and costs, incurred
27 as a result of investigating, bringing this matter to Boston's attention, and negotiating a settlement
28 in the public interest. Boston shall pay Brimer and his counsel \$28,500 for all attorneys' fees,

1 expert and investigation fees, and related costs. The payment shall be made payable to HIRST &
2 CHANLER LLP and shall be delivered no or before April 30, 2009, at the following address:

3 HIRST & CHANLER LLP
4 Attn: Proposition 65 Controller
2560 Ninth Street
5 Parker Plaza, Suite 214
Berkeley, CA 94710-2565

6
7 Boston shall issue a separate 1099 for fees and cost paid in the amount of \$28,500 to Hirst
8 & Chanler LLP, 2560 Ninth Street, Parker Plaza, Suite 214, Berkeley, CA 94710-2565 (EIN: 20-
9 3929984).

10 4.1 **Additional Attorney Fees and Costs in Seeking Judicial Approval**

11 Pursuant to CCP §§1021 and 1021.5, the Parties agree that Defendant will reimburse
12 Brimer and his counsel for their reasonable fees and costs incurred in seeking judicial approval of
13 this settlement agreement in the trial court, in an amount not to exceed \$8,000. Such additional
14 fees and costs, exclusive of fees and costs that may be incurred in the event of an appeal include,
15 but are not limited to, drafting and filing of the motion to approve papers, fulfilling the reporting
16 requirements referenced in Health & Safety Code §25249.7(f), responding to any third party
17 objections, corresponding with opposing counsel and appearing before the Court related to the
18 approval process.

19 Reimbursement of such additional fees and costs shall be due within ten days after receipt
20 of a billing statement from Brimer ("Additional Fee Claim"). Payment of the Additional Fee
21 Claim shall be made to "Hirst & Chanler LLP," and the payment shall be delivered, at the
22 following address:

23 HRST & CHANLER LLP
24 Attn: Proposition 65 Controller
25 2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

26 5. **RELEASE OF ALL CLAIMS**

1 In further consideration of the representations, warranties and commitments herein
2 contained, and for the payments to be made pursuant to sections 3 and 4, Plaintiff, on behalf of
3 himself, his past and current agents, representatives, attorneys, successors assignees, or any person
4 or entity who may now or in the future claim through him in a derivative manner, and in the
5 interest of the general public, hereby waives all rights to institute or participate in, directly or
6 indirectly, any form of legal action and release all claims, including, without limitation, all actions,
7 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
8 penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and
9 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent
10 (collectively "Claims"), against Defendant and each of its distributors, wholesalers, licensors,
11 licensees, auctioneers, retailers (specifically including Nob Hill Foods and Tuesday Morning),
12 dealers, customers, owners, purchasers, users, parent company, corporate affiliates, subsidiaries
13 and their respective officers, directors, attorneys, representatives, shareholders, agents,
14 representatives, insurers and employees and any other persons or entities to whom Defendant may
15 be liable (collectively, "Defendant's Releasees") arising under Proposition 65 related to
16 Defendant's or Defendant's Releasees' alleged failure to warn about exposures to or identification
17 of the Listed Chemicals contained in the Products. It is specifically understood and agreed that the
18 Parties and the Court intend that Defendant's compliance with the terms of this Consent Judgment
19 resolves all issues and liability, now and in the future (so long as Defendant complies with the
20 terms of the Consent Judgment) concerning Defendant and the Defendant's Releasees' compliance
21 with the requirements of Proposition 65 as to the Listed Chemicals in the exterior decorations on
22 the Products.

23 **6. COURT APPROVAL**

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

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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. 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 Boston shall have no further injunctive obligations pursuant to this Consent Judgment with respect to, and to the extent that, those Products are so affected.

9. 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 addresses listed below. Either Party, from time to time, may specify a change of address to which all notices and other communications shall be sent.

For Plaintiff:

For Defendant:

Russell Brimer
c/o Hirst & Chanler LLP
Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

Boston Warehouse Trading Corp.
c/o Peter M. Morrisette, State Bar No. 209190
COX CASTLE & NICHOLSON, LLP
555 California Street, 10th Floor
San Francisco, CA 94104

10. 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.

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

1 Plaintiff agrees to comply with the reporting form requirements referenced in Health &
2 Safety Code §25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff
3 shall present this Consent Judgment to the California Attorney General's Office within two (2)
4 days after receiving all of the necessary signatures. A noticed motion to enter the Consent
5 Judgment will then be served on the Attorney General's Office at least forty-five (45) days prior to
6 the date a hearing is scheduled on such motion in the Superior Court for the County of Marin
7 unless the Court allows a shorter period of time.

8 **12. ADDITIONAL POST EXECUTION ACTIVITIES**

9 The Parties shall mutually employ their best efforts to support the entry of this Agreement
10 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
11 manner. The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed
12 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the plaintiff
13 agrees to file a Motion to Approve the Agreement ("Motion"), the first draft of which Plaintiff's
14 counsel shall prepare, within a reasonable period of time after the Execution Date (*i.e.*, not to
15 exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based on unanticipated
16 circumstances). Plaintiff's counsel shall prepare a declaration in support of the Motion which
17 shall, *inter alia*, set forth support for the fees and costs to be reimbursed pursuant to Section 4.

18 **13. MODIFICATION**

19 This Consent Judgment may be modified only by: (1) written agreement of the Parties and
20 upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party as
21 provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney
22 General shall be served with notice of any proposed modification to this Consent Judgment at least
23 fifteen (15) days in advance of its consideration by the Court. Brimer shall be entitled to his
24 reasonable fees and costs under CCP §1021.5 if Defendant, the Attorney General and/or any third
25 party seeks to modify the terms of this Consent Judgment.

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14. **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:

AGREED TO:

Date: 3-31-09

Date: _____

By: 
Plaintiff RUSSELL BRIMER

By: _____
Peter K. Jenkins, President
Defendant BOSTON WAREHOUSE
TRADING CORP.

APPROVED AS TO FORM:

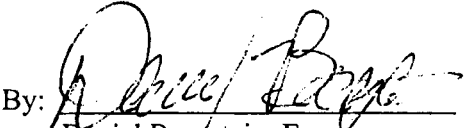
APPROVED AS TO FORM:

Date: 4/3/09

Date: _____

HIRST & CHANLER LLP

COX CASTLE & NICHOLSON, LLP

By: 
Daniel Bornstein, Esq.
Attorney for Plaintiff
RUSSELL BRIMER

By: _____
Peter M. Morrisette, Esq.
Attorney for Defendant
BOSTON WAREHOUSE TRADING
CORP.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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14. 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:

AGREED TO:

Date: _____

Date: 4-7-09

By: _____
Plaintiff RUSSELL BRIMER

By: Peter K. Jenkins
Peter K. Jenkins, President
Defendant BOSTON WAREHOUSE
TRADING CORP.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____

Date: _____

HIRST & CHANTLER LLP

COX CASTLE & NICHOLSON, LLP

By: _____
Daniel Bornstein, Esq.
Attorney for Plaintiff
RUSSELL BRIMER

By: _____
Peter M. Morrisette, Esq.
Attorney for Defendant
BOSTON WAREHOUSE TRADING
CORP.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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14. 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:

AGREED TO:

Date: _____

Date: _____

By: _____
Plaintiff RUSSELL BRIMER

By: _____
Peter K. Jenkins, President
Defendant BOSTON WAREHOUSE
TRADING CORP.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____

Date: April 7, 2009

HIRST & CHANLER LLP

COX CASTLE & NICHOLSON, LLP

By: _____
Daniel Bornstein, Esq.
Attorney for Plaintiff
RUSSELL BRIMER

By: *Peter M. Morrisette*
Peter M. Morrisette, Esq.
Attorney for Defendant
BOSTON WAREHOUSE TRADING
CORP.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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The Products covered by this agreement include, but are not limited to the following
Ceramic Tableware Products:

- Mugs
- Dishes
- Bowls
- Serving Platters and Dishes
- Spreader Sets
- Corn Picks
- Dip Bowls
- Serving Utensils
- Wine glass markers
- Spoonrests