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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

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.
28

1 2.2 **CLEAR AND REASONABLE WARNINGS**

2 (a) **Product Labeling.** A warning is affixed to the packaging, labeling or
3 directly to or on a Product by 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.¹**

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:

¹ 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.²

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.³

22
23
24 ² 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 ³ 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.

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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: (1) 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
19 655 Redwood Highway, Suite 216
 Mill Valley, CA 94941.

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.

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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: *Russell Brimer*
10 Plaintiff Russell Brimer

By: _____
Defendant Enesco Group, Inc.

11
12
13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14
15 Date: _____

Date: _____

16 PARAS LAW GROUP

SIDLEY, AUSTIN, BROWN & WOOD, LLP

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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
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:

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7 Date: _____

Date: _____

8
9 By: _____
10 Plaintiff Russell Brimer

By: _____
Defendant Enesco Group, Inc.

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13 APPROVED AS TO FORM:

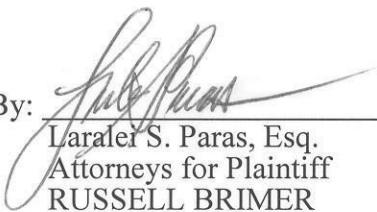
APPROVED AS TO FORM:

14 Date: 7/15/05

Date: _____

15
16 PARAS LAW GROUP

SIDLEY, AUSTIN, BROWN & WOOD, LLP

17
18 By:  _____
19 Laralee 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.**

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25
26 Date: _____

27
28 _____
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:

7 Date: _____

Date: _____

9 By: _____
10 Plaintiff Russell Brimer

9 By: 
10 Defendant Enesco Group, Inc.

13 APPROVED AS TO FORM:

APPROVED AS TO FORM:

15 Date: _____

Date: _____

16 PARAS LAW GROUP

SIDLEY, AUSTIN, BROWN & WOOD, LLP

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

18 By: _____
19 Judith M. Praitis, Esq.
20 Attorneys for Defendant
ENESCO GROUP, INC.

23 IT IS SO ORDERED.

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.

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12
13 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

14 Date: _____

15 Date: July 12, 2005

16 **PARAS LAW GROUP**

SIDLEY, AUSTIN, BROWN & WOOD, LLP

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

22
23 By:  _____
24 Judith M. Praitis, Esq.
25 Attorneys for Defendant
26 ENESCO GROUP, INC.

27 **IT IS SO ORDERED.**

28 Date: _____

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)