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5 Attorneys for Defendant

8 Superior Court of the State of California  
9 County of San Francisco  
10 Unlimited Jurisdiction

12 RUSSELL BRIMER,

13 Plaintiff,

14 vs.

15 THE BOELTER COMPANIES, et al.,

16 Defendants.

) Case No. CGC-05-440811

) AMENDED STIPULATION AND  
) [PROPOSED] CONSENT JUDGMENT

17  
18 1. The following constitutes the knowing and voluntary election and stipulation of the  
19 entity named below ("Company" or "Opt-In Defendant") to join as a Settling Defendant under the  
20 Consent Judgment previously entered by the Court in *Brimer v. The Boelter Companies, Inc.*, San  
21 Francisco Superior Court Case No. CGC 05 -440811 ("Action") and to be bound by the terms of  
22 that Consent Judgment.

23 2. At any time during the one-year period prior to the filing of this Stipulation  
24 ("Relevant Period"), the Company has employed ten (10) or more part-time or full-time persons and  
25 has manufactured, distributed, offered for use or sold one or more items in each of the following  
26 categories of Covered Products, as defined in the Consent Judgment (section 1.4) (check all that  
27 apply):

- 28  Glassware Food/Beverage Products ("Category A Products")

- 1            Glassware Non-Food/Beverage Products ("Category C Products")
- 2            Ceramicware Food/Beverage Products ("Category B Products")
- 3            Ceramicware Non-Food/Beverage Products ("Category D Products")

4           3.       The categories of products identified above are hereafter designated "Covered  
5 Products" in the Action with respect to the Company

6           4.       At least one of the items in each of the categories checked above did not during the  
7 Relevant Period or does not currently meet the Reformulation Standards set forth for that category  
8 of Covered Products in section 2.3 of the Consent Judgment. The Company has not provided  
9 compliant Proposition 65 warnings in conjunction with the sale or use of all such Covered Products  
10 in California at all times during the Relevant Period

11          5.       The Company has not conducted a risk or exposure assessment for all Covered  
12 Products within each separate category checked above firmly establishing that the use of such  
13 Covered Products will result in an exposure in an amount less than that deemed permissible in 22  
14 Cal. Code Regs. §12805(b) (i.e., less than 0.5 micrograms of lead per day and/or less than 4.1  
15 micrograms of cadmium per day).

16          6.       To the extent the Consent Judgment applies to the categories of Covered Products  
17 checked above, the Company agrees to be bound by the injunctive relief provisions of the Consent  
18 Judgment as it relates to each such category of Covered Products./

19          7.       In conjunction with the execution of this Stipulation, the Company has provided the  
20 payments applicable to it as set forth in Table 14.4 of the Consent Judgment in the manner described  
21 in Exhibit E to the Consent Judgment. In this regard, the Company hereby represents and warrants  
22 that under the criteria set forth in subsections 14.4(a), (b), and (c) of the Consent Judgment, with  
23 respect to the Covered Products applicable to it pursuant to the categories checked in Paragraph 2 of  
24 this Stipulation, it is a (check only one)<sup>1/</sup> :

25 \_\_\_\_\_

26           <sup>1/</sup> Any entity which has conducted activities which comprise more than one of the  
27 categories of business listed in (a)-(d) below shall be deemed to be a Manufacturer if 15% or more  
28 of its sales of Covered Products in California were the result of its Manufacturing of Covered  
Products; any entity otherwise in categories (c) or (d) shall be deemed to be a Distributor/Importer if  
15% or more of its sales of Covered Products in California were the result of its  
Distributing/Importing of Covered Products.

- 1            (a) Manufacturer with combined sales in California of less than 350,000
- 2           consumer units in calendar year 2004
- 3            (a.1) Low Volume Manufacturer with combined sales in California of less
- 4           than 10,000 consumer units in calendar year 2004
- 5            (b) Distributor and/or Importer with combined sales in California of less than
- 6           350,000 consumer units in calendar year 2004
- 7            (b.1) Low Volume Distributor and/or Importer with combined sales in
- 8           California of less than 10,000 consumer units in calendar year 2004
- 9            (c) Retailer and/or Amusement & Recreation Establishment
- 10           (d) Bar, Restaurant, Hotel, or Other Food/Beverage Service Defendant
- 11           (e) Opt-In Defendant with De Minimus Sales, i.e., combined sales in
- 12          California of less than 500 consumer units in calendar year 2004 (attach to
- 13          this Stipulation a list of the names of all product lines (by narrative
- 14          description and,

15           8.       At least 65 days prior to the submissions of this Stipulation to the Court for entry,  
16       provided that it has been mailed to the address shown in Exhibit C attached hereto, the Company  
17       agrees to be deemed to have accepted service of a 60-day notice letter from Russell Brimer  
18       ("Brimer") alleging certain violations of Proposition 65 with respect to sales of the Covered  
19       Products identified herein.

20           9.       The Company hereby stipulates to be deemed to have voluntarily accepted service of  
21       the summons and complaint in this Action upon the filing of this Stipulation and agrees to be  
22       subject to the jurisdiction of the Court for purposes of the Consent Judgment.

23           10.      Future notices concerning this Stipulation and the Consent Judgment shall be  
24       provided to the Company at the address shown in Exhibit C as attached hereto. If the Company  
25       desires to change the individual and/or address designated to receive notice on its behalf, the  
26       Company shall provide notice to Brimer and Boelter's counsel at the addresses for them listed in  
27       Exhibit C to the Consent Judgment.

28           11.      The undersigned have read, and the person and/or entity named below knowingly and

1 voluntarily agree to be bound by, all terms and conditions of this Stipulation and the Consent  
2 Judgment as previously approved and entered by the San Francisco County Superior Court in this  
3 Action.

4 12. The undersigned have full authority to make the written representations above and to  
5 enter into this Stipulation for the person/entity on behalf of which he/she is signing. It is hereby  
6 stipulated and agreed to:

7  
8 By: Nancy Warwick  
(signature)  
9 Name: **Nancy Warwick**  
10 Title: **President**

By Russell Brimer  
On Behalf of plaintiff Russell Brimer

11 On Behalf of:  
12 **Warwick's**  
13 **Opt-In Defendant**

14 Dated: March 10, 2006

Dated: 6/26/06

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**EXHIBIT C (Supplement)**  
Contact Information for Purposes of Future Notice

Opt-In Party Name:	<b>Warwick's</b>	<b>Attorneys</b>
Contact Person:	Nancy Warwick President	Timothy R. Graves, Esq.
Mailing address:	7812 Girard Avenue La Jolla, California 92037	Lewis Brisbois Bisgaard & Smith LLP 221 North Figueroa Street, Suite 1200 Los Angeles, California 90012-2601
Telephone:	858-454-0347	213-250-1800
Fax number:	858-454-9325	213-250-7900
E-Mail address		graves@lbbslaw.com

**PRODUCTS SOLD BY WARWICK'S**

<b>Quantity</b>	<b>Description</b>	<b>Style #</b>
6	American Glass	114G
10	California Glass	005G
4	Colorado Glass	008G
6	Hawaii Glass	017G
6	Napa Valley Glass	104G