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21 Russell Brimer

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

RUSSELL BRIMER,

Plaintiff,

v.

THE BOELTER COMPANIES, et al.,

Defendants.

Case No. CGC-05-440811

**STIPULATION FOR ENTRY OF
JUDGMENT**

STIPULATION AND (PROPOSED) ORDER RE: CONSENT JUDGMENT
SFSC CASE NO. CGC 05-440811

sf-2012773
sf-2012773

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

4 7. In conjunction with the execution of this Stipulation, the Company has provided the
5 payments applicable to it as set forth in Table 14.4 of the Consent Judgment in the manner
6 described in Exhibit E to the Consent Judgment. In this regard, the Company hereby
7 represents and warrants that under the criteria set forth in subsections 14.4(a), (b), and (c) of
8 the Consent Judgment, with respect to the Covered Products applicable to it pursuant to the
9 categories checked in Paragraph 2 of this Stipulation, it is a (check only one)¹:

- 10 **(a) Manufacturer** with combined sales in California of less than 350,000
11 consumer units in calendar year 2004
- 12 **(a.1) Low Volume Manufacturer** with combined sales in California of less
13 than 10,000 consumer units in calendar year 2004
- 14 **(b) Distributor and/or Importer** with combined sales in California of less than
15 350,000 consumer units in calendar year 2004
- 16 **(b.1) Low Volume Distributor and/or Importer** with combined sales in
17 California of less than 10,000 consumer units in calendar year 2004
- 18 **(c) Retailer and/or Amusement & Recreation Establishment**
- 19 **(d) Bar, Restaurant, Hotel, or Other Food/Beverage Service Defendant**
- 20 **(e) Opt-In Defendant with De Minimis Sales**, i.e., combined sales in
21 California of less than 500 consumer units in calendar year 2004 (attach to this
22 Stipulation a list of the names of all product lines (by narrative description and,
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25 ¹ Any entity which has conducted activities which comprise more than one of the
26 categories of business listed in (a)-(d) below shall be deemed to be a Manufacturer if 15% or
27 more of its sales of Covered Products in California were the result of its Manufacturing of
28 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 where available, UPC code) comprising these consumer units of Covered
2 Products).

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

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

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

16 11. The undersigned have read, and the person and/or entity named below
17 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation
18 and the Consent Judgment as previously approved and entered by the San Francisco County
19 Superior Court in this Action.

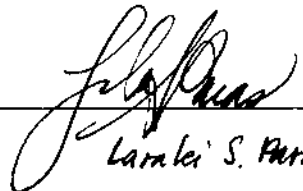
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12. The undersigned have full authority to make the written representations above and to enter into this Stipulation for the person/entity on behalf of which he/she is signing.

IT IS HEREBY STIPULATED AND AGREED TO:

By: 
(signature)

By: 
Lorne S. Brimer

On Behalf of Plaintiff Russell Brimer

Philip Cohanim
Name (printed/typed)

President
Title (printed/typed)

On Behalf of:
Zodax
(Insert Company Name)

Opt-In Defendant

Dated: December 29, 2005

Dated: December 29, 2005

