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20 Attorneys for Plaintiff
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.

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where available, UPC code) comprising these consumer units of Covered Products).

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

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

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

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

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

3 IT IS HEREBY STIPULATED AND AGREED TO:

4
5 By: Maren Christensen
6 (signature)

7 By: Laralei S. Paras
8 On Behalf of Plaintiff Russell Brimer

9 Maren Christensen
10 Name (printed/typed)

11 Assistant Secretary
12 Title (printed/typed)

13 Dated: 12-27-2005

14 On Behalf of:
15 NBC Universal, Inc., a Delaware corporation
16 (f/k/a National Broadcasting Company, Inc.),
17 for itself and its divisions and subsidiaries,
18 including NBCU Acquisition Sub, Inc., a
19 Delaware corporation, Universal Studios, Inc., a
20 Delaware corporation, USI Entertainment, Inc.,
21 a Delaware corporation, Vivendi Universal
22 Entertainment LLLP, a Delaware limited
23 liability limited partnership, USI-UCS Holdings
24 LLLP, a Delaware limited liability limited
25 partnership, Universal Studios LLC, a Delaware
26 limited liability company, Universal City
27 Studios LLLP, a Delaware limited liability
28 partnership (registered in California as
Universal City Studios LLLP, L.P., and using
the fictitious business name Universal Studios
Hollywood), CNBC, Inc., a Delaware

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corporation, NBC Studios Store (a division),
NBC Retail Operations (a division), NBC
Studios, Inc., a New York corporation, and
NBC Enterprises, Inc., a Nevada corporation

(Insert Company Name)
Opt-In Defendant *
Dated: Nov 29, 2005

* Note: As a point of clarification, the Opt-In Defendant does not admit liability, pursuant to Section 1.8 of the Consent Judgment. In addition, the second sentence of paragraph 4 of this Stipulation is not intended to mean, and shall not be construed to mean, that the Company has never during the Relevant Period provided any compliant Proposition 65 warnings in conjunction with the sale or use of any such Covered Products in California.

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

Opt-In Party Name: NBC Universal, Inc. (and its divisions and subsidiaries)

Contact Person: Donald C. Nanney, Esq.

Mailing address: Gilchrist & Rutter Professional Corporation

1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401

Telephone: (310) 393-4000

Fax number: (310) 394-4700

Email address: dnanney@gilchrutrutter.com