

1 Clifford A. Chanler, State Bar No. 135534
2 CHANLER LAW GROUP
3 71 Elm Street, Suite 8
4 New Canaan, CT 06840
5 Telephone: (203) 966-9911
6 Facsimile: (203) 801-5222

7 Daniel Bornstein, State Bar No. 181711
8 Laralie S. Paras, State Bar No. 203319
9 PARAS LAW GROUP
10 655 Redwood Highway, Suite 216
11 Mill Valley, CA 94941
12 Telephone: (415) 380-9222
13 Facsimile: (415) 380-9223

14 Christopher Martin, State Bar No. 186021
15 MARTIN LAW GROUP
16 23 N. Lincoln, Suite 204
17 Hinsdale, IL 60521
18 Telephone: (630) 789-6998
19 Facsimile: (630) 214-0979

20 Attorneys for Plaintiff
21 Russell Brimer

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA
23 COUNTY OF SAN FRANCISCO
24 UNLIMITED JURISDICTION

25 RUSSELL BRIMER,
26 Plaintiff,
27 v.
28 THE BOELTER COMPANIES, et al.,
Defendants.

Case No. CGC-05-440811
STIPULATION FOR ENTRY OF JUDGMENT

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

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

- 11 **Glassware Food/Beverage Products** (“Category A Products”)
- 12 **Glassware Non-Food/Beverage Products** (“Category C Products”)
- 13 **Ceramicware Food/Beverage Products** (“Category B Products”)
- 14 **Ceramicware Non-Food/Beverage Products** (“Category D Products”)

15 3. The categories of products identified above are hereafter designated
16 “Covered Products” in the Action with respect to the Company.

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

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

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

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

- 12 **(a) Manufacturer** with combined sales in California of less than 350,000
13 consumer units in calendar year 2004
- 14 **(a.1) Low Volume Manufacturer** with combined sales in California of
15 less than 10,000 consumer units in calendar year 2004
- 16 **(b) Distributor and/or Importer** with combined sales in California of less
17 than 350,000 consumer units in calendar year 2004
- 18 **(b.1) Low Volume Distributor and/or Importer** with combined sales in
19 California of less than 10,000 consumer units in calendar year 2004
- 20 **(c) Retailer and/or Amusement & Recreation Establishment**
- 21 **(d) Bar, Restaurant, Hotel, or Other Food/Beverage Service**
- 22 **Defendant**

23
24
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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- **(e) Opt-In Defendant with De Minimus Sales**, i.e., combined sales in California of less than 500 consumer units in calendar year 2004 (attach to this Stipulation a list of the names of all product lines (by narrative description and, 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.

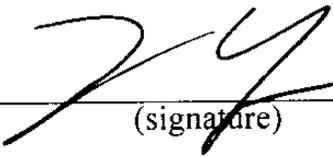
10. Future notices concerning this Stipulation and the Consent Judgment shall be provided to the Company at the address shown in Exhibit C as attached hereto. If the Company desires to change the individual and/or address designated to receive notice on its behalf, the Company shall provide notice to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

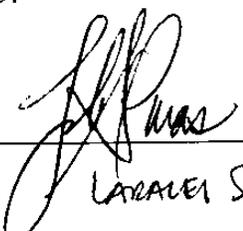
11. The undersigned have read, and the person and/or entity named below knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation and the Consent Judgment as previously approved and entered by the San Francisco County Superior Court in this Action.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: 
Lawrence S. Parris
On Behalf of Plaintiff Russell Brimer

Larry Chaplin

Administrative Vice President

On Behalf of:

Southern Wine & Spirits of America, Inc.,
its dba's, wholly owned subsidiaries, and
affiliates

(Insert Company Name)

Opt-In Defendant

Dated: 3/17/06

Dated: April 12, 2006

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Tel: 415-434-1600
Fax: 415-217-5910
Email address: RJacobs@howardrice.com

and

Clement J. Kong
Korshak, Kracoff, Kong & Sugano
2430 J Street
Sacramento, CA 95816

Tel: 916-445-6255
Fax: 916-448-8435
Email address: Clement@KKKS.com