

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
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

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**

1 1. The following constitutes the knowing and voluntary election and stipulation of the
2 entity named below ("Company" or "Opt-In Defendant") to join as a Settling Defendant under
3 the Consent Judgment previously entered by the Court in *Brimer v. The Boelter Companies,*
4 *Inc.*, San Francisco Superior Court Case No. CGC 05 -440811 ("Action") and to be bound by
5 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 each of
9 the following categories of Covered Products, as defined in the Consent Judgment (section 1.4)
10 (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 "Covered
16 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 during the
18 Relevant Period or does not currently meet the Reformulation Standards set forth for that
19 category of Covered Products in section 2.3 of the Consent Judgment. The Company has not
20 provided compliant Proposition 65 warnings in conjunction with the sale or use of all such
21 Covered Products in California at all times during the Relevant Period.*

22 5. The Company has not conducted a risk or exposure assessment for all Covered
23 Products within each separate category checked above firmly establishing that the use of such
24 Covered Products will result in an exposure in an amount less than that deemed permissible in
25

26 _____
27 * Note: In accordance with Section 1.8 of the Consent Judgment, Reily Foods Company
28 makes no admission of law or fact with respect to any alleged violation or liability under
Proposition 65 by signing this Stipulation.

22 Cal. Code Regs. §12805(b) (i.e., less than 0.5 micrograms of lead per day and/or less than 4.1 micrograms of cadmium per day).

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

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

☒ (a) **Manufacturer** with combined sales in California of less than 350,000 consumer units in calendar year 2004

☐ (a.1) **Low Volume Manufacturer** with combined sales in California of less than 10,000 consumer units in calendar year 2004

☐ (b) **Distributor and/or Importer** with combined sales in California of less than 350,000 consumer units in calendar year 2004

☐ (b.1) **Low Volume Distributor and/or Importer** with combined sales in California of less than 10,000 consumer units in calendar year 2004

☐ (c) **Retailer and/or Amusement & Recreation Establishment**

☐ (d) **Bar, Restaurant, Hotel, or Other Food/Beverage Service Defendant**

☐ (e) **Opt-In Defendant with De Minimis Sales**, i.e., combined sales in California of less than 500 consumer units in calendar year 2004 (attach to this

¹ Any entity which has conducted activities which comprise more than one of the categories of business listed in (a)-(d) below shall be deemed to be a Manufacturer if 15% or more 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 Stipulation a list of the names of all product lines (by narrative description and,
2 where available, UPC code) comprising these consumer units of Covered
3 Products).

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

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

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

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

21 ///

22 ///

23 ///

24 ///

25 ///

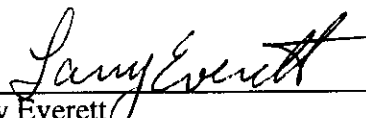
26 ///

27

28

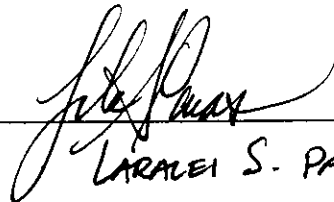
12. The undersigned have full authority to make the written representations above and to enter into this Stipulation for the person/entity on behalf of which he/she is signing.

IT IS HEREBY STIPULATED AND AGREED TO:

By: 
Larry Everett
Executive Vice President

On Behalf of Reily Foods Company, Opt-In
Defendant

Dated: 2/16/06

By: 
LIRALEI S. PARAS

On Behalf of Plaintiff Russell Brimer

Dated: April 6, 2006

40969057.1

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

Opt-In Party Name: Reily Foods Company

Contact Person: Larry Everett
Executive Vice President

Mailing address: 640 Magazisalleyne Street
New Orleans, LA 70130

Telephone: (504) 524-6131

Fax number: (504) 539-5427

Email address: LEverett@rfoods.com