| 1 2 3 4 5 | San Francisco, CA 94122 Telephone: (415) 759-4111 Facsimile: (415) 759-4112 Attorneys for Plaintiff | | |
|---|--|---|--|
| 7 | | | |
| 8 | SUPERIOR COURT OF TH | SUPERIOR COURT OF THE STATE OF CALIFORNIA | |
| 9 | FOR THE COUN | TY OF ALAMEDA | |
| 10 | CENTER FOR ENVIRONMENTAL | Case No. RG 07336796 | |
| 11 | HEALTH, a non-profit corporation, | [PROPOSED] CONSENT JUDGMENT | |
| 12 | Plaintiff, | | |
| 13 | v. | | |
| 14 | GAMING PARTNERS INTERNATIONAL, INC., et al., | | |
| 15 | Defendants. | | |
| 16 | | | |
| 17 | 1. INTRODUCTION | | |
| 18 | 1.1 On July 20, 2007, plaintiff Center | for Environmental Health ("CEH"), a nonprofit | |
| 19 | corporation acting in the public interest, filed a complaint in Alameda County Superior Court, | | |
| 20 | entitled CEH v. Gaming Partners International, Inc., et al., Alameda County Superior Court Case | | |
| 21 | Number RG07336796 (the "Action"), for civil penalties and injunctive relief pursuant to the | | |
| 22 | provisions of California Health & Safety Code § | 25249.5 et seq. ("Proposition 65"). | |
| 23 | 1.2 Defendant Gaming Partners Intern | national USA, Inc., inadvertently designated in | |
| 24 | the Complaint as Gaming Partners International, | Inc. ("Manufacturer Defendant") is a corporation | |
| 25 | that employs 10 or more persons and that manufa | actured, distributed and/or sold gaming chips (also | |
| 26 | referred to as casino chips or poker chips) in the | State of California. The gaming chips | |
| 27 | manufactured, distributed and/or sold by Manufa | acturer Defendant are referred to herein as the | |
| 28 | "Products." | | |
| LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP | 761073.03/LA [PROPOSED] CONSENT JUDGMI | ENT - A.C.S.C. Case No. RG 07336796 | |

761073.03/LA

Defendants as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,

761073 03/LA

LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint, by any person or entity other than the Attorney General of the State of California, based in whole or in part, directly or indirectly, against the Settling Defendants based on the facts alleged therein.

1.8 The Parties enter into this Consent Judgment as a full and final settlement of all claims that were raised in the Complaint, or which could have been raised in the Complaint, based in whole or in part, directly or indirectly, arising out of the facts alleged therein. By executing this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or conclusions of law. Settling Defendants deny the material factual and legal allegations contained in Plaintiff's Notices and Complaint and maintain that all products that they manufactured, distributed, used or offered for distribution and use or sale in California have been and are in compliance with all laws including without limitation Proposition 65. This Consent Judgment is a compromise of disputed claims, and nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by Settling Defendants of any fact, conclusion of law, issue of law, or violation of law.

2. COMPLIANCE

- 2.1 Reformulation. No later than three (3) months after entry of this Consent Judgment (the "Compliance Date"), Manufacturer Defendant shall cease to manufacture, distribute, ship, or sell, or cause to be manufactured, distributed, shipped or sold, any Product that contains Lead in concentrations that exceed the Reformulation Standard. For purposes of this Consent Judgment only, the Reformulation Standard means that the total concentration of Lead in the chip, when digested pursuant to the applicable test protocol attached hereto as Exhibit A, contains no more than 50 parts per million ("ppm") of total lead.
- 2.2 CEH's Confirmatory Testing. CEH may, at its discretion and sole expense, conduct periodic testing of the Products reformulated pursuant to the provisions of this Consent Judgment. Any such testing will be conducted pursuant to the Test Protocol attached hereto as Exhibit A at an independent laboratory. In the event that CEH's testing demonstrates Lead levels

| in excess of the Reformulation Standard at any time after the Compliance Date for one or more of |
|--|
| the Manufacturer Defendant's Products, CEH shall inform Manufacturer Defendant of the |
| violation(s). CEH must include information sufficient to permit Manufacturer Defendant to |
| identify the Product(s) with the notification of violation(s). CEH and Manufacturer Defendant |
| shall then meet and confer in an attempt to informally resolve the alleged violation. Should the |
| parties be unable to informally resolve the alleged violation within 30 days, CEH may thereafter |
| file a motion to enforce this Consent Judgment against the Manufacturer Defendant pursuant to |
| Section 5. |
| |

2.3 **Purchase of Reformulated Chips.** Following the Compliance Date, the Cardroom Defendants shall, provided that at the time of purchase Manufacturer Defendant is offering for commercial sale suitable gaming chips that do not contain Lead in concentrations that exceed the Reformulation Standard, cease to purchase any gaming chip that contains Lead in concentrations that exceed the Reformulation Standard. Nothing in this Consent Judgment, however, requires the Cardroom Defendants to cease using their existing gaming chips or to buy new chips. The Parties also acknowledge that manufacturers other than Manufacturing Defendant may offer for sale chips that do not contain Lead in concentrations exceeding the Reformulation Standard (hereafter "Reformulated Gaming Chips"). If the Cardroom Defendants (i) are prohibited from purchasing non-Reformulated Gaming Chips pursuant to the first sentence in this Section 2.3, and (ii) choose to purchase new chips, then such chips may be purchased from any manufacturer that sells Reformulated Gaming Chips, including without limitation Manufacturing Defendant. In determining whether gaming chips meet the Reformulation Standard, the Cardroom Defendants may rely on written representations and other written information obtained from the suppliers and/or manufacturers of the gaming chips.

2.4 Warnings.

2.4.1 Manufacturer Defendant's Interim Warnings. On or before the Effective Date, Manufacturer Defendant shall furnish to each Cardroom Defendant and to each of its customers which (a) is subject to a Proposition 65 warning requirement, and (b) purchased Products made by Manufacturer Defendant within the past 12 months of the date of entry of this

1

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

761073 03/LA

| 1 | Consent Judgment, a sufficient number of warning signs to provide such customer with a warning |
|----|---|
| 2 | sign for each of its gaming rooms or casinos ("Warning Signs"), together with a descriptive letter |
| 3 | as described in Section 2.4.1.2 below. In addition, until the Compliance Date, Manufacturer |
| 4 | Defendant shall furnish to its California customers Warning Signs together with the descriptive |
| 5 | letter described in Section 2.4.1.2 below with each additional shipment of Products sold in |
| 6 | California that do not meet the Reformulation Standard. |
| 7 | 2.4.1.1 Warning Signs . The warning signs shall be a minimum of 8 ½ by |
| 8 | 11 inches with the following statement appearing in a minimum of 16 point font. |
| 9 | "WARNING: Gaming chips used at this establishment contain lead, a |
| 10 | chemical known to cause cancer, birth defects and other |
| 11 | reproductive harm. Wash hands after handling the chips." |
| 12 | The Parties agree that the sample warning sign attached hereto as Exhibit B satisfies this |
| 13 | requirement. |
| 14 | 2.4.1.2 Customer Letter Regarding Warnings. Manufacturer Defendant |
| 15 | shall send to each such customer described in this Section 2.4.1 a letter accompanying the warning |
| 16 | signs with directions describing where the signs should be posted. Specifically, the letter shall |
| 17 | inform Manufacturer Defendant's customers that a warning sign must be displayed in a prominent |
| 18 | location at or near the entrance to each room in which there are card tables present and within 5 |
| 19 | feet of any cashier or other location solely devoted to the sale of gaming chips. The letter shall |
| 20 | further describe that the warning must be displayed with such conspicuousness, as compared with |
| 21 | other words, statements, or designs as to render it likely to be read and understood by an ordinary |
| 22 | individual. The parties agree that the sample letter attached hereto as Exhibit C satisfies this |
| 23 | requirement. |
| 24 | |
| 25 | |
| 26 | |
| 27 | |
| 28 | |

761073.03/LA

| 1 | |
|----|--------|
| 2 | of the |
| 3 | time |
| 4 | Stanc |
| 5 | entra |
| 6 | Stand |
| 7 | of ga |
| 8 | as co |
| 9 | unde |
| 10 | with |
| 11 | |
| 12 | |
| 13 | |
| 14 | The I |
| 15 | requi |
| 16 | every |
| 17 | facili |
| 18 | repre |
| 19 | |
| 20 | speci |
| 21 | parag |
| 22 | other |
| 23 | 3. S |
| 24 | |

2.4.2 Cardroom Defendants' Warnings. Within 30 days of the date that each of the Warning Signs and the letter described in Section 2.4.1 are sent and thereafter until such time as all gaming chips present at a Cardroom Defendant's facility meet the Reformulation Standard, each Cardroom Defendant shall post warnings signs at a prominent location at the entrance to each gaming room where gaming chips that do not comply with the Reformulation Standard are used and within 5 feet of any cashier or other location solely devoted to the purchase of gaming chips. In each location, the warning sign must be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. The warning signs shall be a minimum of 8 ½ by 11 inches with the following statement appearing in a minimum of 16 point font.

"WARNING: Gaming chips used at this establishment contain lead, a chemical known to cause cancer, birth defects and other reproductive harm. Wash hands after handling the chips."

The Parties agree that the sample warning sign attached hereto as Exhibit B satisfies this requirement. This requirement shall not be construed to require that warnings be placed at or near every table at which gaming chips are used. In determining whether gaming chips present at their facilities meet the Reformulation Standard, the Cardroom Defendants may rely on written representations and other written information obtained from the suppliers of the gaming chips.

2.4.3 In addition to the method(s) of providing warning(s) in the manners specified in paragraph 2.4.2, each Cardroom Defendant may comply with the requirements of paragraph 2.4.2 by combining any warning sign with Proposition 65 warning signs it provides for other products, such as materials, food, beverages, and/or environmental conditions.

3. SETTLEMENT PAYMENTS

3.1 Settling Defendants shall jointly pay a total sum of \$575,000 allocated as provided herein. Of that amount, the portion allocable to settlement for Manufacturer Defendant is \$395,000, while the remaining \$180,000 represents the combined share of the Card Room Defendants. The total payment shall be paid and divided in the manner described in this section.

28

761073 03/LA

26

27

- **3.2 Penalty.** Settling Defendants shall pay the sum of \$20,000 as a civil penalty pursuant to Health and Safety Code \$25249.7. The penalty shall be made payable to CEH, who shall divide the payment in accordance with Health and Safety Code \$25249.12.
- 3.3 Payment in lieu of penalty. Settling Defendants shall pay the sum of \$172,500 as a payment in lieu of penalty. This payment shall be made payable to CEH and will be used by CEH to help fund CEH's lead and chemical exposure reduction programs.
- **3.4 Attorneys fees and costs.** Settling Defendants shall pay the sum of \$382,500 as reimbursement of a portion of CEH's reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to Settling Defendant's attention, litigating and negotiating a settlement in the public interest. This payment shall be made payable to Lexington Law Group, LLP.
- 3.5 Timing of payments. The payments required under this section shall be delivered to the address set forth in section 12 below within 30 days of entry of this Consent Judgment by the Superior Court.

4. MODIFICATION OF CONSENT JUDGMENT

- **4.1** This Consent Judgment may be modified as to any Settling Defendant by written agreement of CEH and such Settling Defendant, or upon motion of CEH or any Settling Defendant as provided by law.
- 4.2 Should any court enter a final judgment in a case brought by CEH or the People of the State of California involving gaming chips that sets forth standards defining when Proposition 65 warnings will or will not be required ("Alternative Standards"), the Manufacturer Defendant and Cardroom Defendants shall be entitled to seek a modification of this Consent Judgment on forty-five (45) days notice to CEH so as to be able to utilize and rely on such Alternative Standards in lieu of those set forth in section 2.2 of this Consent Judgment. CEH shall not unreasonably contest any proposed application to effectuate such a modification.

5. ENFORCEMENT OF CONSENT JUDGMENT

5.1 In the event CEH or a Settling Defendant believes in good faith that a Party is not in compliance with the terms of this Consent Judgment, CEH or the Settling Defendant shall

761073 03/LA

provide written notice to that Party, pursuant to Paragraph 12.1 below, setting forth its belief and the reasons therefore. The Party receiving such notice shall meet and confer with the noticing party within fifteen (15) days of receiving the written notice to attempt to address the concerns raised in the notice. If the Parties are unable to resolve the concerns raised in the notice within the fifteen (15) day period, CEH or Settling Defendants may, by motion or application for an order to show cause before the Superior Court of the County of Alameda, enforce the terms and conditions contained in this Consent Judgment. The terms of this Consent Judgment shall be enforced exclusively by the parties hereto. Should CEH or any Settling Defendant prevail on any motion or application under this section, CEH or such Settling Defendant shall be entitled to its reasonable attorneys' fees and costs associated with such motion or application. CEH may only seek enforcement regarding alleged violations of this Consent Judgment based on testing performed pursuant to Section 2.1.1 where such testing demonstrates Lead levels as follows: (1) where the testing is performed on a single Product, the testing must demonstrate Lead in excess of three times the Reformulation Standard; (2) where the testing is performed on between two and four of the Products, the testing must demonstrate Lead in excess of two times the Reformulation Standard for each of the Products tested; and (3) where the testing is performed on more than four of the Products, the testing must demonstrate Lead in excess of the Reformulation Standard for each of the Products tested.

6. APPLICATION OF CONSENT JUDGMENT

6.1 This Consent Judgment shall apply to and be binding upon the parties hereto, their divisions, subdivisions, parents, subsidiaries and affiliates, and the successors or assigns of any of them.

7. CLAIMS COVERED

7.1 This Consent Judgment is a full, final and binding resolution between CEH, acting on behalf of itself and the general public, and Settling Defendants, and their divisions, subdivisions, parents, subsidiaries and affiliates, of any violation of Proposition 65, Business & Professions Code sections 17200 et seq., or any other statutory or common law claims that have been or could have been asserted in the public interest or on behalf of the general public against

1

2

3

4

5

6

7

8

10

11

12

13

14

15

16

17

18

19

20

22

23

24

26

27

761073.03/LA

| Settling Defendants in the Complaint regarding the failure to warn about exposure to Lead arising |
|---|
| in connection with gaming chips manufactured, distributed, sold or used or offered for sale or use |
| by Settling Defendants, and is intended by the Parties to have preclusive effect with respect to: (i) |
| any violation of Proposition 65 alleged in the Complaint, or that could have been brought, |
| pursuant to the Notices or (ii) any other statutory or common law claim, to the fullest extent that |
| such claims arise out of the operative facts alleged in the Complaint or Notices, whether based on |
| actions committed by Settling Defendants, or by any other entity within the downstream chain of |
| distribution, including, but not limited to, wholesale or retail sellers or distributors. Compliance |
| with the terms of this Consent Judgment constitutes compliance with Proposition 65 for purposes |
| of Lead exposures from the Products. In further consideration of the promises and agreement |
| herein contained, and for the payments to be made pursuant to Section 3, CEH, on behalf of itself, |
| its past and current agents, representatives, attorneys, successor and/or assignees, and in the |
| interest of the general public ("CEH Releasors"), hereby waive all rights to institute or participate |
| in, directly or indirectly, any form of legal action arising under or derived from Proposition 65, |
| related to Settling Defendants' alleged failure to warn about exposures to gaming chips as set forth |
| in the Notices and the Complaint. Further, CEH Releasors release all claims, including, without |
| limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, obligations |
| (including, but not limited to, investigation fees, expert fees and attorney's fees) of any nature |
| whatsoever, ("Claims"), against each Settling Defendant, their divisions, subdivisions, parents, |
| subsidiaries and affiliates, and its and their respective officers, directors, attorneys, representatives |
| shareholders, agents and employees arising under or derived from Proposition 65, related to |
| Settling Defendants alleged failure to warn about exposures to gaming chips as set forth in the |
| Notices and the Complaint. This release does not limit or effect the obligations of any party |
| created under this Consent Judgment. |
| In furtherance of the foregoing, as to alleged exposures to lead from use of gaming chips, |
| CEH waives any and all rights and benefits which it now has, or in the future may have, conferred |

761073.03/LA

-9-

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT

CEH understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if CEH suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, gaming chips manufactured, distributed, sold or used or offered for sale or use by Settling Defendants, including but not limited to any exposure to, or failure to warn with respect to exposure to, the Products, CEH will not be able to make any claim for those damages against any Settling Defendant, or its divisions, subdivisions, parents, subsidiaries and affiliates. Nothing in this Paragraph shall be read to limit the obligations of any Settling Defendant as set forth under this Consent Judgment.

7.2 Each Settling Defendant waives all rights to institute any form of legal action against Plaintiff, or its attorneys or representatives, for all actions taken or statements made by Plaintiff or its attorneys or representatives, in the course of investigating and/or seeking enforcement of Proposition 65, against them in this matter with respect to the Product.

8. SEVERABILITY

8.1 In the event that any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

9. SPECIFIC PERFORMANCE

WITH THE DEBTOR.

9.1 The parties expressly recognize that Settling Defendants' obligations under this Consent Judgment are unique. In the event that any Settling Defendant is found to be in breach of this Consent Judgment for failure to comply with the provisions of Section 2 hereof, the Parties agree that it would be extremely impracticable to measure the resulting damages and that such breach would cause irreparable damage. Accordingly, CEH, in addition to any other available

LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP

| 1 | rights or reme | dies, may sue in equity for specific performance, and Settling Defendants expressly |
|----|-----------------|--|
| 2 | waive the defe | ense that a remedy in damages will be adequate. |
| 3 | 10. GOVER | NING LAW |
| 4 | 10.1 | The terms of this Consent Judgment shall be governed by the laws of the State of |
| 5 | California. | |
| 6 | 11. RETENT | TION OF JURISDICTION |
| 7 | 11.1 | This Court shall retain jurisdiction of this matter to implement and enforce the |
| 8 | terms this Cor | nsent Judgment. |
| 9 | 12. PROVIS | ION OF NOTICE |
| 10 | 12.1 | All notices required pursuant to this Consent Judgment and correspondence shall be |
| 11 | sent to the fol | lowing: |
| 12 | For CEH: | |
| 13 | | Mark N. Todzo |
| 14 | | Lexington Law Group, LLP 1627 Irving Street |
| 15 | | San Francisco, CA 94122 |
| 16 | For Manufact | urer Defendant: |
| 17 | | John J. Allen Allen Matkins Leck Gamble Mallory & Natsis, LLP |
| 18 | | 515 South Figueroa Street, 9 th Floor |
| 19 | | Los Angeles, CA 90071-3398 |
| 20 | For Cardroom | Defendants: |
| 21 | | John J. Allen |
| 22 | | Allen Matkins Leck Gamble Mallory & Natsis, LLP 515 South Figueroa Street, 9 th Floor |
| 23 | | Los Angeles, CA 90071-3398 |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |
| | | |

761073.03/LA

-11-

| 1 | 13. COURT | APPROVAL |
|----|----------------|--|
| 2 | 13.1 | This Consent Judgment shall become effective thirty (30) calendar days after entry |
| 3 | by the Court (| (the "Effective Date"). |
| 4 | 13.2 | If this Consent Judgment is not approved by the Court, it shall be of no further |
| 5 | force or effec | t. |
| 6 | 14. EXECUT | ΓΙΟΝ AND COUNTERPARTS |
| 7 | 14.1 | The stipulations to this Consent Judgment may be executed in counterparts and by |
| 8 | means of facs | simile, which taken together shall be deemed to constitute one document. |
| 9 | 15. AUTHO | RIZATION |
| 10 | 15.1 | Each signatory to this Consent Judgment certifies that he or she is fully authorized |
| 11 | by the party h | e or she represents to stipulate to this Consent Judgment and to enter into and |
| 12 | execute the C | onsent Judgment on behalf of the party represented and legally bind that party. The |
| 13 | undersigned h | have read, understand and agree to all of the terms and conditions of this Consent |
| 14 | Judgment. Ex | xcept as explicitly provided herein, each party is to bear its own fees and costs. |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |

761073.03/LA

-12-

| 1 | AGREED TO: | | |
|---------------------------------------|--|-------------|-----------------|
| 2 | CENTER FOR ENVIRONMENTAL HEALTH | | |
| 3 | Math | | 4/25/08 |
| 4 | Michael Green | Dated: | // ~3/08 |
| 5 | GAMING PARTNERS INTERNATIONAL USA, INC | Dated: | |
| 6 | | · | |
| 7 | Printed Name | | |
| 8 | Title | | |
| 9 | CALIFORNIA COMMERCE CLUB, INC. | Dated: | |
| 10 | · | | |
| 11 | Printed Name Title | | |
| 12 | Title | | |
| 13 | CAMEO CLUB | Dated: | |
| 14 | | | |
| 15 | Printed Name Title | | |
| 16 | Title | | |
| 17 | CAPITOL CASINO | Dated: | |
| 18 | | | |
| 19 | D.:1M | | |
| 20 | Printed Name Title | | |
| 21 | CACINA BOWED OF THE | D. (-1 | |
| 22 | CASINO POKER CLUB | Dated: | |
| 23 | · | | |
| 24 | Printed Name | | |
| 25 | Title | | |
| 26 | CASINO REAL | Dated: | |
| 27 | | | |
| 28 | | | |
| LAW OFFICES Allen Matkins Leck Gamble | Printed Name | | |
| Mallory & Natsis LLP | 761073,03/LA | S.C. Case N | lo. RG 07336796 |

| | ∮ . | 7 |
|--|--------------------------------------|---|
| 1 | AGREED TO: | · · |
| 2 | CENTER FOR ENVIRONMENTAL HEA | LTĤ |
| , 3 | H. C. | |
| · | | Dated: |
| 5 | Michael Green | |
| 6 | GAMING PARTNERS INTERNATIONAL | USA, INC. Dated: May 26, 200 |
| * | august. Charlie | |
| 7 | Printed Name PRESIDENT & CEO | eutere. |
| -8 | Title | · |
| و. ` | CALIFORNIA COMMERCE CLUB, INC | . Dated: |
| 10 | | |
| 11 | Printed Name | ga turri dan |
| 12 | Title | |
| D- ii | CAMEO CLUB | Dated: |
| | | |
| 14 | | · |
| 15 | Printed Name Title | et e e |
| 16 | | |
| 17 | CAPITOL CASINO | Dated |
| 18 | | |
| 19 | | · |
| 20 | Printed Name Title | |
| 21 | | |
| 22 | CASINO POKER CLUB | Dated: |
| | | |
| 23 | | <u> </u> |
| 24 | Printed Name Title | $(\mathbf{r}_{i}, \mathbf{r}_{i}) = \mathbf{r}_{i}$ |
| -25 | | |
| 26 | CASINO REAL | Dated: |
| 27 | | |
| 28 | | yan ing tanggan kalanggan kalanggan kalanggan kalanggan kalanggan kalanggan kalanggan kalanggan kalanggan kala Banggan kalanggan ka |
| Tale Applicate | Printed Name | (300 - 100 |
| Mothins Lock Gamble Hory & Naisls LLP | 761073,03/LA [PROPOSED] CONSENT JUDG | .13- |

j.

| | 1 | AGREED TO: | | |
|---|-------------|--|-----------|-----------------|
| • . | 2 | CENTER FOR ENVIRONMENTAL HEALTH | | |
| | . 3 | | | |
| • | 4 | | Dated: | |
| | 5 | Michael Green | | |
| | 6 | GAMING PARTNERS INTERNATIONAL USA, INC | , Dated: | |
| | 7 | | , | |
| - | 8 | Printed Name Title | | 18.00 |
| | 9 | CALIFORNIA COMMERCE CLUB, INC. | Dated: | 5-18-08 |
| • • | 10 | Miller | • | · |
| | 11 | Printed Name Title | | |
| | 12 | 1110 | | • |
| | 13 | CAMEO CLUB | Dated: | |
| | 14 | | - | |
| • | 15 | Printed Name Title | | |
| | 16 | Title | | ÷ |
| | 17 | CAPITOL CASINO | Dated: | |
| | 18 | | | |
| | 19 | Printed Name | | |
| | 20 | Title | | |
| | 21 | CASINO POKER CLUB | Dated: | |
| | 22 | CABITO I ORDIC CHOR | Darou. | |
| | 23 | · | | |
| | 24 | Printed Name Title | | |
| | 25 | 4440 | | |
| | 26 | CASINO REAL | Dated: | |
| | 27 | | | |
| | 28 | Printed Name | | |
| ł Alv GPPICES Ulan Malkins Lucis G Muliory & Natala L | umbiy LP | .13. | | • |
| • | | [PROPOSED] CONSENT JUDGMENT - A.C.S | C. Case 1 | Vo. RG 07336796 |

| 1 | AGREED TO: | | |
|--|--|------------------|---------------------------------------|
| 2 | CENTER FOR ENVIRONMENTAL HEALTH | | |
| . 3 | | | • |
| 4 | | _ Dated: | |
| . 5 | Michael Green | | |
| 6 | GAMING PARTNERS INTERNATIONAL USA | , INC. Dated: | |
| 7 | | | |
| 8 | Printed Name Title | | |
| 9 | CALIFORNIA COMMERCE CLUB, INC. | Dated: | · |
| 10 | 0.121 | • | |
| 11 | Printed Name | - | |
| 12 | Title | · | |
| 13 | CAMEO CLUB Abyller | Dated: | 5-9-08 |
| 14 | Al 10 D | 1 | |
| 15 | CAMEO CLUB Chyffices Mr.15 J. Ray- Designated, Printed Name Title | Agent | |
| 16 | Title | | |
| 17 | CAPITOL CASINO | Dated: | |
| 18 | | | |
| 19 | Printed Name | | - |
| 20 | Title | | |
| 21 | CACINIO DOLLED OF TID | Dated: | |
| 22 | CASINO POKER CLUB | Daice. | <u></u> |
| 23 | | | |
| 24 | Printed Name | _ | |
| 25 | Title | | |
| 26 | CASINO REAL | Dated: | · · · · · · · · · · · · · · · · · · · |
| 27 | | | |
| . 28 | | _ | |
| LAW OFFICES Alien Matkins Leck Gamble Mallory & Natsis LLP | Printed Name | | |
| Maltory & Natsis LLP | 761073.03/LA | - A C S C Case N | In RG 07336796 |

| - 1 | | |
|---------------|--|----------------------------|
| 1 | AGREED TO: | |
| 2 | CENTER FOR ENVIRONMENTAL HEALTH | • |
| 3 | • | |
| 4 | | Dated: |
| 5 | Michael Groen | |
| 6 | GAMING PARTNERS INTERNATIONAL USA, IN | C. Dated: |
| 7 | Printed Name | |
| 8 | Title | |
| 9 | CALIFORNIA COMMERCE CLUB , INC. | Dated: |
| 10 | | |
| 11 | Printed Name Title | |
| 12 | THE | • |
| 13 | CAMEO CLUB | Dated: |
| 14 | | • |
| 15 | Printed Name | |
| 16 | Title | 1 -1 - |
| 17 | CAPITOL CASINO | Dated: 5/15/08 |
| 18 | . 000 | |
| 19 | Clarke Rosa Prasident Oale Printed Name | Cora |
| 20 | Title | |
| 21 | CASINO POKER CLUB | Dated: |
| 22 | CABINO FORER CEOD | |
| 23 | | |
| 24 | Printed Name | |
| 25 | Title | |
| 26 | CASINO REAL | Dated: |
| 27 | | |
| 28 | | |
| | Printed Name | |
| Gamble LLP | 761073.03/LA - [PROPOSED] CONSENT JUDGMENT - A | OS C Care No. P.G 07134704 |

LAW OFFICES
Alten Matkins Lock Gambio
Mailory & Natels LLP

€.q

| AGREED TO: CENTER FOR ENVIRONMENTAL HEALTH Dated: Michael Green GAMING PARTNERS INTERNATIONAL USA, INC. Dated: Printed Name Title Printed Name Title CALIFORNIA COMMERCE CLUB, INC. Dated: CAMEO CLUB Dated: CAPITOL CASINO Dated: CAPITOL CASINO Dated: CAPITOL CASINO Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: CASINO REAL Dated: Printed Name Title Title CASINO REAL Dated: Printed Name Title Title CASINO REAL Dated: Printed Name Title Title Title CASINO REAL Dated: Printed Name Title Title Title CASINO REAL Dated: Printed Name Title Title Title Title CASINO REAL Dated: Printed Name Title | | • | | • |
|--|---------------------------|--|------------|---------------|
| Michael Green GAMING PARTNERS INTERNATIONAL USA, INC. Dated: | 1 | AGREED TO: | | |
| Michael Green GAMING PARTNERS INTERNATIONAL USA, INC. Dated: Printed Name Title 9 CALIFORNIA COMMERCE CLUB, INC. Dated: Printed Name Title 10 CAMEO CLUB Dated: 11 Printed Name Title 12 CAPITOL CASINO Dated: 14 Dated: 15 Printed Name Title 16 CAPITOL CASINO Dated: 18 Dated: 21 CASINO POKER CLUB Dated: 22 Dated: 23 THE PLAN HARREIS, PRESIDENT Printed Name Title 24 Printed Name Title 25 CASINO REAL Dated: 27 Dated: 28 Printed Name Title 29 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 23 Dated: 24 Printed Name Title 25 Dated: 26 CASINO REAL Dated: 27 Dated: 28 Printed Name Title 29 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 23 Dated: 24 Dated: 25 Dated: 26 Dated: 27 Dated: 28 Printed Name Title 29 Dated: 20 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 23 Dated: 24 Dated: 25 Dated: 26 Dated: 27 Dated: 28 Printed Name Title 29 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 23 Dated: 24 Dated: 25 Dated: 26 Dated: 27 Dated: 27 Dated: 28 Dated: 29 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 23 Dated: 24 Dated: 25 Dated: 26 Dated: 27 Dated: 28 Dated: 29 Dated: 20 Dated: 20 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 25 Dated: 26 Dated: 27 Dated: 28 Dated: 29 Dated: 20 Dated: 20 Dated: 20 Dated: 20 Dated: 20 Dated: 21 Dated: 22 Dated: 23 Dated: 24 Dated: 25 Dated: 26 Dated: 27 Dated: 28 Dated: | 2 | CENTER FOR ENVIRONMENTAL HEALTH | | |
| Michael Green GAMING PARTNERS INTERNATIONAL USA, INC. Dated: Printed Name Title CALIFORNIA COMMERCE CLUB, INC. Printed Name Title CAMEO CLUB Dated: Printed Name Title CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: Printed Name Title AMERICAL Dated: Printed Name Title | . 3 | | | |
| GAMING PARTNERS INTERNATIONAL USA, INC. Dated: Printed Name Title CALIFORNIA COMMERCE CLUB, INC. Dated: Printed Name Title CAMEO CLUB Dated: Printed Name Title CAPITOL CASINO Dated: CAPITOL CASINO Dated: CASINO POKER CLUB Dated: Printed Name Title CASINO REAL Dated: | 4 | | Dated: | |
| Printed Name Title Printed Name Title CALIFORNIA COMMERCE CLUB, INC. Dated: | 5 | • | _ | |
| Printed Name Title CALIFORNIA COMMERCE CLUB, INC. Dated: Printed Name Title CAMEO CLUB Dated: Printed Name Title CAPITOL CASINO Dated: CAPITOL CASINO Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: Dated: Dated: Printed Name Title CASINO POKER CLUB Dated: Dated: | 6 | GAMING PARTNERS INTERNATIONAL USA, INC | . Dated: _ | |
| Title CALIFORNIA COMMERCE CLUB, INC. Dated: Printed Name Title CAMEO CLUB Printed Name Title CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: SAND POKER CLUB Dated: CASINO POKER CLUB Dated: Dated: Dated: Dated: Dated: Printed Name Title CASINO POKER CLUB Dated: D | 7 | | | |
| 10 | . 8 | | | |
| Printed Name Title CAMEO CLUB Dated: Printed Name Title CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: Dated: Printed Name Title CASINO POKER CLUB Dated: Printed Name Title CASINO POKER CLUB Dated: Printed Name Title CASINO POKER CLUB Dated: Printed Name Title | 9 | CALIFORNIA COMMERCE CLUB, INC. | Dated: _ | |
| Printed Name Title CAMEO CLUB Dated: Printed Name Title CAPITOL CASINO Dated: Printed Name Title CAPITOL CASINO Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: Printed Name Title CASINO POKER CLUB Dated: Printed Name Title CASINO REAL Dated: Printed Name Title Printed Name Title CASINO REAL Dated: Printed Name Title Printed Name Title Title Title Printed Name Title Allen Maskier Leve Sembles Printed Name Title Printed Name Title | 10 | | | |
| 12 | 11 | Printed Name | | |
| Printed Name Title CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: SINO POKER CLUB Dated: LAW OFFICES Alian Markins Left Community LAW OFFICES Alian Markins Left Community Printed Name Title Title Printed Name Title Title Printed Name Title Printed Name Title Printed Name Title | 12 | | | |
| Printed Name Title CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: Printed Name Title CASINO REAL Dated: Printed Name Title CASINO REAL Dated: Printed Name Title Printed Name Title CASINO REAL Dated: Printed Name Title CASINO REAL Dated: Printed Name Allum Makiris Leek Gamble Mallory & Nation Lubble Mallory & Nation Lubble Mallory & Nation Lubble Table Casino Real Printed Name | 13 | CAMEO CLUB | Dated: _ | |
| Title CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: 5/8/8 CASINO POKER CLUB Dated: 5/8/8 CASINO POKER CLUB Dated: 5/8/8 Printed Name Title CASINO REAL Dated: 5/8/8 Printed Name Title CASINO REAL Dated: 5/8/8 Printed Name Title 15/8/8 Printed Name Title 15/8/8 Printed Name Title 15/8/8 Printed Name Title | 14 | · | | |
| CAPITOL CASINO Dated: Printed Name Title CASINO POKER CLUB Dated: CASINO POKER CLUB Dated: TIETA NA HARRIS, PRESIDENT Printed Name Title CASINO REAL Dated: Printed Name Title Printed Name Title Printed Name Title Allem Makins Levi Gambio | . 15 | | | |
| Printed Name Title CASINO POKER CLUB Dated: 5/8/08 TLETANA HARRIS, PRESIDENT Printed Name Title CASINO REAL Dated: 5/8/08 Printed Name Title Dated: 5/8/08 Printed Name Title Dated: 5/8/08 1 | 16 | Titte | | |
| Printed Name Title CASINO POKER CLUB Dated: | 17 | CAPITOL CASINO | Dated: | |
| Printed Name Title CASINO POKER CLUB Dated: 5/8/58 CASINO POKER CLUB Dated: 5/8/58 TIET NA HARRIS, PRESIDENT Printed Name Title CASINO REAL Dated: | 18 | | | |
| Title CASINO POKER CLUB Dated: 5/8/58 CASINO POKER CLUB Dated: 5/8/58 LETA NA HARRIS, PRESIDENT Printed Name Title CASINO REAL Dated: | 19 | | | |
| CASINO POKER CLUB Dated: 5/8/08 LAW OFFICES Alien Markins Leck Gamble Mailory & Natsis LLP Alien Markins Leck Gamble Mailory & Natsis LLP Alien Markins Leck Gamble Mailory & Natsis LLP Tolora 93/1 A Tolora 93/1 A Dated: | 20 | | | |
| 22 23 ILEANA HARRIS, PRESIDENT Printed Name Title 25 CASINO REAL Dated: Printed Name Allen Matkins Leck Gamble Mallory & Natsis LLP 761073 03// A 761073 03// A | 21 | CACINO BOVED CLUB | Dotade | 5/1/2 |
| 24 Printed Name Title 25 CASINO REAL Dated: Printed Name Allen Matkins Leck Gamble Mailory & Natsis LLP 761073 03/I A | 22 | CASINO PORER CLUB | Dated. | 1000 |
| 24 Printed Name Title 25 26 CASINO REAL Dated: 27 28 Printed Name Printed Name -13- | 23 | TIONIA HADDIG PAZZINDIT | | |
| 25 26 CASINO REAL Dated: 27 28 Printed Name Allen Matkins Leck Gamble Mailory & Natsis LLP 761073 03// A | 24 | Printed Name | | |
| 27 28 Printed Name Allen Matkins Leck Gamble Mailory & Natsis LLP 761073 03/J. A | 25 | 11tte | | |
| LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP 761073 03/J. A | 26 | CASINO REAL | Dated: | |
| LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP | 27 | | | |
| LAW OFFICES Alien Matkins Leck Gamble Mallory & Natsis LLP 761073 03/LA | 28 | | | |
| Allen Matkins Leck Gamble Mailory & Natsis LLP | LAW OFFICES | Printed Name | | |
| | Allen Matkins Leck Gamble | 761073 03/I A | C Coco N | D DC 07134704 |

| . 1 | AGREED TO: | | |
|--|--|---------------|----------------|
| . 2 | CENTER FOR ENVIRONMENTAL HEALTH | | |
| . 3 | · | | |
| 4 | | Dated: | |
| 5 | Michael Green | | |
| 6 | GAMING PARTNERS INTERNATIONAL USA, IN | C. Dated: | |
| 7 | | | |
| 8 | Printed Name Title | | |
| .9 | CALIFORNIA COMMERCE CLUB , INC. | Dated: | : |
| 10 | | | |
| . 11 | Printed Name | | |
| 12 | Title | | |
| 13 | CAMEO CLUB | Dated: | |
| 14 | · | | |
| 15 | Printed Name Title | | |
| 16 | 11116 | | |
| 17 | CAPITOL CASINO | Dated: | |
| . 18 | | | |
| 19 | | | |
| 20 | Printed Name Title | | |
| 21 | | | |
| 22 | CASINO POKER CLUB | Dated: | |
| 23 | · | | |
| 24 | Printed Name O O Mar 5 1 1) | | · |
| 25 | Printed Name Dennis Williams Title General Managur | | |
| . 26 | CASINO REAL | Dated: | 5-14-08 |
| 27 | 100 | • | |
| 28 | | | |
| LAW OFFICES | Printed Name | | |
| en Matkins Leck Gambie Maliory & Natels LLP | -13- [PROPOSED] CONSENT JUDGMENT - A.C | SC Case N | o P.G 07336706 |
| | [KOTOGED] COMBENT JODOWENT - A.C | .b.C. Case IV | V. NO 07330790 |

Club One

| | 1 | Title CLUB ONE CASINO, INC. | Dated: | 5-20.08 |
|---|-----------|--|-------------|----------------|
| | 2 | CLUB ONE CASINO, INC. | | • |
| | 3 | (2) Inhlam | | |
| • | 4 | Printed Name Kyla R. Kirk lary Title Cresident | | |
| | 5 | THE 500 CLUB | Dated: | |
| | 6 | THE 500 CLOB | | |
| | 7 | Printed Name | . ' | • |
| | 8 | Printed Name Title | | |
| | 9 | TODAL COMMENT ASSOCIATION ID dhe | Dated: | |
|] | ιο | KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO | Duitou | |
| | 11 | | | |
|] | 12 | Printed Name | | • |
| | 13 | Title | | |
| · · | 14 | | | |
| | 15 | HUSTLER CASINO | Dated: _ | |
| | 16 | | , | • |
| | 17 | D: 4. JNY | | • |
| | 18 | Printed Name Title | | |
| | 19 | | | |
| • | 20 | ALBERT CIANFICHI dba KELLY'S | Dated: | • |
| | 21 | ALBERT CIARTICITI dua REBUT 5 | | - |
| | 22 | | | |
| | 23 | Printed Name Title | • | |
| | 24 | THE | | |
| | 25 | WALDEMAR DREHER dba LAKE BOWL CARDROOM | Dated: | |
| • | 26 | CARDROOM | | |
| | 27 | Printed Name | | • |
| | 28 | Title | | |
| LAW OFFICES Allen Matkins Leck Go Mallory & Natsis LL | mble P | -14- | | |
| | | 761073.03/LA [PROPOSED] CONSENT JUDGMENT - A.C | S.C. Case N | o. RG 07336796 |

| | • | • |
|--|---|-------------------------------|
| | Title CLUB ONE CASINO, INC. | Dated: |
| : | 2 | Dated: |
| 3 | 3 | |
| | Printed Name Title | |
| | THE 500 CLUB | Dated: <u>5-12-08</u> |
| <u> </u> | Printed Name | |
| ` 8 | | |
| 10 | KERN COUNTY ASSOCIATION, LP, dba | Dated: |
| 11 | | |
| 12 | Title | , |
| 13 | | |
| 14 | | |
| 15 | · | Dated: |
| 16 | | |
| 17 18 | Printed Name | |
| 19 | | |
| 20 | | |
| 21 | ALBERT CIANFICHI dba KELLY'S | Dated: |
| 22 | | |
| 23 | Printed Name | |
| 24 | Title | • |
| 2,5 | WALDEMAR DREHER dba LAKE BOWL CARDROOM | Dated: |
| 26 | CARDROOM | |
| 27 | Printed Name | |
| 28 | Title | |
| LAW DIF DES Allen Matkins Leck Gambio Mallory & Natsis LLP | 761073.037LA | A.C.S.C. Case No. RG 07336796 |

| | | • |
|--|--|---------------------------|
| I | Title CLUB ONE CASINO, INC. | Dated: |
| 2 | • | |
| 3 | | |
| 4 | Printed Name | |
| 5 | Title | Dated: |
| 6 | THE 500 CLUB | Dateu. |
| 7 | | |
| 8 | Printed Name Title | |
| 9 | KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO | Dated: Noy 12, 208 |
| 10 | GOLDEN WEST CASINO | , |
| 11 | March . | |
| . 12 | Printed Name CARMON A. MORINELLO Title PROIDINT, GOLDON WEST PARTNERS, INC. G. P. | |
| 13 | THE TECTORY GELDEN WAS THEIR GIRS, THE | |
| 14 | | |
| . 15 | HUSTLER CASINO | Dated: |
| 16 | | |
| 17 | D J. N | |
| 18 | Printed Name Title | |
| 19 | | |
| . 20 | LA DOOR CLANISCOTT HANDELT VIC | Dated: |
| 21 | ALBERT CIANFICHI dba KELLY'S | Datou. |
| . 22 | | |
| 23 | Printed Name | |
| 24 | Title | |
| 25 | WALDEMAR DREHER dba LAKE BOWL | Dated: |
| 26 | CARDROOM | |
| 27 | D.I. de J.M. | |
| 28 | Printed Name Title | |
| taw offices Allen Maikins Leck Gamble Mallory & Kaisis LLP | -14- | · |
| | 761073,03/LA CONCEDI CONSENIZ HIDGMENIZ A C | S.C. Case No. RG 07336706 |

| • | | |
|--|---|-------------------------------|
| 1 | Title CLUB ONE CASINO, INC. | Dated: |
| 2 | | |
| 4 | Printed Name Title | · |
| 5 6 | THE 500 CLUB | Dated: |
| 7 | Printed Name Title | |
| 9 | KERN COUNTY ASSOCIATION, LP, dba | Dated: |
| 10 11 | GOLDEN WEST CASINO | |
| 12 | Printed Name Title | |
| 13 | · | |
| 14 15 | El Donado Entengrisàs, Inc d/b/A HUSTLER CASINO | Dated: 5/09/08 |
| 16 | 2/ // /2/2 | |
| 17 | Printed Name THOMP HE CANNY Title EVP & GENERAL MANAGER | |
| 19 | | |
| 20 | ALBERT CIANFICHI dba KELLY'S | Dated: |
| 22 | | |
| 23 24 | Printed Name Title | |
| 25 | WALDEMAR DREHER dba LAKE BOWL CARDROOM | Dated: |
| . 26 27 | | |
| 28 | Printed Name Title | • |
| LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP | 761073.03/LA [PROPOSED] CONSENT JUDGMENT | A.C.S.C. Case No. RG 07336796 |

| 1 | Title CLUB ONE CASINO, INC. | Dated: | |
|--|--|---------|----------------|
| 2 | | | |
| 4 | Printed Name Title | | |
| 5 | THE 500 CLUB | Dated: | |
| 6 7 | | | |
| 8 | Printed Name Title | | |
| 9 10 | KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO | Dated: | · |
| . 11 | | | |
| 12 | Printed Name Title | | |
| . 14 | | | |
| 15 | HUSTLER CASINO | Dated: | · |
| 16 | | | |
| 17 18 | Printed Name Title | | |
| 19 | THO | | |
| 20 | ALBERT CIANFICHI dba KELLY'S | Dated: | MAY 12,2008 |
| 21 | 200 | | |
| 22 | Printed Name A. R. C. ANFICH | | |
| 24 | Title OWNER | | |
| 25 | WALDEMAR DREHER dba LAKE BOWL CARDROOM | Dated: | |
| 26 27 | | | |
| 28 | Printed Name Title | | |
| LAW OFFICES Allen Matkins Leck Gamble Mailory & Natsis LLP | 761073.03/LA - IPP OPOSEDI CONSENT HID GMENT A | CSC Com | In DC 07226706 |

| 1 | Title | Dated: |
|--|--|-----------------------------|
| 2 | CLUB ONE CASINO, INC. | |
| 3 | | |
| 4 | Printed Name | |
| 5 | Title | |
| 6 | THE 500 CLUB | Dated: |
| 7 | | |
| 8 | Printed Name Title | |
| 9 | KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO | Dated: |
| 11 | | |
| • | Printed Name | |
| 13 | Title | |
| 14 | · | |
| | HUSTLER CASINO | Dated: |
| 16 | | |
| 17 | | |
| 18 | Printed Name | |
| 19 | | |
| 20 | | |
| .21 | ALBERT CIANFICHI dba KELLY'S | Dated: |
| 22 | | |
| 23 | | |
| | Title | |
| 24 | TAKE BOWN | Dated: 05.21.08 |
| 25 | CARDROOM | |
| . 20 | | Tuho- |
| 2 | Printed Name | |
| 21 | Title Ocon e | |
| LAW OFFICES Allen Matkins Leck Gamb Mailory & Natsis LLP | 761073.03/LA [PROPOSED] CONSENT JUDGMENT - A. | C.S.C. Case No. RG 07336796 |

p.1

The Limelight

| 55.0.0 14 | 08 | 04;40 |
|------------------|----|-------|
| | - | |
| | | |
| | | • |

| | | | . | حر دیر |
|---|---|-------------|--------------|----------|
| 1 | MATT MIKACICH dba LIMELIGHT CARDROOM | Dated: | 5-13-0 | <u>8</u> |
| 2 | CARDROOM | | | |
| 3 | Stymett Whoush | · · · | • | |
| 4 | Printed Name PETER MATT MIKACICH | | | |
| 5 | TitlePOINT-WALKER, INC. dba LUCKY DE | ERBY Dated: | - | |
| 6 | CASINO | | 4. | • |
| 7 | 7 1 NI | | | |
| 8 | Printed Name Title | | | |
| 9 | | | | |
| 10 | THE NINETEENTH HOLE GENERAL PAR | ENERSHIP] | Dated: | ·-·- |
| 11 | | | , | |
| 12 | Printed Name | | | |
| 13 | Title | · | • | |
| 14 | | | | |
| 15 | OCEAN VIEW CARD ROOM | Dated: | | |
| 16 | | | · | • |
| 17 | | | | , |
| 18 | Printed Name Title | | | ٠. |
| . 19 | | ٠. | | |
| 20 | · | | • | |
| 21 | • | | | |
| 22 | | | | |
| 23 | | | | , |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | • , |
| 28 | | | | • |
| - 1 | 1 | | | • |
| FFICES Leck Gamble Natols LLP | ' | | | |

| . 1 | MATT MIKACICH dba LIMELIGHT CARDROOM | Dated: |
|---------------------------------------|---|--------------------------|
| 2 | 2 | |
| 3 | Printed Name | |
| 5 | CASINO | Dated: 5-15-08 |
| 6 | 6' | · |
| 7 | | |
| 8 | Printed Name KEVIN Schaglt Z Title GENERAL MARAGER | |
| 9 | THE NINETEENTH HOLE GENERAL PARTNERS | HIP Dated: |
| 11 | | |
| 12 | | |
| . 13 | Title | |
| 14 | | |
| 15 | | Dated: |
| 16 | · | |
| 17- | | |
| 18 | Printed Name | |
| 19 | · | |
| 20 | · | |
| 20 | | |
| | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |
| LAW OFFICES Allen Matkins Leck Gamble | | |
| Mallory & Natsis LLP | 761073.03/LA -15- [PROPOSED] CONSENT JUDGMENT - A.C.S | .C. Case No. RG 07336796 |

| | | Dated: |
|---|--|---------------------------------------|
| | | |
| | and the second s | |
| 3 | Printed Name | |
| 4 | ii | |
| 5 | TitlePOINT-WALKER, INC. dba LUCKY DERBY | Dated: |
| | CASINO | • |
| 6 | | |
| 7 | | |
| 8 | Printed Name Title | • |
| | · | |
| 9 | THE NINETEENTH HOLE GENERAL PARTNERSH | IP Dated: 5-15-09 |
| 10 | | · · · · · · · · · · · · · · · · · · · |
| 11 | 1 | • |
| 12 | Partied Name | |
| | Title PANTUEN | · |
| 13 | | • |
| 14 | | • |
| 15 | OCEAN VIEW CARD ROOM | Dated: |
| | | |
| 16 | | |
| 17 | Printed Name | • |
| 18 | Title | • |
| 19 | | |
| | | |
| . 20 | | |
| 21 | · | |
| 22 | | |
| | | |
| 23 | | |
| 24 | | |
| 25 | · | |
| 26 | | • |
| | | |
| 27 | · · | • |
| · 28 | | · , |
| LAW OFFICES o Maiking I ack Gamble | | |
| n Malkins Leck Gamble Mallory & Natsis LLP | 761073,03/LA -15- | |

8314236006

| MATT MIKACICH dba LIMELIGHT CARDROOM Printed Name TitlePOINT-WALKER, INC. dba LUCKY DERBY Printed Name Title THE NINETEENTH HOLE GENERAL PARTNERSHIP Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/45/07 Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/45/07 Dated: 5/45/07 Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/45/07 Printed Name Title OUNCA Printed Name Title OUNCA Printed Name Printed Name Title OUNCA Printed Name PROPOSED] CONSENT JUDGMENT - A.C.S.C. Case No. KG 077336796 | · | l |
|--|-------------|--|
| Printed Name TitlePOINT-WALKER, INC. dba LUCKY DERBY CASINO Printed Name Title THE NINETEENTH HOLE GENERAL PARTNERSHIP Printed Name Title Printed Name Title OCEAN VIEW CARD ROOM Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/15/07 Printed Name Title OWNER DWNER DWNER DOWNER D | 1 | MATT MIKACICH dba LIMELIGHT Dated: |
| TitlePOINT-WALKER, INC. dba LUCKY DERBY Dated: CASINO Frinted Name Title THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: Printed Name Title Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/AS/OP Printed Name Title OWNER OWNER All Dated: 5/AS/OP Printed Name Title OWNER 19 20 21 22 23 24 25 26 27 28 All Marriagy Al-Marketin Bullets Dated: 5/AS/OP 15-15-16 Dated: 5/AS/OP | 2 | CARDICOLVI |
| TitlePOINT-WALKER, INC. dba LUCKY DERBY Dated: CASINO Frinted Name Title THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: Printed Name Title Printed Name Title OCEAN VIEW CARD ROOM Dated: Printed Name VER VNICA CHOHRACH CWWEA 20 21 22 23 24 25 26 27 28 28 29 20 21 22 23 24 25 26 27 28 28 29 20 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 21 22 23 24 25 26 27 28 28 29 20 20 21 20 20 21 20 20 21 21 | | Printed Name |
| Printed Name Title THE NINETEENTH HOLE GENERAL PARTNERSHIP Printed Name Title Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/15/08 Printed Name Title Divided Name Title OWNER Dated: 5/15/08 Annual Contentions Dated: 5/15/08 Printed Name Title Divided Name Title OWNER 20 21 22 23 24 25 26 27 28 Manual Contentions 28 Annual Contentions 29 20 21 22 23 24 25 26 27 28 Annual Contentions 20 21 22 23 24 25 26 27 28 Annual Contentions 21 28 Annual Contentions 20 21 22 23 24 25 26 27 28 Annual Contentions 21 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 Annual Contentions 21 21 22 23 24 25 26 27 28 | 5 | |
| Printed Name Title THE NINETEENTH HOLE GENERAL PARTNERSHIP Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/15/08 Printed Name Title OWNER All Dated: 5/15/08 Dated: 5/15/08 Dated: 5/15/08 Dated: 5/15/08 Printed Name Title OWNER Dated: 5/15/08 Printed Name Title OWNER | | |
| THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/AS/OF Printed Name Title DOUGHN VIEW CARD ROOM Dated: 5/AS/OF Dated: 5/AS/OF All Maria Printed Name Title DWNER All Maria Printed Room Dated: 5/AS/OF All Maria Printed Name Dated: 5/AS/OF Da | | |
| Printed Name Title DOCEAN VIEW CARD ROOM Dated: 5/15/08 DOCEAN VIEW CARD ROOM Dated: 5/15/08 Printed Name Printed Name Printed Name Printed Name OWNER All 19 DATES All 19 DATES All 19 All 19 | | |
| Printed Name Title OCEAN VIEW CARD ROOM Dated: 5/15/08 Printed Name VERDNICA CHOHRACH Title OWNER Allen Mandors Leek Gembles Allen Mandors Leek Gembles Mandors Leek Gembles Mandors Leek Gembles Allen Mandors Leek Gembles Mandors Leek Gembles Mandors Leek Gembles Allen Mandors Leek Gembles Mandors Leek Gembles Allen Mandors Leek | 10 | |
| Title 13 14 15 OCEAN VIEW CARD ROOM Dated: 5/15/08 Printed Name VER DNICA CHOHRACH 19 20 21 22 23 24 25 26 27 28 LAN GERGES Alley Mandally Leve Gumbla Malloy & Natial LLW Alley Mandally Leve Gumbla Malloy & Natial LLW 115- | 11 | |
| OCEAN VIEW CARD ROOM Dated: 5/15/08 Printed Name VER DNICA CHOHRACH Title DWNER LAW GERGES Allan Manloy & Cok Camba Manloy & Note in Libb Manloy & N | 12 | |
| OCEAN VIEW CARD ROOM 16 17 18 19 20 21 22 23 24 25 26 27 28 LANY GEFGES Allem Markins Lock Gambles Malloy & Abstral Libbs LANY GEFGES Allem Markins Lock Gambles Malloy & Abstral Libbs LANY GEFGES Allem Markins Lock Gambles Malloy & Abstral Libbs 15 16 17 Printed Name VER DNICA CHOHRACH OWNER 19 20 21 22 23 24 25 26 27 28 Allem Markins Lock Gambles Malloy & Abstral Libbs LANY GEFGES Allem Markins Lock Gambles 15-15-1 | 13 | |
| 16 17 18 19 20 21 22 23 24 25 26 27 28 Allest Making Leek Gemble Malloy & Assistant Leek Gemble 15- | 14 | |
| Printed Name VERONICA CHOHRACH Title OWNER 20 21 22 23 24 25 26 27 28 Allest Madding & Anstral LUN Generals Mallory & Rosting Luck Germida Mallory & Rost | 15 | OCEAN VIEW CARD ROOM Dated: 5/15/08 |
| Printed Name VERDNICA CHOHRACH 19 20 21 22 23 24 25 26 27 28 Allen Mandray Lock Gemble Mandroy Lock Gemble Mandroy & Native LLP Allen Mandray Lock Gemble Mandroy & Native LLP Allen Mandray & Lock Gemble Mandroy & Native LLP -15- | , | |
| 20 21 22 23 24 25 26 27 28 Allen Maxing Lock Gemble Malloy & Available LP | | Printed Name / FPDALLES CHOUSE |
| 20 21 22 23 24 25 26 27 28 Allen Maxing Lock Gemble Malloy & Available LP | | Title TULLES |
| 21 22 23 24 25 26 27 28 Allen Matkins Lock Gambis Matkins Lock Gambis Malloy & Native LLP | | O W N C PL |
| 22 23 24 25 26 27 28 Allen Maskins Lock Gemble Mallory & Natkins Like | 20 | |
| 23 24 25 26 27 28 LAW OFFICES Ailbri Mattelin Lock Gamble Mallory & Natalia LLP | | |
| 24 25 26 27 28 Law defices Ailen Mattein Lock Gamble Mallory & Natsie LLP | | |
| 25 26 27 28 Law defices Ailen Mattein Lock Gamble Mallory & Natsia LLP | | |
| 26 27 28 Law defices Ailen Mattein Lock Gamble Mallory & Natsia LLP | | |
| 27 28 Law defices Ailen Matters Lock Gamble Mallory & Natsia LLP | 1 | |
| LAW OFFICES Aller Matters Lock Gamble Mallory & Natsia LLP | | |
| LAW OFFICES After Matters Lock Gamble 5 Mallory & Natsia LLP | | |
| il actions on a c | LAW OFFICES | 16 |
| | • | PROPOSED] CONSENT JUDGMENT - A.C.S.C. Case No. RG 07336796 |

| . 1 | PALACE CARD ROOM | Dated: May 9, 2008 |
|--|---|-----------------------------|
| 3 | Katherine Bousson, Owner Printed Name Title | |
| 5 | PHOENIX CASINO AND LOUNGE, INC. | Dated: |
| 7 8 9 | Printed Name Title | |
| 11 | MONICA CASTRO DONOHOO dba THE PLAYERS CLUB | Dated: |
| · 12 13 14 | Printed Name Title | |
| 15 16 | ROGELIO'S, INC. | Dated: |
| 18 | Printed Name Title | |
| 19 20 21 | TURLOCK POKER ROOM | Dated: |
| 22 23 | Printed Name Title | |
| 24 25 | VILLAGE CLUB CARD ROOM | Dated: |
| 26 27 | Printed Name Title | |
| LAW OFFICES Allen Matkins Leck Gamble Mallory & Natsis LLP | 761073.03/LA | C S C Case No. P.G 07236706 |

| | · · | |
|---|---|----------------------------|
| 1 | PALACE CARD ROOM | Dated: |
| 2 | | |
| 3 | | : |
| | Printed Name | |
| 4 | Title | |
| 5 | | |
| 6 | PHOENIX CASINO AND LOUNGE, INC. | Dated: |
| 7 | Dud. | |
| 8 | | |
| 9 | Tide President | |
| 9 | A learners | 177/2008 |
| , | MONICA CASTRO DONOHOO dba THE PLAYERS CLUB | Dated: |
| 11 | | |
| 12 | | |
| 13 | Printed Name Title | |
| · | THE | |
| . 14 | ROGELIO'S, INC. | Dated: |
| 15 | No obbito o, me. | Dated. |
| 16 | | |
| 17 | Printed Name Title | |
| 18 | | |
| 19 | TURLOCK POKER ROOM | Dated: |
| 20 | <u>-</u> | • |
| 21 | | |
| 22 | Printed Name Title | , |
| 23 | | |
| 24 | VILLAGE CLUB CARD ROOM | Dated: |
| 25 | | |
| 26 | Printed Name | |
| 27 | Title | |
| 28 | | |
| LAW DFFICES | | • |
| Allen Matkins Leck Gemble Mallory & Natels LLP | -16- [PROPOSED] CONSENT JUDGMENT - A.C.S | IC Comply and construction |
| | LTWOI OPEN COMPENT AND WENT - WOO | o.C. Casc No. KG (7/336796 |

| 1 | PALACE CARD ROOM | Dated: | |
|--|--|---------------|---|
| 2 | | | |
| 3 | | • | |
| 4 | Printed Name Title | | |
| 5 | THE PART OF CAPACIA AND A CAPACITY TATE | Dated: | |
| . 6 | PHOENIX CASINO AND LOUNGE, INC. | , Dated. | |
| 7 | | | |
| 8 | Printed Name Title | | |
| 9 | | | • |
| 10 | MONICA CASTRO DONOHOO dba THE PLAYERS CLUB, | Dated: | |
| 11 | 11/11. H//m | | |
| 12 | Printed Name WILLIAM ICRACHT | | |
| 13 | Title CEO | | 1 de la |
| 14 | ROGELIO'S, INC. | Dated: | 5/12/00 |
| 15 16 | | | |
| 10 | Printed Name | | |
| 18 | Title | | |
| 19 | TURLOCK POKER ROOM | Dated: | |
| 20 | | | |
| 21 | | | |
| 22 | Printed Name Title | • . | |
| 23 | VILLAGE CLUB CARD ROOM | Dated: | |
| 24 | VILLIAGE GEOD ONE TO SEE | | |
| 25 | | | |
| 26 | Printed Name Title | | e de la companya de La companya de la co |
| 27 | | • | |
| 28 | | • | |
| LAW OFFICES Allen Malkins Leck Gamble Mallory & Notsis LLP | 761073,03/LA [PROPOSED] CONSENT JUDGMENT - A | C.S.G. Case) | No. RG 07136798 |

| 1 | PALACE CARD ROOM | Dated: |
|---|--|------------------------------|
| 2 | | • |
| 3 | | |
| 4 | Printed Name Title | • |
| 5 | | |
| 6 | PHOENIX CASINO AND LOUNGE, INC. | Dated: |
| 7 | • | |
| 8 | Printed Name | |
| 9 | Title | |
| | MONITOR OF STEP O DONOTION dhe | Dated: |
| | MONICA CASTRO DONOHOO dba THE PLAYERS CLUB | Date: |
| 11 | | |
| 12 | Printed Name | |
| 13 | Title | , |
| 14 | ROGELIO'S, INC. | Dated: <u>05/508</u> |
| 15 | | |
| 16 | Low Haria | |
| <u>i</u> 17 | Printed Name ROGELIO A. GARCIA Title PRESTREWT | |
| 18 | THE TRESIDENT | |
| 19 | TURLOCK POKER ROOM | Dated: |
| 20 | | |
| 21 | | |
| 22 | Printed Name Title | |
| 23 | · | m |
| 24 | VILLAGE CLUB CARD ROOM | Dated: |
| 25 | | |
| 26 | Printed Name | |
| 27 | Title | |
| | | |
| 28 | | , |
| Allen Matkins Leck Gamble Mailory & Naisis LLP | 761073.03/LA | O.C.C. Com No. B.C. 0722/20/ |
| | [PROPOSED] CONSENT JUDGMENT - A. | C.3.C. Case Mo. KG 0/330/A0 |

| 1 | PALACE CARD ROOM | Dated: |
|---|---|--|
| 2 | | |
| 3 | Printed Name | |
| 4 | Title | |
| 5 | PHOENIX CASINO AND LOUNGE, INC. | Dated: |
| 6 | THOERING TELD BOOKSE, INC. | |
| 7 | · | |
| 8 | Printed Name Title | e e e |
| 9 | | |
| 10 | MONICA CASTRO DONOHOO dba THE PLAYERS CLUB | Dated: |
| . 11 | | |
| 12 | Printed Name | |
| 13 | Title | |
| 14 | ROGELIO'S, INC. | Dated: |
| 15 | | |
| 16 | | |
| | Printed Name Title | |
| 18 | • | - 1 7/1 n. 2002 |
| 19 | TURLOCK POKER ROOM | Dated: 11 / Mony 2008 |
| 200 | Hulysa Khemsoluh /2 | and the second of the second of the second |
| 21 | Printed Name PHILIP A PUR VISCHIID SP | • |
| 22 23 | GENERAL MANAGER & DESIGNATED | AGENT |
| 23 | VILLAGE CLUB CARD ROOM | Dated: |
| 25 | | |
| 26 | Printed Name | |
| 27 | Title | |
| 28 | · | • |
| LAW OFFICES | | • • • • • • • • • • • • • • • • • • • |
| Alien Matkins Leck Gamble Mallory & Natsis LLP | -16- [PROPOSED] CONSENT JUDGMENT - A.C | C.S.C. Case No. RG 07336796 |

| 1 | | |
|--|---------------------------------|--|
| 1 1 | PALACE CARD ROOM | Dated: |
| 2 | | |
| 3 | | |
| | Printed Name | |
| | Title | |
| 6 | PHOENIX CASINO AND LOUNGE, INC. | Dated: |
| 7 | | |
| 8 | Printed Name Title | |
| - I | MONICA CASTRO DONOHOO dba | Dated: |
| | THE PLAYERS CLUB | |
| 11 | | · |
| 12 | Printed Name | |
| 13 | Title | |
| 14 | | Dated: |
| . 15 | ROGELIO'S, INC. | |
| 16 | · | |
| | Printed Name | |
| | Title | • |
| 18 | | Dated: |
| 19 | TURLOCK POKER ROOM | |
| 20 | | |
| 21 | Drinted Name | |
| 22 | Printed Name Title | |
| 23 | | Dated: 5-13-08 |
| 24 | VILLAGE CLUB CARD ROOM | Datou. |
| 25 | | |
| | HARWLY JOUZH - CHURCL | |
| 26 | Title / | · |
| 27 | 7 N | • |
| 28 | 3 | 7 |
| LAW OFFICES Allen Malkins Lock Gemb Mallory & Nalais LLP | 761073.03/LA CONSENT WIDGE | -16- MENT - A.C.S.C. Case No. RG 07336796 |
| | IPROPOSEDI CONSENT JUDGA | ATDM I - M'O'D'O' ORDOTTO' THE BLAZING |

ORDER AND JUDGMENT Based upon the stipulated Consent Judgment between CEH and Gaming Partners International USA, Inc., California Commerce Club, Inc., Cameo Club, Capitol Casino, Casino Poker Club, Casino Real, Club One Casino, Inc., The 500 Club, Kern County Association L.P. dba Golden West Casino, Hustler Casino, Albert Cianfichi dba Kelly's, Waldemar Dreher dba Lake Bowl Cardroom, Matt Mikacich dba Limelight Card Rooms, Point-Walker, Inc. dba Lucky Derby Casino, The Nineteenth Hole General Partnership, Ocean View Card Room, Palace Card Club, Phoenix Casino and Lounge, Inc., Monica Castro Donohoo dba The Players Club, Rogelio's, Inc., Turlock Poker Room, and Village Club Card Room, the settlement is approved and the clerk is hereby directed to enter judgment in accordance with the terms herein. Dated: Judge, Superior Court of the State of California Allen Matkins Leck Gamble Mallory & Natsis LLP -17-

[PROPOSED] CONSENT JUDGMENT - A.C.S.C. Case No. RG 07336796

LAW OFFICES

761073.03/LA

| 1 | | Exhibit A |
|----|----|--|
| 2 | | (Test Protocol) |
| 3 | a) | Comminute a representative, and discreet portion of the material to be analyzed. |
| 4 | b) | Prepare the sample for analysis using microwave digestion. Microwave digestion |
| 5 | | protocols from either of the following two methods may be used provided that the |
| 6 | | samples are completely digested: |
| 7 | | 1. AOAC Official Method 999.10 (Lead, Cadmium, Zinc, Copper, and |
| 8 | | Iron in Foods) |
| 9 | | 2. NIOSH 7082 (Lead by Flame AAS) Appendix – Microwave |
| 10 | | Digestion for Lead in Paint Chips (and other matrices) |
| 11 | c) | Analyze the sample for total Lead (Pb) content using Graphite Furnace Atomic |
| 12 | | Absorption Spectrophotometry (GFAAS) or Inductively Coupled Plasma Mass |
| 13 | | Spectrometry (ICP-MS) using standard operating procedures. |
| 14 | d) | Lead content shall be expressed in parts per million (ppm). |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |

761073.03/LA

-18-

Exhibit B

(Sample Warning Sign)

WARNING: Gaming chips used at this
establishment contain lead, a chemical
known to cause cancer, birth defects
and other reproductive harm. Wash
hands after handling the chips.

LAW OFFICES

Allen Matkins Leck Gamble
Mallory & Natsis LLP

1 Exhibit C 2 (Sample Customer Warning Letter) Dear «LastName»: 4 According to our records, your firm has purchased Paulson® brand gaming chips from Gaming Partners International USA, Inc. ("GPI"), formerly known as Paul-Son Gaming Supplies, Inc. We are writing you to advise you of a settlement being entered into by GPI and certain of its customers as a result of a claim brought under the California Safe Drinking Water and Toxic Enforcement Act, commonly known as "Proposition 65". Proposition 65 is a "citizen's right-toknow" law that requires certain businesses to provide a "clear and reasonable" warning before exposing anyone in the state to chemicals known to the State of California to cause cancer and/or reproductive harm ("Listed Chemicals"). 8 In September 2007, the Center for Environmental Health ("CEH") filed a Proposition 65 action against GPI and a number of our casino and cardroom customers ("Cardroom Defendants") who purchased Paulson gaming chips. CEH alleged that the Paulson line of poker chips 10 manufactured by GPI and distributed in California contain lead which is a Listed Chemical and, as such, a warning was required to be posted. 11 GPI took various action in response to the claim and action including reformulating its 12 gaming chips to reduce the level of lead to the point where no warnings will be required in the future. Due in large part to GPI's effective response, CEH has entered into a settlement agreement 13 with GPI and the Cardroom Defendants. 14 One of the terms of the settlement requires each Cardroom Defendant using older versions of our Paulson brand gaming chips to post a Proposition 65 warning sign in their gaming rooms. 15 We recommend that you post similar warning signs if your facility uses Paulson gaming chips that were purchased prior to June 2007. We believe this notification will meet your obligation to provide a warning and avoid the possibility that your facility will be subject to a Proposition 65 16 enforcement claim. 17 Warnings signs should be posted at a prominent location at or near the entrance to each gaming room where the gaming chips are used and within five (5) feet of any cashier or other 18 location solely devoted to the sale of gaming chips. The warning signs must be displayed such 19 that it is likely to be read and understood by an ordinary individual, and are to be a minimum of 8 1/2 by 11 inches. The warning signs should include the following statement, in a minimum of 16 20 point font. "WARNING: The gaming chips used at this establishment contain lead, a chemical 21 known to cause cancer, birth defects and other reproductive harm. Wash hands after 22 handling the chips." 23 Finally, if you have any questions regarding this matter, please contact me at your convenience and feel free to access the GPI's webpage www.gpigaming.com for copies of our health and safety evaluation of our gaming chips. 24 25 Very truly yours, 26 27 Laura McAllister Cox cc: John J. Allen, Esq. Allen Matkins Leck Gamble Mallory & Natsis LLP -20-

[PROPOSED] CONSENT JUDGMENT - A.C.S.C. Case No. RG 07336796

LAW OFFICES

761073 03/LA