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CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation, Plaintiff, v. GAMING PARTNERS INTERNATIONAL, INC., et al., Defendants.	Case No. RG 07336796 **[PROPOSED] CONSENT JUDGMENT**

1. INTRODUCTION

1.1 On July 20, 2007, plaintiff Center for Environmental Health ("CEH"), a nonprofit corporation acting in the public interest, filed a complaint in Alameda County Superior Court, entitled *CEH v. Gaming Partners International, Inc., et al.*, Alameda County Superior Court Case Number RG07336796 (the "Action"), for civil penalties and injunctive relief pursuant to the provisions of California Health & Safety Code §25249.5 *et seq.* ("Proposition 65").

1.2 Defendant Gaming Partners International USA, Inc., inadvertently designated in the Complaint as Gaming Partners International, Inc. ("Manufacturer Defendant") is a corporation that employs 10 or more persons and that manufactured, distributed and/or sold gaming chips (also referred to as casino chips or poker chips) in the State of California. The gaming chips manufactured, distributed and/or sold by Manufacturer Defendant are referred to herein as the "Products."

1.3 Defendants 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 (collectively referred to as "Cardroom Defendants") are each a corporation, limited partnership or other form of business that employs 10 or more persons and provides gaming chips for use by their customers in California.

1.4 The Manufacturer Defendant and the Cardroom Defendants are collectively referred to as "Settling Defendants." CEH, the Manufacturer Defendant and the Cardroom Defendants are referred to collectively herein as the "Parties."

1.5 On or about August 18, 2006, CEH served each of the Settling Defendants and the appropriate public enforcement agencies with a 60-day notice (the "Notices") that Settling Defendants were in violation of Proposition 65 for failing to warn individuals that gaming chips (also known as casino chips and poker chips) expose persons to Proposition 65 Listed Chemicals. Specifically, CEH's Notices and the Complaint in this Action ("Complaint") allege that Settling Defendants expose individuals who use or otherwise handle gaming chips to lead and/or lead compounds (referred to interchangeably herein as "Lead"), chemicals known to the State of California to cause cancer, birth defects and other reproductive harm, without first providing a clear and reasonable warning to such persons regarding the carcinogenicity and reproductive toxicity of Lead. The Notices and Complaint allege that Settling Defendants' conduct violates Health & Safety Code §25249.6, the warning provision of Proposition 65.

1.6 Upon receipt of CEH's Notice, Manufacturer Defendant began the process of researching and implementing reformulation of the Products.

1.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the subject matter of the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,

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

Consent Judgment, a sufficient number of warning signs to provide such customer with a warning sign for each of its gaming rooms or casinos ("Warning Signs"), together with a descriptive letter as described in Section 2.4.1.2 below. In addition, until the Compliance Date, Manufacturer Defendant shall furnish to its California customers Warning Signs together with the descriptive letter described in Section 2.4.1.2 below with each additional shipment of Products sold in California that do not meet the Reformulation Standard.

2.4.1.1 Warning Signs. 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.

2.4.1.2 Customer Letter Regarding Warnings. Manufacturer Defendant shall send to each such customer described in this Section 2.4.1 a letter accompanying the warning signs with directions describing where the signs should be posted. Specifically, the letter shall inform Manufacturer Defendant's customers that a warning sign must be displayed in a prominent location at or near the entrance to each room in which there are card tables present and within 5 feet of any cashier or other location solely devoted to the sale of gaming chips. The letter shall further describe that the warning 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 parties agree that the sample letter attached hereto as Exhibit C satisfies this requirement.

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.

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

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

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 upon it by virtue of the provisions of Section 1542 of the California Civil Code, which provides as follows:

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 WITH THE DEBTOR.

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

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

rights or remedies, may sue in equity for specific performance, and Settling Defendants expressly waive the defense that a remedy in damages will be adequate.

10. GOVERNING LAW

10.1 The terms of this Consent Judgment shall be governed by the laws of the State of California.

11. RETENTION OF JURISDICTION

11.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms this Consent Judgment.

12. PROVISION OF NOTICE

12.1 All notices required pursuant to this Consent Judgment and correspondence shall be sent to the following:

For CEH:

Mark N. Todzo
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

For Manufacturer Defendant:

John J. Allen
Allen Matkins Leck Gamble Mallory & Natsis , LLP
515 South Figueroa Street, 9th Floor
Los Angeles, CA 90071-3398

For Cardroom Defendants:

John J. Allen
Allen Matkins Leck Gamble Mallory & Natsis , LLP
515 South Figueroa Street, 9th Floor
Los Angeles, CA 90071-3398

13. COURT APPROVAL

13.1 This Consent Judgment shall become effective thirty (30) calendar days after entry by the Court (the "Effective Date").

13.2 If this Consent Judgment is not approved by the Court, it shall be of no further force or effect.

14. EXECUTION AND COUNTERPARTS

14.1 The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

15. AUTHORIZATION

15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party represented and legally bind that party. The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: 4/25/08
Michael Green

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: _____

_____
Printed Name
Title

CASINO POKER CLUB Dated: _____

_____
Printed Name
Title

CASINO REAL Dated: _____

_____
Printed Name

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: _____
Michael Green

GAMING PARTNERS INTERNATIONAL USA, INC. Dated: May 26, 2008

Gerard P. Charlier
Printed Name GERARD P. CHARLIER
Title PRESIDENT & CEO

CALIFORNIA COMMERCE CLUB , INC. Dated: _____

_____
Printed Name
Title

CAMEO CLUB Dated: _____

_____
Printed Name
Title

CAPITOL CASINO Dated: _____

_____
Printed Name
Title

CASINO POKER CLUB Dated: _____

_____
Printed Name
Title

CASINO REAL Dated: _____

_____
Printed Name

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: _____
Michael Green

GAMING PARTNERS INTERNATIONAL USA, INC. Dated: _____

_____
Printed Name
Title

CALIFORNIA COMMERCE CLUB, INC. Dated: 5-18-08

_____
Printed Name
Title

CAMEO CLUB Dated: _____

_____
Printed Name
Title

CAPITOL CASINO Dated: _____

_____
Printed Name
Title

CASINO POKER CLUB Dated: _____

_____
Printed Name
Title

CASINO REAL Dated: _____

_____
Printed Name

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: _____
Michael Green

GAMING PARTNERS INTERNATIONAL USA, INC. Dated: _____

_____
Printed Name
Title

CALIFORNIA COMMERCE CLUB , INC. Dated: _____

_____
Printed Name
Title

CAMEO CLUB Chris J. Ray Dated: 5-9-08

Chris J. Ray - Designated Agent
Printed Name
Title

CAPITOL CASINO Dated: _____

_____
Printed Name
Title

CASINO POKER CLUB Dated: _____

_____
Printed Name
Title

CASINO REAL Dated: _____

_____
Printed Name

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: _____
Michael Green

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: 5/15/08

Clarke Rosa President
Printed Name
Title

CASINO POKER CLUB Dated: _____

_____
Printed Name
Title

CASINO REAL Dated: _____

_____
Printed Name

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: _____
Michael Green

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: _____

_____
Printed Name
Title

CASINO POKER CLUB Dated: 5/8/08

TLEANA HARRIS, PRESIDENT
Printed Name
Title

CASINO REAL Dated: _____

_____
Printed Name

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

_____ Dated: _____
Michael Green

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: _____

_____
Printed Name
Title

CASINO POKER CLUB Dated: _____

_____
Printed Name Dennis Williams
Title General Manager

CASINO REAL Dated: 5-14-08

_____
Printed Name

Title
CLUB ONE CASINO, INC. Dated: 5-20-08

Printed Name Kyle R. Kirkham
Title President

THE 500 CLUB Dated: _____

Printed Name
Title

KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO Dated: _____

Printed Name
Title

HUSTLER CASINO Dated: _____

Printed Name
Title

ALBERT CIANFICHI dba KELLY'S Dated: _____

Printed Name
Title

WALDEMAR DREHER dba LAKE BOWL CARDROOM Dated: _____

Printed Name
Title

Title
CLUB ONE CASINO, INC. Dated: _____

_____
Printed Name
Title

THE 500 CLUB Dated: 5-12-08

Printed Name
Title OWNER

KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO Dated: _____

_____
Printed Name
Title

HUSTLER CASINO Dated: _____

_____
Printed Name
Title

ALBERT CIANFICHI dba KELLY'S Dated: _____

_____
Printed Name
Title

WALDEMAR DREHER dba LAKE BOWL CARDROOM Dated: _____

_____
Printed Name
Title

Title
CLUB ONE CASINO, INC.

Dated: _____

_____
Printed Name
Title

THE 500 CLUB

Dated: _____

_____
Printed Name
Title

KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO

Dated: May 12, 2008

_____
Printed Name CARMEN A. MARINELLO
Title PRESIDENT, GOLDEN WEST PARTNERS, INC, G.P.

HUSTLER CASINO

Dated: _____

_____
Printed Name
Title

ALBERT CIANFICHI dba KELLY'S

Dated: _____

_____
Printed Name
Title

WALDEMAR DREHER dba LAKE BOWL CARDROOM

Dated: _____

_____
Printed Name
Title

Title
CLUB ONE CASINO, INC. Dated: _____

_____
Printed Name
Title

THE 500 CLUB Dated: _____

_____
Printed Name
Title

KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO Dated: _____

_____
Printed Name
Title

El Dorado Enterprises, Inc d/b/a
HUSTLER CASINO Dated: 5/09/08

_____
Printed Name THOMAS H. CANTY
Title EVP & GENERAL MANAGER

ALBERT CIANFICHI dba KELLY'S Dated: _____

_____
Printed Name
Title

WALDEMAR DREHER dba LAKE BOWL CARDROOM Dated: _____

_____
Printed Name
Title

Title
CLUB ONE CASINO, INC. Dated: _____

_____
Printed Name
Title

THE 500 CLUB Dated: _____

_____
Printed Name
Title

KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO Dated: _____

_____
Printed Name
Title

HUSTLER CASINO Dated: _____

_____
Printed Name
Title

ALBERT CIANFICHI dba KELLY'S Dated: MAY 12, 2008

_____
Printed Name A. R. CIANFICHI
Title OWNER

WALDEMAR DREHER dba LAKE BOWL CARDROOM Dated: _____

_____
Printed Name
Title

Title
CLUB ONE CASINO, INC. Dated: _____

_____
Printed Name
Title

THE 500 CLUB Dated: _____

_____
Printed Name
Title

KERN COUNTY ASSOCIATION, LP, dba GOLDEN WEST CASINO Dated: _____

_____
Printed Name
Title

HUSTLER CASINO Dated: _____

_____
Printed Name
Title

ALBERT CIANFICHI dba KELLY'S Dated: _____

_____
Printed Name
Title

WALDEMAR DREHER dba LAKE BOWL CARDROOM Dated: 05.21.08

Waldemar Dreher W. Dreher
Printed Name
Title Owner

MATT MIKACICH dba LIMELIGHT CARDROOM Dated: 5-13-08

Peter Matt Mikacich
Printed Name
PETER MATT MIKACICH
SOLE PRORRIETOR
Title

POINT-WALKER, INC. dba LUCKY DERBY CASINO Dated: _____

_____
Printed Name
Title

THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: _____

_____
Printed Name
Title

OCEAN VIEW CARD ROOM Dated: _____

_____
Printed Name
Title

MATT MIKACICH dba LIMELIGHT CARDROOM Dated: _____

_____
Printed Name

Title**POINT-WALKER, INC. dba LUCKY DERBY CASINO** Dated: 5-15-08

_____
Printed Name Kevin Schaylt z
Title General Manager

THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: _____

_____
Printed Name
Title

OCEAN VIEW CARD ROOM Dated: _____

_____
Printed Name
Title

Dated: _____

_____
Printed Name

Title**POINT-WALKER, INC. dba LUCKY DERBY CASINO** Dated: _____

_____
Printed Name
Title

THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: 5-15-08

_____
Printed Name STEPHEN E. SCISCENO
Title PARTNER

OCEAN VIEW CARD ROOM Dated: _____

_____
Printed Name
Title

MATT MIKACICH dba LIMELIGHT CARDROOM Dated: _____

_____
Printed Name

Title**POINT-WALKER, INC. dba LUCKY DERBY CASINO** Dated: _____

_____
Printed Name
Title

THE NINETEENTH HOLE GENERAL PARTNERSHIP Dated: _____

_____
Printed Name
Title

OCEAN VIEW CARD ROOM Dated: 5/15/08

_____
Printed Name VERONICA CHOHRACH
Title OWNER

PALACE CARD ROOM Dated: May 9, 2008

Katherine Bousson, Owner
Printed Name
Title

PHOENIX CASINO AND LOUNGE, INC. Dated: _____

_____
Printed Name
Title

MONICA CASTRO DONOHOO dba THE PLAYERS CLUB Dated: _____

_____
Printed Name
Title

ROGELIO'S, INC. Dated: _____

_____
Printed Name
Title

TURLOCK POKER ROOM Dated: _____

_____
Printed Name
Title

VILLAGE CLUB CARD ROOM Dated: _____

_____
Printed Name
Title

PALACE CARD ROOM Dated: _____

_____
Printed Name
Title

PHOENIX CASINO AND LOUNGE, INC. Dated:

_____
Printed Name Jack Cunningham
Title President

MONICA CASTRO DONOHOO dba THE PLAYERS CLUB Dated: 5/22/2008

_____
Printed Name
Title

ROGELIO'S, INC. Dated: _____

_____
Printed Name
Title

TURLOCK POKER ROOM Dated: _____

_____
Printed Name
Title

VILLAGE CLUB CARD ROOM Dated: _____

_____
Printed Name
Title

PALACE CARD ROOM Dated: _____

_____
Printed Name
Title

PHOENIX CASINO AND LOUNGE, INC. Dated: _____

_____
Printed Name
Title

MONICA CASTRO DONOHOO dba THE PLAYERS CLUB Dated: _____

William Kracht
Printed Name WILLIAM KRACHT
Title CEO

ROGELIO'S, INC. Dated: 5/12/09

_____
Printed Name
Title

TURLOCK POKER ROOM Dated: _____

_____
Printed Name
Title

VILLAGE CLUB CARD ROOM Dated: _____

_____
Printed Name
Title

PALACE CARD ROOM Dated: _____

_____
Printed Name
Title

PHOENIX CASINO AND LOUNGE, INC. Dated: _____

_____
Printed Name
Title

MONICA CASTRO DONOHOO dba THE PLAYERS CLUB Dated: _____

_____
Printed Name
Title

ROGELIO'S, INC. Dated: 051508

Rogelio A. Garcia
Printed Name ROGELIO A. GARCIA
Title PRESIDENT

TURLOCK POKER ROOM Dated: _____

_____
Printed Name
Title

VILLAGE CLUB CARD ROOM Dated: _____

_____
Printed Name
Title

PALACE CARD ROOM Dated: _____

_____
Printed Name
Title

PHOENIX CASINO AND LOUNGE, INC. Dated: _____

_____
Printed Name
Title

MONICA CASTRO DONOHOO dba THE PLAYERS CLUB Dated: _____

_____
Printed Name
Title

ROGELIO'S, INC. Dated: _____

_____
Printed Name
Title

TURLOCK POKER ROOM Dated: 11 May 2008

Philip A Rheinschild Jr
Printed Name PHILIP A. RHEINSCHILD, JR.
Title GENERAL MANAGER & DESIGNATED AGENT

VILLAGE CLUB CARD ROOM Dated: _____

_____
Printed Name
Title

PALACE CARD ROOM Dated: _____

_____
Printed Name
Title

PHOENIX CASINO AND LOUNGE, INC. Dated: _____

_____
Printed Name
Title

MONICA CASTRO DONOHOO dba THE PLAYERS CLUB Dated: _____

_____
Printed Name
Title

ROGELIO'S, INC. Dated: _____

_____
Printed Name
Title

TURLOCK POKER ROOM Dated: _____

_____
Printed Name
Title

VILLAGE CLUB CARD ROOM Dated: 5-13-08

Harvey Souza-Owner
Printed Name
Title

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

Exhibit A

(Test Protocol)

a) Comminute a representative, and discreet portion of the material to be analyzed.

b) Prepare the sample for analysis using microwave digestion. Microwave digestion protocols from either of the following two methods may be used provided that the samples are completely digested:

1. AOAC Official Method 999.10 (Lead, Cadmium, Zinc, Copper, and Iron in Foods)
2. NIOSH 7082 (Lead by Flame AAS) Appendix – Microwave Digestion for Lead in Paint Chips (and other matrices)

c) Analyze the sample for total Lead (Pb) content using Graphite Furnace Atomic Absorption Spectrophotometry (GFAAS) or Inductively Coupled Plasma Mass Spectrometry (ICP-MS) using standard operating procedures.

d) Lead content shall be expressed in parts per million (ppm).

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.

Exhibit C

(Sample Customer Warning Letter)

Dear «LastName»:

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-to-know" 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").

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 manufactured by GPI and distributed in California contain lead which is a Listed Chemical and, as such, a warning was required to be posted.

GPI took various action in response to the claim and action including reformulating its 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 with GPI and the Cardroom Defendants.

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. 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 enforcement claim.

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 location solely devoted to the sale of gaming chips. The warning signs must be displayed such 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 point font.

"**WARNING: The 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.**"

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.

Very truly yours,

Laura McAllister Cox

cc: John J. Allen, Esq.