

1 David Lavine (State Bar No. 166744)  
 George W. Dowell (State Bar No. 234759)  
 2 D. Joshua Voorhees (State Bar No. 241436)  
 HIRST & CHANLER LLP  
 3 2560 Ninth Street  
 Parker Plaza, Suite 214  
 4 Berkeley, CA 94710-2565  
 Telephone: (510) 848-8880  
 5 Facsimile (510) 848-8118

6 Attorneys for Plaintiff  
 RUSSEL BRIMER  
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 COUNTY OF SAN FRANCISCO  
 12 UNLIMITED JURISDICTION  
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14 RUSSELL BRIMER,

15 Plaintiff,

16 v.

17 ROYAL DOULTON USA, INC.; and DOES 1  
 18 through 150,

19 Defendants.

Case No. CGC-07-459941

**STIPULATION FOR ENTRY OF  
 JUDGMENT**

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1. The following constitutes the knowing and voluntary election and stipulation of the entity named below ("Company" or "Opt-In Defendant") to join as a Settling Defendant under the Consent Judgment previously entered by the Court in *Brimer v. Royal Doulton USA, Inc.; and Does 1 through 150*, San Francisco Superior Court Case No. CGC-07-459941 ("Action") and to be bound by the terms of that "Consent Judgment."

2. At any time during the three (3)-year period prior to the filing of this Stipulation ("Relevant Period"), the Company has employed ten (10) or more part-time or full-time persons and has manufactured, distributed, offered for use or sold one or more Products, as defined in the Consent Judgment (Section 1.3).

3. At least one of these Products contained, during the Relevant Period, *Exterior Decorations* comprised of more than 600 parts per million of lead and/or 4800 parts per million of cadmium. The Company has not provided compliant Proposition 65 warnings in conjunction with the sale or use of all such Products in California at all times during the Relevant Period.

4. The Company has not conducted a risk or exposure assessment on the *Exterior Decorations* used on all Products firmly establishing that the use of such Products will result in an exposure in an amount less than that deemed permissible in 22 Cal. Code Regs. §12805(b).

5. The Company agrees to be bound by the injunctive relief provisions set forth in Section 2 of the Consent Judgment as it relates to the Products.

6. At least 65 days prior to the submissions of this Stipulation to the Court for entry, provided that it has been mailed to counsel to the Settling Defendants at the address shown in Section 10 of the Consent Judgment, the Company agrees to be deemed to have accepted service of a 60-day notice letter from Russell Brimer ("Brimer") alleging certain violations of Proposition 65 with respect to sales of the Products.

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

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8. Future notices concerning this Stipulation and the Consent Judgment shall be provided to the Company through Settling Defendants counsel as shown in Section 10 of the Consent Judgment. If the Company desires to change the individual and/or address designated to receive notice on its behalf, the Company shall provide written notice to Brimer and Settling Defendants' counsel via certified mail, return receipt requested or overnight courier at the addresses for them listed in Section 10 of the Consent Judgment.

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

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

**IT IS HEREBY STIPULATED AND AGREED TO,**

By: [Signature]  
(signature)

By: [Signature]  
On Behalf of Plaintiff, Russell Brimer

MR. ASH RUDRA  
Name (printed/typed)  
GROUP FINANCIAL CONTROLLER  
Title (printed/typed)

On Behalf of:  
LIFESTYLE HOLDINGS LIMITED  
(Insert Company Name)

Opt-In Defendant

Dated: 23<sup>rd</sup> AUGUST 2007 Dated: 4/29/08