

**Edward H.
Cross
v.
Arizona
Natural
Resources,
Inc.**

LAW OFFICES OF EDWARD H. CROSS & ASSOCIATES
Edward H. Cross #177016
Gregory M. Lee #105956
1666 North Main Street, 2nd Floor
Santa Ana, CA 92701

FILED
ORANGE COUNTY SUPERIOR COURT

NOV 13 2000

ALAN SLATER, Executive Officer/ Clerk
S. Faris
BY S. FARIS

Plaintiff EDWARD H. CROSS,
acting on behalf of himself and the general public

ROSE KLEIN & MARIAS LLP
Gregory Stamos #051635
David M. Rosen #150880
Steven C. Robinson #124440
555 E. Ocean Blvd., Ste 900
Long Beach, CA 90801

Attorneys for Plaintiff
EDWARD H. CROSS, acting on behalf of himself
and the general public

[Additional Counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

EDWARD H. CROSS,

Plaintiff,

Vs.

ARIZONA NATURAL RESOURCES,
INC., an Arizona corporation, et al.,

Defendants.

No. 799222

CONSENT JUDGMENT

PILLSBURY MADISON & SUTRO LLP

Michael J. Steel #107492
Brett H. Bailey #156011
50 Fremont Street
Post Office Box 7880
San Francisco, CA 94120-7880
Telephone: (415) 983-1000
Facsimile: (415) 983-1200

Attorneys for Settling Defendants
CANDLE CORPORATION OF AMERICA AND ENDAR
CORPORATION

JAFFE, MARTINI & BLUM

Fred Blum, Esq. #101586
Lisa Levin, Esq. #113177
155 Sansome Street
Suite 700
San Francisco, CA 94104

Attorneys for Settling Defendants
AROMATIQUE, INC., CERES L.L.C., CANDLE-LITE, (A DIVISION
OF LANCASTER COLONY CORPORATION), LANCASTER
COLONY CORPORATION, EMPIRE CANDLE AND KAMEYAMA
USA, INC.

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I. Introduction.

A. On September 8, 1998, Edward H. Cross, acting on behalf of himself and the general public filed a Complaint for Civil Penalties and Injunction in Orange County Superior Court, Orange County Case No. 799222, against Named Defendants Arizona Natural Resources, Inc.; Banana Republic, Inc.; Boston Warehouse Trading Corp.; Candle Corporation of America (Blyth Industries); Candle Light Corp.; Candle-Lite, a Lancaster Colony Company; Continental Candle Company; Ceres L.L.C., Coty, Inc.; Empire Candle, Inc.; Endar Corporation; Euromarket Designs, Inc.; Garden Botanika; Greenbrier Studios (Russ Berric and Company Inc.); J.C. Penney Company, Inc.; Kameyama USA, Inc.; Lamplight Farms, Inc.; Lancaster Colony Corp.; Mrs. Baker, Inc.; Origins Natural Resources, Inc.; Paris Presents; Pier 1 Imports, Inc.; S.C. Johnson & Son, Inc.; Sears Roebuck & Company; The Body Shop, International; The Dial Corporation; The Gap, Inc.; The YANKEE Candle Company, Inc.; Tsumura International; and ZODAX ("Named Defendants"). The following Named Defendants were active in this litigation and are parties to this Consent Judgment: Candle Corporation of America (Blyth Industries); Candle Light Corp.; Candle-Lite, a Lancaster Colony Company; Empire Candle, Inc.; Ceres L.L.C.; Endar Corporation; Garden Botanika; Kameyama USA, Inc.; Lancaster Colony Corp. ("Settling Defendants"). This Consent Judgment shall in no way affect the liability of any Defendant who is not a Settling Defendant, unless specifically provided otherwise in Paragraph XIII hereof.

B. Settling Defendants are corporations that employ more than ten persons and sell candles in the State of California or manufacture or distribute candles for sale in the State of California.

C. The Complaint as amended alleges that the use of Settling Defendants' candles, under certain conditions, results in exposures to "soots," benzene, lead, carbon monoxide carbon tetrachloride, chloroform, and carbon black, and that Settling Defendants have violated the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code sections 25249.5 and 25249.6 ("Proposition 65"), and Business and Professions Code section 17200 et seq. ("Unfair Competition Act"), by knowingly and intentionally exposing persons to chemicals known to the State of California to cause cancer, birth defects or other reproductive harm without first providing a clear and reasonable warning to such individuals.

D. The parties disagree whether (1) "soots," as such term is used in the Proposition 65 regulations, includes candle emissions, and (2) if the term "soots" includes candle emissions, such emissions cause an exposure that poses "no significant risk" as defined in the Proposition 65 regulations. However, after extensive expert discovery was conducted, the parties do agree that providing the instructions and warning (where applicable) set forth in Paragraph II hereof will help inform candle users of the proper method of burning candles so as to keep soot emissions to a minimum and that, therefore, no further warnings regarding "soots" are required by Proposition 65 with respect to candles. The parties agree that the candle emissions of candles tested by Plaintiff for other chemicals listed pursuant to Proposition 65 shows these candles pose no significant risk and therefore are not subject to the warning requirement of Proposition 65. The parties further agree that the candles tested by Plaintiff are in relevant respects representative of candles sold by Settling Defendants.

E. For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Settling Defendants as to

the acts alleged in the Complaint, that venue is proper in the County of Orange, that this Court has jurisdiction to enter this Consent Judgment as a resolution of all claims which were, or could have been, raised in the Complaint based on the facts alleged therein.

F. For the purpose of avoiding prolonged litigation, the parties enter into this Consent Judgment as a full settlement of all claims that were or could have been raised in the Complaint based upon the facts alleged therein, or which could have been raised in the Complaint arising out of the facts alleged therein. By execution of this Consent Judgment, Settling Defendants do not admit any violations of Proposition 65 or the Unfair Competition Act or any other law, and each Defendant specifically denies that it has committed any such violations. Except as specifically provided herein, nothing in this Consent Judgment shall be construed as a decision by the Court on any issue of law or fact or as an admission by any party of any fact, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by any party of any fact, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy or defense the Plaintiff and any Settling Defendant may have as to each other in any other or future legal proceedings unrelated to these proceedings or the facts alleged in the Complaints. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities and duties of the parties under this Consent Judgment.

II. Injunctive Relief - Clear and Reasonable Warnings.

A. Lead.

Each Settling Defendant agrees not to use lead core wicks in any candles sold in California or to use lead as an intended constituent of the

wax or paraffin in any candles sold in California. For purposes of this Consent Judgement, the term "lead core wick" shall refer to a wick in which lead is a substantial constituent as defined by California law.

B. Warning Standard.

Each Settling Defendant shall provide warnings in the manner set forth in Paragraph II of this Consent Judgment.

C. Warnings and Use Instructions.

1. Notwithstanding Paragraph IIA, each Settling Defendant that offers for sale in California any candle that emits lead in an amount that would require a warning pursuant to Proposition 65 shall provide such warning in the manner set forth in Paragraph II.C.2 hereof. The determination whether a warning is required shall be made in accordance with Title 22, California Code of Regulations, sections 12701 through 12901. It is not the intention of the parties, pursuant to this Paragraph, to change the burden of proving an exposure, or that an exposure poses "no significant risk" as that term is used under Proposition 65. Any person seeking to enforce this Paragraph, or to defend against enforcement of this Paragraph, shall have the same burden of proof as that person would have if a separate and distinct enforcement action were initiated.

2. Each candle requiring a warning pursuant to Paragraph II.C.1 hereof shall include on the package label the following warning in typeface and at a location at least as conspicuous as the typeface and location of any safety warnings.

WARNING: This product emits a chemical known to the State of California to cause cancer, birth defects and/or other reproductive harm.

3. Each scented candle with a diameter equal to or greater than three and one half inches manufactured for sale in California, or offered for sale in California, by a Settling Defendant shall be sold with a notice setting forth substantially the following instruction: "To reduce sooting, you must trim the wick to ¼ inch each time the candle is to be relit. Avoid using in drafty areas." This notice shall appear on the product label or other packaging of any glass or container-filled candles and scented pillar candles with a diameter equal to or greater than three and one half inches in a typeface and at a location at least as conspicuous as the typeface and location of any safety warnings. All other candles that presently have a warning or use instruction concerning "soot" or "smoking" shall continue to contain a warning to that effect and/or use instruction or shall adopt the instruction contained in Paragraph II.C.3.

4. The warnings required by Paragraph II.C.3 shall be applied to the above-specified candles manufactured for sale in California after 180 days from the entry of this Consent Judgement.

D. Duration of Warning Requirement.

Settling Defendants' responsibilities to provide the warnings and/or use instructions under Paragraph II of this Consent Judgment shall continue for that period of time in which Proposition 65 remains in full force and effect or the Court determines that no warning is required. Any Settling Defendant may move by properly noticed motion to the Superior Court of Orange County for a determination that warnings and/or use instructions are no longer required. Notice of such motion shall be given to Plaintiff and to the California Attorney General.

III. Dispute Resolution

A. Informal Dispute Resolution. Wherever, in this Consent Judgment and the exhibits to this Consent Judgment, it provides that any party may file a motion to have the Court resolve an issue, the party seeking a Court resolution shall, at least sixty (60) days in advance of filing a motion, mail and fax a notice to all parties setting forth the dispute and the basis for the party's position. The parties shall then meet and confer in good faith to determine whether the dispute may be resolved within the sixty (60) day period in order to avoid further litigation of the issue, unless the responding party waives, in writing, notice and the opportunity to meet and confer.

B. Formal Dispute Resolution. If informal negotiations are unsuccessful following the sixty-(60) day negotiation period under Paragraph III.A. above, either party may file a motion in the Orange County Superior Court to enforce the terms of this Consent Judgment. The parties agree that the ruling of the Court, or any appeals therefrom, shall be binding and final regarding the matter(s) submitted and that the Court hearing any motion to enforce the terms of this Consent Judgment, shall have the authority to award civil penalties, restitution and costs in conjunction with such a motion, to the extent permitted by law.

C. Deadlines. The parties agree that a party's failure to meet any of the deadlines set forth herein shall be deemed a material breach of this Consent Judgment. The parties further agree that, as to any task or matter that becomes the subject of dispute resolution, the parties, if necessary, shall discuss the need for an extension of the deadline to complete that task or matter and to attempt to reach an agreement regarding the length of any necessary extension.

IV. Duties Limited to California

This Consent Judgment shall have no effect on candles manufactured or for sale outside California, or offered for sale outside California.

V. Settlement Payment

Within 30 days of entry of this Consent Judgment, Settling Defendants shall collectively pay One Hundred Fifty Thousand Dollars (\$150,000.00) to the State of California to fund enforcement, research, investigation and public education projects concerning Proposition 65 issues. If no state fund exists that can accept said monies, the check shall be made out to the Public Health Trust, A Non-Profit Organization, to fund enforcement, research, investigation and public education projects concerning Proposition 65 issues. A check in the amount of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) shall be made payable to Rose, Klein & Marias, LLP Client Trust Account for allocation among plaintiff's counsel to reimburse plaintiff's counsel for fees and costs incurred by the plaintiff in connection with the litigation.

VI. Modification of Consent Judgment

Subject to Paragraphs IIIA and B, this Consent Judgment may be modified by written agreement of the parties, after noticed motion and upon entry of a modified Consent Judgment by the court thereon, or upon motion of any party as provided by law and upon entry of a modified Consent Judgment. The California Attorney General's office shall be served with a copy of any stipulation, agreement or motion brought by any party pursuant to this Consent Judgment.

VII. Enforcement of Consent Judgment

Any party or the California Attorney General may, by properly noticed motion or order to show cause before the Superior Court of Orange County, enforce the terms and conditions contained in this Consent Judgment.

VIII. Application of Consent Judgment

The affirmative obligations of this Consent Judgment shall apply to and be binding upon the Plaintiff, acting on behalf of himself, and the general public, and each Settling Defendant, its divisions, subdivisions, and the successors or assigns of any of them. Except as set forth in Paragraph V (Settlement Payment) hereof, the obligations of Settling Defendants pursuant to this Consent Judgment are individual to each of them and no Settling Defendant shall be held responsible for the failure of any other Settling Defendant to comply with the terms hereof.

IX. Authority to Stipulate to Consent Judgment

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 to bind that party.

X. Claims Covered and Release

A. This Consent Judgment is a final and binding resolution and release between each Settling Defendant, and each Settling Defendant's past and present officers, directors, trustees, agents, employees, attorneys, parents, subsidiaries, affiliates, divisions, successors and assigns (collectively, "Releasees") and the Plaintiff and the general public of the

State of California on whose behalf the Plaintiff brought this action, of all claims, violations or causes of action for violation of Proposition 65, the Unfair Competition Act, or any other statutory or common law claim that could have been asserted against any Releasee by the Plaintiff based upon the facts alleged in the Complaint, including failure to provide clear, reasonable, and lawful warnings of exposure to chemicals emitted by candles, and for failure to reduce exposures, whether relating to carcinogenicity, reproductive harm, nuisance or otherwise, by any Releasee or any person within any Settling Defendant's chain of distribution, including, but not limited to, suppliers, wholesalers, distributors, retailers, sales personnel, customers, and any other person in the course of doing business, with respect to emissions relating to or arising out of the use of candles manufactured, distributed or sold by any Releasee. This Release does not extend to any claim for personal injury or property damage, except as such claim might be asserted by Edward H. Cross as an individual plaintiff.

B. Subject to Paragraph II of this Consent Judgment, compliance with the terms of this Consent Judgment constitutes compliance by each Releasee, and its suppliers, distributors, wholesalers, retailers, sales personnel, customers and any person selling candles manufactured, distributed or sold by a Releasee, or any other person in the course of doing business who may use, maintain or sell candles manufactured, distributed or sold by any Releasee with: (1) any requirement to provide a clear and reasonable warning with respect to candles, and any resulting exposure; and (2) any requirement to reduce candle emissions. To the extent that the warnings and instructions specified in Paragraph II of this Consent Judgment are given, they satisfy the warning requirements of Proposition 65

as to all exposures arising from the use of candles manufactured, distributed or sold by any Releasee.

C. Release by Settling Defendants. Settling Defendants hereby release Plaintiff and his successors, assigns and attorneys, from all claims which arise from all actions or statements made or undertaken by the Plaintiff and/or his attorneys in the course of seeking enforcement of Proposition 65 or Business and Professions Code section 17200, et seq., against the Settling Defendants prior to the date hereof.

XI. Use of Documents

Parties shall conform to and follow the provisions of the Stipulated Protective Order dated October 4, 1999.

XII. Retention of Jurisdiction

This Court shall retain jurisdiction of this matter to implement the Consent Judgment and resolve any dispute related thereto.

XIII. Opt-in Procedure

A. This Consent Judgment is executed with the understanding that additional persons not parties to this Consent Judgment have employed ten or more persons and have manufactured, marketed, distributed or sold candles for use in the State of California. For purposes of this Consent Judgment, the term "Person" shall have the same meaning as the term "Person" is defined in California Health & Safety Code § 25249.11(a). Said Persons are subject either to a separate suit or may be added to the Complaint as defendants.

B. At any time within fourteen (14) days of entry of this Consent Judgment, the Settling Defendants may provide Plaintiff with a list of those Persons wishing to be bound by the terms of this Consent Judgment.

C. Not later than fourteen (14) days after Plaintiff receives from Settling Defendants the list specified in subparagraph XIII.B, Plaintiff shall send notices of violation pursuant to Cal. Health & Safety Codes § 25249.7 (“Notices”) to all those Persons that Settling Defendants have specified, to the California Attorney General, to every California district attorney, and to every appropriate city attorney required to receive such a Notice pursuant to Health & Safety Code § 25249.7. The Notices Plaintiff sends pursuant to this subparagraph shall be substantially similar to the Notice Letters sent to Settling Defendants.

D. Not later than 7 days after Plaintiff has mailed the Notices specified in subparagraph XIII.C, Plaintiff shall provide satisfactory proof of such mailing to counsel for the Settling Defendants. Plaintiff’s entitlement to retain the monies paid by defendants pursuant to Paragraph V of this Consent Judgment shall be conditioned on Plaintiff’s compliance with subparagraphs C and D.

E. Any Person that has employed ten or more persons and has manufactured, marketed, distributed or sold candles for use in the State of California, and which has received Notice from Plaintiff in connection with this case, may become a defendant in this case and a party to this Consent Judgment by executing a “STIPULATION FOR ENTRY OF JUDGMENT” in the form affixed hereto as Exhibit A and sharing in the costs of this Consent Judgment, other than Defendants’ legal fees, by providing reimbursement to the Settling Defendants as provided in subparagraph F. Said Persons are referred to hereinafter as “Opt-in Defendants.” Every Opt-in Defendant

1 that becomes a party to this Consent Judgment shall be bound by and
2 subject to the requirements of this Consent Judgment.

3 F. The Settling Defendants are required, pursuant to this Consent
4 Judgment, to make substantial payments that benefit all Defendants; they
5 have also incurred substantial legal and transactional costs in negotiating
6 and preparing this Consent Judgment. The total reimbursement payment
7 each Opt-in Defendant shall be required to make to the Settling Defendants
8 pursuant to Paragraph E above shall be established by the Settling
9 Defendants prior to their execution of any action pursuant to Paragraph B
10 above and will be comparable to the payment paid by each of the Settling
11 Defendants hereunder.

12 G. Provided that at least seventy (70) days has run from the date
13 specified in a Notice sent pursuant to Paragraph C above, the Settling
14 Defendants may request that Plaintiff file in this Court any STIPULATION
15 FOR ENTRY OF JUDGMENT executed pursuant to Paragraph E above.
16 Plaintiff shall comply with such request and provide the Settling
17 Defendants' counsel of record with evidence thereof within fourteen (14)
18 days thereafter. Plaintiff may not file any STIPULATION FOR ENTRY OF
19 JUDGMENT unless requested to do so by the Settling Defendants. At the
20 time any STIPULATION FOR ENTRY OF JUDGMENT is filed, the
21 Complaint shall be deemed to have been amended to name the Opt-in
22 Defendant that executed the STIPULATION FOR ENTRY OF JUDGMENT
23 as a named defendant and each such Opt-In Defendant shall be deemed to
24 become a Settling Defendant in this Consent Judgment.

25

26 XIV. Provision of Notice

27 A. When any party is entitled to receive any notice or report under
28 this Consent Judgment, the notice or report shall be sent by overnight

courier service to the person and address set forth in this paragraph, unless this Consent Judgment specifically provides for service by facsimile or mail, in which case these methods shall be used in addition to service by overnight courier service. Any party may modify the person and address to which notice is to be sent by sending each other party notice by certified mail, return receipt requested. Said change shall take effect for any notice mailed at least five days after the date the return receipt is signed by the party receiving the change.

B. Notices shall be sent to the following:

For the Plaintiff Edward H. Cross, acting on behalf of the
general public:

Gregory Stamos
Steven C. Robinson
Rose Klein & Marias LLP
555 E. Ocean Blvd., Ste 900
Long Beach, CA 90801

Telephone: 562-436-4696
Telecopier: 562-436-6157

For Defendants Candle Corporation of America, Endar
Corporation and Blyth Industries:

Bruce Kreiger, Esq.
General Counsel
Blyth Industries, Inc.
100 Field Point Road
Greenwich, CT 06830-6451

Telephone: 203-661-1926, Ext. 6621
Telecopier: 203-661-1969

With a copy to:

Michael J. Steel, Esq.
Pillsbury Madison & Sutro LLP
Post Office Box 7880
San Francisco, CA 94120-7880

Telephone: 415-983-7320
Telecopier: 415-983-1200

For Defendant Aromatique, Inc.:

Phillip C. Wade
Vice President and General Manager
Aromatique, Inc.
3421 Hwy. 25 B North
Heber Springs, AR 72543

Telephone: 501-362-7511
Telecopier: 501-362-5361

With a copy to:

Fred Blum, Esq.
Jaffe, Martini & Blum
155 Sansome Street
Suite 700
San Francisco, CA 94104

Telephone: (415) 397-9006
Telecopier: (415) 397-1339

For Defendant Ceres, L.L.C.:

David Sakamoto, CFO
Ceres, L.L.C.
30577 Huntwood Avenue
Hayward, CA 94544-7019

Telephone: 510-477-4700
Telecopier: 510-441-2616

With a copy to:

Fred Blum, Esq.
Jaffe, Martini & Blum
155 Sansome Street
Suite 700
San Francisco, CA 94104

Telephone: (415) 397-9006
Telecopier: (415) 397-1339

For Defendant Candle-Lite, (a division of Lancaster Colony):

Bob Staab, President
Candle-Lite, a division of Lancaster Colony
4460 Lake Forest Drive, Ste. 200
Cincinnati, OH 45242

Telephone: 1-800-287-7628
Telecopier: 513-563-2294

With a copy to:

Fred Blum, Esq.
Jaffe, Martini & Blum
155 Sansome Street
Suite 700
San Francisco, CA 94104

Telephone: (415) 397-9006
Telecopier: (415) 397-1339

For Defendant Lancaster Colony:

Dave Segal, Esq.
General Counsel
Lancaster Colony
37 West Broad Street, Suite 500
Columbus, OH 43215-4177

Telephone: 614-224-7141
Telecopier: 614-469-8219

With a copy to:

Fred Blum, Esq.
Jaffe, Martini & Blum
155 Sansome Street
Suite 700
San Francisco, CA 94104

Telephone: (415) 397-9006
Telecopier: (415) 397-1339

For Defendant Empire Candle, Inc.:

Thomas W. Knuesel, CFO
Empire Candle, Inc.
1800 Cloquet Avenue
Cloquet, MN 55720

Telephone: 218-878-2732
Telecopier: 218-879-6369

With a copy to:-

Fred Blum, Esq.
Jaffe, Martini & Blum
155 Sansome Street
Suite 700
San Francisco, CA 94104

Telephone: (415) 397-9006
Telecopier: (415) 397-1339

For Defendant Kameyama USA, Inc.:

Mike Graybill
Vice President and General Manager
298 Commercial Road
Spartanburg, SC 29303

Telephone: 864-578-7819
Telecopier: 864-578-7829

With a copy to:

Fred Blum, Esq.
Jaffe, Martini & Blum
155 Sansome Street
Suite 700
San Francisco, CA 94104

Telephone: (415) 397-9006
Telecopier: (415) 397-1339

XV. Submission to the Attorney General

On or about July 28, 2000, Plaintiff's counsel shall submit a copy of this Consent to the California Attorney General's Office. If, within thirty (30) days of such submission, the California Attorney's Office advises either party, in writing, that it finds a term of this Consent Judgment is against the public interest, then the parties agree to meet and confer in an attempt to resolve the concerns raised by the Attorney General's Office. If the parties can agree on a modification that addresses the Attorney General's concerns, the parties agree that this Consent Judgment will be modified to reflect that agreement and the modified Consent Judgment will

be filed with the Court, in accordance with Paragraph XVI. If the parties cannot agree on a modification that addresses the Attorney General's concerns within twenty (20) days, the Attorney General's Office either approves the Consent Judgment or takes no action in response to the submission of the Consent Judgment, then the parties shall submit the Consent Judgment to the Court, as set forth in Paragraph XVI of this Agreement.

XVI. Court Approval

If the Court does not approve this Consent Judgment, it shall be of no force or effect and cannot be used in any proceeding for any purpose. This Consent Judgment shall be brought before the Court for approval on noticed motion and the Court shall be requested to make a fairness determination in order to ensure that this Consent Judgment fully satisfies all rights and claims that any person might have with respect to the facts that were alleged or could have been alleged in the Complaint. By entering this Consent Judgment, the Court finds that its action results in a full, fair and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein and as set forth in Paragraph X hereof.

XVII. Execution in Counterparts

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

IT IS SO STIPULATED:

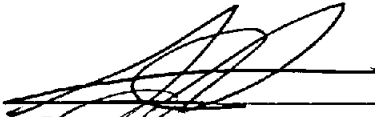
Dated: September __, 2000

LAW OFFICES OF
EDWARD H. CROSS & ASSOCIATES

By: _____
EDWARD H. CROSS
Plaintiff


Dated: September 18, 2000

ROSE KLEIN & MARIAS LLP

By:  _____
Gregory Stamos,
Attorneys for Plaintiff
EDWARD H. CROSS

Dated: September 15, 2000

PILLSBURY MADISON &
SUTRO LLP

By:  _____
MICHAEL J. STEEL
Attorneys for Defendants Candle
Corporation of America, Endar
Corporation and Blyth Industries

1-19-95
11

XVII. Execution in Counterparts

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

IT IS SO STIPULATED:


Dated: September __, 2000

LAW OFFICES OF
EDWARD H. CROSS & ASSOCIATES

By: _____
EDWARD H. CROSS
Plaintiff

Dated: September 18, 2000


ROSE KLEIN & MARIAS LLP

By: 

Gregory Stamos,
Attorneys for Plaintiff
EDWARD H. CROSS

Dated: September 15, 2000


PILLSBURY MADISON &
SUTRO LLP

By: 

MICHAEL J. STEEL
Attorneys for Defendants Candle
Corporation of America, Ender
Corporation and Blyth Industries

Dated: September 20, 2000

JAFFE MARTINI & BLUM

By: 

FRED BLUM
Attorneys for Defendants
Aromatique, Inc., Ceres L.L.C.,
Candle-Lite, (a Division of
Lancaster Colony Corporation),
Lancaster Colony Corporation,
Empire Candle and Kameyama
USA, Inc.

XVII. Execution in Counterparts

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

IT IS SO STIPULATED:

Dated: September 18, 2000

**LAW OFFICES OF
EDWARD H. CROSS & ASSOCIATES**

By: 

**EDWARD H. CROSS
Plaintiff**

Dated: September 18, 2000

ROSE KLEIN & MARIAS LLP

By: 

**Gregory Stamos,
Attorneys for Plaintiff
EDWARD H. CROSS**

Dated: September 15, 2000

**PILLSBURY MADISON &
SUTRO LLP**

By: 

**MICHAEL J. STEEL
Attorneys for Defendants Candle
Corporation of America, Endar
Corporation and Blyth Industries**

Dated: September , 2000

JAFFE MARTINI & BLUM

By: _____

**FRED BLUM
Attorneys for Defendants
Aromatique, Inc., Ceres L.L.C.,
Candle-Lite, (a Division of
Lancaster Colony Corporation),
Lancaster Colony Corporation,
Empire Candle and Kameyama
USA, Inc.**

IT IS ORDERED that judgment be entered on behalf of the plaintiff pursuant to the terms of the Stipulated Consent Judgment approved by the court on October 4, 2000.

Dated: October _____, 2000

WILLIAM F. MC DONALD
JUDGE OF THE SUPERIOR COURT

Exhibit A

Form of Opt-In
STIPULATION FOR ENTRY OF JUDGMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

EDWARD H. CROSS,	}	No. 799222
Plaintiff,	}	<u>STIPULATON FOR ENTRY OF</u>
vs.	}	<u>JUDGMENT</u>
ARIZONA NATURAL RESOURCES,	}	
INC., an Arizona corporation, et al.,	}	
Defendant.	}	

APPEARANCE OF ADDITIONAL DEFENDANT AND STIPULATION FOR
ENTRY OF JUDGMENT IN CROSS v. ARIZONA NATURAL
RESOURCES, INC., NO. 799222

1. The person or entity named below has employed ten or more persons, and manufactured or sold one or more candles, during the relevant time period.
2. The person or entity named below has received a 60-day notice letter from Edward Cross alleging certain violations of Proposition 65 with respect to its sales of candles.
3. The person or entity named below hereby voluntary accepts

service of the summons and complaint in this case and agrees to be designated by Edward Cross as an Opt-In Defendant through the filing of this stipulation.

4. I have read, and the person or entity named below agrees to be bound by, all terms and conditions of the Consent Judgment previously approved and entered by the Court in this action.

5. I have full authority to agree to this stipulation for the entity on behalf of which I am signing.

Dated: _____

Signature

Print Name

Title

Exact Corporate Name of Business
Represented

Street Address

City

State and Zip Code

Telephone Number

Fax Number

Email Address

