

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Clifford A. Chanler, State Bar No. 135534
Laralei C. Schmohl, State Bar No. 203319
SHEFFER & CHANLER LLP
160 Sansome Street, 2nd Floor
San Francisco, CA 94104-3706
Tel.: (415) 434-9111
Fax: (415) 434-9115

Attorneys for Plaintiff
WHITNEY R. LEEMAN, Ph.D.

Robert L. Falk, State Bar No. 142007
Lauren M. Michals, State Bar No. 184473
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105-2482
Tel.: (415) 268-7000

Attorneys for Defendant
SALTON, INC.

"RECEIVED"
JAN 16 2004

ENDORSED
FILED
San Francisco County Superior Court

FEB 17 2004

GORDON PARK-LI, Clerk
BY: JOCELYN C. ROQUE
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

WHITNEY R. LEEMAN, Ph.D.

Plaintiff,

v.

SALTON, INC.; and DOES 1 through
150,

Defendant.

No. CGC-04-427851
(JCR)

[PROPOSED] JUDGMENT PURSUANT
TO TERMS OF SETTLEMENT
AGREEMENT

Date: February 17, 2004

Time: 9:30 a.m.

Dept: 301

Judge: Hon. James L. Warren

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendant
2 SALTON, INC. having agreed through their respective counsel that judgment be entered
3 pursuant to the terms of the Consent Judgment entered into by the parties, and after
4 issuing an Order Approving Settlement Agreement on ^{February} January 17, 2004,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of
6 Civil Procedure Section 664.5, Judgment is entered in accordance with the terms of the
7 Order Approving Settlement Agreement, between the parties.

8 IT IS SO ORDERED.

9 Dated: FEB 17 2004, 2004

JAMES L. WARREN

10 Hon. James L. Warren
11 Judge of the San Francisco Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Clifford A. Chanler, State Bar No. 135534
Laralei C. Schmohl, State Bar No. 203319
SHEFFER & CHANLER LLP
160 Sansome Street, 2nd Floor
San Francisco, CA 94104-3706
Tel.: (415) 434-9111
Fax: (415) 434-9115

Attorneys for Plaintiff
WHITNEY R. LEEMAN, Ph.D.

Robert L. Falk, State Bar No. 142007
Lauren M. Michals, State Bar No. 184473
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105-2482
Tel.: (415) 268-7000

Attorneys for Defendant
SALTON, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

WHITNEY R. LEEMAN, Ph.D.)
)
Plaintiff,)
)
v.)
)
SALTON, INC.; and DOES 1 through)
150,)
)
Defendant.)

No. CGC-04-427851
(JCK)
[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT

Date: February 17, 2004
Time: 9:30 a.m.
Dept: 301
Judge: Hon. James L. Warren

"RECEIVED"
JAN 16 2004
ENDORSED
FILED
San Francisco County Superior Court
FEB 17 2004
GORDON PARK-LI, Clerk
By: JOCELYN C. ROQUE
Deputy Clerk

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendant
2 SALTON, INC., having agreed through their respective counsel that judgment be entered
3 pursuant to the terms of the Consent Judgment entered into by the parties; and after
4 consideration of the papers submitted and the arguments presented, the Court finds that
5 the attached settlement agreement meets the criteria established by Senate Bill 471, in that:

- 6 1. The injunctive relief that is required by the Consent Judgment is appropriate
7 in this Proposition matter (Health & Safety Code section 25249.6 *et seq.*) and
8 it complies with Health & Safety Code section 25249.7 (as amended by
9 Senate Bill 471);
- 10 2. The reimbursement of fees and costs to be paid pursuant to the parties'
11 Consent Judgment is reasonable under California law; and
- 12 3. The payment in lieu of civil penalty amount to be paid pursuant to the
13 parties' Consent Judgment is reasonable.

14 IT IS HEREBY ORDERED that judgment be entered in accordance with the terms of
15 the Consent Judgment between the parties, attached hereto as Exhibit A.

16 IT IS SO ORDERED.

17 Dated: FEB 17 2004, 2004

JAMES L. WARREN

18 Hon. James L. Warren
19 Judge of the San Francisco Superior Court
20
21
22
23
24
25
26

EXHIBIT A

1 Gregory M. Sheffer, State Bar No. 173124
Laralei Schmohl, State Bar No. 203319
2 SHEFFER & CHANLER LLP
ATTORNEYS AT LAW
3 160 Sansome Street, 2nd Floor
San Francisco, CA 94104-3706
4 Tel: (415) 434-9111
Fax: (415) 434-9115

5 Attorneys for Plaintiff
WHITNEY R. LEEMAN, Ph.D.

6 Robert L. Falk, State Bar No. 142007
7 Lauren M. Michals, State Bar No. 184473
Rachael P. Melliar-Smith, State Bar No. 225619
8 MORRISON & FOERSTER LLP
425 Market Street
9 San Francisco, CA 94105
Tel: (415) 268-7000

10 Attorneys for Defendant
SALTON, INC.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
14

15
16 _____) No. 04-427851
17 WHITNEY R. LEEMAN, Ph.D.)
18) Plaintiff)
19 v.) STIPULATION AND [PROPOSED]
20 SALTON, INC.) ORDER RE: CONSENT JUDGMENT
21) Defendant.)
22 _____)

23
24
25
26
27
28

1 This Stipulation and [Proposed] Order Re: Consent Judgment
2 ("Agreement" or "Consent Judgment") is entered into by and between
3 plaintiff, Whitney R. Leeman, Ph.D. ("Dr. Leeman" or "Leeman") and
4 defendant Salton Inc., also referred to by plaintiff as Salton,
5 Inc., Block China Corporation, and Block China & Crystal,
6 (hereinafter "Salton") on January 5, 2004 (the "Effective Date").
7 Dr. Leeman and Salton are collectively referred to herein as the
8 "Parties" and hereby agree to the following terms and conditions:

9 **WHEREAS:**

10 A. Dr. Leeman is an individual residing in Sacramento,
11 California, who seeks to promote awareness of exposures to toxic
12 chemicals and improve human health by reducing or eliminating
13 hazardous substances contained in consumer products;

14 B. Salton has distributed and sold and/or licensed
15 certain patterns of glassware products containing colored designs
16 or decorations (the "Products") with materials that contain lead
17 (or lead compounds) and cadmium (collectively, the "Listed
18 Chemicals"). Salton represents and warrants that: a) beginning
19 in 2002, it began reformulating the Products such as to meet the
20 requirements for Reformulated Products as set forth in Section 1.0
21 below, and b) that it has not shipped any Products other than
22 Reformulated Products for sale in California since January 2003.
23 A list of the Products which are covered by this Agreement is
24 provided in Exhibit A.;

25 C. On September 12, 2003, Dr. Leeman first served
26 Salton and other public enforcement agencies with a document
27 entitled "60-Day Notice of Violation" which provided Salton and
28 such public enforcers with notice that Salton was allegedly in

1 violation of Health & Safety Code § 25249.6 for allegedly failing
2 to warn purchasers that certain products it sells in California
3 expose users to one or more Listed Chemicals; and

4 D. On or about January 5, 2004, Dr. Leeman will file a
5 complaint for restitution and injunctive relief entitled Whitney
6 R. Leeman, Ph.D. v. Salton Inc. in the San Francisco County
7 Superior Court, naming Salton Inc. as a defendant and alleging
8 violations of Health & Safety Code § 25249.6 on behalf of
9 individuals in California who allegedly have been exposed to lead
10 contained in certain products sold by Salton; and

11 E. Nothing in this Consent Judgment shall be construed
12 as an admission by Salton of any fact, finding, issue of law, or
13 violation of law; nor shall compliance with this Agreement
14 constitute or be construed as an admission by Salton of any fact,
15 finding, conclusion, issue of law, or violation of law. However,
16 this paragraph shall not diminish or otherwise affect the
17 obligations, responsibilities, and duties of the Parties under
18 this Agreement.

19 **NOW THEREFORE, LEEMAN AND SALTON HEREBY STIPULATE AND AGREE AS**
20 **FOLLOWS:**

21 **1.0 Injunctive Relief.** Salton shall be enjoined from
22 offering Products for sale in California unless such Products: 1)
23 contain no painted decoration on either the interior surface or the
24 top 20 millimeters of the exterior surface of the ware (the "Lip and
25 Rim Area") and 2) comply with one or both of the requirements set
26 forth in subsections (a) thorough (b) below:

27 **1.0(a).** produce either a nondetectable test result
28

1 or a test result no higher than 1.0 micrograms (ug) of lead
2 (depending on whether flame AAS with a level of quantification of at
3 least 100 parts per billion or graphite furnace AAS is applied for
4 the analysis respectively; however, Salton may only utilize flame
5 AAS to meet the foregoing requirement if it is not commercially
6 reasonable for it to use graphite furnace AAS) using a Ghost Wipe™
7 test applied on painted portions of the surface of the Product
8 performed as outlined in NIOSH method no. 9100. (For purposes of
9 demonstrating compliance with the foregoing requirement, background
10 quantities of lead measured in a Ghost Wipe™ prior to application
11 of a Ghost Wipe™ obtained from the same lot to the Products may be
12 deducted from the NIOSH 9100 test result.); or

13 **1.0 (b)** utilize paints on all decorations
14 containing less than six one-hundredths of one percent (0.06%) lead
15 by weight (as measured by a sample size of the paint measuring
16 approximately 50-100 mg).

17
18 Should any court enter a final judgment in a case brought by Leeman,
19 another citizen enforcer represented by Leeman's counsel (other than
20 in the case currently pending in the San Francisco Superior Court by
21 Michael DiPirro against J.C. Penney Company, Inc., No. 407150), or
22 the People involving glassware or drinkware products with decoration
23 containing lead which sets forth standards defining when Proposition
24 65 warnings will or will not be required ("Alternative Standards")
25 or if the California Attorney General's office or Office of
26 Environmental Health Hazard Assessment ("OEHHA") otherwise provides
27 written endorsement (i.e., a writing that is circulated by the
28 Attorney General or OEHHA that is not intended for the purpose of

1 soliciting further input or comments) of Alternative Standards
2 applicable to products that are of the same general type and
3 function as the Products, Salton shall be entitled to seek a
4 modification of this Consent Judgment so as to be able to utilize
5 and rely on such Alternative Standards in lieu of those set forth in
6 subsections (a) or (b) of this Paragraph; Leeman shall not
7 unreasonably contest any proposed application to effectuate such a
8 modification provided that the Products for which such a
9 modification are sought are of the same general type and function as
10 those to which the Alternative Standards apply. Products satisfying
11 the conditions of this Section 1.0 are hereinafter referred to as
12 "Reformulated Products."

13 **2.0 Payment Pursuant To Health & Safety Code §25249.7(b).**
14 Pursuant to Health & Safety Code §25249.7(b), Salton shall pay
15 \$48,400.00 in civil penalties within ten (10) calendar days of the
16 Effective Date. The penalty payment shall be made payable to
17 "Sheffer & Chanler LLP In Trust For Dr. Leeman". Those penalty
18 monies received shall be apportioned by Dr. Leeman in accordance
19 with Health & Safety Code § 25192, with 75% of these funds remitted
20 to the State of California's Office of Environmental Health Hazard
21 Assessment. The Parties agree that Salton's prior efforts and
22 ongoing commitment to acquire and market Reformulated Products has
23 been accounted for in establishing the amount of penalties to be
24 paid pursuant to this paragraph and that reformulation is not
25 otherwise a remedy provided for by law.

26 **3. Reimbursement of Attorneys' Fees And Costs.** The
27 Parties acknowledge that Dr. Leeman and her counsel offered to
28 resolve this dispute without reaching terms on the amount of fees

1 and costs to be reimbursed to them, thereby leaving this fee issue
2 to be resolved after the material terms of the agreement had been
3 settled. Salton then expressed a desire to resolve the fee and cost
4 issue shortly after the other settlement terms had been finalized.
5 The Parties then attempted to (and did) reach an accord on the
6 compensation due to Dr. Leeman and her counsel under the private
7 attorney general doctrine codified at Code of Civil
8 Procedure § 1021.5 for all work performed through the Effective Date
9 of the Agreement.

10 Under the private attorney general doctrine codified at
11 Code of Civil Procedure section 1021.5, Salton shall reimburse Dr.
12 Leeman and her counsel for fees and costs, incurred as a result of
13 investigating, bringing this matter to Salton's attention,
14 enforcing the alleged violations against Salton and its downstream
15 customers, and negotiating a settlement in the public interest.
16 Salton shall pay Dr. Leeman and her counsel \$117,500.00 for all
17 attorneys' fees, expert and investigation fees, and litigation
18 costs incurred up to the point of executing this Agreement within
19 ten (10) calendar days of the Effective Date. Payment should be
20 made payable to "Sheffer & Chanler LLP."

21 The Parties expressly acknowledge that, as will be more
22 fully set forth in Leeman's counsel's declaration in support of
23 the Joint Motion required by Paragraph 4 below, a portion of the
24 amount of money to be provided to Leeman's counsel pursuant to the
25 preceding paragraph is derived from the enforcement of plaintiff's
26 claims made in the *DiPirro v. J.C. Penney* (San Francisco Superior
27 Court Case No. 407150) insofar as they pertain to Salton Products
28 as sold by J.C. Penney ("Related J.C. Penney Enforcement

1 Efforts"). If this Consent Judgment is entered by the Court,
2 Leeman's counsel shall not seek to recover elsewhere for those
3 same Related J.C. Penney Enforcement Efforts (i.e., those which
4 specifically concern Salton's Products and the some of which are
5 cited in Leeman's counsel's declaration in support of the Joint
6 Motion); however, in establishing the amount of funds to be paid
7 pursuant to the preceding paragraph, the Parties acknowledge that
8 Leeman's counsel is applying a positive multiplier to the lodestar
9 amount of fees and costs incurred in connection with the Related
10 J.C. Penney Enforcement Efforts and further agree that the use of
11 such a multiplier is appropriate in these circumstances,
12 particularly in light of the extended trial in the *DiPirro v. J.C.*
13 *Penney* case, given the requisite factors for determining the
14 application of a multiplier under CCP § 1021.5.

15 **4. Post-Execution Activities.** The Parties acknowledge
16 that, pursuant to Health & Safety Code §25249.7, a noticed motion is
17 required to obtain judicial approval of this Agreement.
18 Accordingly, the Parties agree to use their best efforts to file a
19 *Joint Motion to Approve the Agreement* ("Joint Motion"), the first
20 draft of which Salton shall prepare, within a reasonable period of
21 time after execution of this Agreement (i.e., not to exceed fourteen
22 (14) days unless otherwise agreed to by Leeman's counsel based on
23 unanticipated circumstances). Leeman's counsel shall prepare a
24 declaration in support of the Joint Motion which shall, *inter alia*,
25 set forth support for the fees and costs to be reimbursed pursuant
26 to Paragraph 3. Salton shall have no additional responsibility to
27 Leeman or Leeman's counsel pursuant to C.C.P. §1021.5 or otherwise
28 with regard to reimbursement of any fees and costs incurred with

1 respect to the preparation and filing of the Joint Motion and its
2 supporting declaration or with regard to Leeman's counsel appearing
3 for a hearing or related proceedings thereon.

4 **5. Dr. Leeman's Release Of Salton, Inc.** Dr. Leeman,
5 by this Agreement, on behalf of herself, her agents,
6 representatives, attorneys, assigns and in the interest of the
7 general public, waives all rights to institute or participate in,
8 directly or indirectly, any form of legal action, and releases all
9 claims, liabilities, obligations, losses, costs, expenses, fines
10 and damages, against Salton and its respective distributors,
11 customers, retailers, directors, officers, employees, parents,
12 corporate affiliates (such as sister companies within the same
13 corporate family), successors and assigns, whether under
14 Proposition 65 or the Business & Profession Code § 17200 et seq.
15 or § 17500 et seq. based on the alleged failure to warn about
16 exposure to lead (or lead compounds) contained in any of the
17 Products. Dr. Leeman, by this Agreement, on behalf of herself,
18 her agents, representatives, attorneys, and assigns, also waives
19 all rights to institute or participate in, directly or indirectly,
20 any form of legal action, and releases all claims, liabilities,
21 obligations, losses, costs, expenses, fines and damages, against
22 Salton and its respective distributors, customers, retailers,
23 directors, officers, employees, parents, corporate affiliates
24 (such as sister companies within the same corporate family),
25 successors and assigns, under Proposition 65 or the Business &
26 Profession Code § 17200 et seq. or § 17500 et seq. based on the
27 alleged failure to warn about exposure to Listed Chemicals in
28 association with the Products. The releases provided for by this

1 paragraph shall not extend to any of Salton's customers with
2 respect to any products other than those Products supplied to them
3 by Salton or Salton's distributors.

4 **6. Salton Inc.'s Release Of Dr. Leeman.** Salton, by this
5 Agreement, waives all rights to institute any form of legal action
6 against Dr. Leeman and her attorneys or representatives, for all
7 actions or statements made by Dr. Leeman, and her attorneys or
8 representatives, in the course of seeking enforcement of Proposition
9 65 or California Business & Profession Code §17200 or 17500 against
10 Salton in this Action.

11 **7. Sales Data.** Salton understands that the sales data
12 provided to counsel for Dr. Leeman by Salton was a material factor
13 upon which Dr. Leeman has relied to determine the amount of payments
14 made pursuant to Health & Safety Code §25249.7(b) in this Agreement.
15 To the best of Salton's knowledge, the sales data provided is true
16 and accurate. In the event that Dr. Leeman discovers facts that
17 demonstrate to a reasonable degree of certainty that the sales data
18 is materially inaccurate, the parties shall meet in a good faith
19 attempt to resolve the matter within ten (10) days of Salton's
20 receipt of notice from Dr. Leeman of his intent to challenge the
21 accuracy of the sales data. If this good faith attempt fails to
22 resolve Dr. Leeman's concerns, Dr. Leeman shall have the right to
23 re-institute an enforcement action against Salton, for those
24 additional Products, based upon any existing 60-Day Notices of
25 violation served on Salton. In such case, all applicable statutes
26 of limitation shall be deemed tolled for the period between the date
27 Dr. Leeman filed the instant action and the date Dr. Leeman notifies
28 Salton that he is re-instituting the action for the additional

1 Products. Provided, however, that: a) Dr. Leeman shall not have
2 the option of exercising his rights under this Paragraph more than
3 one year following the Effective Date and, b) Salton shall have no
4 additional liability, and Dr. Leeman waives any claims that might
5 otherwise be asserted, from the Effective Date until the date that
6 Dr. Leeman provides notice under this Section 7, so long as Salton
7 has complied with the requirements of Paragraph 1.0 for all of the
8 Products, including those numbers of Products additionally
9 discovered.

10 **8. Court Approval.** The Parties shall mutually employ
11 their best efforts to support the entry of this Agreement as a
12 Consent Judgment and obtain approval of the Joint Motion by the
13 Court in a timely manner. If, for any reason, any part of this
14 Consent Judgment is not ultimately approved by the Court within
15 twelve (12) months following the Effective Date, the entire
16 Agreement shall, unless otherwise agreed in writing by the Parties,
17 be deemed null and void, and all monies provided to Dr. Leeman or
18 her counsel shall be refunded to Salton within fifteen (15) days
19 after receipt of written notice to Leeman's counsel from Salton
20 pursuant to this Paragraph.

21 **9. Severability.** In the event that any of the
22 provisions of this Agreement are held by a court to be
23 unenforceable, the validity of the enforceable provisions shall not
24 be adversely affected.

25 **10. Attorney's Fees.** In the event that a dispute arises
26 with respect to any provision(s) of this Agreement (including, but
27 not limited to, disputes arising from the provisions in Paragraphs 2
28 and 3), the prevailing party shall be entitled to recover costs and

1 reasonable attorneys' fees.

2 **11. Governing Law.** The terms of this Agreement shall be
3 governed by the laws of the State of California and shall apply
4 within the State of California.

5 **12. Notices.** All correspondence to Dr. Leeman shall be
6 mailed to:

7 Gregory Sheffer or Clifford Chanler
8 SHEFFER & CHANLER
9 160 Sansome Street, 2nd Floor
 San Francisco, CA 94104-3706

10 All correspondence to Salton shall be mailed to:

11 Robert L. Falk
12 MORRISON & FOERSTER, LLP
13 425 Market Street
 San Francisco, CA 94105-2482

14 and

15 John Childs
16 SONNENSCHN NATH & ROSENTHAL LLP
17 8000 Sears Tower
 233 South Wacker Drive
 Chicago, IL 60606

18 **13. Compliance With Reporting Requirements (Health &**
19 **Safety Code §25249.7(f)).** Dr. Leeman agrees to comply with the
20 reporting form requirements referenced in Health & Safety Code
21 §25249.7(f). Pursuant to the regulations promulgated under 11 Cal.
22 Code Regs § 3003, Dr. Leeman shall present this Consent Judgment to
23 the California Attorney General's Office within two (2) days of time
24 after receiving all necessary signatures. Unless otherwise
25 permitted on shortened time, a noticed motion to enter the Consent
26 Judgment will then be served on the Attorney General's office at
27 least forty-five (45) days prior to the date a hearing is scheduled
28 on such a motion in the San Francisco Superior Court.

1 **14. Counterparts and Facsimile.** This Agreement may be
2 executed in counterparts and facsimile, each of which shall be
3 deemed an original, and all of which, when taken together, shall
4 constitute one and the same document.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **15. Authorization.** The undersigned are authorized to
2 execute this Agreement on behalf of their respective parties and
3 have read, understood and agree to all of the terms and conditions
4 of this Agreement.

5 **AGREED TO:**

AGREED TO:

6

7 DATE: 1.9.04

DATE: _____

8

9 *Dr. Leeman Ph.D.*
10 Plaintiff, Dr. Leeman

Defendant, Salton Inc.

11

12 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

13

14 DATE: Jan 8, 2004

DATE: _____

15

16 *[Signature]*
17 Clifford A. Chanler
SHEFFER & CHANLER LLP
Attorneys for Plaintiff
18 DR. LEEMAN

Robert L. Falk
MORRISON & FOERSTER LLP
Attorneys for Defendant
SALTON, INC.

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment
20 be entered in accordance with the terms of the attached Consent
21 Judgment between the parties.

22

23 Dated: _____, 2004

Judge of the Superior Court

24

25

26

27

28

1 15. Authorization. The undersigned are authorized to
2 execute this Agreement on behalf of their respective parties and
3 have read, understood and agree to all of the terms and conditions
4 of this Agreement.

5 AGREED TO:

AGREED TO:

7 DATE: _____

DATE: 1-7-04

9 _____
10 Plaintiff, Dr. Leeman

Mark Rosenblatt
Defendant, Salton Inc.

12 APPROVED AS TO FORM:

APPROVED AS TO FORM:

14 DATE: _____

DATE: 1-6-04

16 _____
17 Clifford A. Chanler
18 SHEPPER & CHANLER LLP
Attorneys for Plaintiff
DR. LEEMAN

Robert L. Falk
Robert L. Falk
MORRISON & FOERSTER LLP
Attorneys for Defendant
SALTON, INC.

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment
20 be entered in accordance with the terms of the attached Consent
21 Judgment between the parties.

23 Dated: _____, 2004

Judge of the Superior Court

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Glassware products decorated on exterior portions with materials that contains lead (or lead compounds), including, but not limited to, the following patterns of glassware products: (1) Hand Picked, (2) Vineyard, (3) Orchard, (4) Jonal Hudson Valley, (5) Papillon, (6) Happy Hour, (7) Palm Breeze, (8) Napa Valley, (9) Garden Rose, (10) Le Jardin, (11) Party Time, (12) Vintage Rose, (13) Festive Ribbon, (14) Mums & Dahlias, (15) Manhattan, (16) Splendor, (17) Harvest Home, (18) Tropical Lillies, and (19) Surf.

1 Gregory M. Sheffer, State Bar No. 173124
Laralei C. Schmohl, State Bar No. 203319
2 SHEFFER & CHANLER LLP
160 Sansome Street, 2nd Floor
3 San Francisco, CA 94104-3706
Tel.: (415) 434-9111
4 Fax: (415) 434-9115

5 Attorneys for Plaintiff
WHITNEY R. LEEMAN, Ph.D.

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 IN AND FOR THE COUNTY OF SAN FRANCISCO
8 UNLIMITED CIVIL JURISDICTION

9 WHITNEY R. LEEMAN, Ph.D.,) No. CGC-04-427851
10)
Plaintiff,) **PROOF OF SERVICE**
11)
v.)
12)
SALTON, INC.; and DOES 1 through 150,)
13)
Defendants.)

14 I am employed in the County of San Francisco, State of California. I am a citizen of
15 the United States, over the age of 18 years, and not a party to the within action. My
business address is 160 Sansome Street, 2nd Floor, San Francisco, CA 94104.

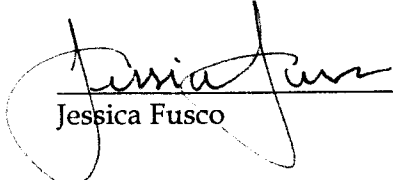
16 On February 18, 2004, I served the following document(s), described as, **REPORT**
17 **OF ENTRY OF JUDGMENT**, on each interested party as follows:

18 Office of the California Attorney General
Proposition 65 Enforcement Reporting
19 Attention: Prop 65 Coordinator
1515 Clay Street, Suite 2000
20 Oakland, CA 94612-0550

Robert L. Falk, Esq.
Lauren M. Michals, Esq.
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482

21 X (BY MAIL) I placed a true and correct copy of the foregoing document(s) in a
sealed envelope addressed to each interested party as set forth above. I placed each such envelope,
22 with postage thereon fully prepaid, for collection and mailing at the law firm of Sheffer & Chanler
LLP, located in San Francisco, California. I am readily familiar with Sheffer & Chanler LLP's practice
23 for collection and processing of documents for mailing with the United States Postal Service. Under
that practice, the documents are deposited with the United States Postal Service on the same day in
the ordinary course of business.

24 I declare under the penalty of perjury under the laws of the State of California that
25 the foregoing is true and correct. Executed this 18th day of February, 2004, at San Francisco,
California.

26 

Jessica Fusco