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

17  
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 FOR THE CITY AND COUNTY OF SAN FRANCISCO  
20  
21 UNLIMITED CIVIL JURISDICTION

22 WHITNEY R. LEEMAN, Ph.D,

23 Plaintiff,

24 vs.

25 SALTON, INC.; SEARS, ROEBUCK AND  
26 CO.; and DOES 1 through 150,

27 Defendants.

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ENDORSED  
FILED  
San Francisco County Superior Court  
JUL 11 2005  
GORDON PARK-LI, Clerk  
By: \_\_\_\_\_ Deputy Clerk

Case No. CGC-04-436840

~~PROPOSED~~ JUDGMENT PURSUANT  
TO TERMS OF CONSENT JUDGMENT

Date: July 11, 2005  
Time: 9:30 a.m.  
Dept.: 302  
Judge: Hon. Ronald Evans Quidachay

~~PROPOSED~~ JUDGMENT PURSUANT TO TERMS OF CONSENT JUDGMENT

1 In the above-entitled action, Plaintiff WHITNEY R. LEE MAN, Ph.D. and SALTON, INC.,  
2 TOASTMASTER, INC. and SALTON TOASTMASTER LOGISTICS, LLC. ("Salton"), having  
3 agreed through their respective counsel that judgment be entered pursuant to the terms of the  
4 Stipulation and [Proposed] Order Re: Consent Judgment entered into by the parties, and after issuing  
5 a Stipulation and Order Re: Consent Judgment approving Proposition 65 settlement agreement on  
6 July 11, 2005.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil  
8 Procedure section 664.5, judgment is entered in accordance with the terms of the Order Approving  
9 Proposition 65 Settlement Agreement and Consent Judgment, between the parties.

10  
11 IT IS SO ORDERED.

12 Dated:

JUL 11 2005

RONALD E. QUIDACHAY

Hon. Ronald Evans Quidachay  
JUDGE OF THE SUPERIOR COURT

1 Stephen S. Sayad (State Bar No. 104866)  
2 Laralei C. Paras (State Bar No. 203319)  
3 Daniel Bornstein (State Bar No. 181711)  
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15 Attorneys for Plaintiff  
16 WHITNEY R. LEE MAN, Ph.D.

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE CITY AND COUNTY OF SAN FRANCISCO  
19 UNLIMITED CIVIL JURISDICTION

20 WHITNEY R. LEE MAN, Ph.D.,  
21 Plaintiff,  
22 vs.  
23 SALTON, INC.; SEARS, ROEBUCK AND  
24 CO.; and DOES 1 through 150,  
25 Defendants.

Case No. CGC-04-436840

**[PROPOSED] ORDER PURSUANT TO  
TERMS OF CONSENT JUDGMENT**

Date: July 11, 2005  
Time: 9:30 a.m.  
Dept.: 302  
Judge: Hon. Ronald Evans Quidachay

ENDORSED  
FILED  
San Francisco County Superior Court

JUL 11 2005

GORDON PARK-LI, Clerk  
By: \_\_\_\_\_ Deputy Clerk

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendants  
2 SALTON, INC., TOASTMASTER, INC. and SALTON TOASTMASTER LOGISTICS, LLC.  
3 ("Salton") having agreed through their respective counsel that judgment be entered pursuant to the  
4 terms of the Consent Judgment entered into by the above-referenced parties and attached hereto as  
5 Exhibit A; and after consideration of the papers submitted and the arguments presented, the Court  
6 finds that the settlement agreement set out in the attached Consent Judgment meets the criteria  
7 established by Senate Bill 471, in that:

- 8 1. The health hazard warning that is required by the Consent Judgment complies with  
9 Health & Safety Code section 25249.7 (as amended by Senate Bill 471);
- 10 2. The reimbursement of fees and costs to be paid pursuant to the parties' Consent  
11 Judgment is reasonable under California law; and
- 12 3. The civil penalty amount to be paid pursuant to the parties' Consent Judgment is  
13 reasonable.

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

16 IT IS SO ORDERED.

17 Dated:

JUL 11 2005

RONALD E. QUIDACHAY

\_\_\_\_\_  
Hon. Ronald Evans Quidachay  
JUDGE OF THE SUPERIOR COURT

## **Exhibit A**

1 Stephen S. Sayed (State Bar No. 104866)  
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8 Attorneys for Plaintiff  
9 WHITNEY R. LEEMAN, Ph.D.

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE CITY AND COUNTY OF SAN FRANCISCO  
13 UNLIMITED CIVIL JURISDICTION

14 WHITNEY R. LEEMAN, Ph.D.,

15 Plaintiff,

16 vs.

17 SALTON, INC.; SEARS, ROEBUCK AND  
18 CO., and DOES 1 through 150,

19 Defendants.

Case No. CGC-04-436840

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22 **STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT**

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**1. INTRODUCTION**

1.1 **Plaintiff and Settling Defendant** This Consent Judgment is entered into by and between plaintiff WHITNEY R. LEEMAN, Ph.D (hereafter "Dr. Leeman," "Leeman" or "Plaintiff") and SALTON, INC., TOASTMASTER, INC., and SALTON TOASTMASTER LOGISTICS, LLC (hereafter collectively referred to as "Salton"), with Plaintiff and Salton collectively referred to as the "Parties" and Dr. Leeman and Salton each being a "Party."

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

1           **1.2 Plaintiff** Dr. Leeman is an individual residing in Sacramento, California, who seeks  
2 to promote awareness of exposures to toxic chemicals and improve human health by reducing or  
3 eliminating hazardous substances contained in consumer and industrial products.

4           **1.3 General Allegations** Plaintiff alleges that Salton has manufactured, distributed  
5 and/or sold in the State of California glass and metal clocks that contain lead (and/or lead  
6 compounds) that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986,  
7 California Health & Safety Code §§25249.5, *et seq.*, also known as Proposition 65, to cause both  
8 cancer and birth defects (and other reproductive harm). Lead (and/or lead compounds) shall be  
9 referred to herein as the "Listed Chemicals." Salton denies Plaintiff's allegations.

10           **1.4 Product Descriptions** The products that are covered by this Consent Judgment are  
11 defined as follows: all glass and metal (containing lead) clocks sold by Salton, Inc., Toastmaster,  
12 Inc., or Salton Toastmaster Logistics, LLC. Such products collectively are referred to herein as the  
13 "Products."

14           **1.5 Notices of Violation** On September 3, 2004, Dr. Leeman alleges that she served  
15 Salton, Inc. and Sears, Roebuck and Company, and various public enforcement agencies (including  
16 the Attorney General of the State of California), with documents entitled "60-Day Notice of  
17 Violation" ("Notice") that provided Salton and such public enforcers with notice that alleged that  
18 Salton was in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain  
19 products that it sold expose users in California to the Listed Chemicals.

20           **1.6 Complaints** On December 6, 2004, Dr. Leeman, who is acting in the interest of the  
21 general public in California, filed a complaint (hereafter referred to as the "Complaint" or the  
22 "Action") in the Superior Court for the City and County of San Francisco against Salton, Sears  
23 Roebuck and Company, and Does 1 through 150, alleging violations of Health & Safety Code  
24 §25249.6 based on the alleged exposures to one or more of the Listed Chemicals contained in certain  
25 products sold by Salton, Inc. On or about February 9, 2005, Salton, Inc. filed an Answer to the  
26 Complaint.

27           **1.7 No Admission** Salton denies the material factual and legal allegations contained in  
28 Plaintiff's Notice and Complaint and maintains that all products that it has sold and distributed in

1 California, including the Products, have been and are in compliance with all laws. Nothing in this  
2 Consent Judgment shall be construed as an admission by Salton, Inc., Salton Toastmaster Logistics,  
3 LLC, Toastmaster, Inc. or any other defendant, of any fact, finding, issue of law, or violation of law,  
4 nor shall compliance with this Agreement constitute or be construed as an admission by Salton, Inc.,  
5 Salton Toastmaster Logistics, LLC, Toastmaster, Inc. or any other defendant, of any fact, finding,  
6 conclusion, issue of law or violation of law. However, this section shall not diminish or otherwise  
7 affect the obligations, responsibilities and duties of Salton under this Consent Judgment.

8       **1.8 Consent to Jurisdiction** For purposes of this Consent Judgment only, the Parties  
9 stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint  
10 and personal jurisdiction over Salton as to the acts alleged in the Complaint, that venue is proper in  
11 the County of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment and  
12 to enforce the provisions thereof.

13       **1.9 Effective Date** For purposes of this Consent Judgment, the "Effective Date" shall be  
14 April 1, 2005.

15       **2. INJUNCTIVE RELIEF: PROPOSITION 65 WARNINGS AND REFORMULATION**

16       **2.1 Warning Obligations For Non-Reformulated Products**

17  
18       **2.1.A. Required Warnings** After December 31, 2004, Salton shall not sell or offer  
19 for sale in California any Non-exempt Products containing the Listed Chemicals, unless warnings  
20 are given in accordance with one or more provisions in subsection 2.2 below.

21       **2.1.B. Exceptions** The warning requirements set forth in subsections 2.1.A. and 2.2  
22 below shall not apply to:

- 23               i. any Products manufactured before December 31, 2004; or  
24               ii. Reformulated Products as the term is defined in §2.3 below.

1           2.2    Clear And Reasonable Warnings

2           2.2.A.   Product Labeling A warning is affixed to the packaging, labeling or  
3 directly to or on the Product by Salton or its agent, that states:

4                   **WARNING: The solder materials used on the exterior of this product contain**  
5                   **lead, a chemical known to the State of California to cause birth**  
6                   **defects or other reproductive harm. Please wash hands after**  
7                   **handling.**

8           Warnings issued for any Products pursuant to this subsection shall be prominently placed  
9 with such conspicuousness as compared with other words, statements, designs, or devices as to  
10 render it likely to be read and understood by an ordinary individual under customary conditions of  
11 use or purchase. Any changes to the language or format of the warning required by this subsection  
12 shall only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney  
13 General's Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for the  
14 opportunity to comment; or (3) Court approval.

15           2.2.B.   Point-of-Sale Warnings Salton may execute its warning obligations, where  
16 applicable, through arranging for the posting of signs at retail outlets in the State of California at  
17 which the Products are sold, in accordance with the terms specified in subsections 2.2.B.1., and  
18 2.2.B.2., so long as Salton receives a written commitment from each retailer that it will post the  
19 warning signs.

20                   2.2.B.1.       Point of sale warnings may be provided through one or more  
21 signs posted at or near the point of sale or display of the Products that state:

22                           **WARNING: The solder materials used on the exterior of this product**  
23                           **contains lead, a chemical known to the State of California to**  
24                           **cause birth defects or other reproductive harm. Please**  
25                           **wash hands after handling.**

26                   2.2.B.2.       A point of sale warning provided pursuant to subsection  
27 2.2.B.1 shall be prominently placed with such conspicuousness as compared with other words,  
28 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
individual under customary conditions of use or purchase and shall be placed or written in a manner  
such that the consumer understands to which specific Products the warnings apply. Any changes to

1 the language or format of the warning required for the Products by this subsection shall only be  
2 made following: (1) approval of Plaintiff; (2) approval from the California Attorney General's  
3 Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for the  
4 opportunity to comment; or (3) Court approval.

5 **2.3 Reformulation Standards:** Products satisfying the conditions of section 2.3.A.  
6 through 2.3.C. are referred to as "Reformulated Products."

7 2.3.A. any Product containing 0.1 percent (.1%) lead or less (by weight) in each  
8 material used in the Products (such as solder and came); or

9 2.3.B. Any Product that yields a result of less than 5 micrograms (ugs) of lead by a  
10 GhostWipe test conducted on all metal portions of the perimeter or other surface area of the Product,  
11 performed as outlined in NIOSH method of detection 9100; or

12 2.3.C. Should any court enter a final judgment in a case brought by Dr. Leeman or  
13 the People of the State of California involving glass and metal clocks allegedly containing lead  
14 which sets forth standards defining when Proposition 65 warnings will or will not be required  
15 ("Alternative Standards"), Salton shall be entitled to seek a modification of this Consent Judgment  
16 pursuant to section 15 herein, so as to be able to utilize and rely on such Alternative Standards in lieu  
17 of those set forth in sections 2.3 of this Consent Judgment; Dr. Leeman shall not unreasonably  
18 contest any proposed application to effectuate such a modification provided that the Products for  
19 which such a modification are sought are substantially similar in type and function to those for  
20 which the Alternative Standards apply.

21 **3. MONETARY PAYMENTS**

22 **3.1 Penalties Pursuant To Health & Safety Code §25249.7(b)** Pursuant to Health &  
23 Safety Code 25249.7(b), Salton shall pay a total of \$48,000 in civil penalties in two installments  
24 with the first payment of \$18,000 to be made not later than April 1, 2005, and made payable to  
25 "Chanler Law Group in Trust For Whitney R. Leeman, Ph.D." The second penalty payment of  
26 \$30,000 shall be paid on April 1, 2006. The second payment shall be waived in the event that Salton  
27 certifies on or before March 31, 2006, that 80% or more of the Products it sold in California in  
28

1 calendar year 2005 were Reformulated Products, or that Salton did not sell any Products in  
2 California in calendar year 2005. In order to determine the percentage of Reformulated Products  
3 sold in calendar year 2005, Products manufactured before December 31, 2004 shall not be included.  
4 Any such certification with respect to the percentage of Reformulated Products sold shall specify the  
5 Product (by Product name, SKU or UPC Code) and the number of units sold for each such Product.

6 3.1.A. In the event that Salton pays any penalty and the Consent Judgment is not  
7 thereafter approved and entered by the Court, Dr. Leeman shall return any penalty funds paid under  
8 this agreement within fifteen (15) days of receipt of a written request from Salton following notice of  
9 the issuance of the Court's decision.

10 3.2 Apportionment of Penalties Received After Court approval of this Consent  
11 Judgment pursuant to section 6, all penalty monies received shall be apportioned by Plaintiff in  
12 accordance with Health & Safety Code §25192, with 75% of these funds remitted to the State of  
13 California's Office of Environmental Health Hazard Assessment and the remaining 25% of these  
14 penalty monies retained by Plaintiff as provided by Health & Safety Code §25249.12(d). Plaintiff  
15 shall bear all responsibility for apportioning and paying to the State of California the appropriate  
16 civil penalties paid in accordance with this section.

#### 17 4. REIMBURSEMENT OF FEES AND COSTS

18 4.1 The Parties acknowledge that Plaintiff and her counsel offered to resolve this dispute  
19 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
20 this fee issue to be resolved after the material terms of the agreement had been settled. Salton then  
21 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been  
22 finalized. The Parties then attempted to (and did) reach an accord on the compensation due to  
23 Plaintiff and her counsel under the private attorney general doctrine codified at California Code of  
24 Civil Procedure §1021.5 for all work performed through the Effective Date of the Agreement.  
25 Under the private attorney general doctrine, Salton shall reimburse Plaintiff and her counsel for fees  
26 and costs incurred as a result of investigating, bringing this matter to Salton's attention, litigating  
27 and negotiating a settlement in the public interest. Salton shall pay Plaintiff and her counsel \$47,000  
28

1 for all attorneys' fees, expert and investigation fees, and litigation costs. The payment shall be made  
2 payable to the "Chanler Law Group" and shall be delivered to Plaintiff's counsel in two installments.  
3 The first payment shall be made on or before April 1, 2005, in the amount of \$14,500. The second  
4 payment shall be made on or before May 1, 2005, in the amount of \$32,500. Payment shall be  
5 delivered to Plaintiff's counsel at the following address:

6 CHANLER LAW GROUP  
7 Attn: Clifford A. Chanler  
8 71 Elm Street, Suite 8  
9 New Canaan, CT 06840

10 Except as specifically provided in this Consent Judgment, Salton shall have no further  
11 obligation with regard to reimbursement of Plaintiff's attorneys' fees and costs with regard to the  
12 Products covered in this Action. In the event Salton pays any amount for attorneys' fees and costs  
13 and the Consent Judgment is not thereafter approved and entered by the Court, the Chanler Law  
14 Group shall return any funds paid under this agreement within fifteen (15) days of receipt of a  
15 written request from Salton following notice of the issuance of the Court's decision.

16 **5. RELEASE OF ALL CLAIMS**

17 **5.1 Plaintiff's Release Salton** In further consideration of the promises and agreements  
18 herein contained, and for the payments to be made pursuant to sections 3 and 4, Plaintiff, on behalf  
19 of herself, her past and current agents, representatives, attorneys, successors and/or assignees, and in  
20 the interest of the general public, hereby waives all rights to institute or participate in, directly or  
21 indirectly, any form of legal action and releases all claims, including, without limitation, all actions,  
22 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,  
23 penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and  
24 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent  
25 (collectively "Claims"), against Salton, Salton Toastmaster Logistics, LLC, and Toastmaster, Inc.  
26 and each of its retailers (and specifically including Sears, Roebuck and Company and Wal-Mart  
27 Stores, Inc.), licensors, licensees, auctioneers, dealers, customers, owners, purchasers, users, parent  
28 companies, corporate affiliates, subsidiaries and their respective officers, directors, attorneys,

1 representatives, shareholders, agents, and employees (collectively, "Salton Releasees") arising under  
2 Proposition 65, related to Salton's or the Salton Releasees' alleged failure to warn about exposures  
3 to or identification of Listed Chemicals contained in the Products.

4 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
5 binding resolution of any violation of Proposition 65 that has been or could have been asserted in the  
6 Complaint against Salton or Salton Releasees' for their alleged failure to provide clear and  
7 reasonable warnings of exposure to or identification of Listed Chemicals in the Products.

8 In addition, Plaintiff, on behalf of herself, her attorneys, and their agents, waives all rights to  
9 institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
10 against the Salton Releasees arising under Proposition 65 related to each of the Salton Releasees'  
11 alleged failures to warn about exposures to or identification of Listed Chemicals contained in the  
12 Products and for all actions or statements made by Salton or its attorneys or representatives, in the  
13 course of responding to alleged violations of Proposition 65 by Salton. Provided however, Plaintiff  
14 shall remain free to institute any form of legal action to enforce the provisions of this Consent  
15 Judgment.

16 It is specifically understood and agreed that the Parties intend that Salton's compliance with  
17 the terms of this Consent Judgment resolves all issues and liability, now and in the future (so long as  
18 Salton complies with the terms of the Consent Judgment) concerning Salton's and the Salton  
19 Releasees' compliance with the requirements of Proposition 65, as to the Listed Chemicals in the  
20 Products.

21 **5.2 Salton's Release of Plaintiff** Salton and the Salton Releasees (and specifically  
22 including Sears, Roebuck and Company and Wal-Mart Stores, Inc.) waive all rights to institute any  
23 form of legal action against Plaintiff, or her attorneys or representatives, for all actions taken or  
24 statements made by Plaintiff and her attorneys or representatives, in the course of seeking  
25 enforcement of Proposition 65 in this Action.

## 26 **6. COURT APPROVAL**

27 This Consent Judgment is not effective until it is approved and entered by the Court and shall  
28 be null and void if, for any reason, it is not approved and entered by the Court within one year after

1 it has been fully executed by all Parties, in which event any monies that have been provided to  
2 Plaintiff or her counsel pursuant to section 3 and/or section 4 above, shall be refunded within fifteen  
3 (15) days.

4 **7. SEVERABILITY**

5 If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
6 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions  
7 remaining shall not be adversely affected.

8 **8. ATTORNEYS' FEES**

9 In the event that a dispute arises with respect to any provision(s) of this Consent Judgment,  
10 the prevailing party shall, except as otherwise provided herein, be entitled to recover reasonable and  
11 necessary costs and reasonable attorneys' fees incurred from the resolution of such dispute.

12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of California  
14 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise  
15 rendered inapplicable by reason of law generally, or as to the Products specifically, then Salton shall  
16 have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that,  
17 those Products are so affected.

18 **10. NOTICES**

19 All correspondence and notices required to be provided pursuant to this Consent Judgment  
20 shall be in writing and personally delivered or sent by: (i) first-class, registered, certified mail, return  
21 receipt requested or (ii) overnight courier on either Party by the others at the following addresses.

22 To Salton:

23 Marc Levenstein, Esq.  
24 General Counsel  
25 Salton, Inc.  
26 1955 West Field Ct.  
27 Lake Forest, IL 60045  
28

1 With a copy to:

2 Donald M. Carley, Esq.  
3 SONNENSCHN NATH & ROSENTHAL LLP  
4 685 Market Street, 6<sup>th</sup> Floor  
5 San Francisco, CA 94105

6 To Plaintiff:

7 Clifford A. Chanler, Esq.  
8 Chanler Law Group  
9 71 Elm Street, Suite 8  
10 New Canaan, CT 06840

11 Any Party, from time to time, may specify in writing to the other Party a change of address to  
12 which all notices and other communications shall be sent.

13 **11. NO ADMISSIONS**

14 Nothing in this Consent Judgment shall constitute or be construed as an admission by Salton,  
15 Salton Toastmaster Logistics, LLC, Toastmaster, Inc. or any other defendant, of any fact, finding,  
16 conclusion, issue of law, or violation of law, nor shall compliance with this Consent Judgment  
17 constitute or be construed as an admission by Salton, Salton Toastmaster Logistics, LLC,  
18 Toastmaster, Inc., or any other defendant, of any fact, finding, conclusion, issue of issue of law, or  
19 violation of law, such being specifically denied by Salton. Salton reserves all of its rights and  
20 defenses with regard to any claim by any party under Proposition 65 or otherwise. However, this  
21 section shall not diminish or otherwise affect Salton's obligations, responsibilities and duties under  
22 this Consent Judgment.

23 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

24 This Consent Judgment may be executed in counterparts and by facsimile, each of which  
25 shall be deemed an original, and all of which, when taken together, shall constitute one and the same  
26 document.

27 **13. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(F)**

28 Plaintiff agrees to comply with the reporting form requirements referenced in Health &  
Safety Code §25249.7(I). Pursuant to regulations promulgated under that section, Plaintiff shall  
present this Consent Judgment to the California Attorney General's Office within two (2) days after  
receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment will then

1 be served on the Attorney General's Office at least forty-five (45) days prior to the date a hearing is  
2 scheduled on such motion in the Superior Court for the City and County of San Francisco unless the  
3 Court allows a shorter period of time.

4 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

5 The Parties shall mutually employ their best efforts to support the entry of this Agreement as  
6 a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner.  
7 The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a noticed motion is  
8 required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties agree to file  
9 a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which Plaintiff's  
10 counsel shall prepare, within a reasonable period of time after the Execution Date (*i.e.*, not to exceed  
11 fourteen (14) days unless otherwise agreed to by the Parties' counsel based on unanticipated  
12 circumstances). Plaintiff's counsel shall prepare a declaration in support of the Joint Motion that  
13 shall, *inter alia*, set forth support for the fees and costs to be reimbursed pursuant to Section 4,  
14 within a reasonable period of time after the Execution Date (*i.e.*, not to exceed twenty-one (21) days  
15 unless otherwise agreed to by the Parties' counsel based on unanticipated circumstances). Salton  
16 shall have no additional responsibility to Plaintiff's counsel pursuant to Code of Civil Procedure  
17 §1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to the  
18 preparation and filing of the Joint Motion and its supporting declaration or with regard to Plaintiff's  
19 counsel appearing for a hearing or related proceedings thereon.

20 **15. DISMISSAL**

21 Within fifteen (15) days of Entry of Order by the Court approving the Joint Motion to  
22 Approve the Agreement, Plaintiff shall file a Request for Dismissal dismissing defendant Sears,  
23 Roebuck and Company without prejudice from this case.

24 In addition, no later than fifteen (15) days after Entry of Order by the Court approving the  
25 Joint Motion to Approve the Agreement, Plaintiff shall file a Request for Dismissal dismissing the  
26 complaint styled, *Whitney R. Leeman, Ph.D. v. Toastmaster, Inc.; Wal-Mart Stores, Inc.; and Does 1*  
27 *through 150*, Alameda County Superior Court, Hayward Branch, Case No. HG-04-188888, in its  
28 entirety.

1 **16. MODIFICATION**

2 This Consent Judgment may be modified only by: (1) written agreement of the Parties and  
3 upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party as  
4 provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney  
5 General shall be served with notice of any proposed modification to this Consent Judgment at least  
6 fifteen (15) days in advance of its consideration by the Court.

7 **17. AUTHORIZATION**

8 The undersigned are authorized to execute this Consent Judgment on behalf of their  
9 respective Parties and have read, understood and agree to all of the terms and conditions of this  
10 Consent Judgment.

11 **AGREED TO:**

**AGREED TO:**

12  
13 Date: 5/2/05

Date: \_\_\_\_\_

14  
15 By: [Signature]  
16 Plaintiff Whitney R. Leeman, Ph.D

By: \_\_\_\_\_  
Defendant Salton, Inc.

17 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

18  
19 Date: April 1, 2005

Date: \_\_\_\_\_

20 CHANLER LAW GROUP

SONNENSCHN NATH & ROSENTHAL LLC

21 By: [Signature]  
22 Clifford A. Chanler  
23 Attorneys for Plaintiff  
24 WHITNEY R. LEEMAN, Ph.D

By: \_\_\_\_\_  
Donald M. Carley  
Attorneys for Defendant  
SALTON, INC.

25 **IT IS SO ORDERED.**

26 Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 **16. MODIFICATION**

2 This Consent Judgment may be modified only by: (1) written agreement of the Parties and  
3 upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party as  
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6 fifteen (15) days in advance of its consideration by the Court.

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9 respective Parties and have read, understood and agree to all of the terms and conditions of this  
10 Consent Judgment.

11 **AGREED TO:**

**AGREED TO:**

12 Date: \_\_\_\_\_

Date: \_\_\_\_\_

13 By: \_\_\_\_\_  
14 Plaintiff Whitney R. Leeman, Ph.D

15 By: Mark Levanston  
16 Defendant Salton, Inc.

17 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

18 Date: \_\_\_\_\_

Date: \_\_\_\_\_

19 **CHANLER LAW GROUP**

**SONNENSCHEN NATH & ROSENTHAL LLC**

20 By: \_\_\_\_\_  
21 Clifford A. Chanler  
22 Attorneys for Plaintiff  
23 WHITNEY R. LEEMAN, Ph.D

24 By: \_\_\_\_\_  
25 Donald M. Carley  
26 Attorneys for Defendant  
27 SALTON, INC.

28 **IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 **16. MODIFICATION**

2 This Consent Judgment may be modified only by: (1) written agreement of the Parties and  
3 upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party as  
4 provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney  
5 General shall be served with notice of any proposed modification to this Consent Judgment at least  
6 fifteen (15) days in advance of its consideration by the Court.

7 **17. AUTHORIZATION**

8 The undersigned are authorized to execute this Consent Judgment on behalf of their  
9 respective Parties and have read, understood and agree to all of the terms and conditions of this  
10 Consent Judgment.

11 **AGREED TO:**

**AGREED TO:**

12  
13 Date: \_\_\_\_\_

Date: \_\_\_\_\_

14  
15 By: \_\_\_\_\_  
16 Plaintiff Whitney R. Leeman, Ph.D

By: \_\_\_\_\_  
Defendant Salton, Inc.

17  
18 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

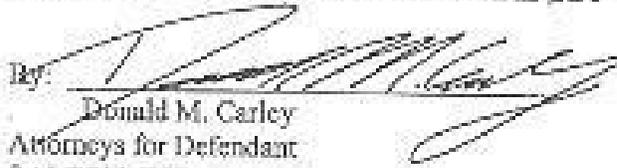
19 Date: \_\_\_\_\_

Date: April 4, 2005

20  
21 CHANLER LAW GROUP

SONNENSCHEN NATH & ROSENTHAL LLC

22 By: \_\_\_\_\_  
23 Clifford A. Chanler  
24 Attorneys for Plaintiff  
25 WHITNEY R. LEEMAN, Ph.D

By:   
26 Donald M. Carley  
27 Attorneys for Defendant  
28 SALTON, INC.

**IT IS SO ORDERED:**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT