

1 In the above-entitled action, Plaintiff Whitney R. Leeman, Ph.D. and Defendant Dan-Doe
2 International Limited, 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 issuing an Order
4 Approving Proposition 65 Settlement Agreement and Consent Judgment on July 1, 2005;

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

8 **IT IS SO ORDERED.**

9 Dated: **JUL 11 2005**

10 
11 Hon. James L. Warren
12 JUDGE OF THE SUPERIOR COURT *JLW*

ORIGINAL

1 CLIFFORD A. CHANLER (S.B. NO. 135534)
2 CHANLER LAW GROUP
3 71 Elm Street, Suite 8
4 New Canaan, CT 06840
5 Tel: (203) 966-9911
6 Fax: (203) 801-5222

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

9 ROBERT L. FALK (S.B. NO. 142007)
10 WILLIAM F. TARANTINO (S.B. NO. 215343)
11 MILES H. IMWALLE (S.B. NO. 230244)
12 MORRISON & FOERSTER LLP
13 425 Market Street
14 San Francisco, California 94105 2482
15 Tel: (415) 268 7000
16 Fax: (415) 268-7522

17 Attorneys for Defendant
18 DAN-DEE INTERNATIONAL LIMITED

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SAN FRANCISCO
21 UNLIMITED JURISDICTION

22 WHITNEY R. LEEMAN, Ph.D.,

23 Plaintiff,

24 v.

25 DAN-DEE INTERNATIONAL LIMITED;
26 MICHAELS STORES, INC., and DOES 1
through 150,

Defendants.

Case No. CGC-04-436843

~~PROPOSED~~ ORDER APPROVING
PROPOSITION 65 SETTLEMENT AND
CONSENT JUDGMENT

Hearing: July 1, 2005
Time: 9:30 am
Dept: 301
Judge: Hon. James L. Warren
Action Filed: December 6, 2004
Trial Date: None set

[Proposed] Order Approving Proposition 65 Settlement and Consent Judgment
Case No. CGC 04-436843

FILED
San Francisco County Superior Court

JUL 14 2005

GORDON PARK-LI, Clerk

BY: *Gordon Park-Li* Deputy Clerk

1 Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendant DAN-DEE INTERNATIONAL
2 LIMITED ("Defendant"), having agreed through their respective counsel that judgment be entered
3 pursuant to the terms of the Consent Judgment entered into by the above-referenced parties and
4 attached hereto as Exhibit 1; and after consideration of the papers submitted and the arguments
5 presented, the Court finds that the settlement agreement set out in the attached Consent Judgment
6 meets the criteria established by Health & Safety Code section 25249.7, in that:

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

13
14 Accordingly, IT IS HEREBY ORDERED that Judgment be entered in the case referenced
15 above, in accordance with the terms of the Consent Judgment, attached hereto as Exhibit 1.

16
17
18 Dated: _____, 2005

JUL 11 2005

19 
20 Hon. James F. Warren
21 Judge of the San Francisco Superior Court 

Exhibit A

1 CLIFFORD A. CHANLER (State Bar No. 135534)
2 CHANLER LAW GROUP
3 71 Elm Street, Suite 8
4 New Canaan, CT 06840
5 Telephone: (203) 966-9911
6 Facsimile (203) 801-5222

7 Attorneys for Plaintiff
8 Whitney R. Leeman

9 ROBERT L. FALK (State Bar No. 142007)
10 WILLIAM F. TARANTINO (State Bar No. 215343)
11 MORRISON & FOERSTER
12 425 Market Street
13 San Francisco, California 94105-2482
14 Telephone: (415) 268-7000
15 Facsimile: (415) 268-7522

16 Attorneys for Defendants
17 Dan-Dee International Ltd.
18 and Michael's Stores, Inc.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SAN FRANCISCO
21 UNLIMITED JURISDICTION

22 WHITNEY R. LEEMAN,

23 Plaintiff,

24 v.

25 DAN-DEE INTERNATIONAL LIMITED;
26 MICHAEL'S STORES, INC. and DOES 1
27 through 50,

28 Defendants.

Case No. CGC 04-436843

CONSENT JUDGMENT

1. INTRODUCTION

1.1 Plaintiff and Settling Defendant. This Consent Judgment is entered into by and between plaintiff Whitney R. Leeman (hereafter "Leeman" or "Plaintiff") and defendant Dan-Dee

CONSENT JUDGMENT
Case No. CGC 04-436843

EXHIBIT 1

1 International Limited ("Dan-Dee" or "Defendant"), with Plaintiff and Defendant collectively
2 referred to as the "Parties" and Leeman and Dan-Dee each being a "Party."

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

6 1.3 General Allegations. Plaintiff alleges that Defendant has manufactured,
7 distributed and/or sold in the State of California ceramicware and other tableware products with
8 colored artwork, designs or markings on the exterior surface with materials in that colored
9 artwork, designs or markings that contain cadmium and/or lead, which are listed pursuant to the
10 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
11 §§ 25249.5 et seq., also known as Proposition 65, to cause cancer and birth defects and other
12 reproductive harm. Lead (and/or lead compounds) and cadmium shall be referred to herein as
13 "Listed Chemicals."

14 1.4 Product Descriptions. The products that are covered by this Consent Judgment
15 are defined as follows: mugs and other ceramic products manufactured, sold and/or distributed by
16 Defendant in California with colored artwork, designs or markings on the exterior surface
17 including, by way of example and without limitation, products contained in the items listed at
18 Exhibit A. Such products collectively are referred to herein as the "Products."

19 1.5 Notices of Violation. Beginning on September 3, 2004, Leeman served
20 Defendant and various public enforcement agencies with documents, entitled "60-Day Notice of
21 Violation" ("Notice") that provided Defendant and such public enforcers with notice that alleged
22 that Defendant was in violation of Health & Safety Code § 25249.6 for failing to warn purchasers
23 that certain products that they sold expose users in California to the Listed Chemicals.

24 1.6 Complaint. On December 6, 2004, Leeman, in the interest of the general public
25 in California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the
26 Superior Court for the City and County of San Francisco against Defendant, Michael's Stores,
27 Inc. ("Michael's Stores") and Does 1 through 50, alleging violations of Health & Safety Code
28

1 § 25249.6 based on the alleged exposures to one or more of the Listed Chemicals contained in
2 certain products sold by Defendant.

3 1.7 **No Admission.** Defendant denies the material factual and legal allegations
4 contained in Plaintiff's Notices and Complaint and maintain that all products that it has sold and
5 distributed in California including the Products have been and are in compliance with all laws.
6 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
7 finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or
8 be construed as an admission by Defendant of any fact, finding, conclusion, issue of law or
9 violation of law. However, this section shall not diminish or otherwise affect the obligations,
10 responsibilities and duties of Defendant under this Consent Judgment.

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

16 1.9 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall be
17 March 1, 2005.

18 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

19 **2.1 Warning Obligations**

20 (a) **Required Warnings.** After April 30, 2005, Defendant shall not ship or
21 offer to ship for sale in California any Products containing the Listed Chemicals, unless warnings
22 are given in accordance with one or more provisions in subsection 2.2 below.

23 (b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and
24 2.2 below shall not apply to:

- 25 (i) any Products manufactured before April 30, 2005, or
26 (ii) Reformulated Products.

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1 California at which Products are sold, in accordance with the terms specified in
2 subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

3 (i) Point of Sale warnings may be provided through one or more signs
4 posted at or near the point of sale or display of the Products that state:

5 **WARNING: The materials used as colored decorations on the**
6 **exterior of this product contain lead, a chemical**
7 **known to the State of California to cause birth**
8 **defects or other reproductive harm.**

9 or

10 **WARNING: The materials used as colored decorations on the**
11 **exterior of tableware products sold in this store**
12 **contain lead, a chemical known to the State of**
13 **California to cause birth defects or other**
14 **reproductive harm.²**

15 or

16 **WARNING: The materials used as colored decorations on the**
17 **exterior of the following tableware products sold**
18 **in this store contain lead, a chemical known to**
19 **the State of California to cause birth defects or**
20 **other reproductive harm.**

21 (ii) A point of sale warning provided pursuant to subsection 2.2(b)(i)
22 shall be prominently placed with such conspicuousness as compared with other words,
23 statements, designs, or devices as to render it likely to be read and understood by an ordinary
24 individual under customary conditions of use or purchase and shall be placed or written in a
25 manner such that the consumer understands to which specific Products the warnings apply so as
26 to minimize, if not eliminate, the chances that an overwarning situation will arise. Any changes
27 to the language or format of the warning required for Products by this subsection shall only be
28 made following: (1) approval of Plaintiff; (2) approval from the California Attorney General's

² The posting instructions shall instruct that the sign is intended for use only where the recipient establishment uses or sells non-Reformulated Products and that if the establishment uses both Reformulated Products and non-Reformulated Products, a sign delineating the names of the (specific) Products for which the warning is being given will need to be indicated on the sign.

1 Office, provided that written notice of at least fifteen (15) days is given to Plaintiff for the
2 opportunity to comment; or (3) Court approval.

3 (iii) If Dan-Dee intends to utilize point of sale warnings to comply with
4 this Consent Judgment, it must provide notice as required by this Consent Judgment to each
5 retailer to whom it ships the Products for sale in California and obtain the written consent of such
6 retailer before shipping the Products. Such notice shall include a copy of this Consent Judgment
7 and any required warning materials (including, as appropriate, signs and/or stickers). If Dan-Dee
8 obtains the consent of a retailer, Dan-Dee shall not be found to have violated this Consent
9 Judgment if it has complied with the terms of this Consent Judgment and has proof that it
10 transmitted the requisite warnings in the manner provided herein.

11 2.3 Reformulation Standards. Products satisfying the conditions of section 2.3(a),
12 2.3(b), 2.3(c) and 2.3(d), are to be considered "Reformulated Products and are defined as follows:

13 (a) If the colored artwork, designs or markings on the exterior surface of the
14 Product (i) does not extend into the top 20 millimeters on the exterior of the ware (i.e., appears
15 only below the lip and rim area as defined by American Society of Testing and Materials
16 Standard Test Method C 927-99, hereinafter the "Lip and Rim Area"), or if the Product otherwise
17 is conspicuously labeled as "Not for Food Use," and (ii) produce a test result no higher than
18 1.0 micrograms (ug) of lead and 4.0 micrograms (ug) or less of cadmium using a Ghost Wipe™
19 test applied on all decorated portions of the surface of the Product performed as outlined in
20 NIOSH method no. 9100; or

21 (b) If the colored artwork, designs or markings on the exterior surface of the
22 Product (i) do not extend to the Lip and Rim Area, or if the Product otherwise is conspicuously
23 labeled as "Not for Food Use," and (ii) the Product is made out of ceramic material and (iii) the
24 Product achieves a result of 0.99 ppm or less for lead or 3.96 ppm or less for cadmium when
25 tested under the protocol attached hereto as Exhibit B (the ASTM C927-99 test method, modified
26 for total immersion and comparison to internal volume), and (iv) the Product is manufactured on
27 or before December 31, 2007; or

1 (c) (i) If the colored artwork, designs or markings on the exterior surface of the
2 Product extends into the exterior Lip and Rim Area of the Product and the Product is not
3 conspicuously labeled as "Not for Food Use" but otherwise meets the standard set forth under
4 Paragraph 2.2(a)(ii) above, and (ii) the Product yields a test result of 0.5 micrograms/milliliter
5 (ug/ml) of lead or less and a result of 2.0 ug/ml of cadmium or less using ASTM method C 927-
6 99 is achieved; or

7 (d) If the Product utilizes paints for all colored artwork, designs or markings
8 containing six one-hundredths of one percent (0.06%) lead by weight or less and twenty-four one
9 hundredths of one percent (0.24%) cadmium by weight or less as measured at Defendant's option,
10 either before or after the material is fired onto (or otherwise affixed to) the Product, using EPA's
11 Test Method 3050B;

12 **2.4 Reformulation Commitment.** By entering into this Stipulation and Consent
13 Judgment, Defendant hereby commits that as a continuing matter of corporate policy, it intends to
14 undertake good faith efforts, to ensure that as many Products as reasonably possible shall qualify
15 as Reformulated Products, with the commitment to reach 80% (eighty percent) or more
16 Reformulated Products for Products manufactured on or after December 31, 2005, and the
17 commitment to make commercially reasonable efforts thereafter to reach 100% (one-hundred
18 percent) Reformulated Products.

19 **3. MONETARY PAYMENTS.**

20 **3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to
21 Health & Safety Code Section 25249.7(b), Defendant shall pay: (1) \$10,000 in civil penalties
22 with 75% of the amount going to the State of California; and (2) \$18,000 to the Public Health
23 Trust in lieu of a civil penalty pursuant to 11 OCR §3203(b) to test consumer products for the
24 presence of one or more reproductive toxicants and carcinogens listed by the State of California
25 pursuant to 22 CCR §12000. These payments shall be made payable to "Chandler Law Group in
26 Trust For Whitney R. Loeman," and shall be delivered to Plaintiff's counsel on or before
27 February, 28, 2005 at the following address:
28 |

1 CHANLER LAW GROUP
2 Attn: Clifford A. Chanler
3 71 Elm Street, Suite 8
4 New Canaan, CT 06840

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

9 (b) The Parties agree that Defendant's potential interest in and ability to
10 acquire and market Reformulated Products is to be accounted for in this section and, since it is
11 not a remedy provided for by law, the absence of Defendant previously acquiring, manufacturing,
12 marketing or selling Reformulated Products is not relevant to the establishment of a penalty
13 amount pursuant to section 3.1 above.

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

21 **4. REIMBURSEMENT OF FEES AND COSTS**

22 4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this
23 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
24 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
25 Defendant then expressed a desire to resolve the fee and cost issue shortly after the other
26 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
27 the compensation due to Plaintiff and his counsel under the private attorney general doctrine
28 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date
of the Agreement. Under the private attorney general doctrine codified at Code of Civil

1 Procedure § 1021.5, Defendant shall reimburse Plaintiff and her counsel for fees and costs,
2 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating and
3 negotiating a settlement in the public interest. Specifically, Defendant shall pay Plaintiff and her
4 counsel \$47,000 for all attorneys' fees, expert and investigation fees, and litigation costs. The
5 payment shall be made payable to the "Chanler Law Group" and shall be delivered to Plaintiff's
6 counsel on or before February 28, 2005, at the following address:

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

10 Except as specifically provided in this Consent Judgment, Defendant shall have no further
11 obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with regard to the
12 Products covered in this Action.

13 **5. RELEASE OF ALL CLAIMS**

14 5.1 **Plaintiff's Release of Defendant.** In further consideration of the premises and
15 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,
16 Plaintiff, on behalf of herself, her past and current agents, representatives, attorneys, successors
17 and/or assigns, and in the interest of the general public, hereby waives all rights to institute or
18 participate in, directly or indirectly, any form of legal action and release all claims, including,
19 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,
20 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,
21 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or
22 unknown, fixed or contingent (collectively "Claims"), against Defendant and each of its
23 distributors, wholesalers, licensors, licensees, auctioneers, retailers, dealers, customers, owners,
24 purchasers, users, parent companies, corporate affiliates, subsidiaries and their respective officers,
25 directors, attorneys, representatives, shareholders, agents, and employees (collectively,
26 "Defendant's Releasees") arising under Proposition 65, Business & Professions Code § 17200 et
27 seq. and Business & Professions Code § 17500 et seq., related to Defendant's or Defendant's
28

1 Releasees' alleged failure to warn about exposures to or identification of Listed Chemicals
2 contained in the Products.

3 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
4 binding resolution of any violation of Proposition 65, Business & Professions Code
5 §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, that have been or could
6 have been asserted in the Complaints against Defendant for its 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, waive all rights
9 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims
10 against the Defendant's Releasees arising under Proposition 65, Business & Professions Code
11 §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*, related to each of the
12 Defendants Releasees' alleged failures to warn about exposures to or identification of Listed
13 Chemicals contained in the Products and for all actions or statements made by Defendant or its
14 attorneys or representatives, in the course of responding to alleged violations of Proposition 65,
15 Business & Professions Code §§ 17200 *et seq.* or Business & Professions Code §§ 17500 *et seq.*
16 by Defendant. Provided however, Plaintiff shall remain free to institute any form of legal action
17 to enforce the provisions of this Consent Judgment.

18 It is specifically understood and agreed that the Parties intend that Defendant's
19 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in
20 the future (so long as Defendant complies with the terms of the Consent Judgment) concerning
21 Defendant and the Defendant's Releasees' compliance with the requirements of Proposition 65,
22 Business and Professions Code §§ 17200 *et seq.* and Business & Professions Code §§ 17500 *et seq.*
23 *et seq.*, as to the Listed Chemicals in the Products. Additionally, the Parties expressly agree that
24 nothing in this Section, 5.1, shall be construed to provide a release of liability: (a) to suppliers of
25 Products to Michael's Stores other than Dan-Dec; or (b) to Michael's Stores for the sale of
26 Products other than those supplied to Michael's Stores by Dan-Dec.

27 5.2 Defendant's Release of Plaintiff. Defendant waives all rights to institute any
28 form of legal action against Plaintiff, or their attorneys or representatives, for all actions taken or

1 statements made by Plaintiff and her attorneys or representatives, in the course of seeking
2 enforcement of Proposition 65, Business & Professions Code §§ 17200 et seq. or Business &
3 Professions Code §§ 17500 et seq. in this Action.

4 **6. COURT APPROVAL**

5 This Consent Judgment is not effective until it is approved and entered by the Court and
6 shall be null and void if, for any reason, it is not approved and entered by the Court within one
7 year after it has been fully executed by all Parties, in which event any monies that have been
8 provided to Plaintiff or her counsel pursuant to section 3 and/or section 4 above, shall be refunded
9 within fifteen (15) days.

10 **7. SEVERABILITY**

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

14 **8. ATTORNEYS' FEES**

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

19 **9. GOVERNING LAW**

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

25 **10. NOTICES**

26 All correspondence and notices required to be provided pursuant to this Consent Judgment
27 shall be in writing and personally delivered or sent by: (i) first-class, registered, certified mail,
28 return receipt requested or (ii) overnight courier on either Party by the other at the addresses listed

1 below. Either Party, from time to time, may specify a change of address to which all notices and
2 other communications shall be sent.

3		
4	For Plaintiff:	For Defendant:
5	Chanler Law Group	Robert L. Falk
6	Attn: Clifford A. Chanler	Marrison & Foerster LLP
7	71 Elm Street, Suite 8	425 Market Street
	New Canaan, CT 06840	San Francisco, CA 94105-2482

8 **11. NO ADMISSIONS**

9 Nothing in this Consent Judgment shall constitute or be construed as an admission by
10 Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance
11 with this Consent Judgment constitute or be construed as an admission by Defendant of any fact,
12 finding, conclusion, issue of issue of law, or violation of law, such being specifically denied by
13 Defendant. Defendant reserves all of its rights and defenses with regard to any claim by any
14 party under Proposition 65 or otherwise. However, this section shall not diminish or otherwise
15 affect Defendant's obligations, responsibilities and duties under this Consent Judgment.

16 **12. COUNTERPARTS; FACSIMILE SIGNATURES**

17 This Consent Judgment may be executed in counterparts and by facsimile, each of which
18 shall be deemed an original, and all of which, when taken together, shall constitute one and the
19 same document. Upon the execution of this Consent Judgment by all Parties, Plaintiff shall file a
20 dismissal without prejudice of Michael's Stores from this Action.

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

22 Plaintiff agrees to comply with the reporting form requirements referenced in Health &
23 Safety Code § 25249.7(I). Pursuant to regulations promulgated under that section, Plaintiff shall
24 present this Consent Judgment to the California Attorney General's Office within two (2) days
25 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment
26 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date

1 a hearing is scheduled on such motion in the Superior Court for the City and County of
2 San Francisco unless the Court allows a shorter period of time.

3 **14. ADDITIONAL POST EXECUTION ACTIVITIES**

4 The Parties shall mutually employ their best efforts to support the entry of this Agreement
5 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
6 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
7 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
8 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which
9 Defendant's counsel shall prepare, within a reasonable period of time after the Execution Date
10 (i.e., not to exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based on
11 unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the
12 Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be reimbursed
13 pursuant to Section 4. Defendant shall have no additional responsibility to Plaintiff's counsel
14 pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs
15 incurred with respect to the preparation and filing of the Joint Motion and its supporting
16 declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings
17 thereon.

18 **15. MODIFICATION**

19 This Consent Judgment may be modified, including pursuant to section 2.3(e) above, only
20 by: (1) written agreement of the Parties and upon entry of a modified Consent Judgment by the
21 Court thereon, or (2) motion of any Party as provided by law and upon entry of a modified
22 Consent Judgment by the Court. The Attorney General shall be served with notice of any
23 proposed modification to this Consent Judgment at least fifteen (15) days in advance of its
24 consideration by the Court.

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16. AUTHORIZATION

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

AGREED TO:

AGREED TO:

Date: _____

Date: _____

By:
Plaintiff Whitney R. Leeman

By:
Defendant Dan-Dee International Limited

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____
CHANLER LAW GROUP

Date: 2/28/05
MORRISON & FOERSTER LLP

By:
Clifford A. Chanler
Attorneys for Plaintiff
WHITNEY R. LEEMAN

By: 
Robert L. Falk
Attorneys for Defendants
DAN-DEE INTERNATIONAL LIMITED

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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16. AUTHORIZATION

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

AGREED TO:

AGREED TO:

Date: _____

Date: _____

By:
Plaintiff Whitney R. Leeman

By: *[Signature]*
Defendant Dan-Dee International Limited

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____
CHANDLER LAW GROUP

Date: _____
MORRISON & FORSTER LLP

By:
Clifford A. Chandler
Attorneys for Plaintiff
WHITNEY R. LEEMAN

By:
Robert L. Falk
Attorneys for Defendants
DAN-DEE INTERNATIONAL LIMITED

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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16. AUTHORIZATION

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

AGREED TO:

AGREED TO:

Date: _____

Date: _____

By:
Plaintiff Whitney R. Leeman

By:
Defendant Dan-Dee International Limited

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: Cliff A
CLANER LAW GROUP

Date: _____
MORRISON & FOERSTER LLP

By:
Clifford A. Chaner
Attorneys for Plaintiff
WHITNEY R. LEEMAN

By:
Robert L. Falk
Attorneys for Defendants
DAN-DEE INTERNATIONAL LIMITED

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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16. AUTHORIZATION

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

AGREED TO:

AGREED TO:

Date: 7/23/05

Date: _____

By: Whitney Leeman
Plaintiff Whitney R. Leeman

By: _____
Defendant Dan-Dee International Limited

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: _____
CHANLER LAW GROUP

Date: _____
MORRISON & FOERSTER LLP

By: _____
Clifford A. Chasler
Attorneys for Plaintiff
WHITNEY R. LEE MAN

By: _____
Robert L. Falk
Attorneys for Defendants
DAN-DEE INTERNATIONAL LIMITED

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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Exhibit A

All ceramic mugs and tableware with colored designs and/or artwork on the exterior, including but not limited to Dan Dee items nos.:

E482946-1
H13106
V28281-1
V30841-1
V30934-1
V482744
X385272-1
X39012
X39147
Y38408-1
Y393960-1
Y393960-1
Y393961-1
Y393966
Y400017-1
Y401060
Y401354-1
Y404573
Y91677