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ENDORSED
FILED
San Francisco County Superior Court

SEP 29 2005

4 Stephen S. Sayad (State Bar No. 104866)
5 Daniel Bornstein (State Bar No. 181711)
Laralei S. Paras (State Bar No. 203319)
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GORDON PARK-LI, Clerk
BY: MARJORIE SCHWARTZ-SCOTT
Deputy Clerk

9 Attorneys for Plaintiff
Whitney Leeman, Ph.D.

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

14 WHITNEY LEEMAN, Ph.D.,
15 Plaintiff,
16 v.
17 ROBINSONS-MAY DEPARTMENT STORE;
18 THE MAY DEPARTMENT STORES
19 COMPANY; and DOES 1 through 150,
20 Defendants.

Case No. CGC-04-437019

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

Date: September 29, 2005
Time: 9:30 A.M.
Dept.: 301
Judge: Hon. James L. Warren

1 In the above-entitled action, Plaintiff WHITNEY LEEMAN, Ph.D. and Defendant THE
2 MAY DEPARTMENT STORES COMPANY, having agreed through their respective counsel
3 that judgment be entered pursuant to the terms of the Stipulation and [Proposed] Order Re:
4 Consent Judgment ("Consent Judgment") entered into by the above-referenced parties and
5 attached hereto as **Exhibit A**; and after consideration of the papers submitted and the arguments
6 presented, the Court finds that the settlement agreement set out in the attached Consent Judgment
7 meets the criteria 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 §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: September 29, 2005

18 PAUL H. ALVARADO
19 Hon. ~~James L. Warren~~ PAUL H. ALVARADO
20 JUDGE OF THE SUPERIOR COURT

Exhibit A

1 Laralei S. Paras (State Bar No. 203319)
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3 655 Redwood Highway, Suite 216
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13 Attorneys for Plaintiff
14 WHITNEY LEEMAN, Ph.D.

15 Gary A. Meyer (State Bar No. 094144)
16 Mary E. Henderson (State Bar No. 235256)
17 PARKER, MILLIKEN, CLARK, O'HARA & SAMUELIAN
18 A Professional Corporation
19 333 South Hope St., 27th Floor
20 Los Angeles, CA 90071-1488
21 Telephone: (213) 683-6500
22 Facsimile: (213) 683-6669

23 Attorneys for Defendants
24 ROBINSONS-MAY DEPARTMENT STORE; THE MAY
25 DEPARTMENT STORES COMPANY

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 CITY AND COUNTY OF SAN FRANCISCO
28 UNLIMITED JURISDICTION

WHITNEY LEEMAN, Ph.D.,

Plaintiff,

v.

ROBINSONS-MAY DEPARTMENT STORE;
THE MAY DEPARTMENT STORES
COMPANY; and DOES 1 through 150,

Defendants.

Case No. CGC 04-437019

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

1 **1. INTRODUCTION.**

2 **1.1 Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and
3 between plaintiff Whitney Leeman (hereafter "Leeman" or "Plaintiff") and Defendant The May
4 Department Stores Company (hereafter "Defendant"), with Plaintiff and Defendant collectively
5 referred to as the "Parties" and Leeman and Defendant each being a "Party."

6 **1.2 Plaintiff.** Leeman is an individual residing in Northern California who seeks to
7 promote awareness of exposures to toxic chemicals and improve human health by reducing or
8 eliminating hazardous substances contained in consumer and industrial products.

9 **1.3 General Allegations.** Plaintiff alleges that Defendant has manufactured,
10 distributed and/or sold in the State of California certain glass and metal lamps, candleholders and
11 home decorative products that contain lead, a chemical that is listed pursuant to the Safe Drinking
12 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 *et seq.*,
13 also known as Proposition 65, to cause cancer and birth defects (or other reproductive harm).
14 Lead is referred to herein as the "Listed Chemical."

15 **1.4 Product Descriptions.** The glass and metal products that are covered by this
16 Consent Judgment are listed in Exhibit A hereto. Such products collectively are referred to herein
17 as the "Products."

18 **1.5 Notices of Violation.** Beginning on September 3, 2004, Leeman served
19 Defendant and various public enforcement agencies with documents, entitled "60-Day Notice of
20 Violation" ("Notice"), that provided Defendant and such public enforcers with notice that alleged
21 that Defendant was in violation of Health & Safety Code § 25249.6 for failing to warn purchasers
22 that certain products that it manufactured, sold and/or distributed expose users in California to
23 lead.

24 **1.6 Complaint.** On December 10, 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 Defendants and Does 1 through
27 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged exposures to the
28 Listed Chemical contained in Products manufactured, sold and/or distributed by Defendant.

1 **1.7 No Admission.** Defendant denies the material factual and legal allegations
2 contained in Plaintiff's Notice and Complaint and maintains that all products that it has
3 manufactured, sold and/or distributed in California including the Products have been and are in
4 compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission
5 by Defendant of any fact, finding, issue of law, or violation of law, nor shall compliance with this
6 Agreement constitute or be construed as an admission by Defendant of any fact, finding,
7 conclusion, issue of law or violation of law. However, this section shall not diminish or
8 otherwise affect the obligations, responsibilities and duties of Defendant under this Consent
9 Judgment.

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

15 **1.9 Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall
16 be June 15, 2005.

17 **2. INJUNCTIVE RELIEF: PROPOSITION 65.**

18 **2.1 Warnings and Reformulation Obligations.**

19 **(a) Required Warnings.** After June 15, 2005, Defendant shall not offer for
20 sale in California any Products containing the Listed Chemical, unless warnings are given in
21 accordance with one or more provisions in subsection 2.2 below.

22 **(b) Exceptions.** The warning requirements set forth in subsections 2.1(a) and
23 2.2 below shall not apply to Reformulated Products as defined in subsection 2.3 below.

24 **2.2 CLEAR AND REASONABLE WARNINGS.**

25 **(a) Product Labeling.** A warning may be given by affixing the following
26 language to the packaging, labeling or directly to a specific Product that states:
27
28

1 **WARNING: This product contains lead, a chemical known to**
2 **the State of California to cause birth defects or**
3 **other reproductive harm.**

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

11 (b) **Point-of-Sale Warnings.** Defendant may satisfy its warning obligations
12 by arranging for signs to be posted at its retail outlets in the State of California at which Products
13 are sold, in accordance with the terms specified in subsections 2.2(b)(i) - 2.2(b)(iii).

14 (i) Point of Sale warnings shall be provided through one or more signs
15 posted at each point of sale of the Products that state:

16 **WARNING: The following products contain lead, a chemical**
17 **known to the State of California to cause birth**
18 **defects or other reproductive harm:**

19 *[DISPLAY LIST OF EACH SPECIFIC PRODUCT FOR WHICH WARNING*
20 *IS REQUIRED e.g. Stained Glass Cross Hurricane with Silver Finish Base]*

21 (ii) In lieu of displaying warnings with the language set forth above in
22 2.2(b)(i), Defendant may satisfy its warning obligations by arranging for signs, in the form of
23 Exhibit B, to be posted at each point of sale in the department in which the Products are sold or
24 displayed. If Defendant elects to provide warnings through the use of Exhibit B, Defendant shall
25 place the Designated Symbol (the yellow triangle shown in Exhibit B) directly on the Product or
26 Product packaging that is made available to the consumer at the point of purchase for which a
product warning is to be given.

27 (iii) A point of sale warning provided pursuant to subsection 2.2(b)(i) or
28 2.2(b)(ii) shall be prominently placed with such conspicuousness as compared with other words,

1 statements, designs, or devices as to render it likely to be read and understood by an ordinary
2 individual under customary conditions of purchase.

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

7 (c) **Mail Order and Internet Sales Warnings** After July 1, 2005, Defendant
8 shall not knowingly sell or distribute any of the Products by mail order catalog or the Internet to
9 California residents, unless warnings are provided as set forth below. For Products that require a
10 warning pursuant to this Consent Judgment and that are sold by the Defendant by mail order or
11 from the Internet to California residents, a warning containing the language in subsection 2.2(a)
12 shall be included, at the Defendant's sole option, either: (a) in the mail order catalog (if any) or
13 on the website (if any) pursuant to subsection 2.2 (c)(ii); or (b) with the Product when it is
14 shipped to an address in California pursuant to subsection 2.2 (c)(iii). Any warnings given in the
15 mail order catalogs or on the website shall identify the *specific* Products to which the warning
16 applies. If Defendant elects to provide warnings in the mail order catalog, then such warnings (at
17 a location designated in subsection 2.2 (c)(i) shall be included in any new galley prints of such
18 catalogs sent to the printer at least ten (10) business days after notice of entry of this Consent
19 Judgment is served on Defendant. Nothing in this subsection 2.2(c) shall require Defendant to
20 provide warnings for any Product ordered from a mail order catalog printed prior to the date that
21 notice of entry of this Consent Judgment is served on Defendant, or to modify any such mail
22 order catalogs.

23 (i) **Mail Order Catalog** The Warning Message shall be stated within
24 the catalog, either (a) on the same page as any order form, or (b) on the same page as the price, in
25 the same type size as the surrounding, non-heading text, with the same language as that appearing
26 in subsection 2.2 (a).

27 (ii) **Internet Web Sites** The warning text, or a link to a page
28

1 containing the warning text, shall be displayed either (a) on the same page on which a Product is
2 displayed, (b) on the same page as any order form for a Product, (c) on the same page as the price
3 for any Product, (d) on one or more pages displayed to a purchaser over the Internet or via
4 electronic mail during the checkout and order confirmation process for sale of a Product, or (e) in
5 any manner such that is likely to be read and understood by an ordinary individual under
6 customary conditions of purchase of a Product, including the same language as that appearing in
7 subsection 2.2(a). If a link is used, it shall state "Warning information for California residents,"
8 and shall be of a size equal to the size of other links on the page.

9 (iii) **Package Insert or Label** Alternatively, a warning may be
10 provided with the Product when it is shipped directly to a consumer in California, by (a) product
11 labeling pursuant to subsection 2.2(a) above, (b) inserting a card or slip of paper measuring at
12 least 4" x 6" in the shipping carton, or (c) including the warning on the packing slip or customer
13 invoice identifying the Product in lettering of the same size as the description of the Product. The
14 warning shall include the language appearing in subsection 2.2(a) and shall inform the consumer
15 immediately after the warning is provided that he or she may return the product for a full refund
16 (including all shipping costs) within 30 days of receipt.

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

21 **2.3 Reformulation Standards.** Products satisfying the conditions of section 2.3(a)
22 and 2.3(b) are referred to as "Reformulated Products" and are defined as follows:

23 (a) Any product containing one tenth of one percent (0.1%) lead or less by
24 weight in each material used in the Products, e.g., solder or came; or

25 (b) Any Product that produces a test result no higher than 5.0 micrograms
26 ("ug") of lead using a Ghost Wipe™ test applied to all portions of the exterior surface of the
27 Product performed as outlined in NIOSH Method No. 9100.
28

1 Defendant then expressed a desire to resolve the fee and cost issue shortly after the other
2 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
3 the compensation due to Plaintiff and her counsel under the private attorney general doctrine
4 codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date
5 of the Agreement. Under the private attorney general doctrine codified at Code of Civil
6 Procedure § 1021.5, Defendant shall reimburse Plaintiff and her counsel for fees and costs,
7 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating and
8 negotiating a settlement in the public interest. Defendant shall pay Plaintiff and her counsel
9 \$27,000 for all attorneys' fees, expert and investigation fees, and litigation costs. The payment
10 shall be made payable to the "Chanler Law Group" and shall be delivered to Plaintiff's counsel
11 on or before June 30, 2005 at the following address:

12
13 CHANLER LAW GROUP
14 Attn: Clifford A. Chanler
15 71 Elm Street, Suite 8
16 New Canaan, CT 06840

17 In the event that Defendant pays any attorneys' fees, expert and investigation fees, and
18 litigation costs and the Consent Judgment is not thereafter approved and entered by the Court,
19 Leeman shall return any attorneys' fees, expert and investigation fees, and litigation costs paid
20 under this agreement within fifteen (15) days of receipt of a written request from Defendant
21 following notice of the issuance of the Court's decision.

22 4.2 Except as specifically provided in this Consent Judgment, Defendant shall have no
23 further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with
24 regard to the Products covered in this Action.

25 **5. RELEASE OF ALL CLAIMS.**

26 5.1 **Plaintiff's Release of Defendant.** In further consideration of the promises and
27 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4,
28

1 Plaintiff, on behalf of herself, her past and current agents, representatives, attorneys, successors
2 and/or assignees, and in the interest of the general public, hereby waives all rights to institute or
3 participate in, directly or indirectly, any form of legal action and release all claims, including,
4 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,
5 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,
6 investigation fees, expert fees and attorney fees) of any nature whatsoever, whether known or
7 unknown, fixed or contingent (collectively "Claims"), against Defendant and each of its
8 distributors, wholesalers, licensors, licensees, auctioneers, retailers, dealers, customers, owners,
9 purchasers, users, parent companies, corporate affiliates, subsidiaries and their respective officers,
10 directors, attorneys, representatives, shareholders, agents, and employees (collectively,
11 "Defendant Releasees") arising under Proposition 65 related to Defendant's or Defendant
12 Releasees' alleged failure to warn about exposures to or identification of the Listed Chemical
13 contained in the Products.

14 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
15 binding resolution of any violation of Proposition 65 that has been or could have been asserted in
16 the Complaint against Defendant for its alleged failure to provide clear and reasonable warnings
17 of exposure to or identification of the Listed Chemical in the Products.

18 In addition, Plaintiff, on behalf of herself, her attorneys, and their agents, waives all rights
19 to institute or participate in, directly or indirectly, any form of legal action and releases all Claims
20 against the Defendant Releasees arising under Proposition 65 related to each of the Defendant
21 Releasees' alleged failures to warn about exposures to or identification of the Listed Chemical
22 contained in the Products and for all actions or statements made by Defendant or its attorneys or
23 representatives, in the course of responding to alleged violations of Proposition 65 by Defendant.
24 Provided however, Plaintiff shall remain free to institute any form of legal action to enforce the
25 provisions of this Consent Judgment.

26 It is specifically understood and agreed that the Parties intend that Defendant's
27 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in
28

1 the future (so long as Defendant complies with the terms of the Consent Judgment) concerning
2 Defendant's and the Defendant Releasees' compliance with the requirements of Proposition 65 as
3 to the Listed Chemical in the Products.

4 **5.2 Defendant's Release of Plaintiff.** Defendant waives all right to institute any form
5 of legal action against Plaintiff, or her attorneys or representatives, for all actions taken or
6 statements made by Plaintiff and her attorneys or representatives, in the course of seeking
7 enforcement of Proposition 65 in this Action.

8 **6. COURT APPROVAL.**

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

14 **7. SALES DATA**

15 Defendant understands that the sales data that it provided to counsel for Whitney Leeman
16 was a material factor upon which Whitney Leeman has relied to determine the amount of civil
17 penalties made pursuant to Health & Safety Code Section 25249.7(b) in this Agreement. To the
18 best of Defendant's knowledge, the sales data provided by Defendant to counsel for Whitney
19 Leeman is a true and accurate reflection of any and all sales of the Products in California during
20 the relevant period.

21 **8. SEVERABILITY.**

22 If, subsequent to court approval of this Consent Judgment, any of the provisions of this
23 Consent Judgment other than subsection 5.1 hereof are held by a court to be unenforceable, the
24 validity of the enforceable provisions remaining shall not be adversely affected.

25 **9. ATTORNEY'S FEES.**

26 In the event that a dispute arises with respect to any provision(s) of this Consent
27 Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover
28

1 reasonable and necessary costs and reasonable attorney's fees incurred from the resolution of
2 such dispute.

3 **10. GOVERNING LAW.**

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

9 **11. NOTICES.**

10 All correspondence and notices required to be provided pursuant to this Consent Judgment
11 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,
12 return receipt requested or (2) overnight courier on either Party by the other at the following
13 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,
14 specify a change of address to which all future notices and other communications shall be sent.)

15 To THE MAY DEPARTMENT STORES COMPANY:

16 THE MAY DEPARTMENT STORES COMPANY
17 611 Olive Street
18 St. Louis, MO 63101
19 Attn: General Counsel

20 With a copy to:

21 Gary A. Meyer, Esq.
22 PARKER, MILLIKEN, CLARK, O'HARA & SAMUELIAN
23 333 South Hope St., 27th Floor
24 Los Angeles, CA 90071-1488

25 To Plaintiff:

26 Clifford A. Chanler
27 CHANLER LAW GROUP
28 71 Elm Street, Suite 8
New Canaan, CT 06840

1 Laralei S. Paras, Esq.
2 PARAS LAW GROUP
3 655 Redwood Highway, Suite 216
4 Mill Valley, CA 94941

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6
7 **12. COUNTERPARTS; FACSIMILE SIGNATURES.**

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

11 **13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f).**

12 Plaintiff agrees to comply with the reporting form requirements referenced in Health &
13 Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall
14 present this Consent Judgment to the California Attorney General's Office within five (5) days
15 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment
16 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date
17 a hearing is scheduled on such motion in the Superior Court for the City and County of
18 San Francisco unless the Court allows a shorter period of time.

19 **14. ADDITIONAL POST EXECUTION ACTIVITIES.**

20 The Parties shall mutually employ their best efforts to support the entry of this Agreement
21 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
22 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
23 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, Plaintiff
24 agrees to file a Motion to Approve the Agreement ("Motion"), within a reasonable period of time
25 after the Effective Date of this agreement. Defendant agrees to file a joinder in support of said
26 Motion. Defendant shall have no additional responsibility to Plaintiff's counsel pursuant to
27 C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with
28 respect to the preparation and filing of the Joint Motion and its supporting declaration or with
regard to Plaintiff's counsel appearing for a hearing or related proceedings thereon.

15. MODIFICATION.

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

6 16. AUTHORIZATION.

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

10
11 AGREED TO:

AGREED TO:

12 Date: 6/14/05

Date:

13
14 By: *Whitney Leeman*
15 Plaintiff WHITNEY LEEMAN, Ph.D.

By:

16 Defendant THE MAY DEPARTMENT
17 STORES COMPANY

18 APPROVED AS TO FORM:

APPROVED AS TO FORM:

19 Date: 6/14/05

Date:

20 PARAS LAW GROUP

Parker, Milliken, Clark, O'Hara & Samuelian

21
22 By: *Laralei S. Paras*
23 Laralei S. Paras, Esq.
24 Attorneys for Plaintiff
25 WHITNEY LEEMAN, Ph.D.

By:

Gary A. Meyer, Esq.
Attorney for Defendant
THE MAY DEPARTMENT STORES
COMPANY

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

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:

6/17/05

By:
Plaintiff WHITNEY LEEMAN, Ph.D.



By: BERNARD R. POWERS
CFO. ROBINSONS-MAY
Defendant THE MAY DEPARTMENT
STORES COMPANY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date:

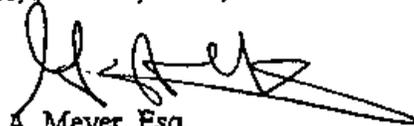
Date:

June 17, 2005

PARAS LAW GROUP

Parker, Milliken, Clark, O'Hara & Samuelian

By:
Laralei S. Paras, Esq.
Attorneys for Plaintiff
WHITNEY LEEMAN, Ph.D.



By: Gary A. Meyer, Esq.
Attorney for Defendant
THE MAY DEPARTMENT STORES
COMPANY

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IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

Exhibit A

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SKN	
218321	Musical Nativity
2934636	Snwmn Umbrella
2934677	Tree w Snowman
2934685	Angel w Flute
2934693	Angel w horn
2934719	Angel w Mandolin
218305	Snwmn Glss Vot
218313	Tree Glss Vot
90297748	Rnd Hear Sg Vo
90297789	Sq Rose Sg Votv
90297763	5x7 Rse Sg Fr
90297755	Rose Sg Jew Box
90297771	Rose SG Clock
90126285	Rose Round Hurr
90599598	Rose 5x7 Frame
90599606	Rose 8x10 Frame
90599879	Rose Large Lamps
90599887	Rose Small Lamp
90126277	Corss Sq Hurr-S
90156985	Grp Lrg Tiff Lmp
90599853	Grp Sml Tiff Lmp
90599820	Grp Cloak
90599648	FGrp Glass Sml box
90599861	Grp Hurricane
90599580	Frp 5x7 Frame
90599895	Grp Sqr Vtv

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EXHIBIT B

Point of Sale Warnings [Yellow Triangle]

WARNING

Handling products made with metal materials containing lead will expose you to lead, a chemical known to the State of California to cause birth defects and other reproductive harm.

The products for which this warning is given are identified with this symbol:



displayed on or next to the product

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

5 Stephen S. Sayad (State Bar No. 104866)
Daniel Bornstein (State Bar No. 181711)
Laralei S. Paras (State Bar No. 203319)
6 PARAS LAW GROUP
655 Redwood Highway, Suite 216
7 Mill Valley, CA 94941
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
13 UNLIMITED CIVIL JURISDICTION
14

15 WHITNEY LEEMAN, Ph.D.,
16 Plaintiff,

17 v.

18 ROBINSONS-MAY DEPARTMENT STORE;
THE MAY DEPARTMENT STORES
19 COMPANY; and DOES 1 through 150,
20 Defendants.

Case No. CGC-04-437019

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

Date: September 29, 2005
Time: 9:30 A.M.
Dept.: 301
Judge: Hon. James L. Warren

ENDORSED
FILED
San Francisco County Superior Court

SEP 29 2005

GORDON PARK-LI, Clerk
BY: MARJORIE SCHWARTZ-SCOTT
Deputy Clerk

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[PROPOSED] JUDGMENT PURSUANT TO TERMS OF CONSENT JUDGMENT

1 In the above-entitled action, Plaintiff WHITNEY LEEMAN, Ph.D. and Defendant THE
2 MAY DEPARTMENT STORES COMPANY, having agreed through their respective counsel
3 that judgment be entered pursuant to the terms of the Stipulation and [Proposed] Order Re:
4 Consent Judgment ("Consent Judgment") entered into by the parties, and after issuing an Order
5 Approving Proposition 65 Settlement Agreement and Consent Judgment on September 15, 2005.

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

9 **IT IS SO ORDERED.**

10 Dated: September 29, 2005

PAUL H. ALVARADO

~~Hon. James L. Warren~~
JUDGE OF THE SUPERIOR COURT