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10 PARAS LAW GROUP  
11 655 Redwood Highway, Suite 216  
12 Mill Valley, CA 94941  
13 Tel: (415) 380-9222  
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15 Attorneys for Plaintiff  
16 WHITNEY R. LEEMAN, Ph.D.

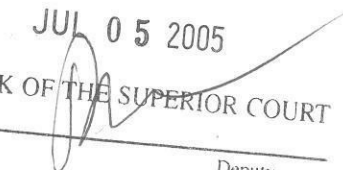
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 IN AND FOR THE COUNTY OF ALAMEDA – HAYWARD BRANCH  
19 UNLIMITED CIVIL JURISDICTION

20 WHITNEY R. LEEMAN, Ph.D., )  
21 )  
22 Plaintiff )  
23 )  
24 v. )  
25 )  
26 LONGS DRUG STORES CORPORATION; )  
27 and DOES 1 through 150, )  
28 Defendants. )

Case No. HG- 04188887

**[PROPOSED] ORDER PURSUANT  
TO TERMS OF STIPULATION AND  
ORDER RE: CONSENT JUDGMENT**

Date: July 5, 2005  
Time: 10:00 a.m.  
Dept: 607  
Judge: Hon. Richard O. Keller

**ENDORSED  
FILED**  
ALAMEDA COUNTY  
JUL 05 2005  
CLERK OF THE SUPERIOR COURT  
By  Deputy

1           In the above-entitled action, Plaintiff Whitney Leeman, Ph. D., Defendant Longs Drug  
2 Stores Corporation and Cross-Defendant Red-Carpet Studios, LLC, having agreed through their  
3 respective counsel that judgment be entered pursuant to the terms of the Consent Judgment entered  
4 into by the above-referenced parties and attached hereto as Exhibit A; and after consideration of  
5 the papers submitted and the arguments presented, the Court finds that the settlement agreement  
6 set out in the attached Consent Judgment meets the criteria established by Senate Bill 471, in that:

- 7           1. The health hazard warning that is required by the Consent Judgment complies with  
8           Health & Safety Code section 25249.7 (as amended by Senate Bill 471);
- 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           IT IS HEREBY ORDERED that judgment be entered in this case, in accordance with the  
14 terms of the Consent Judgment, attached hereto as Exhibit A.

15           IT IS SO ORDERED.

16 Dated: July 5, 2005



Hon. Richard O. Keller  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT /A**

1 Daniel Bornstein, (State Bar No. 181711)  
2 Laralei S. Paras, (State Bar No. 203319)  
3 PARAS LAW GROUP  
4 655 Redwood Highway, Suite 216  
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6 Telephone: (415) 380-9222  
7 Facsimile: (415) 380-9223  
8 Attorneys for Plaintiff  
9 Whitney R. Leeman, Ph. D.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF ALAMEDA  
10 UNLIMITED CIVIL JURISDICTION

11 WHITNEY R. LEEMAN, Ph. D.,  
12 Plaintiff,

13 v.

14 LONGS DRUG STORES CORPORATION; and  
15 DOES 1 through 150,  
16 Defendants.

Case No. HG- 04188887

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

17  
18 **1. INTRODUCTION**

19 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and  
20 between plaintiff Whitney R. Leeman Ph.D. (hereafter “Dr. Leeman” or “Plaintiff”), Defendant  
21 Longs Drug Stores California, Inc, (hereafter “Longs”), and Cross-Defendant Red Carpet Studios,  
22 LLC. (hereafter “Red Carpet”), (collectively "Defendants"). Plaintiff and Defendants are  
23 collectively referred to as the “Parties” and each party being a “Party”.

24 1.2 **Plaintiff.** Dr. Leeman represents that she is an individual residing in Sacramento,  
25 California, who seeks to promote awareness of exposures to toxic chemicals and improve human  
26 health by reducing or eliminating hazardous substances contained in consumer and industrial  
27 products.

1           1.3     **General Allegations.** Plaintiff alleges that Longs has distributed and/or sold in  
2 the State of California glass and metal terrariums with materials that contain lead (and/or lead  
3 compounds) that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of  
4 1986, California Health & Safety Code §§ 25249.5 *et seq.*, also known as Proposition 65. Lead  
5 and lead compounds are known to the State of California to cause birth defects and/or other  
6 reproductive harm. Lead and/or lead compounds are referred to herein as “Listed Chemicals.”

7           1.4     **Product Descriptions.** The products that are covered by this Consent Judgment  
8 are defined as follows: all glass and metal terrariums sold and/or distributed by Defendants in the  
9 State of California, including, by way of example and without limitation, the products contained  
10 in the items listed at Exhibit A. Such products collectively are referred to herein as the  
11 “Products.”

12           1.5     **Notices of Violation.** Beginning on September 3, 2004, Dr. Leeman served  
13 Longs and various public enforcement agencies with documents, entitled “60 Day Notice of  
14 Violation” (“Notice”), that provided Longs and such public enforcers with notice that Longs was  
15 allegedly in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that the  
16 Products expose users in California to lead and/or lead compounds.

17           1.6     **Complaint and Cross Complaint.** On December 8, 2004, Dr. Leeman,  
18 representing that she was acting in the interest of the general public in California, filed a  
19 complaint (hereafter referred to as the “Complaint” or the “Action”) in the Superior Court in and  
20 for the County of Alameda against Longs and Does 1 through 150, alleging violations of  
21 Health & Safety Code § 25249.6 for failure to warn of alleged exposures to lead and/or lead  
22 compounds contained in the Products sold by Longs. On or about February 2, 2005, Longs filed  
23 a Cross-Complaint against Red Carpet in the Action.

24           1.7     **No Admission.** Defendants deny the material factual and legal allegations  
25 contained in Plaintiff’s Notice and Complaint and maintain that all products they have sold or  
26 distributed in California, including the Products, have been and are in compliance with all laws.  
27 Nothing in this Consent Judgment shall be construed as an admission by Defendants of any fact,  
28 finding, issue of law, or violation of law, nor shall compliance with the Consent Judgment

1 constitute or be construed as an admission of any fact, finding, conclusion, issue of law or  
2 violation of law. This Consent Judgment is a settlement of disputed claims, allegations and  
3 defenses intended by the Parties to avoid the time, expense and uncertainty of litigation, with no  
4 admission of liability, or the validity of any claim, allegation or defense, by any Party. However,  
5 this section shall not diminish or otherwise affect the obligations, responsibilities and duties of  
6 Defendants under this Consent Judgment.

7       **1.8 Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties  
8 stipulate that this Court has jurisdiction over the allegations of violations contained in the  
9 Complaint and personal jurisdiction over Defendants as to the acts alleged in the Complaint, that  
10 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this  
11 Consent Judgment as a full and final settlement and resolution of the allegations contained in the  
12 Complaint and Cross-Complaint, of all claims which were or could have been raised based on the  
13 facts alleged therein or arising therefrom, and to enforce the provisions thereof.

14       **1.9 Effective Date.** For purposes of this Consent Judgment, the “Effective Date” shall  
15 be April 20, 2005.

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

17       **2.1 Warnings and Reformulation Obligations.**

18               **(a) Required Warnings.** After the Effective Date, Defendants shall not  
19 transmit to any retailer to sell or otherwise offer for sale in California any Products containing  
20 lead and/or lead compounds, unless warnings are given in accordance with one or more  
21 provisions in subsection 2.2 below.

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

24       **2.2 Clear and Reasonable Warnings.**

25               **(a) Product Labeling.** A warning is affixed to the packaging, labeling or  
26 directly to or on a Product by Defendants, their agents, or the manufacturer, importer, wholesaler  
27 or distributor of the Product that states:  
28

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

4                   Warnings issued for Products pursuant to this subsection shall be prominently placed with  
5 such conspicuousness as compared with other words, statements, designs, or devices as to render  
6 it likely to be read and understood by an ordinary individual under customary conditions of use or  
7 purchase. Any changes to the language or format of the warning required by this subsection shall  
8 only be made following: (1) approval of Plaintiff; (2) 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 (3) Court approval.

11                   (b)     **Point-of-Sale Warnings.** In lieu of Product labels, Defendants may  
12 execute their warning obligations, where applicable, through the posting of signs at retail outlets  
13 in the State of California at which Products are sold, in accordance with the terms specified in  
14 subsections 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii).

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

17                   **WARNING: This product contains lead, a chemical known to**  
18                   **the State of California to cause birth defects and**  
19                   **other reproductive harm.**

20                   **or**

21                   **WARNING: The materials used in these products contain lead,**  
22                   **a chemical known to the State of California to**  
23                   **cause birth defects and other reproductive harm.**

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

1 following: (1) approval of Plaintiff; (2) approval from the California Attorney General's Office,  
2 provided that written notice of at least fifteen (15) days is given to Plaintiff for the opportunity to  
3 comment; or (3) Court approval.

4 (iii) If any Defendant intends to utilize point of sale warnings to comply  
5 with this Consent Judgment, it must provide written notice as required by this Consent Judgment  
6 to each retail outlet to which such Defendant ships the Products for sale in California, and obtain  
7 the written consent of such retail outlet before shipping the Products and secure their agreement  
8 to ensure that such warnings will be posted at the point of sale in California. Such notice shall  
9 include a copy of this Consent Judgment and any required warning materials (including, as  
10 appropriate, signs and/or stickers). If any Defendant has obtained the consent of a retailer, such  
11 Defendant shall not be found to have violated this Consent Judgment if it has complied with the  
12 terms of this Consent Judgment and has proof that it transmitted the requisite warnings in the  
13 manner provided herein.

14 **2.3 Reformulation Standards.** Products referred to as "Reformulated Products" are  
15 defined as follows:

16 Any Product which contains one-tenth of one percent (0.1%) lead or less (by weight) in  
17 any materials used in the Product is deemed lead free and, thus, does not require any warnings  
18 mandated by paragraph 2.2.

### 19 **3. MONETARY PENALTIES**

20 In light of the fact that only three Products have been sold by Longs, the parties agree that  
21 no monetary payment in the form of civil penalties is appropriate.

### 22 **4. REIMBURSEMENT OF FEES AND COSTS**

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



1 the private attorney general doctrine codified at Code of Civil Procedure § 1021.5, the Parties  
2 agree that Red Carpet, on behalf of Longs, shall reimburse Plaintiff and her counsel for fees and  
3 costs, incurred as a result of investigating, bringing this matter to Defendants' attention, litigating  
4 and negotiating a settlement in the public interest. Red Carpet, on behalf of Longs, shall pay  
5 Plaintiff and her counsel \$10,000.00 for all attorneys' fees, expert and investigation fees, and  
6 litigation costs, including but not limited to all attorneys' fees and costs (including those incurred  
7 and to be incurred to obtain Court approval and the entry of this Consent Judgment), expert and  
8 investigative fees and costs and other litigation expenses relating to this Action. The payment  
9 shall be made by Red Carpet on behalf of all Defendants, payable to the "Chanler Law Group"  
10 and shall be delivered to Plaintiff's counsel on or before April 20, 2005, at the following address:

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

14 4.2 **Return of Funds.** In the event that the Consent Judgment is not thereafter  
15 approved and entered by the Court, the Chanler Law Group shall return the full amount of the  
16 fees and costs paid under this Consent Judgment, by check payable to Red Carpet, LLC, on behalf  
17 of Longs, within fifteen (15) days of receipt of a written request from counsel for Defendants  
18 following notice of the issuance of the Court's decision.

19 4.3 **Further Obligation.** Except as specifically provided in this Consent Judgment,  
20 Defendants shall have no further obligation with regard to reimbursement of Plaintiff's attorney's  
21 fees and costs with regard to the Products covered in this Action.

## 22 5. RELEASE OF ALL CLAIMS

23 5.1 **Plaintiff's Releases of Defendants.** As to the Products, this Consent Judgment is  
24 a full, final and binding resolution between the Plaintiff, acting on behalf of the public interest  
25 pursuant to Health and Safety Code §25249.7(d), on the one hand, and Defendants, on the other  
26 hand, of any violation of Proposition 65, of all claims made or which could have been made in the  
27 Notice and/or the Complaint, and of any other statutory, regulatory or common law claim that  
28

1 could have been asserted against Defendants and/or their affiliates, subsidiaries, divisions,  
2 successors, assigns, and/or customers for failure to provide clear, reasonable, and lawful warnings  
3 of exposure to lead or lead compounds contained in or otherwise associated with the Products  
4 manufactured, sold or distributed by, for, or on behalf of Defendants. As to the Products,  
5 compliance with the terms of this Consent Judgment resolves any issue, now and in the future,  
6 concerning compliance by Defendants and/or their affiliates, subsidiaries, divisions, successors,  
7 and assigns with the requirements of Proposition 65 with respect to the Products.

8           5.2     In further consideration of the promises and agreements herein contained, and for  
9 the payments to be made pursuant to section 3, Plaintiff, on behalf of herself, her past and current  
10 agents, representatives, attorneys, successors and/or assignees, and in the interest of the general  
11 public, hereby waives all rights to institute or participate in, directly or indirectly, any form of  
12 legal action and hereby releases all claims, including, without limitation, all actions, causes of  
13 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
14 losses or expenses (including, but not limited to, investigation fees and costs, expert fees and  
15 costs and attorneys' fees and costs) of any nature whatsoever, whether known or unknown, fixed  
16 or contingent (collectively "Claims"), against Defendants and each of Defendants' retail outlets,  
17 dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries  
18 and their respective officers, directors, attorneys, representatives, shareholders, agents, and  
19 employees (collectively, "Defendants Releasees") arising under Proposition 65, related to each  
20 Defendant's and each Defendant's Releasees' alleged failure to warn of exposures to or  
21 identification of Listed Chemicals contained in the Products.

22           It is specifically understood and agreed that the Parties intend that each Defendant's  
23 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in  
24 the future (so long as Defendants comply with the terms of the Consent Judgment) concerning  
25 compliance with the requirements of Proposition 65 by Defendants and Defendants' Releasees, as  
26 to the Listed Chemicals in the Products.

27           **5.3     Defendants' Release of Plaintiff.** Defendants waive all rights to institute any  
28 form of legal action against Plaintiff, or her 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 in this Action.

3 **6. COURT APPROVAL**

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

9 **7. SALES DATA**

10 Longs and Red Carpet understand that the sales data provided to counsel for Dr. Leeman  
11 by Longs and Red Carpet was a material factor upon which Dr. Leeman has relied to determine  
12 the amount of payments made pursuant to Health & Safety Code §25249.7(b) in this Agreement.  
13 To the best of Longs' and Red Carpet's knowledge, the sales data provided is true and accurate.  
14 In the event that Dr. Leeman discovers facts that demonstrate to a reasonable degree of certainty  
15 that the sales data is materially inaccurate, the parties shall meet in a good faith attempt to resolve  
16 the matter within ten (10) days of Longs and Red Carpet's receipt of notice from Dr. Leeman of  
17 her intent to challenge the accuracy of the sales data. If this good faith attempt fails to resolve Dr.  
18 Leeman's concerns, Dr. Leeman shall have the right to re-institute an enforcement action against  
19 Longs, for those additional Products, based upon any existing 60 Day Notices of violation served  
20 on Longs and Red Carpet. In such case, all applicable statutes of limitation shall be deemed tolled  
21 for the period between the date Dr. Leeman filed the instant action and the date Dr. Leeman  
22 notifies Longs that she is re-instituting the action for the additional Products; provided, however,  
23 that Longs and Red Carpet shall have no additional liability, and Dr. Leeman waives any claims  
24 that might otherwise be asserted, from the Effective Date until the date that Dr. Leeman provides  
25 notice under this Paragraph 8, so long as Longs and Red Carpet have complied with the  
26 requirements of Sections 2.1 through 2.4 for the sale all of the Products before the Effective Date  
27 of this Agreement.  
28

1     **8.     SEVERABILITY**

2             If, subsequent to Court approval of this Consent Judgment, any of the provisions of this  
3     Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
4     provisions remaining shall not be adversely affected.

5     **9.     ATTORNEY’S FEES**

6             In the event of an action to enforce the terms of this Consent Judgment, the prevailing  
7     Party shall, except as otherwise provided herein, be entitled to recover reasonable and necessary  
8     costs and reasonable attorney’s fees incurred in that enforcement action.

9     **10.    GOVERNING LAW**

10            The terms of this Consent Judgment shall be governed by the laws of the State of  
11     California without regard to its choice of law provisions. In the event that Proposition 65 is  
12     repealed or is otherwise rendered inapplicable by reason of law generally, or as to the Products  
13     specifically, then Defendants shall have no further obligations pursuant to this Consent Judgment  
14     with respect to, and to the extent that, those Products are so affected.

15    **11.    NOTICES**

16            All correspondence and notices required to be provided pursuant to this Consent Judgment  
17     shall be in writing and personally delivered or sent by: (1) registered, certified mail, return  
18     receipt requested, or (ii) overnight delivery to the representatives of each Party as listed below:

19            To Defendant Longs:  
20            Alan J. Pope, Esq.  
21            Vice-President and Assistant General Counsel  
22            141 North Civic Drive  
23            Walnut Creek, CA 94596

23            With a copy to:  
24            Richard C. Jacobs, Esq.  
25            Howard, Rice, Nemerovski, Canady, Falk & Rabkin .  
26            Three Embarcadero Center, 7<sup>th</sup> Floor  
27            San Francisco, CA 94111-4065

28

1 To Defendant Red Carpet:

2 Paul Schenz  
3 Chief Financial Officer  
4 Red Carpet Studios  
4325 Indeco Court  
5 Cincinnati, OH 45241

6 With a copy to:  
7 Star Lightner, Esq.  
8 Farella, Braun & Martel  
9 Russ Building  
235 Montgomery Street  
San Francisco, CA 94101

10 To Plaintiff:  
11 Clifford A. Chanler, Esq.  
12 Chanler Law Group  
13 71 Elm Street, Suite 8  
New Canaan, CT 06840

14 **12. NO ADMISSIONS**

15 Nothing in this Consent Judgment shall constitute or be construed as an admission by  
16 Defendants of any fact, allegation, claim, conclusion, issue of law, or violation of law, nor shall  
17 compliance with this Consent Judgment constitute or be construed as an admission by Defendants  
18 of any fact allegation, claims, issue, or violation of law, all of Plaintiff's claims and allegations  
19 being expressly denied by Defendants. Each Defendant reserves all of its rights and defenses  
20 with regard to any claim or allegation, including but not limited to those contained in Plaintiff's  
21 Notice and Complaint. However, this section shall not diminish or otherwise affect Defendants'  
22 obligations, responsibilities and duties under this Consent Judgment.

23 **13. 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  
26 same document.

27  
28

1     **14.     COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

9     **15.     ADDITIONAL POST EXECUTION ACTIVITIES**

10            The Parties shall mutually employ their best efforts to support the entry of this Agreement  
11    as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
12    manner; however, the motion and supporting documents necessary to obtain such approval shall  
13    be prepared by Plaintiff. The Parties acknowledge that, pursuant to Health & Safety Code  
14    § 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.  
15    Accordingly, the Plaintiff agrees to file a Motion to Approve the Agreement (“Motion”), within a  
16    reasonable period of time after the Execution. Except as provided in Section 4 herein, Defendants  
17    shall have no additional responsibility to Plaintiff’s counsel pursuant to Code of Civil Procedure.  
18    § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to  
19    the preparation and filing of the Motion or with regard to Plaintiff’s counsel appearing for a  
20    hearing or related proceedings thereon.

21    **16.     MODIFICATION**

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

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**17. 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: 4/7/05

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

By: Whitney R. Leeman  
Plaintiff Whitney R. Leeman, Ph.D.

By: \_\_\_\_\_  
Defendant  
Longs Drug Stores California, Inc.

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Defendant  
Red-Carpet, LLC

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

HOWARD, RICE, NEMEROVSKI, CANADY,  
FALK & RABKIN

By: \_\_\_\_\_

Richard C. Jacobs  
Attorneys for Defendant  
Longs Drug Stores California, Inc.

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17. 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: \_\_\_\_\_

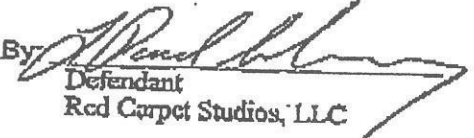
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Defendant  
Longs Drug Stores California, Inc.

Date: 4/20/05

APPROVED AS TO FORM:

By:   
Defendant  
Red Carpet Studios, LLC

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

HOWARD, RICE, NEMEROVSKI, CANADY,  
FALK & RABKIN

By: \_\_\_\_\_

Richard C. Jacobs  
Attorneys for Defendant  
Longs Drug Stores California, Inc.



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**17. 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: April 20, 2005

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

By: [Signature]  
Defendant  
Longs Drug Stores California, Inc.

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Defendant  
Red Carpet Studios, LLC

Date: April 20, 2005

HOWARD, RICE, NEMEROVSKI, CANADY,  
FALK & RABKIN

By: [Signature]  
Richard C. Jacobs  
Attorneys for Defendant  
Longs Drug Stores California, Inc.

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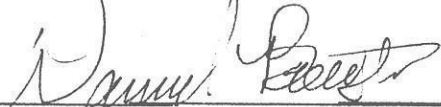
APPROVED AS TO FORM:


Date: 4/25/05

Date: 4/21/05

PARAS LAW GROUP

FARELLA BRAUN & MARTEL LLP

By: 

By: 

Daniel Bornstein  
Attorneys for Plaintiff  
Whitney R. Leeman, Ph.D.

Star Lightner  
Attorneys for Defendant  
Red Carpet Studios, LLC

IT IS SO ORDERED.

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

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

Exhibit A

All glass and metal terrariums, including but not limited to:

Terrarium (#8 09048 10911 5)

1 Clifford A. Chanler, State Bar 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 Daniel Bornstein, State Bar No. 181711  
8 Stephen S. Sayad, State Bar No. 104866  
9 Laralei S. Paras, State Bar No. 203319  
10 PARAS LAW GROUP  
11 655 Redwood Highway, Suite 216  
12 Mill Valley, CA 94941  
13 Tel: (415) 380-9222  
14 Fax: (415) 380-9223

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

ENDORSED  
FILED  
ALAMEDA COUNTY  
JUL 05 2005  
CLERK OF THE SUPERIOR COURT  
By \_\_\_\_\_ Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE COUNTY OF ALAMEDA – HAYWARD BRANCH  
13 UNLIMITED CIVIL JURISDICTION

15 WHITNEY R. LEEMAN, Ph.D., )

16 Plaintiff )

17 v. )

18 LONGS DRUG STORES CORPORATION; )  
19 and DOES 1 through 150, )

20 Defendants. )  
21 )  
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Case No. HG- 04188887

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

Date: July 5, 2005

Time: 10:00 a.m.

Dept: 607

Judge: Hon. Richard O. Keller

1 In the above-entitled action, Plaintiff Whitney Leeman, Ph. D., Defendant Longs Drug  
2 Stores Corporation and Cross-Defendant Red-Carpet Studios, LLC, having agreed through their  
3 respective counsel that judgment be entered pursuant to the terms of the Consent Judgment entered  
4 into by the parties, and after issuing an Order Approving Proposition 65 Settlement Agreement and  
5 Consent Judgment on July 5, 2005.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil  
7 Procedure section 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  
10 IT IS SO ORDERED.

11 Dated: July 5, 2005



12 Hon. Richard O. Keller  
13 JUDGE OF THE SUPERIOR COURT  
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