

1 David Bush, State Bar No. 154511
2 Laralei S. Paras, State Bar No. 203319
3 HIRST & CHANLER LLP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565
7 Telephone: (800) 935-8116
8 Facsimile: (800) 935-8116

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

ENDORSED
FILED
ALAMEDA COUNTY

APR 29 2008

CLERK OF THE SUPERIOR COURT
By J. Biggins
Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF ALAMEDA
13 UNLIMITED CIVIL JURISDICTION

14 WHITNEY R. LEEMAN, Ph.D.,

15 Plaintiff,

16 v.

17 IMPERIAL TOY CORPORATION;
18 IMPERIAL TOY LLC.; LONGS DRUGS
19 STORES CORPORATION and DOES 1
20 through 150, inclusive,

21 Defendants.

CASE NO. RG07305519

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

Date: April 29, 2008

Time: 4:00 p.m.

Dept.: 18

Judge: Hon. Cecilia P. Castellanos

Reservation No.: R-808571

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendants
2 IMPERIAL TOY CORPORATION; and IMPERIAL TOY LLC, having agreed through their
3 respective counsel that judgment be entered pursuant to the terms of the Proposition 65 settlement
4 agreement in the form of a Stipulation and [Proposed] Order Re: Consent Judgment entered into
5 by the parties, and after issuing an order approving this Proposition 65 settlement agreement and
6 entering the Stipulation and Order Re: Consent Judgment on April 29, 2008,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
8 Procedure § 664.5, judgment is entered in accordance with the terms of the Stipulation and Order
9 Re: Consent Judgment attached hereto as **Exhibit 1** and lodged concurrently herewith.

10 **IT IS SO ORDERED.**

11
12 Dated: APR 29 2008

CECILIA CASTELLANOS
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

1 David Lavine, State Bar No. 166744
David Bush, State Bar No. 154511
2 HIRST & CHANLER LLP
2560 Ninth Street
3 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
4 Telephone: (510) 848-8880
Facsimile: (510) 848-8118

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

7
8 Harvey Friedman, State Bar No. 34981
Ricardo Cestero, State Bar No. 203230
GREENBERG GLUSKER
9 1900 Avenue of the Stars
21st Floor
10 Los Angeles, California 90067
Telephone: (310) 553-3610
11 Facsimile: (310) 553-0687

12 Attorneys for Defendants
13 IMPERIAL TOY CORPORATION and
IMPERIAL TOY LLC

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF ALAMEDA
17 UNLIMITED CIVIL JURISDICTION
18

19 WHITNEY R. LEEMAN, Ph.D.,
20 Plaintiff,
21 v.
22 IMPERIAL TOY CORPORATION,
23 IMPERIAL TOY LLC.; LONGS DRUGS
24 STORES CORPORATION and DOES 1
through 150, inclusive,
25 Defendants.

Case No. RG 07305519
**STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT**

26
27
28

1 **1. INTRODUCTION**

2 **1.1 Whitney R. Leeman, Ph.D., Imperial Toy Corporation and Imperial Toy LLC**

3 This Consent Judgment is entered into by and between plaintiff Whitney R. Leeman,
4 Ph.D., ("Dr. Leeman" or "Plaintiff") and defendants Imperial Toy Corporation and Imperial Toy
5 LLC, (collectively "Defendants"), with Dr. Leeman and Defendants referred to as the "parties."

6 **1.2 Dr. Leeman**

7 Dr. Leeman is an individual residing in the State of California who seeks to promote
8 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer products.

10 **1.3 Defendants**

11 Defendants each employ ten or more persons and are each a person in the course of doing
12 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
13 Health & Safety Code §25249.6 *et seq.* (Proposition 65).

14 **1.4 General Allegations**

15 Dr. Leeman alleges that Defendants have manufactured, distributed and/or sold cosmetic
16 kits containing lead in the State of California without the requisite health hazard warnings. Lead is
17 a substance known to cause birth defects and other reproductive harm and is listed pursuant to
18 Proposition 65. Lead shall be referred to hereinafter as the "listed chemical."

19 **1.5 Product Description**

20 The products that are covered by this Consent Judgment are defined as follows: cosmetic
21 kits containing a combination of eye shadow, blush and/or lipstick (or lip gloss) containing lead,
22 such as the *Petite Miss Make-Up Set, No. 7017 (#0 76666 07017 6)*. All such cosmetic kits
23 containing lead shall be referred to hereinafter as the "Products".

24 **1.6 Notice of Violation**

25 On October 13, 2006, Dr. Leeman served Defendants and various public enforcement
26 agencies with a document entitled "60-Day Notice of Violation" (Notice) that provided Defendants
27 and public enforcers with notice that alleged that Defendants were in violation of California Health
28

1 & Safety Code §25249.6 for failing to warn consumers that the Products that Defendants sold
2 exposed users in California to the listed chemical.

3 **1.7 Complaint**

4 On January 9, 2007, Dr. Leeman, who is acting in the interest of the general public in
5 California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the
6 County of Alameda against Imperial Toy Corporation, Imperial Toy LLC, Longs Drugs Stores
7 Corporation and Does 1 through 150, (*Leeman v. Imperial Toy Corp. et al., Case #RG 07305519*)
8 alleging violations of California Health & Safety Code §25249.6 based on the alleged exposures to
9 the listed chemical contained in the Products sold by Defendants.

10 **1.8 No Admission**

11 Defendants deny the material factual and legal allegations contained in Dr. Leeman's
12 Notice and Complaint and maintains that all Products that they have sold and distributed in
13 California have been and are in compliance with all laws. Nothing in this Consent Judgment shall
14 be construed as an admission by Defendants of any fact, finding, issue of law, or violation of law,
15 nor shall compliance with this Consent Judgment constitute or be construed as an admission by
16 Defendants of any fact, finding, conclusion, issue of law, or violation of law, such being
17 specifically denied by Defendants. However, this Section shall not diminish or otherwise affect
18 Defendants' obligations, responsibilities, and duties under this Consent Judgment.

19 **1.9 Consent to Jurisdiction**

20 For purposes of this Consent Judgment only, the parties stipulate that this Court has
21 jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is proper
22 in the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions of
23 this Consent Judgment.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "effective date" shall mean the date this
26 agreement is fully executed by the parties.
27
28

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

2 **2.1 Product Warnings**

3 After the effective date, Defendants shall not sell, ship, or offer to be shipped for sale in
4 California Products containing the listed chemical unless such Products are sold or shipped with
5 one of the clear and reasonable warnings set forth in subsections 2.1(a) and (b), are otherwise
6 exempt pursuant to Section 2.2 or comply with the reformulation standards set forth in Section 2.3.

7 Each warning shall be prominently placed with such conspicuousness as compared with
8 other words, statements, designs, or devices as to render it likely to be read and understood by an
9 ordinary individual under customary conditions before purchase or use. Each warning shall be
10 provided in a manner such that the consumer or user understands to which *specific* Product the
11 warning applies, so as to minimize if not eliminate the chance that an overwarning situation will
12 arise. The warning requirement shall apply when the Product is sold either to consumers or in a
13 business-to-business transaction.

14 **(a) Retail Store Sales.**

15 **(i) Product Labeling.** Defendants may perform their warning
16 obligation by ensuring that a warning is affixed to the packaging, labeling, or directly on each
17 Product sold in retail outlets by Defendants or their agents, that states:

18 **WARNING:** The cosmetic components in this product
19 contain lead, a chemical known to the State of
20 California to cause birth defects and other
 reproductive harm.¹

21 **(ii) Point-of-Sale Warnings.** Defendants may perform their warning
22 obligations by ensuring that signs are posted at retail outlets in the State of California where the
23 Products are sold. In order to avail themselves of the point-of-sale option, Defendants shall
24 provide a written notice (via certified mail in the first quarter of each calendar year) to each retailer
25 or distributor to whom Defendants sell or transfer the Products directly, which informs such
26

27 ¹If one or more cosmetic components in the Products are exempt pursuant to Section 2.3, then the term
28 "cosmetic components" may be replaced with each of the specific cosmetic component(s) not qualifying as
 reformulated, e.g. "the eye shadow component(s) in this product contain lead"

1 retailers or distributors that point-of-sale warnings are required at each retail location in the State
2 of California. Defendants shall include a copy of the warning signs and posting instructions with
3 such notice. Further, Defendants must receive and make available for Dr. Leeman's inspection,
4 upon request, a written commitment: (a) from each retailer to whom Defendants sell Products
5 directly that said retailer will post the warning signs; and (b) from each distributor to whom
6 Defendants sell Products directly that the distributor will transmit the point-of-sale warning notice
7 and instructions to their direct customers. Point-of-sale warnings shall be provided through one or
8 more signs posted in close proximity to the point of display of the Products that states:

9 **WARNING:** The cosmetic components in this product contain
10 lead, a chemical known to the State of California
11 to cause birth defects and other reproductive
12 harm.²

13 Where more than one Product is sold in proximity to other like items or to those that do not
14 require a warning (*e.g.* Reformulated Products as defined in Section 2.3), the following statement
15 must be used:³

16 **WARNING:** The cosmetic components in the following
17 products contain lead, a chemical known to
18 the State of California to cause birth defects
19 and other reproductive harm.⁴

20 [*list products for which warning is required*]

21 (b) **Mail Order Catalog and Internet Sales.** Defendants shall satisfy their
22 warning obligations for Products sold via mail order catalog or the Internet to California residents
23 by providing a warning: (i) in the mail order catalog or (ii) on the website. Warnings given in the
24 mail order catalog or on the website shall identify the specific Product to which the warning
25 applies as further specified in Sections 2.1(b)(i) and (ii).

26 ²See footnote 1, *supra*, fully incorporated herein by reference.

27 ³For purposes of the Consent Judgment, "sold in proximity" shall mean that the Product and another product
28 are offered for sale close enough to each other that the consumer under customary conditions, could not reasonably
determine which of the two products is subject to the warning sign.

⁴See footnote 1, *supra*, fully incorporated herein by reference.

1 (i) **Mail Order Catalog Warning.** Any warning provided in a mail
2 order catalog must be in the same type size or larger as the Product description text within the
3 catalog. The following warning shall be provided on the same page and in the same location as the
4 display and/or description of the Product:

5 **WARNING:** The cosmetic components in this product contain
6 lead, a chemical known to the State of California
7 to cause birth defects and other reproductive
8 harm.⁵

9 Where it is impracticable to provide the warning on the same page and in the same location
10 as the display and/or description of the Product, Defendants may utilize a designated symbol to
11 cross reference the applicable warning and shall define the term "designated symbol" with the
12 following language on the inside of the front cover of the catalog or on the same page as any order
13 form for the Product(s):

14 **WARNING:** The cosmetic components of certain products
15 identified with this symbol ▼ and offered for
16 sale in this catalog contain lead, a chemical
17 known to the State of California to cause birth
18 defects and other reproductive harm.⁶

19 The designated symbol must appear on the same page and in close proximity to the display
20 and/or description of the Product. On each page where the designated symbol appears, Defendants
21 must provide a header or footer directing the consumer to the warning language and definition of
22 the designated symbol.

23 If Defendants elect to provide warnings in the mail order catalog, then the warnings must
24 be included in all catalogs offering to sell one or more Products printed after December 31, 2007.

25 (ii) **Internet Website Warning.** A warning may be given in
26 conjunction with the sale of the Product via the Internet, provided it appears either: (a) on the
27 same web page on which the Product is displayed; (b) on the same web page as the order form for
28 the Product; (c) on the same page as the price for any Product; or (d) on one or more web pages

^{5,6}See footnote 1, *supra*, fully incorporated herein by reference.

1 displayed to a purchaser during the checkout process. The following warning statement shall be
2 used and shall appear in any of the above instances adjacent to or immediately following the
3 display, description, or price of the Product for which it is given in the same type size or larger as
4 the Product description text:

5 **WARNING:** The cosmetic components of this product contain
6 lead, a chemical known to the State of California to
cause birth defects and other reproductive harm.⁷

7 Alternatively, the designated symbol may appear adjacent to or immediately following the
8 display, description, or price of the Product for which a warning is being given, provided that the
9 following warning statement also appears elsewhere on the same web page:

10 **WARNING:** Products identified on this page with the
11 following symbol contain cosmetic components
12 that contain lead, a chemical known to the State
of California to cause birth defects and other
reproductive harm: ▼.⁸

13 **2.2 Exceptions To Warning Requirements**

14 The warning requirements set forth in Section 2.1 shall not apply to:

- 15 (i) Any Products shipped before the effective date; or
- 16 (ii) Reformulated Products (as defined in Section 2.3 below).

17 **2.3 Reformulation Standards**

18 Reformulated Product components are defined as follows: (1) any lipstick that contains
19 less than or equal to 0.35 parts per million (“ppm”) of lead; and (2) any other cosmetic item,
20 including eye shadows and blush that contain less than or equal to 0.50 parts per million (“ppm”)
21 of lead. The warnings required pursuant to Section 2.1 above shall not be required for
22 Reformulated Products.

23 Defendants shall use Environmental Protection Agency (“EPA”) testing methodology 6020
24 or 6010 to determine whether the respective levels have been exceeded in their Products.

25
26
27
28 ^{7, 8}See footnote 1, supra, fully incorporated herein by reference.

1 **2.4 Reformulation Commitment**

2 Defendants hereby commit that one-hundred percent (100%) of the Products that they offer
3 for sale in California after June 30, 2008, shall qualify as Reformulated Products or shall otherwise
4 be exempt from the warning requirements of Section 2.1.

5 **2.5 Recall of Past Products**

6 Defendants hereby agree to recall all *Petite Miss Make-Up Set, No. 7017 (#0 76666 07017*
7 *6)* sold in California by contacting each of their direct customers via certified mail. Each recall
8 notice shall be mailed within 30 days of the effective date and shall be made available to Dr.
9 Leeman upon written request. Defendants shall post a recall notice for the *Petite Miss Make-Up*
10 *Set, No. 7017 (#0 76666 07017 6)* on their website. The recall notice posted on defendants'
11 website shall be available for viewing on their home page, via a hyperlink available on their
12 homepage, or via a hyperlink available on the product safety page. Said recall notice shall be
13 posted within thirty (30) days of the effective date and shall remain posted for not less than six
14 months.

15 **3. MONETARY PAYMENTS**

16 **3.1 Payments to be Made Pursuant to Health & Safety Code §25249.7(b)**

17 Pursuant to California Health & Safety Code §25249.7(b), the total amount of payments to
18 be made under this Section shall be **\$4,000**. All payments made pursuant to this Section 3.1 shall
19 be payable to "HIRST & CHANLER LLP in Trust For Whitney R. Leeman, Ph.D." and shall be
20 delivered within fifteen (15) days of the effective date to Dr. Leeman's counsel at the following
21 address:

22 HIRST & CHANLER LLP
23 Attn: Proposition 65 Controller
24 2560 Ninth Street
25 Parker Plaza, Suite 214
26 Berkeley, CA 94710-2565

25 **3.2 Apportionment of Payments Received under §25249.7**

26 All monies received shall be apportioned by Dr. Leeman in accordance with California
27 Health & Safety Code §25192, with seventy-five percent (75%) of these funds remitted by Dr.
28 Leeman to the State of California's Office of Environmental Health Hazard Assessment and the

1 remaining twenty-five percent (25%) of these monies retained by Dr. Leeman as provided by
2 California Health & Safety Code §25249.12(d). Dr. Leeman shall bear all responsibility for
3 apportioning and paying to the State of California the appropriate amounts of the funds in
4 accordance with this Section.

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

6 The parties acknowledge that Dr. Leeman and her counsel offered to resolve this dispute
7 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
8 this fee and cost issue to be resolved after the material terms of the agreement had been settled.
9 Defendants then expressed a desire to resolve the fee and cost issue shortly after the other
10 settlement terms had been finalized. The parties then reached an accord on the compensation due
11 to Dr. Leeman and her counsel under the private attorney general doctrine codified at California
12 Code of Civil Procedure §1021.5 for all work performed in reaching and finalizing this Consent
13 Judgment. Under the private attorney general doctrine, Defendants shall reimburse Dr. Leeman
14 and her counsel for fees and costs incurred as a result of investigating, bringing this matter to
15 Defendants' attention, and negotiating a settlement in the public interest. Defendants shall pay Dr.
16 Leeman and her counsel **\$33,500** for all attorneys' fees, expert and investigation fees, litigation,
17 and related costs. The payment shall be made payable to "HIRST & CHANLER LLP" and shall
18 be delivered within fifteen (15) days of the effective date, at the following address:

19 HIRST & CHANLER LLP
20 Attn: Proposition 65 Controller
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710-2565

24 **5. RELEASE OF ALL CLAIMS**

25 **5.1 Dr. Leeman's Release of Defendants**

26 In further consideration of the promises and agreements herein contained, and for the
27 payments to be made pursuant to Sections 3 and 4, Dr. Leeman on behalf of herself, her past and
28 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
general public, hereby waives all rights to institute or participate in, directly or indirectly, any form
of legal action and releases all claims, including, without limitation, all actions, and causes of

1 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
2 losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys'
3 fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively
4 "claims"), against Defendants and each of their downstream wholesalers, licensors, licensees,
5 auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies,
6 corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,
7 shareholders, agents, and employees, and sister and parent entities (collectively "releasees"). This
8 release is limited to those claims that arise under Proposition 65, as such claims relate to
9 Defendants' alleged failure to warn about exposures to the listed chemical contained in the
10 Products. This release specifically includes defendant, Longs Drugs Stores Corporation. Plaintiff
11 shall dismiss Longs Drugs Stores Corporation with prejudice within five days of the Court's
12 approval of this Consent Judgment.

13 The parties further understand and agree that this release shall not extend upstream to any
14 entities that manufactured the Products or any component parts thereof, or any distributors or
15 suppliers who sold the Products or any component parts thereof to Defendants.

16 **5.2 Defendants' Release of Dr. Leeman**

17 Defendants waive any and all claims against Dr. Leeman, her attorneys, and other
18 representatives for any and all actions taken or statements made (or those that could have been
19 taken or made) by Dr. Leeman and her attorneys and other representatives, whether in the course
20 of investigating claims or otherwise seeking enforcement of Proposition 65 against them in this
21 matter, and/or with respect to the Products.

22 **6. COURT APPROVAL**

23 This Consent Judgment is not effective until it is approved and entered by the court and
24 shall be null and void if, for any reason, it is not approved and entered by the court within one year
25 after it has been fully executed by all parties, in which event any monies that have been provided
26 to Plaintiff, or her counsel pursuant to Section 3 and/or Section 4 above, shall be refunded within
27
28

1 fifteen (15) days after receiving written notice from Defendants that the one-year period has
2 expired.

3 **7. SEVERABILITY**

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

7 **8. ATTORNEYS' FEES**

8 In the event that, after the execution of this Consent Judgment: (1) a dispute arises with
9 respect to any provision of this Consent Judgment; or (2) any party takes reasonable and necessary
10 steps to enforce the terms of this Consent Judgment, the prevailing party shall be entitled to
11 reasonable attorneys' fees and costs.

12 **9. GOVERNING LAW**

13 The terms of this Consent Judgment shall be governed by the laws of the State of
14 California and apply within the State of California. In the event that Proposition 65 is repealed or
15 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then
16 Defendants shall provide written notice to Dr. Leeman of any asserted change in the law, and shall
17 have no further obligations pursuant to this Consent Judgment with respect to, and to the extent
18 that, the Products are so affected.

19 **10. NOTICES**

20 Unless specified herein, all correspondence and notices required to be provided pursuant to
21 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,
22 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the
23 other party at the following addresses:

24 To Defendants:

25 Harvey Friedman, Esq.
26 GREENBERG GLUSKER
27 1900 Avenue of the Stars
28 21st Floor
Los Angeles, California 90067

1 To Dr. Leeman:

2 Proposition 65 Coordinator
3 HIRST & CHANLER LLP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565

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

9 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

14 Dr. Leeman agrees to comply with the reporting form requirements referenced in California
15 Health & Safety Code §25249.7(f).

16 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

17 Dr. Leeman and Defendants agree to mutually employ their best efforts to support the entry
18 of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the
19 court in a timely manner. The parties acknowledge that, pursuant to California Health & Safety
20 Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.
21 Accordingly, Plaintiff agrees to file a Motion to Approve the Agreement (“Motion”). Defendants
22 and Longs Drugs Stores shall have no additional responsibility to Plaintiff’s counsel pursuant to
23 Code of Civil Procedure §1021.5 or otherwise with regard to reimbursement of any fees and costs
24 incurred with respect to the preparation and filing of the Motion or with regard to Plaintiff’s
25 counsel appearing for a hearing thereon.

26 **14. MODIFICATION**

27 This Consent Judgment may be modified only: (1) by written agreement of the parties and
28 upon entry of a modified Consent Judgment by the court thereon; or (2) upon a successful motion
of any party and 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)

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

days in advance of its consideration by the court.

1 **15. AUTHORIZATION**

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

<p>5 AGREED TO:</p> <p>6 Date: <u>1/23/08</u></p> <p>7</p> <p>8 By: <u>[Signature]</u> 9 Plaintiff, WHITNEY R. LEEMAN, Ph.D.</p>	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, IMPERIAL TOY CORP.</p>
	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, IMPERIAL TOY LLC</p>
<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>HIRST & CHANLER LLP</p> <p>By: _____ David Bush Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>GREENBERG GLUSKER</p> <p>By: _____ Harvey Friedman Attorneys for Defendants IMPERIAL TOY CORP. and IMPERIAL TOY LLC</p>

23 **IT IS SO ORDERED.**


24 Date: _____

25 _____
26 JUDGE OF THE SUPERIOR COURT

28

1 **15. AUTHORIZATION**

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

<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Plaintiff, WHITNEY R. LEEMAN, Ph.D.</p>	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, IMPERIAL TOY CORP.</p>
	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, IMPERIAL TOY LLC</p>
<p>APPROVED AS TO FORM:</p> <p>Date: <u>1/22/08</u></p> <p> THIRST & CHANLER LLP</p> <p>By: _____ David Bush Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>GREENBERG GLUSKER</p> <p>By: _____ Harvey Friedman Attorneys for Defendants IMPERIAL TOY CORP. and IMPERIAL TOY LLC</p>


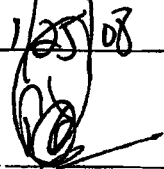

23 **IT IS SO ORDERED.**

24 Date: _____

25 _____
26 JUDGE OF THE SUPERIOR COURT

1 **15. AUTHORIZATION**

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

<p>AGREED TO: Date: _____ By: _____ Plaintiff, WHITNEY R. LEEMAN, Ph.D.</p>	<p>AGREED TO: Date: <u>1/25/2008</u> By:  Defendant, IMPERIAL TOY CORP.</p>
	<p>AGREED TO: Date: <u>1/25/08</u> By:  Defendant, IMPERIAL TOY LLC</p>
<p>APPROVED AS TO FORM: Date: _____ HIRST & CHANLER LLP By: _____ David Bush Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.</p>	<p>APPROVED AS TO FORM: Date: <u>1/28/08</u> GREENBERG GLUSKER By:  Harvey Friedman Attorneys for Defendants IMPERIAL TOY CORP. and IMPERIAL TOY LLC</p>

23
24 **IT IS SO ORDERED.**
25 Date: _____

JUDGE OF THE SUPERIOR COURT