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15 Whitney R. Leeman, Ph.D.

**FILED**  
San Francisco County Superior Court

APR 18 2005

GORDON PARKER, Clerk  
BY: *[Signature]* Deputy Clerk

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

429642 *[Signature]*

14 WHITNEY R. LEEMAN, PH.D, an individual )  
15 Plaintiff, )  
16 v. )  
17 RITE AID CORPORATION; and DOES 1 )  
18 through 150, )  
19 Defendants. )

No. CGC-04-429842

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

Date: March 17, 2005  
Time: 9:30 a.m.  
Dept: 302  
Judge: Hon. Ronald Evans Quidachay

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendant RITE  
2 AID CORPORATION ("Settling Defendant"), having agreed through their respective counsel that  
3 judgment be entered pursuant to the terms of the Consent Judgment entered into by the above-  
4 referenced parties and attached hereto as Exhibit A; and after consideration of the papers  
5 submitted and the arguments presented, the Court finds that the settlement agreement set out in the  
6 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: APR 15 2005

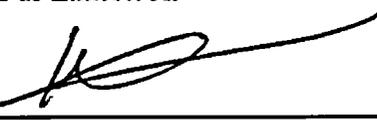
17   
18 \_\_\_\_\_  
19 Hon. Ronald Evans Quidachay  
20 JUDGE OF THE SUPERIOR COURT  
21  
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28

EXHIBIT "A"

1 Stephen S. Sayad (State Bar No. 104866)  
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8 Attorneys for Plaintiff  
9 Whitney R. Leeman, Ph.D.

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

13 WHITNEY R. LEEMAN, Ph.D.

14 Plaintiff,

15 vs.

16 RITE AID CORPORATION, and DOES 1  
17 through 150,

18 Defendant.

Case No. CGC-04-429842

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

19 **1. INTRODUCTION**

20 **1.1 Plaintiff and Settling Defendant** This Consent Judgment is entered into by and  
21 between plaintiff Whitney Leeman, Ph.D. (hereafter "Dr. Leeman" or "Leeman" or "Plaintiff") and  
22 RITE AID CORPORATION (hereafter "Rite Aid"), with Plaintiff and Rite Aid collectively referred  
23 to as the "Parties" and Dr. Leeman and Rite Aid each being a "Party".

24 **1.2 Plaintiff** Dr. Leeman is an individual residing in Sacramento, California who seeks  
25 to promote awareness of exposures to toxic chemicals and improve human health by reducing or  
26 eliminating hazardous substances contained in consumer and industrial products.  
27  
28

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

1           **1.3    General Allegations** Plaintiff alleges that Rite Aid has distributed and/or sold in the  
2 State of California mugs, bowls and tableware with colored designs and/or artwork on the exterior  
3 surface that contain lead (and/or lead compounds) that are listed pursuant to the Safe Drinking Water  
4 and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 et seq., also  
5 known as Proposition 65, to cause cancer and birth defects and other reproductive harm. Lead  
6 (and/or lead compounds) shall be referred to herein as "Listed Chemicals." Rite Aid denies  
7 Plaintiff's allegations.

8           **1.4    Product Descriptions** The products that are covered by this Consent Judgment are  
9 defined as follows: all mugs, bowls and tableware with colored designs and/or artwork on their  
10 exterior surface containing lead. Such products collectively are referred to herein as the "Products."  
11 All products identified on Exhibit A are specifically covered by this Consent Judgment.

12           **1.5    Notices of Violation** On April 25, 2004, Dr. Leeman alleges that she served Rite Aid  
13 and various public enforcement agencies with documents, entitled "60-Day Notice of Violation"  
14 ("Notice") that provided Rite Aid and such public enforcers with notice that alleged that Rite Aid  
15 was in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain  
16 products that it sold expose users in California to lead and lead compounds.

17           **1.6    Complaints** On March 16, 2004, Dr. Leeman, who asserts that she is acting in the  
18 interest of the general public in California, filed a complaint (hereafter referred to as the  
19 "Complaint" or the "Action") in the Superior Court for the City and County of San Francisco against  
20 Rite Aid and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6 based on  
21 the alleged exposures to one or more of the Listed Chemicals contained in certain products sold by  
22 Rite Aid.

23           **1.7    No Admission** Rite Aid denies the material factual and legal allegations contained in  
24 Plaintiff's Notice and Complaint and maintains that all products that it has sold and distributed in  
25 California including the Products have been and are in compliance with all laws. Nothing in this  
26 Consent Judgment shall be construed as an admission by Rite Aid of any fact, finding, issue of law,  
27 or violation of law, nor shall compliance with this Agreement constitute or be construed as an  
28 admission by Rite Aid of any fact, finding, conclusion, issue of law or violation of law. However,

1 this section shall not diminish or otherwise affect the obligations, responsibilities and duties of Rite  
2 Aid under this Consent Judgment.

3       **1.8    Consent to Jurisdiction** For purposes of this Consent Judgment only, the Parties  
4 stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint  
5 and personal jurisdiction Rite Aid as to the acts alleged in the Complaint, that venue is proper in the  
6 County of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment and to  
7 enforce the provisions thereof.

8       **1.9    Effective Date** For purposes of this Consent Judgment, "Effective Date" shall be  
9 December 31, 2004.

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

11       **2.1    Warning Obligations For Non-Reformulated Products**

12  
13       **2.1.A. Required Warnings and Non-exempt Products** After December 31, 2004,  
14 Rite Aid shall not sell or offer for sale in California any Non-exempt Products containing the Listed  
15 Chemicals, unless warnings are given in accordance with one or more provisions in subsection 2.3  
16 below. As used in this Consent Judgment, "Non-exempt Products" shall mean all Products sold in  
17 California except those excluded in subsection 2.1.B below.

18       **2.1.B. Exceptions** The warning requirements set forth in subsections 2.1.A and 2.2  
19 below shall not apply to:

- 20           i.       any Products manufactured before December 31, 2004,  
21           ii.       Reformulated Products, or  
22           iii.       any Products manufactured by any other person in the course of doing  
23                    business who is subject to a final judgment addressing Proposition 65  
24                    warning obligations arising from alleged exposures to ceramic mugs  
                    and bowls with colored artwork, designs or markings on the exterior  
                    surface.

25       **2.2    Clear And Reasonable Warnings**

26       **2.2.A. Product Labeling** A warning is affixed to the packaging, labeling or directly  
27 to or on a Non-exempt Product by Rite Aid, its agent, or the manufacturer, importer, or distributor of  
28

1 the Non-exempt Product, unless Rite Aid provides that warning itself, that states:

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

6           **WARNING: The materials used as colored decorations on the exterior of these**  
7           **products contain lead, a chemical known to the State of California**  
8           **to cause birth defects or other reproductive harm.<sup>1</sup>**  
9           or

10           **WARNING: The materials used as colored decorations on the exterior of the**  
11           **following products contain lead, a chemical known to the State of**  
12           **California to cause birth defects or other reproductive harm.**

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

20           **2.2.B. Point-of-Sale Warnings** Rite Aid may execute its warning obligations,  
21 where applicable, through arranging for the posting of signs at its retail outlets in the State of  
22 California at which Non-exempt Products are sold, in accordance with the terms specified in  
23 subsections 2.2.B.1, 2.2.B.2 and 2.2.B.3.

24           **2.2.B.1.** Point of Sale warnings may be provided through one or more  
25 signs posted at or near the point of sale or display of the Non-exempt Products that state:

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

**WARNING: The materials used as colored decorations on the exterior of**  
              **tableware products sold in this store contain lead, a**  
              **chemical known to the State of California to cause birth**

---

<sup>1</sup> This formulation of the warning may only be used with respect to Products when sold as a set.

defects or other reproductive harm.<sup>2</sup>  
or

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

2.2.B.2. In lieu of displaying warning signs with the language set forth above, Rite Aid may elect to combine any point-of-sale warning signs required under this Consent Judgment with any warnings it provides for ceramic tableware (as defined in the Consent Judgment in *People v. Jostah Wedgwood & Sons, Inc.*) or lead crystal (as defined in the Consent Judgment in *Mateel Environmental Justice Foundation v. T.J. Maxx*), through use of the warning signs in the form of Exhibits B or C. If Rite Aid elects to provide combined warnings through use of Exhibit B, then it shall place the Designated Symbol (the yellow triangle shown in Exhibit B) next to each display of Non-exempt Product, ceramic tableware, and lead crystal for which a warning is to be given. If Rite Aid elects to provide combined warnings through use of Exhibit C, then the Non-exempt Products for which the warning is to be given shall be identified by manufacturer and product description in the warning sign, and Designated Symbols need not be displayed. If Rite Aid elects to combine its Non-exempt Product and other product warnings under this subsection, display of warnings for the other products and the Non-exempt Products in the manner set forth in this subsection shall constitute compliance with Proposition 65 for all such products.

2.2.B.3. A point of sale warning provided pursuant to subsection 2.2.B.1 shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions of use or purchase and shall be placed or written in a manner such that the consumer understands to which specific Non-exempt 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 Non-exempt Products by this subsection shall only be made following: (1) approval of Plaintiff; (2) approval from the California Attorney General's

<sup>2</sup> This formulation of the warning may only be used where the store in which the Non-exempt Products are sold sells only Non-exempt Products, which are not included in Section 2.3.

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 **2.3 Reformulation Standards:** Products satisfying the conditions of section 2.3.A,  
4 2.3.B, 2.3.C, 2.3.D and/or 2.3.E are referred to as "Reformulated Products." The warnings required  
5 pursuant to sections 2.1.A and 2.2 above shall not be required for Reformulated Products, defined as  
6 follows:

7 2.3.A. If the colored artwork, designs or markings on the exterior surface of the  
8 Product exclusive of the top 20 millimeters of the ware (i.e., below the exterior portion of the lip and  
9 rim area as defined by American Society of Testing and Materials Standard Test Method C927-99,  
10 hereinafter the "Lip and Rim Area"), produce a test result no higher than 1.0 micrograms (ug) of  
11 lead using a Ghost Wipe™ test applied on painted portions of the surface of the Product performed  
12 as outlined in NIOSH method no. 9100, such Product is a Reformulated Product; or

13 2.3.B. If the Product achieves a result of .99 ppm or less for lead when tested under  
14 the protocol attached hereto as Exhibit D (the ASTM 738-81 test method modified for total  
15 immersion and comparison to internal volume), such Product is a Reformulated Product; or

16 2.3.C. If the colored artwork, designs or markings on the exterior surface of the  
17 Product extends into the exterior Lip and Rim Area or the interior (food contact surface) of the  
18 Product, and the Product yields a test result acceptable under section 2.3.A above, and (1) a result of  
19 0.5 micrograms/milliliter (ug/ml) of lead or less using ASTM method C 927-99 with respect to any  
20 colored artwork, designs or markings in the Lip and Rim Area and/or (2) a result of 0.1 parts per  
21 million (ppm) of lead or less using AOAC/ASTM method 973.32 with respect to any colored  
22 artwork, designs or markings on the interior (food contact surface) if the Product is hollowware, or a  
23 result of 0.226 parts per million (ppm) of lead or less using AOAC/ASTM method 973.32 with  
24 respect to any colored artwork, designs or markings on the interior (food contact surface) if the  
25 Product is flatware, such Product is a Reformulated Product; or

26 2.3.D. If the Product utilizes paints for all colored artwork, designs or markings  
27 containing six one-hundredths of one percent (0.06%) lead by weight or less as measured at Rite  
28 Aid's option, either before or after the material is fired onto (or otherwise affixed to) the Product,

1 using a sample size of the materials in question measuring approximately 50-100 mg and a test  
2 method of sufficient sensitivity to establish a limit of quantitation (as distinguished from detection)  
3 of less than 600 parts per million ("ppm"), such Product is a Reformulated Product;

4           2.3.E. Should any court enter a final judgment in a case brought by Dr. Leeman or  
5 the People of the State of California involving tableware with colored artwork, designs or markings  
6 allegedly containing lead which sets forth standards defining when Proposition 65 warnings will or  
7 will not be required ("Alternative Standards"), Rite Aid shall be entitled to seek a modification of  
8 this Consent Judgment pursuant to section 15 herein, so as to be able to utilize and rely on such  
9 Alternative Standards in lieu of those set forth in sections 2.3 of this Consent Judgment; Dr. Leeman  
10 shall not unreasonably contest any proposed application to effectuate such a modification provided  
11 that the Products for which such a modification are sought are substantially similar in type and  
12 function to those for which the Alternative Standards apply.

13       **3. MONETARY PAYMENTS**

14           **3.1 Penalties Pursuant To Health & Safety Code §25249.7(b)** Pursuant to Health &  
15 Safety Code Section 25249.7(b), Rite Aid shall pay a total of \$45,000 in civil penalties in two  
16 installments with the first payment of \$30,000 to be made not later than November 30, 2004, and  
17 made payable to "Chanler Law Group in Trust For Whitney R. Leeman." The second penalty  
18 payment of \$15,000 shall be paid on January 20, 2006; however, such second payment shall be  
19 waived in the event that Rite Aid certifies on or before January 10, 2006, that 80% or more of the  
20 Products it sold in California in calendar year 2005 were Reformulated Products; provided, however,  
21 that Products manufactured before October 31, 2004, shall not be included in this calculation. Any  
22 such certification with respect to the percentage of Reformulated Products sold shall specify the  
23 Product (by Product name, SKU or UPC Code) and the number of units sold for each such Product.

24           3.1.A. In the event that Rite Aid pays any penalty and the Consent Judgment is not  
25 thereafter approved and entered by the Court, Dr. Leeman shall return any penalty funds paid under  
26 this agreement within fifteen (15) days of receipt of a written request from Rite Aid following notice  
27 of the issuance of the Court's decision.  
28



1     **5.     RELEASE OF ALL CLAIMS**

2             **5.1     Plaintiff's Release of Rite Aid** In further consideration of the promises and  
3 agreements herein contained, and for the payments to be made pursuant to sections 3 and 4, Plaintiff,  
4 on behalf of herself, her past and current agents, representatives, attorneys, successors and/or  
5 assignees, and in the interest of the general public, hereby waives all rights to institute or participate  
6 in, directly or indirectly, any form of legal action and release all claims, including, without  
7 limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, obligations,  
8 damages, costs, fines, penalties, losses or expenses (including, but not limited to, investigation fees,  
9 expert fees and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
10 contingent (collectively "Claims"), against Rite Aid and each of its distributors, wholesalers,  
11 vendors, suppliers, licensors, licensees, auctioneers, dealers, customers, owners, purchasers, users,  
12 parent companies, corporate affiliates, subsidiaries and their respective officers, directors, attorneys,  
13 representatives, shareholders, agents, and employees (collectively, "Rite Aid Releasees") arising  
14 under Proposition 65, Business & Professions Code § 17200 et seq. and Business & Professions  
15 Code § 17500 et seq., related to Rite Aid's or Rite Aid Releasees' alleged failure to warn about  
16 exposures to or identification of Listed Chemicals contained in the Products.

17             The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
18 binding resolution of any violation of Proposition 65, Business & Professions Code §§ 17200 et seq.  
19 and Business & Professions Code §§ 17500 et seq., that have been or could have been asserted in the  
20 Complaints against Rite Aid for its alleged failure to provide clear and reasonable warnings of  
21 exposure to or identification of Listed Chemicals in the Products.

22             In addition, Plaintiff, on behalf of herself, her attorneys, and their agents, waive all rights to  
23 institute or participate in, directly or indirectly, any form of legal action and releases all Claims  
24 against the Rite Aid Releasees arising under Proposition 65, Business & Professions Code §§ 17200  
25 et seq. and Business & Professions Code §§ 17500 et seq., related to each of the Rite Aid Releasees'  
26 alleged failures to warn about exposures to or identification of Listed Chemicals contained in the  
27 Products and for all actions or statements made by Rite Aid or its attorneys or representatives, in the  
28

1 course of responding to alleged violations of Proposition 65, Business & Professions Code §§ 17200  
2 or Business & Professions Code §§ 17500 by Rite Aid. Provided however, Plaintiff shall remain  
3 free to institute any form of legal action to enforce the provisions of this Consent Judgment.

4 It is specifically understood and agreed that the Parties intend that Rite Aid's compliance  
5 with the terms of this Consent Judgment resolves all issues and liability, now and in the future (so  
6 long as Rite Aid complies with the terms of the Consent Judgment) concerning Rite Aid and the Rite  
7 Aid Releasees' compliance with the requirements of Proposition 65, Business and Professions Code  
8 §§ 17200 et. seq. and Business & Professions Code §§ 17500 et seq., as to the Listed Chemicals in  
9 the Products.

10 **5.2 Rite Aid's Release of Plaintiff** Rite Aid waives all rights to institute any form of  
11 legal action against Plaintiff, or their attorneys or representatives, for all actions taken or statements  
12 made by Plaintiff and her attorneys or representatives, in the course of seeking enforcement of  
13 Proposition 65, Business & Professions Code §§ 17200 et seq. or Business & Professions Code §§  
14 17500 et seq. in this Action.

15 **6. COURT APPROVAL**

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

21 **7. SEVERABILITY**

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

25 **8. ATTORNEYS' FEES**

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

1     **9.    GOVERNING LAW**

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

7     **10. NOTICES**

8           All correspondence and notices required to be provided pursuant to this Consent Judgment  
9 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,  
10 return receipt requested or (ii) overnight courier on either Party by the others at the following  
11 addresses.

12           **To Rite Aid:**

13                   Office of the General Counsel  
14                   Rite Aid Corporation  
15                   P.O. Box 3165  
                    Harrisburg, PA 17105

16           **To Plaintiff:**

17                   Clifford A. Chanler  
18                   Chanler Law Group  
                    71 Elm Street, Suite 8  
                    New Canaan, CT 06840

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

21     **11. NO ADMISSIONS**

22           Nothing in this Consent Judgment shall constitute or be construed as an admission by Rite  
23 Aid of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance with this  
24 Consent Judgment constitute or be construed as an admission by Rite Aid of any fact, finding,  
25 conclusion, issue of issue of law, or violation of law, such being specifically denied by Rite Aid.  
26 Rite Aid reserves all of its rights and defenses with regard to any claim by any party under  
27 Proposition 65 or otherwise. However, this section shall not diminish or otherwise affect Rite Aid's  
28 obligations, responsibilities and duties under this Consent Judgment.

1     **12. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

13     **14. ADDITIONAL POST EXECUTION ACTIVITIES**

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

1     **15.   MODIFICATION**

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

7     **16.   ENFORCEMENT OF CONSENT JUDGMENT**

8           16.1 Before moving to enforce the terms and conditions of Section 2 of this Consent  
9 Judgment against Rite Aid with respect to an alleged violation occurring at a retail outlet (defined  
10 below) located in California, Plaintiff and others must follow the procedures set forth in Section 16.2  
11 through 16.4

12           16.2 In the event that Plaintiff and/or her attorneys, agents, assigns, or any other person  
13 acting in the public interest under Health & Safety Code Section 25249.7(d) (hereinafter "Notifying  
14 Person"), identify one or more retail stores in California operated by Rite Aid (hereinafter "retail  
15 outlet") at which Products are sold which do not meet the requirements of this Consent Judgment,  
16 such Notifying Person shall notify, in writing, Rite Aid of such alleged failure to comply (the  
17 "Notice of Breach"). Within sixty (60) days of the date the alleged violation was observed, a Notice  
18 of Breach shall be served by first class mail, with proof of service, to the persons set forth in Section  
19 17, below. The Notice of Breach shall identify the date the alleged violation was observed and the  
20 retail outlet in question, and reasonably describe the nature of the alleged violation with sufficient  
21 detail to allow Rite Aid to determine the basis of the claim being asserted and the identities of the  
22 type of Products to which those assertions apply, along with the name of the specific product alleged  
23 to violate this Agreement.

24           16.3 In the event that the Notifying Person identifies a specific retail outlet, other than the  
25 specific one identified in Section 16.2 of this Consent Judgment, selling other Products not  
26 compliant with this Consent Judgment, such Notifying Person shall serve Rite Aid with another  
27 Notice of Breach in the manner and with the information required in Section 16.2 and provide the  
28 information required in Section 16.2.

1 16.4 The Notifying Person shall take no further action against Rite Aid unless the Notifying  
2 Person discovers, no less than thirty (30) days nor greater than six (6) months after service of the  
3 Notices of Breach served pursuant to Sections 16.2 and 16.3, another failure to comply with the type  
4 of Products previously identified by the Notifying Person whether or not the alleged failure to  
5 comply is at the same retail outlet(s) identified in the Notices of Breach served pursuant to Sections  
6 16.2 and 16.3

7 **17. AUTHORIZATION**

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

11 **AGREED TO:**

**AGREED TO:**

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

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

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

By: \_\_\_\_\_  
Defendant Rite Aid Corporation

17  
18 **APPROVED AS TO FORM:**

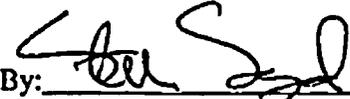
**APPROVED AS TO FORM:**

19 Date: November 18, 2004

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

20  
21 **CHANLER LAW GROUP**

**KELLY, HERLIHY & KLEIN LLP**

22 By:   
23 Stephen S. Sayad  
24 Attorneys for Plaintiff  
25 WHITNEY R. LEEMAN, Ph.D.

By: \_\_\_\_\_  
Jonathan Allan Klein  
Attorneys for Defendant RITE AID  
CORPORATION

26 **IT IS SO ORDERED.**

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

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

1 16.4 The Notifying Person shall take no further action against Rite Aid unless the Notifying  
2 Person discovers, no less than thirty (30) days nor greater than six (6) months after service of the  
3 Notices of Breach served pursuant to Sections 16.2 and 16.3, another failure to comply with the type  
4 of Products previously identified by the Notifying Person whether or not the alleged failure to  
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6 16.2 and 16.3

7 **17. AUTHORIZATION**

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

11 **AGREED TO:**

**AGREED TO:**

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

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

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

By: \_\_\_\_\_  
Defendant Rite Aid Corporation

17 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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

20  
21 CHANLER LAW GROUP

KELLY, HERLIHY & KLEIN LLP

22 By: \_\_\_\_\_  
23 Stephen S. Sayad  
24 Attorneys for Plaintiff  
25 WHITNEY R. LEEMAN, Ph.D.

By: \_\_\_\_\_  
Jonathan Allan Klein  
Attorneys for Defendant RITE AID  
CORPORATION

26 **IT IS SO ORDERED.**

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

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

1 16.4 The Notifying Person shall take no further action against Rite Aid unless the Notifying  
2 Person discovers, no less than thirty (30) days nor greater than six (6) months after service of the  
3 Notices of Breach served pursuant to Sections 16.2 and 16.3, another failure to comply with the type  
4 of Products previously identified by the Notifying Person whether or not the alleged failure to  
5 comply is at the same retail outlet(s) identified in the Notices of Breach served pursuant to Sections  
6 16.2 and 16.3

7 **17. AUTHORIZATION**

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

11 **AGREED TO:**  
12  
13 Date: \_\_\_\_\_  
14  
15 By: \_\_\_\_\_  
16 Plaintiff Whitney R. Leeman, Ph.D

**AGREED TO:**  
Date: November 19, 2004  
By:   
Defendant Rite Aid Corporation

17 **APPROVED AS TO FORM:**  
18  
19 Date: \_\_\_\_\_  
20  
21 CHANLER LAW GROUP  
22 By: \_\_\_\_\_  
23 Stephen S. Sayad  
24 Attorneys for Plaintiff  
WHITNEY R. LEEMAN, Ph.D.

**APPROVED AS TO FORM:**  
Date: 11/19/04  
KELLY, HEGLIHY & KLEIN LLP  
By:   
Jonathan Allan Klein  
Attorneys for Defendant RITE AID  
CORPORATION

25 **IT IS SO ORDERED.**

26  
27 Date: \_\_\_\_\_  
28 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**Exhibit A**

All mugs, bowls and tableware with colored designs and/or artwork including but not limited to:

<u>Evidence No.</u>	<u>Manufacturer</u>	<u>Type</u>	<u>Product</u>	<u>UPC Codes</u>
E640.1.1	Unknown	Design/Exterior	Vessel, Drinking	None
E640.1.2	Unknown	Design/Exterior	Vessel, Drinking	None
E460.3.3	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.0.1	Kennex (HK) Ltd.	Design/Exterior	Decorative Product	
E640.0.2	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.2.1	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.2.2	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.2.3	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.3.1	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.3.2	Kennex (HK) Ltd.	Design/Exterior	Vessel, Drinking	
E640.4.1	Kennex (HK) Ltd.	Design/Exterior	Vessel, Food	
E640.4.2	Kennex (HK) Ltd.	Design/Exterior	Vessel, Food	
E640.5.1	Kennex (HK) Ltd.	Design/Exterior	Decorative Product	
LS21.5	Unknown	Design/Exterior	Vessel, Drinking	None
LS21.6	Unknown	Design/Exterior	Vessel, Drinking	None
LS21.7	Unknown	Design/Exterior	Vessel, Drinking	None
LS21.8	Unknown	Design/Exterior	Vessel, Drinking	None
LS21.9	Unknown	Design/Exterior	Vessel, Drinking	None
C290.1.1	East Bay Imports	Design/Exterior	Vessel, Drinking	
C290.2.1	East Bay Imports	Design/Exterior	Vessel, Drinking	8 71231 00060 8
C290.2.2	East Bay Imports	Design/Exterior	Vessel, Drinking	8 71231 00060 8
C290.3.1	East Bay Imports	Design/Exterior	Decorative Product	
C290.3.2	East Bay Imports	Design/Exterior	Decorative Product	
C290.3.3	East Bay Imports	Design/Exterior	Decorative Product	
C290.4.1	East Bay Imports	Design/Exterior	Decorative Product	
C290.4.2	East Bay Imports	Design/Exterior	Decorative Product	
C290.4.3	East Bay Imports	Design/Exterior	Decorative Product	
C290.5.1	East Bay Imports	Design/Exterior	Vessel, Food	
C290.5.2	East Bay Imports	Design/Exterior	Vessel, Food	
C290.5.3	East Bay Imports	Design/Exterior	Vessel, Food	
C290.6.1	East Bay Imports	Design/Exterior	Vessel, Food	
C290.6.2	East Bay Imports	Design/Exterior	Vessel, Food	
C290.6.3	East Bay Imports	Design/Exterior	Vessel, Food	
C290.7.1	East Bay Imports	Design/Exterior	Vessel, Drinking	
C290.7.2	East Bay Imports	Design/Exterior	Vessel, Drinking	

<b>Vendor Name</b>	<b>Item #</b>	<b>Description</b>
Atico Intl HK Ltd- Atico Overseas	932677-2003	XHW MUG - Hand painted 4-1/2in High; Santa mug; wording: "HO HO HO"
Atico Intl HK Ltd- Atico Overseas		SB COFFEE MUG CERAMIC; W/BEACHPOINT NEW ENGLAND DESIGN 14 OZ
Atico Intl HK Ltd- Atico Overseas	997921	STONEWARE ELECTRIC POTPOURRI WARMER
Atico Intl HK Ltd- Atico Overseas	997916	STONEWARE PIZZA BAKING SET

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

1	Buchase (HK) Ltd.	929562-2002 XHW Mug w/Lid - Santa Design - Dolomite
	Buchase (HK) Ltd.	929561-2002 XHW Mug - Snowman Design - Dolomite
2	DAN DEE INTL LTD	929545-2002 SMB Mug Red-White-Blue with Stars Ceramic 20oz
3	DAN DEE INTL LTD	999273-2002 100th Anniversary Bear In Mug - 9"
4	DAN DEE INTL LTD	931234 SSP Springtime Animal In Mug - Acrylic Plush - 7 In.;
	DAN DEE INTL LTD	930585-2003 SB Mug USA Decorated - Ceramic - 20 oz.
5	DAN DEE INTL LTD	935299 KK MUG AND STUFFED TOY; 7" ANIMALS IN MUGS ASSORTMENT OF 3 BEARS
6	DAN DEE INTL LTD	934130-2004 SB MUG CERAMIC SPRING OCEAN 4IN; 2 ASSORTED: PINK WITH BLUE HANDLE
	DAN DEE INTL LTD	934206-2004 SB MUG FLORAL CERAMIC 5IN
7	DAN DEE INTL LTD	934131-2004 SB MUG CERAMIC SPRING BRIGHT 12OZ ; 2 ASSORTED: YELLOW - ORANGE WITH RED
8	DAN DEE INTL LTD	934128-2004 SB MUG CERAMIC FLOWER 5IN; 2 ASSORTED: YELLOW WITH GREEN, PINK WITH GREEN
	DAN DEE INTL LTD	934010-2004 VNV STUFFED ANIMAL IN MUG 9IN; assorted; monkey "wild thing", bear "hot stuff", tiger
9	DAN DEE INTL LTD	936748 XHD MUG WITH SNOWMAN, 16oz
	DAN DEE INTL LTD	936877 XHD MUG, CERAMIC, XMAS DECORATED, 12 oz; W/BEAR DESIGN
10	DAN DEE INTL LTD	KK MUG AND STUFFED TOY
	DAN DEE INTL LTD	938862 SB 4" TROPICAL CERAMIC MUG
11	DAN DEE INTL LTD	938364 SB SER MUG TULIP ROSES 6IN
	DAN DEE INTL LTD	938362 SB SOL CERAMIC MUG 12 OZ DECORATED; 2 ASSORTED STRIPES, SPICE OF LIFE
12	DAN DEE INTL LTD	937880 VNV TEDDY BEAR IN MUG 8IN
	DAN DEE INTL LTD	937891 VNV PLUSH W/CANDY IN MINI MUG
13	East Bay Import Co	932317-2003 HAR Bowl w/ Rack Deep Grape Pattern 12 In.
	East Bay Import Co	932309-2003 HAR Bowl Grape Pattern Embossed 8.25 In.
14	East Bay Import Co	932332-2003 HAR Mug Pumpkin/Gourd
	East Bay Import Co	932323-2003 HAR Mug Grape Pattern 14 oz.
15	East Bay Import Co	936083 HAL Sculpted Mugs; 4 ASSORTED: Vampire, Monster, Ghost, Witch
	East Bay Import Co	935936 HAR Mug 20 oz. Fruit Design
16	East Bay Import Co	934271-2004 SB SERVING BOWL DOLOMITE 11.75 In DIA
	East Bay Import Co	934272-2004 SB BOWL WITH FLORAL PATTERN CERAMIC 6 In DIA
17	East Bay Import Co	934273-2004 SB MUG 5.5in CERAMIC DIA
	East Bay Import Co	934274-2004 SB FLOWER MUG DOLOMITE 4 In H
18	East Bay Import Co	934287-2004 SB BOWL FOOTED FLOWER DOLOMITE
	East Bay Import Co	934289-2004 SB BOWL W/FLORAL DESIGN CERAMIC 8 In DIA.
19	East Bay Import Co	938711 SB Mug Assortment 20oz; Spring Rose and Spring Meadow
20	East Bay Import Co	938727 SB Mug Assortment 9oz; Spring Rose and Spring Meadow
	East Bay Import Co	938719 SB Footed Mug Assortment; Spring Rose and Spring Meadow
21	East Bay Import Co	938728 SB Footed Flower Bowl Assortment; Spring Rose and Spring Meadow
	East Bay Import Co	935947 Har Bowl w/Leaf design Fruit Colors
22	East Bay Import Co	317407 20PC Florence Porcelain Dinner
	East Bay Import Co	317487 12PC Double Platinum Dinner Set
23	East Bay Import Co	317318 Seville 20PC Decorated Dinner Set
	East Bay Import Co	317316 12PC Linea Di ORO Dinner Set
24	East Bay Import Co	317396 Stoneware Mixing Bowl Set
	East Bay Import Co	317296 7" Sardinia Blue All Purpose Bowl
25	East Bay Import Co	317381 7" Sardinia Green All Purpose Bowl
	East Bay Import Co	317383 5.5" Sardinia Green Footed Bowl
26	East Bay Import Co	317303 5.5" Sardinia Blue Footed Bowl
	East Bay Import Co	317302 12oz Sardinia Blue Mug
27	East Bay Import Co	317382 12oz Sardinia Green Mug
	East Bay Import Co	317240 Stoneware Color Glazed Jumbo Mug
28	East Bay Import Co	317266 San Remo Cereal Bowl

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

1	East Bay Import Co	317279 San Remo Pasta Bowl
	East Bay Import Co	317317 16pc Sorrento Dinner Set
2	East Bay Import Co	317355 Tuscany Cereal Bowl
	East Bay Import Co	317369 Tuscany Pasta Bowl
3	East Bay Import Co	317473 Bistro Oversized Cereal Bowl
	East Bay Import Co	317497 16pc Milano Dinner Set
4	East Bay Import Co	317498 16pc Capri Dinner set
	East Bay Import Co	317263 San Remo Mug
5	East Bay Import Co	317343 Tuscany Mug
	East Bay Import Co	317486 Bistro Oversized 16oz Mug
6	East Bay Import Co	16PC STONEWARE BLUE BANDED DINNER SET
	East Bay Import Co	SPRING FLORAL / HORTENSIA STONEWARE DECORATED MUG - 4 STYLES ASST.
7	East Bay Import Co	STONEWARE COLOR GLAZED JUMBO MUG - 4 COLORS ASST.
	East Bay Import Co	WHITE GLAZED STONEWARE POPCORN BOWL 4" X 5.5" DIA.
8	East Bay Import Co	WHITE GLAZED STONEWARE POPCORN BOWL 7.25" X 9" DIA.
	East Bay Import Co	12OZ SAN REMO STONEWARE HANDPAINTED MUG
9	East Bay Import Co	10" SAN REMO EARTHENWARE HANDPAINTED DEEP BOWL
	East Bay Import Co	5.5" SAN REMO STONEWARE HANDPAINTED CEREAL BOWL
10	East Bay Import Co	9" SAN REMO STONEWARE HANDPAINTED PASTA BOWL
	East Bay Import Co	7" SARDINIA BLUE STONEWARE TWO TONE ALL PURPOSE BOWL
11	East Bay Import Co	12OZ SARDINIA BLUE STONEWARE MUG
	East Bay Import Co	5.5" SARDINIA BLUE STONEWARE TWO TONE FOOTED BOWL
12	East Bay Import Co	20PC SEVILLE DECORATED PORCELAIN DINNER SET
	East Bay Import Co	12PC LINEA DI ORO STONEWARE DINNER SET
13	East Bay Import Co	16PC SORRENTO STONEWARE HANDPAINTED DINNER SET
	East Bay Import Co	STONEWARE COLOR GLAZED MUG - 4 COLOR ASST.
14	East Bay Import Co	SERIE DI PASTA STONEWARE DECORATED S/5 PASTA BOWLS
	East Bay Import Co	SERIE DI PASTA STONEWARE DECORATED MUGS - 4 ASST.
15	East Bay Import Co	16PC VENICE STONEWARE DINNER SET
	East Bay Import Co	12OZ TUSCANY STONEWARE HANDPAINTED MUG
16	East Bay Import Co	10" TUSCANY EARTHENWARE HANDPAINTED DEEP BOWL
	East Bay Import Co	5.5" TUSCANY EARTHENWARE HANDPAINTED CEREAL BOWL
17	East Bay Import Co	9" TUSCANY STONEWARE HANDPAINTED PASTA BOWL
	East Bay Import Co	7" SARDINIA GREEN STONEWARE TWO TONE ALL PURPOSE BOWL
18	East Bay Import Co	12OZ SARDINIA GREEN STONEWARE MUG
	East Bay Import Co	5.5" SARDINIA GREEN STONEWARE TWO TONE FOOTED BOWL
19	East Bay Import Co	TRANSPARENT GLAZED STONEWARE SET/3 MIXING BOWL
	East Bay Import Co	20PC FLORENCE PORCELAIN SPLIT DECAL DINNER SET
20	East Bay Import Co	STONEWARE DECORATED MUGS - 4 STYLES ASST.
	East Bay Import Co	STONEWARE DECORATED MUGS - 4 STYLES ASST.
21	East Bay Import Co	STONEWARE DECORATED MUGS - 4 STYLES ASST.
	East Bay Import Co	10" STONEWARE COLOR BAND DEEP BOWL
22	East Bay Import Co	STONEWARE COLOR BAND SOUP BOWL
	East Bay Import Co	16OZ STONEWARE COLOR BAND MUG
23	East Bay Import Co	16PC STONEWARE HANDPAINTED MILANO DINNER SET
	East Bay Import Co	16PC STONEWARE HANDPAINTED CAPRI DINNER SET
24	KENNEX HK LTD	930747-2003 SB Mug - Victorian Lace Ceramic; Floral Stripes and Spring Hydrangea
	KENNEX HK LTD	930710-2003 SB Bowl - Victorian Lace Ceramic- 10 In.; Floral Stripes and Spring Hydrangea
25	KENNEX HK LTD	930709-2003 SB Mug - Victorian Lace - Spring Floral Ceramic
	KENNEX HK LTD	930764-2003 SB Mug - Victorian Lace - Spring Floral Ceramic
26	KENNEX HK LTD	930754-2003 SB Mug - Victorian Lace - Spring Breeze Ceramic
	KINGSBRIDGE INTL	933713-2003 XDW 16 Pc Dinnerware Set Xmas Tree Design

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

1	INC	
2	KINGSBRIDGE INTL	
	INC	933707-2003 XDW Serving Bowl Xmas Tree Design
3	KINGSBRIDGE INTL	
	INC	932664-2003 XHW MUG Hand Painted 16oz; 4 assorted styles
4	KINGSBRIDGE INTL	
	INC	937363 XGW Mug with Coaster - Ceramic; Computers, Tennis, Golf, Bowling, Fishing, Baseball
5	LONG RICH LTD	938350 SB Mug Fruit 4-1/4in H; FRUIT DESIGN
	LONG RICH LTD	938352 SB Mug Fruit 5-7/8in H
6	NEW ATICO INTL	
	LTD	930521-2003 SB Decorative Mug w/ Flower On Handle - Dolomite - 4.25 In.
7	NEW ATICO INTL	
	LTD	932683-2003 XHW MUG - Dolomite Hand painted 20oz; SANTA "PEACE", SNOWMAN
8	NEW ATICO INTL	
	LTD	934318-2004 SB MUG DOLOMITE 14 OZ; ASSORTED DESIGNS:(A)FLOWER,(B) PALM TREE
9	NEW ATICO INTL	
	LTD	937418 XHW Mug 22 Oz XMAS snow flurry; *WITH HANDPAINTED SNOW FLURRIES
10	NEW ATICO INTL	
	LTD	937417 XHW Mug 20 Oz XMAS patchwork; WITH EMBOSSED PATCHWORK DESIGN
11	NEW ATICO INTL	
	LTD	SB MUG DOLOMITE; LIGHTHOUSE DESIGN
12	NEW ATICO INTL	
	LTD	938582 SB MUG DOLMITE; 3 ASSORTED FLOWER DESIGNS, PINK, PURPLE, YELLOW
13	NEW ATICO INTL	
	LTD	997788-2002 XHW Mug & Warmer Set
14	PUBLICATIONS	
	INTL LTD.	929215-2002 XGW Holiday Friendship Mug Gift Set; 3 Assorted: Santa, Bear Angel, Snowman

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

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Tel: (203) 966-9911  
Fax: (203) 801-5222

Attorneys for Plaintiff  
WHITNEY R. LEEMAN, PH.D.

**FILE**  
San Francisco County Superior Court  
APR 18 2005  
GORDON PARK-LI, Clerk  
BY: *[Signature]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURSDICTION

WHITNEY R. LEEMAN, PH.D, an individual, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
RITE AID CORPORATION; and DOES 1 )  
through 150, )  
 )  
Defendants. )  
\_\_\_\_\_ )

No. CGC 04-429642  
**[PROPOSED] JUDGMENT  
PURSUANT TO TERMS OF  
STIPULATION AND ORDER RE:  
CONSENT JUDGMENT**  
Date: March 17, 2005  
Time: 9:30 a.m.  
Dept: 302  
Judge: Hon. Ronald E. Quidachay

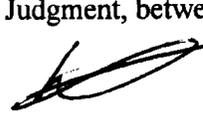
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In the above-entitled action, Plaintiff Whitney R. Leeman, Ph.D. and Defendant Rite Aid Corporation, having agreed through their respective counsel that judgment be entered pursuant to the terms of the Stipulation and [Proposed] Order Re: Consent Judgment entered into by the parties, and after issuing a Stipulation and Order Re: Consent Judgment approving Proposition 65 settlement agreement on March 1, 2005,

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

IT IS SO ORDERED.

Dated: APR 15 2005

  
\_\_\_\_\_  
JM Hon. Ronald E. Quidachay  
JUDGE OF THE SUPERIOR COURT